the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

The Manager

…….

…….

…….

…….

Sir/Madam

SERVICE: BID dtic 06/26-27: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RISK MANAGEMENT SERVICES TO the dtic FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

the dtic requires services as described by the attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- The conditions contained in the attached documents apply.
- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with contact details, the tender number and closing date indicated on the envelope**. If the two-envelope system is required in the Terms of Reference/Specification, the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.
- ***Tenders submitted by mail must be sent via registered mail. The tender must still reach this office before closing date and time. Failure to do so will invalidate the bid.***
- The closing date of the tender will be **11h00 on 13 November 2026** and will be valid for a period of **120 days** after closing date (up to and including 13 March 2027).
- **All communication regarding this tender must be done in writing**.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract as well as terms of reference/specification.

It will be expected of the successful bidder to sign a Service Level Agreement at this office as soon as possible, after being notified of the acceptance of his/her tender.

NB: BIDS NOT SUBMITTED ON THE DUE DATE AND TIME IN THE BID BOX OF the dtic AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID OFFICE: **the dtic**

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

POPIA CONSENT FORM

The Bidder and the proposed team/ individuals proposed by the Bidding entity to perform work in line with the requirements stipulated in this tender document, hereby give their consent to **the dtic** and its Officials involved in the evaluation / recommendation / award / drafting of SLA / verification of submissions and advertising of results of bid in line with National Treasury Instructions, to process our personal information for all purposes related to this tender process and possible subsequent contract, in accordance with the provisions of the Protection of Personal Information Act.

……	……
Signature	Date
……	……
Position	Name of bidder

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE: **TENDER NO: dtic 0626-27**

CLOSING TIME: 11:00 **CLOSING DATE: 13 NOVEMBER 2026**

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RISK MANAGEMENT SERVICES TO the dtic FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

The SBD 1, SBD 3.3, SBD 4, and SBD 6.1 FORMS MUST BE COMPLETED AND SIGNED IN THE ORIGINAL THAT IS IN INK – PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES MAY INVALIDATE YOUR BID.

BID DOCUMENTS MUST BE POSTED TO:

The Department of Trade, Industry and Competition

Private Bag x 84

PRETORIA

0001

FOR ATTENTION: YVETTE CRONJE

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:
THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX IDENTIFIED AS "the dtic BID BOX" (PLEASE SEE BELOW PICTURE) OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION. @ 77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS) SUNNYSIDE, PRETORIA

PLEASE SEE PICTURE OF ENTRANCE >



PLEASE SEE PICTURE OF BID BOX AND ENSURE SUBMISSION TO THE CORRECT BOX



SUBMIT ALL BIDS ON THE ORIGINAL FORMS - DO NOT RETYPE.

BIDS SUBMITTED ELECTRONICALLY VIA EMAIL OR ANY OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION.

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TO THE CORRECT ADDRESS AND PLACED IN THE BID BOX OF the dtic. IF THE BID IS LATE / NOT PLACED IN THE BID BOX OF the dtic ON CLOSING DATE AND TIME IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

CHECKLIST FOR BIDDERS

Please indicate "**Yes" / "No**" adjacent to each column. This is to ensure that bidders complete, sign and submit all the required documentation.

BID REQUIREMENT	YES / NO
Are you registered on the Central Supplier Database of National Treasury? **Non-compliance will lead to automatic disqualification.**	
Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD. **Bidder's whose tax matters are not declared to be in order will be disqualified**. **Are your tax matters in order?**	
Did you complete and sign the **POPIA** Consent form?	
Did you complete and sign the **SBD 1** form?	
Did you complete the **SBD 3.3** pricing schedule in full? **Failure to complete this document in full, and as per the stipulated requirements, may lead to the disqualification of a proposal due to the necessity of having comparative prices**.	
Two-envelope / file format will apply. Did you submit your financial proposal (SBD3.3) in a separate envelope / file, and did you ensure that there is NO financial information in your functional proposal? **Non-compliance with the two envelope / file requirement will lead to automatic disqualification**	
Did you complete and sign the **SBD 4** form?	
Did you complete and sign the **SBD 6.1** form with required proof to substantiate any claims for preferential procurement goals? **No points will be allocated if claims, certificates / affidavits / proof to substantiate claims are not in line with the prescripts to validate a claim.**	

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE INDUSTRY AND COMPETITION (the dtic)					
BID NUMBER:	**dtic 06/26-27**	CLOSING DATE:	**13 NOVEMBER 2026**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**BID dtic 06/26-27: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RISK MANAGEMENT SERVICES TO the dtic FOR A PERIOD OF THIRTY-SIX (36) MONTHS**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic) **77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS), SUNNYSIDE, PRETORIA**					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms. Yvette Cronje / Mahlatse Madiba	CONTACT PERSON	Ms P Makhondo
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	YCronje@thedtic.gov.za / MMadiba@thedtic.gov.za	E-MAIL ADDRESS	Pmakondo@thedtic.gov.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
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 PART B:3]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐
YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

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

NAME AND SURNAME: ……

DATE: ……

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
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

(a) a bank guarantee or an irrevocable letter of credit issued by a

reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

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

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

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without 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, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

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

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.

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

2.3.1 If so, furnish particulars:

……
……
……

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

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

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

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

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

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

relates.

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

……	……
Signature	Date
……	……...
Designation	Name of bidder

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: …… BID NO. **dtic 06/26-27**

CLOSING TIME **11:00** CLOSING DATE: **13 NOVEMBER 2026**

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

NB! FINANCIAL INFORMATION **MUST** ONLY BE SUBMITTED IN THE FINANCIAL PROPOSAL ENVELOPE / FILE, FAILURE TO COMPLY HEREWITH WILL LEAD TO **AUTOMATIC DISQUALIFICATION**.

BID **dtic** 06/26-27: APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE RISK MANAGEMENT SERVICES TO **the dtic** FOR A PERIOD OF THIRTY-SIX (36) MONTHS.

*The bid price must be an all-inclusive price in line with the requirements of paragraph 10 of the terms of reference (ToR).

1. The bid price must be quoted in RSA currency and include VAT.
2. **THE BID PRICE MUST BE FIXED**. Non-compliance with the fixed price requirement will lead to automatic disqualification of a bid.
3. The **total fixed bid price** will be used for price evaluation / comparison purposes in line with the 80/20 principle.
4. Period required for commencement with project after acceptance of bid: _____
5. Is the price quoted **FIXED** for the full period of the contract? **YES / NO (delete the one that is not applicable).**

TOTAL ALL INCLUSIVE BID PRICE FOR 3 YEAR PERIOD: R _____.

ADDITIONAL OPTIONAL – IF APPLICABLE IN ToR:

In instances where travel and accommodation forms part of a terms of reference requirement and approved by the relevant delegated Official of **the dtic**, then the following rules will apply:

Air Travel will be restricted to Economy Class.

Claims for kilometers may not exceed the rates approved by the Automobile Association of South Africa / the monthly rates published by the Department of Transport.

Accommodation costs will be limited to a maximum of R1 530 per person per day.

Parking expenses will **not** be for **the dtic's** account.

Travelling costs and time spent or incurred between the home and office of the consultants, including their staff and **the dtic** head office will not be for the account of **the dtic**.

Travel and accommodation requirements must be pre-approved by the relevant Chief Director of **the dtic**.

The mere fact that travel and accommodation is mentioned does not automatically make it form part of the terms of reference. The relevant Branch will determine whether this forms part of the specified requirements.

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"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 points is allocated for price on the following basis:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:

Table 1: Specific goals for the tender and points claimed are indicated per the table below. *Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)

The specific goals allocated points in terms of this tender	Number of points allocated per goal (80/20 system) (dtic MUST complete)	Do you wish to claim points for this goal: Indicate YES or NO (Bidder MUST complete)	Please indicate the number of points you claim per goal. (80/20 system) (Bidder MUST complete)
BEE Compliance: Based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	**10**		
Local Procurement: The stimulation of the local economy by procuring from enterprises located within the borders of South Africa (All Provinces are therefore included)	**6**		
HDI: Black People/Women/Disabled People	**2**		
SMME's: The promotion of small businesses as defined in the National Small Business Act, 1963 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).	**2**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. 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]

4.5. 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 4.1, 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.

The following proof to substantiate preferential claims is required and MUST be submitted together with your bid proposal:

4.6 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53of 2003 as amended by Act 46 of 2013): A Valid Certified B-BBEE certificate **OR** Valid Certified CIPC B-BBEE certificate **OR** Valid Certified Sworn Affidavit.

4.7 For claims based on Local Procurement (Provincial): Proof of address (municipal rates account **OR** bank statements **OR** lease agreement **OR** certified affidavit **OR** CSD report).

4.8 For claims based on HDI (Race, Women or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and for claims based on disability a letter from a specialist / doctor certifying disability must be submitted to substantiate claims based on disability.

4.9 For claims based on Small Medium Micro Enterprises (SMME's): SARS return indicating annual turnover **OR** Certified Sworn Affidavit indicating annual turnover.

4.10 **Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, may be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated**.

4.11 Bidders that choose to claim preference points must do so by completing the SBD 6.1 and provide the necessary proof to substantiate the claim(s) at the time of submitting the bid proposal in the functional proposal envelope. **It is the responsibility of the bidder to attach the relevant proof for each goal claimed to the SBD 6.1 form. FAILURE TO DO SO MAY RESULT IN NO POINTS ALLOCATED FOR PREFERENTIAL GOALS**.

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

the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

THE TERMS OF REFERENCE

*Invitation for bidders to provide risk management services to the Department of Trade, Industry and Competition (**the dtic**) for a period of thirty-six (36) months.*

Table of Contents

1.	PURPOSE	3
2.	BACKGROUND	3
3.	OBJECTIVES	4
4.	METHODOLOGY AND PROJECT PLAN	5
5.	SCOPE OF WORK	5
6.	DELIVERABLES	6
7.	QUALIFICATIONS, EXPERIENCE AND EXPERTISE	7
8.	DUE DILIGENCE	8
9.	SPECIAL CONDITIONS	8
10.	PRICE REQUIREMENTS	11
11.	**the dtic** OBLIGATIONS	12
12.	SERVICE PROVIDER'S OBLIGATIONS	12
13.	BID EVALUATION CRITERIA	13
14.	CONTRACTUAL PERIOD	18
15.	CONTACT DETAILS	18

REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites interested Service Providers to submit proposals to appoint a service provider to render risk management services.

NOTE: Should a vendor have reason to believe that the specification / Terms of Reference are not open to promote competition or that it is written based on a particular brand / product / entity; the vendor shall notify the Bid Office of **the dtic** within ten (10) calendar days after publication of the bid.

1. PURPOSE

1.1. The purpose of this Terms of Reference is to appoint a suitably qualified and experienced Service Provider to provide enterprise risk management services to the Department of Trade, Industry and Competition (**the dtic**), and to support the Office of the Chief Risk Officer (OCRO), for a period of thirty-six (36) months.

1.2. The Service Provider will assist the OCRO to implement, maintain, monitor and continuously improve **the dtic** risk management system in accordance with the approved Risk Management Policy, Risk Management Strategy, Risk Appetite and Tolerance Framework, applicable National Treasury requirements and **the dtic** governance arrangements.

2. BACKGROUND

2.1. Section 38(1)(a)(i) of the Public Finance Management Act (PFMA) requires the Accounting Officer of a Department and Public Entity to take all reasonable steps to ensure that the institution has and maintains effective, efficient and transparent systems of financial and risk management and internal control.

2.2. National Treasury Regulation 3.2.1 requires the Accounting Officer to ensure that risk assessments are conducted regularly to identify emerging risks of the institution.

2.3. The National Treasury Risk Management Framework recognises that adequate human resource capacity, represented by the requisite number of people with the right skills, is fundamental to the effective implementation of the risk management strategy.

2.4. **the dtic** Risk Management Strategy establishes the Department's risk management philosophy, processes, methodology, governance structures, roles and responsibilities. The Strategy adopts an enterprise-wide approach and applies the COSO Enterprise Risk Management framework components of Governance and Culture; Strategy and Objective-Setting; Performance; Review and Revision; and Information, Communication and Reporting.

2.5. The Strategy requires risk management to be integrated with the Department's planning, budgeting, performance management, project execution, governance and reporting processes; strategic and branch risk registers are to be maintained and

monitored; Key Risk Indicators (KRIs), risk appetite and tolerance, controls, residual risk, action plans, emerging risks and material risk events are to be monitored and reported.

2.6. **the dtic** also exercises oversight over its public entities. The OCRO requires additional capacity to review and analyse public entity risk information, identify material and cross-cutting risks, and strengthen risk reporting between **the dtic** and its public entities.

3. OBJECTIVES

3.1. The primary objective of this procurement is to capacitate the OCRO to provide effective enterprise-wide risk management support to **the dtic**.

3.2. The specific objectives are to:

3.2.1. strengthen the identification, assessment, treatment, monitoring and reporting of strategic, branch, programme, project, process and emerging risks;

3.2.2. improve the completeness, quality, consistency and usefulness of **the dtic** strategic and branch risk registers and related risk information;

3.2.3. strengthen the design, adequacy and operating effectiveness of controls and improve the quality of residual risk assessments;

3.2.4. support the monitoring of risk appetite, risk tolerance and Key Risk Indicators (KRIs) and facilitate timely escalation of exposures outside approved thresholds;

3.2.5. embed risk management in strategic planning, operational planning, budgeting, performance management and decision-making;

3.2.6. strengthen risk governance, reporting, risk culture, awareness and capability across the Department;

3.2.7. enhance **the dtic's** oversight of material risks within its public entities and identify common, systemic and cross-cutting risks; and

3.2.8. ensure continuous knowledge and skills transfer to OCRO officials, risk owners, risk champions and relevant governance structures.

4. METHODOLOGY AND PROJECT PLAN

4.1. The bidder is expected to develop a detailed proposed project plan and methodology that clearly outlines the approach, activities, responsibilities, resources, timeframes and quality assurance measures for the execution of the scope of work.

4.2. The methodology must demonstrate how the bidder will deliver the requirements in Section 5, including annual risk assessments, quarterly monitoring and reporting, annual Control Self-Assessments (CSA), risk appetite and tolerance, KRIs, emerging

risks, risk event and loss event management, ERM maturity assessment, quarterly risk management awareness and training, public entity risk management oversight, governance support, continuous knowledge and skills transfer and contract handover.

4.3. The project plan must identify the proposed team members responsible for each activity and the target dates for all deliverables over the thirty-six (36) month contract period.

5. SCOPE OF WORK

The successful Service Provider will be responsible for performing the following activities/functions:

5.1. The facilitation of the strategic risk workshop/meeting (physical) and the development of the strategic risk register for **the dtic annually.**

5.2. The facilitation of 20 operational risk workshops/meetings (50% online and 50% physical) and development of branch risk registers for **the dtic annually**.

5.3. Provide risk management support and oversight in respect of 19 public entities of **the dtic**, including the assessment/review of entity risk registers; alignment with **the dtic** risk management policy, strategy, risk appetite and tolerance framework; analysis of material, systemic and cross-cutting risks; monitoring of significant risk exposures and emerging risks; and consolidation and escalation of material entity risk matters for departmental governance and oversight purposes.

5.4. The methodology to be used in the risk management process must be aligned to **the dtic**'s risk management policy and strategy and encompass the following specification requirements:

5.4.1. Identify risks to the strategic and operational objectives in **the dtic's** Annual Performance Plan (APP) and operational plans; inclusive of emerging risks; global risks and impacts and best practises.

5.4.2. All identified risks must be categorised in accordance with departments' risk management strategy

5.4.3. Identify key risk indicators and loss events;

5.4.4. Identify the root causes linked to the identified risks;

5.4.5. Assess the level of risk associated with a specific threat or event (Inherent and residual);

5.4.6. Identify and assess the effectiveness and adequacy of current controls;

5.4.7. Develop mitigating strategies to address the root causes to the identified risks; and

5.4.8. Determine risk appetite, risk tolerance and risk bearing capacity within which the department will manage the identified risks.

5.5. Provide inputs to the existing risk management policy, risk management strategy, risk appetite and tolerance framework, reporting templates, risk management committee terms of reference and agenda in use in line with the best practices.

5.6. Conduct an annual Control Self-Assessment (CSA) to determine efficient control management process for **the dtic** strategic and branch risk registers to assess the design, adequacy and operating effectiveness of existing controls, validate supporting evidence, identify control gaps and weaknesses, recommend corrective actions, confirm assigned responsible officials and target dates, and update residual risk assessments where required. Follow up to ensure gaps have been addressed.

5.7. Provide structured and continuous knowledge and skills transfer to OCRO officials, risk owners, risk champions and relevant governance structures throughout the contract period through coaching, joint facilitation, practical working sessions, tools, templates, guidance material and handover of methodologies and working papers, with the objective of strengthening internal risk management capability and reducing dependency on the Service Provider.

5.8. Conduct quarterly risk management awareness and training sessions (online), at least four (4) sessions per annum, for relevant the dtic officials.

5.9. Conduct risk management training for risk management committee annually.

5.10. Conduct one physical workshop/training for each entity (19) on risk management process annually.

6. DELIVERABLES

6.1. Strategic risk register.

6.2. 10 branch Risk Registers.

6.3. 19 public entities risk registers. Public Entity Risk Management Oversight Reports, including, findings and recommendations, material and cross-cutting risk analysis, significant/emerging risk matters, and consolidated matters requiring escalation to **the dtic** governance structures.

6.4. Reviewed risk management policy, risk management strategy and risk appetite and tolerance framework.

6.5. Reviewed Risk Management Committee Terms of reference and agenda.

6.6. Report on emerging risks.

6.7. Annual Control Self-Assessment (CSA) Report, including control effectiveness results, supporting evidence reviewed, identified control gaps, recommended corrective actions, responsible officials, target dates and required residual risk updates and table the results at the relevant committees.

6.8. Quarterly Risk Management Awareness and Training Reports (four (4) per annum), including training/awareness material, topics covered, attendance records, participant feedback and recommended follow-up actions.

6.9. Knowledge and Skills Transfer Reports/evidence, submitted quarterly and at contract handover, demonstrating coaching and practical transfer activities undertaken, tools/templates and methodologies transferred, capacity developed within the OCRO and other relevant stakeholders, and final handover of all working papers and materials.

6.10. Annual Risk Management Committee Training Report, including training materials

6.11. Annual Public Entity Risk Management Training Report

7. QUALIFICATIONS, EXPERIENCE AND EXPERTISE

7.1. The proposed team for this project should comply with the following minimum requirements:

7.1.1. Team Leader – The Team Leader must be a member of the Institute of Risk Management South Africa (IRMSA) and submit proof of registration, failure to provide proof of valid registration will result in automatic disqualification. Must have at least ten (10) years' relevant risk management experience and must possess a relevant postgraduate qualification at NQF level 8 (Risk Management, Audit, or any other related qualification on NQF level 8).

7.1.2. Team Members – Each team member must have at least 5 years relevant risk management experience, with individual members having qualifications at NQF level 7 (Risk Management, Audit, or any other related qualification on NQF level 7) relevant to the risk management function. The team must demonstrate sufficient capacity to execute the annual risk assessments, Control Self-Assessments (CSA), quarterly monitoring, public entity risk management oversight, quarterly awareness and training, knowledge and skills transfer and reporting requirements in this Terms of Reference.

7.1.3. Bidders must submit comprehensive CVs of all proposed key team members in the following format:

Name and surname of proposed team member	Relevant qualification(s) and courses successfully completed	Number of years' relevant experience (numerical format)	Relevant projects demonstrating experience and knowledge

7.2. The proposed company for this project should comply with the following minimum requirements:

7.2.1. The bidding company must have a minimum of five (5) years' demonstrable experience in enterprise risk management services.

7.2.2. To prove relevant experience, the bidding company must submit at least three (3) projects where the bidder successfully provided services relevant to the scope of work in this Terms of Reference. The submitted experience should demonstrate capability in areas such as enterprise risk assessments, risk registers, risk monitoring and reporting, Control Self-Assessments (CSA), ERM maturity/effectiveness assessment, quarterly risk management awareness and training, public entity risk management oversight and/or knowledge and skills transfer.

7.2.3. The projects must be listed in the following format:

Name of Client	Scope of Work	Duration of Project

7.2.4. Reference letters must be submitted for the above-mentioned projects for evaluation purposes.

NB: the dtic reserves the right to vet all documentation and information provided by bidders to prove their relevant experience and ability to perform the services.

8. DUE DILIGENCE

8.1. The bidder must have current technical, professional and logistical capacity to perform the work required. **The dtic** reserves the right to perform due diligence on the facilities, resources, systems, capacity and proposed personnel of a bidder prior to appointment and/or during the contract period.

9. SPECIAL CONDITIONS

9.1. TEAM LEADER MUST BE REGISTERED WITH IRMSA AND SUBMIT PROOF OF REGISTRATION, FAILURE TO PROVIDE PROOF OF VALID REGISTRATION WILL RESULT IN AUTOMATIC DISQUALIFICATION.

9.2. A Service Level Agreement (SLA) must be signed with the successful bidder before work commences. A contractual relationship will only commence once the SLA is signed between the parties.

9.3. Proposed key team members must participate actively and be available to perform services in accordance with the contract. Where a proposed key team member is not available, the bidder will be responsible for providing a replacement with equal or better relevant qualifications and experience, subject to approval by **the dtic**. Each key team member's role must be clearly outlined in the project plan.

9.4. **the dtic** reserves the right to vet all documentation provided by bidders to prove relevant qualifications, experience and expertise prior to appointment and during the contract period.

9.5. Copyright and intellectual property rights to all documentation, reports, templates, working papers, methodologies and other materials produced specifically for this assignment will vest with **the dtic**.

9.6. This bid and all contracts emanating therefrom will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract will prevail.

9.7. Bids received after the closing date and time at the addresses provided in the bid documents will not be accepted for consideration and, where possible, will be returned unopened to the bidder.

9.8. Bidders' attention is drawn to the fact that amendments to any Bid Conditions or the setting of counter-conditions by bidders may result in invalidation of the bid.

9.9. **the dtic** reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

9.10. Bid Office officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to award, or to extend the validity period of the bid, if necessary.

9.11. All communication between the bidder and the Bid Office officials of **the dtic** must be in writing.

9.12. **the dtic** will not finalise an award to a preferred bidder who is not registered on the Central Supplier Database (CSD) as required by National Treasury prescripts. Bidders must furnish evidence of CSD registration.

9.13. Bidders must ensure that their tax matters are in order in line with applicable procurement prescripts and Treasury requirements.

9.14. Where the preferred bidder's tax matters are not in order, the bidder will be given the prescribed period to rectify the matter. Failure to do so may lead to disqualification in accordance with applicable National Treasury prescripts.

9.15. Bidders' attention is drawn to the tax requirements stated on the SBD 1 form.

9.16. Where applicable, acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service are cleared by the appropriate authorities to the level stipulated in the relevant specification / Terms of Reference. The contractor must implement all security measures required for the safe performance of the contract.

9.17. The points scored for functionality, price and preferential procurement points will be rounded off to the nearest two (2) decimals.

9.18. In cases where above-market-related prices are quoted, the dtic reserves the right to negotiate with preferred bidders in accordance with applicable procurement requirements.

9.19. Bidders must note that the award of the bid may be subject to price negotiation with the preferred bidder.

9.20. This bid is subject to the Preferential Procurement Policy Framework Act and applicable Regulations / **the dtic** Supply Chain Management requirements.

9.21. A trust, consortium or joint venture will qualify for preference points as a legal entity in line with the relevant **the dtic** forms.

9.22. Bidders must submit concrete proof of the existence of joint venture and/or consortium arrangements. Signed agreements will be accepted as proof of such arrangements.

9.23. Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and other parties and must identify the Lead Partner with authority to bind the parties in matters pertaining to the arrangement.

9.24. Public service employees are subject to the restrictions in the Public Service Regulations, 2016 regarding conducting business with organs of state. Non-compliance will result in the consequences prescribed by applicable law and procurement requirements.

9.25. **the dtic** reserves the right to:

9.25.1. Award the tender to a bidder that did not score the highest total number of points only were permitted by applicable procurement legislation;

9.25.2. Negotiate with one or more preferred bidder(s), in accordance with applicable procurement requirements, regarding terms and conditions including price;

9.25.3. Carry out site inspections, reference checks, product/service evaluations or explanatory meetings to verify the nature and quality of services offered by bidders;

9.25.4. Correct any mistakes at any stage of the tender process where such correction is legally permissible;

9.25.5. Cancel and/or terminate the tender process at any stage, including after the closing date, presentations, evaluations or notification of preferred bidder status;

9.25.6. Award to multiple bidders based on size or geographic considerations, where applicable.

9.25.7. Bidders will be allowed to submit queries or request clarification up to the period specified in the bid invitation. Thereafter, no queries / clarification requests will be responded to.

9.25.8. Incomplete pricing may lead to disqualification where it prevents comparison of prices.

9.26. Pricing in figures and pricing in words must be the same. Any discrepancy will be dealt with in accordance with applicable procurement rules and the bid conditions.

9.27. The Service Provider must not bill **the dtic** for unproductive or duplicated time spent on any assignment, including duplicated effort caused by changes in the Service Provider's staff.

9.28. The provisions of the Protection of Personal Information Act, No. 4 of 2013, will be adhered to.

9.29. Parking and travel between the prospective bidder's home/office and **the dtic** will be borne by the bidder, unless otherwise expressly agreed in writing in the SLA.

10. PRICE REQUIREMENTS

10.1. The bid price must be inclusive of VAT (if registered as a VAT vendor) and quoted in South African Rand (ZAR).

10.2. The bid price must be an all-inclusive fixed price representing the total cost of providing the risk management services required in this Terms of Reference for the thirty-six (36) month contract period. The payment schedule will be linked to approved deliverables and stipulated in the Service Level Agreement.

10.3. The pricing schedule must make provision for all activities required under the scope of work and deliverables.

NB: Pricing must be based on fixed prices. Any price condition that contradicts the fixed-price requirement may lead to disqualification.

11. the dtic OBLIGATIONS

11.1. **the dtic** Project Manager will serve as the contact person on all matters relating to the project.

11.2. **the dtic** Project Manager will review, evaluate and approve services and deliverables provided by the Service Provider against the SLA on an ongoing basis and prior to payment.

11.3. **the dtic** will provide reasonable access to relevant, available data, risk registers, governance documents, policies, officials and other information required for proper execution of the services, subject to confidentiality and information-security requirements.

11.4. **the dtic** will facilitate reasonable access to relevant risk owners, risk champions, governance structures and public entity risk information where such access is required for the approved scope of work.

12. SERVICE PROVIDER'S OBLIGATIONS

12.1. The Service Provider undertakes to act as an independent contractor in respect of the work.

12.2. The Service Provider must work closely with the Project Manager and the OCRO in executing the assignment.

12.3. The Service Provider must attend meetings when required by the Project Manager for the purposes of obtaining information, providing advice, presenting deliverables or addressing matters arising from the assignment.

12.4. The Service Provider will be responsible for its own computers, software and technical literature required to perform the services. Access to **the dtic** premises will be granted as agreed with the Project Manager.

12.5. The Service Provider must exercise all reasonable skills, care and diligence in the execution of the work and perform its obligations in accordance with recognised professional standards.

12.6. The Service Provider must act as a faithful professional adviser to **the dtic** and comply with applicable laws, regulations and professional requirements.

12.7. All information made available to the Service Provider in the course of the assignment must be treated as confidential and will remain the property of **the dtic**.

12.8. The Service Provider will be required to sign confidentiality and/or non-disclosure declarations and must ensure that all proposed personnel comply with the same confidentiality requirements.

12.9. The Service Provider must not disseminate information gathered during the project or issue media/public statements relating to the assignment without prior written approval of **the dtic**.

12.10. Any information, data, working papers, reports and evidence gathered or developed during the assignment may not be distributed without prior written approval of **the dtic**.

12.11. The Service Provider will be deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices set out in its bid for the services to be rendered.

12.12. The Service Provider must plan and provide for all reasonable risks that may affect delivery of the project on time and must identify mitigation mechanisms in the project plan.

12.13. The Service Provider must maintain complete and traceable working papers and evidence supporting material assessments, ratings, findings and recommendations made under this assignment.

12.14. The Service Provider must ensure that knowledge transfer is continuous and that **the dtic** is not dependent on proprietary tools or inaccessible working methods at the conclusion of the contract.

13. BID EVALUATION CRITERIA

13.1. The 80/20 principle and two-folder/file system will apply in evaluating proposals in accordance with the applicable Preferential Procurement requirements and **the dtic** Supply Chain Management Policy. The two-folder/file system is intended to ensure that price does not influence the evaluation of functional proposals.

13.2. Two envelope system

13.2.1. The two envelope system is based on the submission of the functional and financial proposals in two separate envelopes / file. **NO** financial information may be contained in the functional envelope as this will lead to automatic disqualification. Submission must be done as follows:

13.3. Functional proposal

13.3.1. Bidders must submit their functional proposal in a sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file. This envelope / file should only contain the functional proposal and compulsory forms; SBD 1, 4, 6.1 and General Conditions of Contract; as well as the

relevant proof to substantiate claims for preference points. **Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.**

13.4. Financial proposal

13.4.1. The financial proposal (SBD 3.3) must be submitted in a **SEPARATE** sealed envelope / file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope / file.

13.5. **FAILURE TO COMPLY WITH THE TWO ENVELOPE / TWO FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.**

13.5.1. All proposals will be evaluated in terms of the two phase process once the pre-qualifying of bids received is done. All bid proposals received are subject to a pre-qualification process to determine compliance with compulsory requirements / conditions. All bids that pass the pre-qualification process will then be evaluated as follows:

13.5.1.1. **First phase: Functional evaluation**. This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase there is a cut-off score of 60% and only the proposals that score 60% and above during the functional evaluation will be considered during the second phase of evaluation.

13.5.1.2. **Second phase: Price and preferential procurement**. During the second phase all Bids that scored 60% and above during the functional evaluation will be considered for the second phase where points will be calculated for price and preferential procurement goals in accordance with the latest PP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 and **the dtic** SCM Policy / Preferential Procurement Policy.

Key scores

Score	Description
0 – Non-compliant	No evidence provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies with the set minimum requirements
4 – Very Good	Above-average compliance with the set requirements
5 – Excellent	Meets and exceeds the set requirements

First phase: Functional evaluation

No.	Criteria	Scoring Criteria	Weighting
1. Experience and number of years performing services			
1.1	Team Leader experience	5 = more than 15 years and IRMSA affiliation 4 = more than 10 years but less than 15 years and IRMSA affiliation 3 = 10 years and IRMSA affiliation 2 = more than 5 years but less than 10 years and IRMSA affiliation 1 = less than 5 years and IRMSA affiliation 0 = No relevant experience	20
1.2	Team members' experience	5 = more than 10 years 4 = more than 5 years but less than 10 years 3 = 5 years 2 = more than 2 years but less than 5 years 1 = less than 2 years 0 = No relevant experience **NB: Each proposed team member must have at least 5 years' relevant experience for a proposal to reach a score of 3 on these criterion**	15
1.3	Bidding company experience	5 = more than 10 years with at least 5 strong relevant reference letters	10

No.	Criteria	Scoring Criteria	Weighting
		4 = more than 5 years up to 9 years with at least 4 reference letters 3 = 5 years and at least 3 reference letters 2 = more than 3 years and at least 2 refence letters 1 = less than 2 years and at least 1 refence letter 0 = No relevant experience	
2. Qualifications			
2.1	Team Leader qualifications (Risk Management/Audit or other relevant qualification)	5 = NQF 10 4 = NQF 9 3 = NQF 8 2 = NQF 7 1 = NQF 6 0 = No qualification	15
2.2	Team members' qualifications (Risk Management/Audit or other relevant qualification)	5 = NQF 9 4 = NQF 8 3 = NQF 7 2 = NQF 6 (higher certificate) 1 = Certificate 0 = No qualification	10
3. Methodology and approach			
3.1	Methodology proposed in line with the requirements stipulated in the Terms of Reference.	Assessment will consider the level of detail, practicality and innovation of the methodology, including the approach to annual risk assessments; annual Control Self-Assessments (CSA); quarterly monitoring and	30

No.	Criteria	Scoring Criteria	Weighting
		quarterly monitoring and reporting; Risk Appetite and Tolerance; KRIs; emerging risks; ERM maturity; public entity risk management oversight; quarterly risk management awareness and training; quality assurance; continuous knowledge and skills transfer; and the 36-month implementation plan.	
	TOTAL		**100**
	MINIMUM THRESHOLD		**60%**

Bidders are required to submit evidence / documentation under the relevant annexures or evidence sections, per criterion, as stipulated in the bid documents. If evidence for a specific criterion is not provided in the required location, it may be deemed not provided / non-compliant and scored accordingly.

Second phase: Price and Specific Goals

80/20 PRINCIPLE	80/20 PRINCIPLE	POINTS
1	Price	80
2	Specific Goals (Refer to SBD 6.1)	20
	MAXIMUM POINTS	**100**

14. CONTRACTUAL PERIOD

14.1. The contract will be for a period of thirty-six (36) months. Bidders must note that no contract will come into existence before the Service Level Agreement is agreed to and signed by both parties.

15. CONTACT DETAILS

Please direct all technical questions in writing to:

Mrs. Pulane Makondo

E-mail address: PMakondo@thedtic.gov.za

Office of the Chief Risk Officer (OCRO)

Department of Trade, Industry and Competition (**the dtic**)

Please direct all **bid related** questions in writing to:

Mrs. Y Cronje

Email: Ycronje@thedti.gov.za

Office of the Chief Financial Officer (OCFO)

Department of Trade, Industry and Competition (**the dtic**)

TOR Approved by

.....

Ms. S Perumal

Chief Risk Officer

Date: 14 / 10 / **2026**