

BID NUMBER: GTAC 002-2023-24

**DESCRIPTION: THE PROVISION OF SERVICES TO THE JOBS FUND AS
TEAM LEADER (X2) IN THE PROJECT MANAGEMENT
UNIT**

CLOSING TIME: 11:00 AM

CLOSING DATE: WEDNESDAY, 10 MAY 2023

INFORMATION TO BIDDERS

BID NUMBER: GTAC 002-2023-24

DESCRIPTION: THE PROVISION OF SERVICES TO THE JOBS FUND AS TEAM LEADER (X2) IN THE PROJECT MANAGEMENT UNIT

CLOSING TIME: 11:00 AM

CLOSING DATE: WEDNESDAY, 10 MAY 2023 (The **GTAC** tender box is accessible between office hours (08h00 - 17h00))

1. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

This invitation of bid and all contracts emanating there from shall be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

1.1 COMPLETION OF BID PROPOSALS

Bidders are advised that, in order to facilitate for an efficient evaluation process, the bid should be as prescribed, concise and written in plain English.

2. CLARIFICATIONS

2.2.1 Requests for clarification must be made in writing by e-mail to psp@gtac.gov.za

2.2.2 Requests for clarification shall be accepted by GTAC up **until 04 May 2023**

2.2.3 The submission invitation of bid number [GTAC: 002-2023-24] should be included in the subject line of the email.

2.2.4 No telephonic requests for clarification shall be entertained.

2.2.5 No briefing session will be held for this Request for Bid. Bidders are urged to submit all requests for clarification in writing via e-mail to psp@gtac.gov.za.

2.2.6 The clarifications and the Frequently Asked Questions will be made available to all potential Bidders by way of notification on the GTAC website: <https://www.gtac.gov.za/tender-info/tenders/advertised-tenders> or e-tender portal

3 EVALUATION PROCESS

3.1 The evaluation process comprises of the following phases:

3.1.1 Phase I: Initial screening process

3.1.1.1 During this phase bid documents shall be reviewed to determine compliance with tax matters and whether Central Supplier Database report (CSD) or SARS pin number/MAAA registration has been submitted with the bid documents at closing date and time of bid.

3.1.1.2 Bidders must submit all Standard Bidding Documents (SBD), as outlined below. SBD forms must be completed in full and duly signed where required.

- a) Duly completed and signed Standard Bidding Documents (SBD 1, 4 and 6.1).
- b) Central Supplier Database (CSD) number/report for verification of tax compliance status.

3.1.1.3 The bid proposal shall be checked for compliance with the administrative requirements of this invitation of bid as indicate below:

Step	Administrative Requirements	Check
1	Original bid document (Technical and financial proposals separate envelopes per Annexure)	Provided and bound
Included in the bid document		
2	SBD 1- Invitation to bid	Completed in full and signed
3	SBD2 or CSD registration number/SARS pin and CSD summary report	Provided and valid
4	SBD 4 Bidder's disclosure	Completed in full and signed
5	SBD 6.1- Preference Points claim form in Terms of the Preferential Procurement Regulations 2022	To be printed, filled in full and signed
6	Experience Matrix Template	To be completed for each CV submitted
7	SBD 3.3 pricing schedule	Completed and signed (sealed in a separate enveloped marked "Pricing Schedule/Financial proposal")

GTAC reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete. GTAC reserves the right to cancel this invitation should a need arise.

NB: Bidders will be disqualified if SBD 4- form is not submitted or are found not to be true and complete in every respect.

3.2 Phase II: Functionality evaluation - Desktop

- a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR). During this stage CV's response shall be evaluated for

functionality based on achieving a minimum score of **70%** specified in the Terms of Reference of this bid. CVs from the bidders who are successful in meeting the functionality threshold of **70%** shall be invited to attend an interview.

- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids shall evaluate and score all CVs based on their submissions and the information provided.
- c. Bidders need not rate themselves but to ensure that all information is supplied as required. The Bid Evaluation Committee/s (BECs) shall evaluate and score all responsive CVs and shall verify all documents submitted by the bidders.

3.3 Phase III: Functionality evaluation – Interview/Presentation

- a. GTAC shall invite bidders who score a minimum threshold of **75% and above** for Interview that forms part of the technical/functionality evaluation process in the Terms of Reference. Bidders/CVs who are successful in meeting the functionality threshold of **75%** during the interview/presentation process, will be evaluated further on Price and Specific Goals (PPR).

3.4 Phase IV: Price and Specific goals evaluation in terms of Preferential Procurement Regulations 2022

The maximum points for this invitation of bid are allocated as follows:

Preferential Procurement Regulations, 2022	POINTS
Price	80
Specific Goals as Stated in the TOR and SBD 6.1 form of this invitation	20
Total Points for Price and Specific Goals	100

4. SCORING METHODOLOGY

- a. Each BEC members shall rate each individual criterion on the score sheet using the values: **1-5** as detailed in the Terms of Reference (TOR) scoring criteria.
- b. Each CVs shall be evaluated independently in line with evaluation criteria specified in TOR.
- c. Individual value scores of BEC panel members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidder that have met or exceeded the minimum threshold of 70% for desktop evaluation and 75% for interview/presentation will be considered for (PPR) price and specific goal evaluation.

5. MANDATORY REQUIREMENTS

- 5.1. NB: Failure to comply with these requirements below your bid will be disqualified.
- 5.1.1. CVs from persons employed by the State shall not be considered/ Bidder representative (Director/Shareholder/Proposed Resource) must not be employed by the state.
- 5.1.2. Where certified qualifications are not submitted, or qualifications are not in the relevant field as mentioned above or no certified SAQA certificate is provided (where applicable) the bid shall be disqualified as stated in the TOR of this invitation.
- 5.1.3. SBD 3.3 pricing schedule/financial proposal must be completed and submitted before or on the closing date of the bid invitation in a separate sealed envelope and clearly marked "pricing schedule SBD 3.3/Financial Proposal". Failure to comply with this requirement shall lead to a disqualification of the bid. Any other format of Financial Proposal other than prescribed herein may lead to the disqualification of the bid.

6. TAX CLEARANCE CERTIFICATE/CSD REPORT AND ID COPIES

A valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid Tax Clearance Certificate or SBD2 or Central Supplier Database (CSD) summary report /SARS pin registration number must be provided with this bid; and

ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. (State Security Agency).

7. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

8. CLIENT BASE

- 8.1 GTAC reserves the right to contact references during the evaluation and adjudication process to obtain information.

9. LEGAL IMPLICATIONS

Successful bidder/s must be prepared to enter into a contract with the GTAC.

10. COMMUNICATION

Professional Services Procurement (PSP) within GTAC shall communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official.

11. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders shall result in invalidation of such bids.

12. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate

the contract in whole or in part and 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.

13. FRONTING

a. The GTAC supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the GTAC condemns any form of fronting.

b. The GTAC, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct

business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

14. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter formal contract with the GTAC.

15. PACKAGING OF BID

The bidder shall place both the sealed Functionality/Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

15.1. FUNCTIONALITY PROPOSAL

- 15.1.1. Bidders must submit only original hard bid proposal. The original file/envelop must be packaged as follows and clearly marked as "Original".

	Part 1a: Standard Bidding Documents and Administrative Compliance
1	SCM SBD 1 – Invitation to bid
2	SCM SBD 4 – fully completed and signed Bidder's Disclosure
3	SCM SBD 6.1 – Completed and signed Preference Points Claim Form
4	Central Supplier Database (CSD) Registration Report or CSD Registration pin number. ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. (State Security Agency).
	Part 1b: Technical proposal
5	Bidder's technical proposal cover page
6	Technical proposal <ul style="list-style-type: none"> All technical proposal requirements to be provided as per attached TOR
7	Certified copy(s) of academic or tertiary qualifications.
8	Other supporting documents

NB: Bidders will be disqualified if SBD 4- form is not submitted or are found not to be true and complete in every respect.

15.2. FINANCIAL/PRICE PROPOSAL

15.2.1 The bidder must submit original financial/price proposal and the envelope must be clearly marked as follows:

NB: In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed including the names of relevant, correct resource/s as indicated in the CV.

BID DESCRIPTION:	THE PROVISION OF SERVICES TO THE JOBS FUND AS TEAM LEADER (X2) IN THE PROJECT MANAGEMENT UNIT
BID No:	GTAC: 002-2023-24
Submission closing date:	Wednesday, 10 May 2023
Submission closing time:	11:00 am
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

16. CONTACT DETAILS

Professional Services Procurement, 24th floor at GTAC,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For any enquiries, email: psp@gtac.gov.za

NB: BID PROPOSALS MUST BE DEPOSITED IN THE GTAC TENDER BOX SITUATED AT RECEPTION AREA, GROUND FLOOR AT 240 MADIBA BUILDING, CORNER THABO SEHUME AND MADIBA STREETS IN PRETORIA (RSA) NATIONAL TREASURY BUILDING.

NB: ANY BID PROPOSAL DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX WILL BE DISQUALIFIED.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC))							
BID NUMBER: GTAC 002-2023-24		CLOSING DATE: 10 MAY 2023		CLOSING TIME: 11:00 AM			
DESCRIPTION THE PROVISION OF SERVICES TO THE JOBS FUND AS A TEAM LEADER (X2) IN THE PROJECT MANAGEMENT UNIT.							
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
BID PROPOSALS MUST BE DEPOSITED IN THE GTAC TENDER BOX SITUATED AT RECEPTION AREA, GROUND FLOOR AT 240 MADIBA BUILDING, CORNER THABO SEHUME AND MADIBA STREETS IN PRETORIA (RSA) NATIONAL TREASURY BUILDING.							
NB: ANY BID PROPOSAL DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX WILL BE DISQUALIFIED.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON		Conory Mgwena		CONTACT PERSON		Conory Mgwena	
TELEPHONE NUMBER		012 395 6617		TELEPHONE NUMBER		012 395 6617	
FACSIMILE NUMBER		-		FACSIMILE NUMBER		-	
E-MAIL ADDRESS		psp@gtac.gov.za		E-MAIL ADDRESS		psp@gtac.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	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?						<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?						<input type="checkbox"/> YES <input type="checkbox"/> 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:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)																														
Trading name (if applicable)																														
ID/Passport no											Company/Close Corp. registered no																			
Income Tax ref no											PAYE ref no	7																		
VAT registration no	4										SDL ref no	L																		
Customs code											UIF ref no	U																		
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														
Postal address																														

Particulars of representative (Public Officer/Trustee/Partner)

Surname																														
First names																														
ID/Passport no											Income Tax ref no																			
Telephone no	C O D E					N U M B E R					Fax no	C O D E					N U M B E R													
E-mail address																														
Physical address																														

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: GTAC002-2023-24

CLOSING TIME 11:00 AM ON 10 MAY 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES
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THE PROVISION OF SERVICES TO THE JOBS FUND AS A TEAM LEADER (X2) IN THE PROJECT MANAGEMENT UNIT.

- Services must be quoted in accordance with the attached Terms of Reference.
- All prices quoted **must** be inclusive of all applicable taxes, if no indication is given, prices will be evaluated as all-inclusive.

Total cost of the assignment (All applicable taxes Included) R** _____

- NB: Service Providers are also advice to indicate the detailed total cost of breakdown for this assignment and the financial proposal for this assignment should cover for all assignment activities as per the Terms of Reference (ToR) including the potential disbursements.**
- Period required for commencement with project after acceptance of bid _____
- Are you a VAT vendor? Yes/No
- Are the rates quoted firm for the full period? Yes/No
- If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding this RFB procedures may be directed to: PSP@gtac.gov.za

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price	80	
The specific goals allocated points in terms of this tender.	20	
Black ownership (Minimum of 30% black ownership in the company)	5	
Disability (Minimum of 10% ownership in the company)	5	
Women (Minimum of 30% Women ownership in the company)	5	
Youth (Minimum of 10 % youth ownership in the company)	5	
Total Points.	100	

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:



TERMS OF REFERENCE

For the Provision of Services to the Jobs Fund as Team Leader in the Project Management Unit

Programme Identification

Name of Client	The Jobs Fund
Project Reference Number	PN558
Name of Project	Provision of Services to the Jobs Fund as Team Leaders (x2) in the Project Management Unit
Contracting Authority	Government Technical Advisory Centre (GTAC), National Treasury
Accountable Officer	Ms. Najwah Allie-Edries
Project Purpose	Provision of Services to the Jobs Fund as Team Leaders (x2) in the Project Management Unit

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1 Request for Proposal

Suitably qualified service providers are invited to respond to this Terms of Reference (ToR) for provision of services to the Jobs Fund for 2 Team Leaders in the Project Management Unit. The service provider must put forward an appropriately qualified and suited, individual/s with relevant experience to fulfil the requirements.

2 Background Information

2.1 The Jobs Fund

The President announced the Jobs Fund during the State of the Nation Address on 10 February 2011. The objective of the Jobs Fund is to co-finance innovative public and private sector initiatives that will significantly contribute to job creation. The Jobs Fund operates on challenge fund principles, as a catalyst for innovation and investment in new ways of working that directly contribute to long term sustainable employment creation. The main component of the programme is the Jobs Fund, a multi-year R9 billion government investment programme, which leverages complementary funding from public and private sector project partners.

Globally, challenge funds have been used as an effective and versatile financing mechanism with which to channel public money to catalyse pro-poor innovation and investment in emerging markets and to provide profitable ways of improving market access for the poor. In practice, challenge funds are highly versatile, and can be deployed across a variety of contexts and sectors, targeting a range of outcomes from financial education to enterprise-linked poverty reduction and 'pro-poor' growth.

The ultimate development goal of a challenge fund is, through a finite intervention period, to stimulate a long-term change in the way that local supply chains and market systems work, so as to overcome cost, technology, financial and other barriers, which may have excluded poor producers and households in the past. Systemic change in the way that market systems work is typically the desired outcome of a challenge fund and is the product of a coincidence of factors (new technology, an environment conducive to investment, a strong and innovative private sector, etc.).

The Jobs Fund assists partners in piloting innovative approaches to sustainable job creation through four funding windows, namely, Enterprise Development, Support for Work-seekers, Infrastructure and Institutional Capacity Building. The Fund accepts applications from the private, public and non-governmental sectors during calls for

proposals and project partners are required to share both risk and costs by matching the grant fund allocation generally on a ratio of 1:1.

In addition to focusing on creating jobs for the unemployed, the Jobs Fund has an explicit learning and knowledge dissemination agenda, which is intended to encourage new thinking and new approaches to job creation. During the implementation process, a significant body of learning has been generated. Project-level evaluation presents an opportunity to initiate the process of documenting and sharing these insights in terms of what models are most successful in job creation and which of these models are replicable and show promise for scalability.

2.2 Need for Two (2) Team Leaders

The Jobs Fund has an existing portfolio of about 50 implementing projects.

The Fund capacity is also used to support the management of a portfolio of projects on behalf of the Presidential Youth Employment Intervention.

The Jobs Fund requires additional Team Leaders who will be responsible for managing a portfolio of projects.

2.3 Job Description Key Result Areas

The purpose of this Terms of Reference is to secure two individuals to provide services to the Jobs Fund and deliver as outlined below:

JOB DESCRIPTION KEY RESULT AREAS	KEY ACTIVITIES / OUTPUTS
1. MANAGEMENT OF FUNDING ROUND INCL. APPLICATION, APPRAISAL AND APPROVAL	<ul style="list-style-type: none"> • Conduct research and provide strategic inputs on the design of the fund and future funding initiatives and develop impact assessment criteria; • Assist with the origination of projects to strengthen the Jobs Fund Project Pipeline; • Select high-impact projects aligned to term sheet, JF policies and knowledge outcomes; • Provide quality assurance on allocated projects including admin support related to projects-Decision records, minutes etc. • Support staff and applicants.
2. CONTRACTING	<ul style="list-style-type: none"> • Quality assurance of Activity Based, Costing Project Implementation Monitoring Plans (ABC PIMPs); • Support the contracting process through training, negotiations and preparation/ Quality assurance of contracting documentation; and • Implement effective contracting strategies to ensure process is completed and contracting conditions have been met.

3. POST-INVESTMENT MONITORING	<ul style="list-style-type: none"> • Input at project monitoring committees-Project Implementation Review Meeting (PIRM), and participating in Project Close-out Reports (PCR), Post Implementation Monitoring Reporting Meetings etc. • Participate in Design and implement Year-End Review (YER) process; • Communicate and manage audit logs in Project Management Unit (PMU); • Participate in finance processes and the preparation of documentation: <ul style="list-style-type: none"> ○ Secondary Bank accounts ○ Surplus documentation
3. RELATIONSHIP MANAGEMENT	<ul style="list-style-type: none"> • Implement relationship management mandate for the Jobs Fund; • Develop and maintain strategic relationships with Jobs Fund partners and other stakeholders. • Provide oversight/ manage intermediaries. Develop governance frameworks and manage implementation.
4. KNOWLEDGE HARVESTING AND SHARING	<ul style="list-style-type: none"> • Implement the internal knowledge agenda strategy for the Jobs Fund which include the management and/or production of: <ul style="list-style-type: none"> ○ Practice notes/ Standard Operating Procedures (SOPs) ○ Brown bags ○ Project Close -Out Reports • Implement external knowledge strategy for the Jobs Fund which includes the management and/or production of: <ul style="list-style-type: none"> ○ Research papers/ Learning series ○ Community of Practice (COP/ Webinars) • Assist with project evaluation work and draft analytical pieces for the Jobs Fund.
5. TALENT MANAGEMENT	<ul style="list-style-type: none"> • Assess staff skills gaps & align unit training plan to skills gaps. • Manage and guide teams towards the achievement of Jobs Fund deliverables and/or targets and creating a high performing team. • Manage resourcing and balancing work allocations; • Assess staff performance throughout financial year, assesses skills gaps and align training to gaps identified. • Organising and managing Staff events.

6. STRATEGY IMPLEMENTATION AND RISK MANAGEMENT	<ul style="list-style-type: none"> • Implement disbursement strategy and identify opportunities for improvement; • Efficient planning around disbursement including identifying disbursement risks and mitigants, cashflow and impact; • Review and update the Jobs Fund Operating Guidelines, Standard Operating Procedures on an ongoing basis; • Provide input into the strategic planning processes of the Jobs Fund. • Adopt strategic projects and drive for better co-ordination and outcomes (escalation of issues, management interventions, risk-based site visit scheduling and length, management attendance of Project Steercoms, etc) • Provide support for development, assessment, and management of project improvement plans. • Adherence to disbursement timelines and process as per the Disbursement Framework. • Contribute to the development of risk management framework for the Jobs Fund. • Lead the implementation of strategic assignments including the establishment of new programmes. • Provide inputs into the submission of documents required to facilitate decision-making on additional budget allocations to the Jobs Fund (and related programmes) by relevant stakeholders.
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2.4 Scope of the Services to be Provided

The tasks to be performed is as outlined above.

2.5 Required Expertise and Experience required

The following expertise and experience are being sought –

- i. At least 7 years' experience and track record working with local economic development programmes in respect of undertaking appraisals of applications for grant funding, managing the contracting process for the projects approved for grant funding, and the periodic monitoring performance of projects.
- ii. At least 7 years' experience and track record in respect of economic project / programme development and support.
- iii. Strong economics background with experience in active labour market interventions.
- iv. A strong financial background, in respect of financial analysis of project financial models and knowledge of the economics of different sectors.

Qualifications:

- v. A post graduate qualification (NQF 8) in Development Finance; Economics; Business Management; Project Management; Fund Management, or related field; and

A post-graduate qualification or internationally recognized certification in Project Management.

NOTE: Where certified qualifications are not submitted, or qualifications are not in the relevant field as mentioned above or no certified SAQA certificate is provided (where applicable) the bid will be disqualified.

3 Reporting

The successful service provider will report to the Project Director in the Jobs Fund Project Management Unit.

3.1 Geographical Area

The Jobs Fund is based in Pretoria. Project implementation sites are located country wide.

3.2 Facilities to be Provided by the Service Provider and Jobs Fund

The Jobs Fund will provide, where necessary, office facilities including telecommunications and stationery and administrative support as required.

Additionally, the Jobs Fund will arrange and pay for all travel and accommodation arrangements that may be required for project visits.

3.3 Sub-Contracting

The work that the service provider will be contracted to do shall not be sub-contracted.

3.4 Performance

- i. Performance will be reviewed by the Jobs Fund during the delivery of the project work.
- ii. Should performance be below the required standard, or should funds not be available, the contract may be terminated before the contract period is completed.

4 Contract Period

- i. The contract shall be for a period of twelve (12) months with an option to renew for an additional twelve (12) months at the Jobs Fund's discretion.
- ii. In the event of an extension, an annual escalation will be applicable limited to 6% of the agreed hourly rate.

5 Remuneration and level of effort

- i. The Team Leader shall be remunerated on an hourly rate of R600.75 per hour excluding VAT. . A 5% provision for disbursements will be made on the total bid price.

6 The maximum level of effort required over the 12 month period will be 230 normal working days (maximum of 8 hours per day) or 1 840hours in total. **Submission requirements**

Applicants are required to indicate the following:

- i. An indication if the bidder is contracting individually or through an organisation.
- ii. At least three recent contactable references.
- iii. A comprehensive CV. CVs should highlight the specific experience and expertise sought by the Jobs Fund, as stipulated in the Evaluation Criteria below.
- iv. **Organisations submitting CVs on behalf of their employees should submit no more than two (2) CVs. If an organization submits more than 2 CVs, only the first two CVs in the pack shall be considered.**
- v. The details of relevant assignments must be clearly stated in **Annexure 1** as provided.
- vi. A statement of availability: applicants are requested to indicate their availability over the duration of the contract.
- vii. Certified copy of the highest qualification as outlined above.

7 Evaluation Criteria

The selection shall be based on the following two-stage process:

Stage	Description	Minimum Threshold
One	The Proposals will be assessed based on the criteria below and bidders that meet the minimum threshold of 70% will be invited to participate in Stage 2.	70%
Two	Selected bidders will be required to attend a session whereby they will present their proposal to a panel and thereafter will be interviewed. Those bidders reaching a minimum threshold of 75% for the interview will be considered for appointment.	75%

A bidder with highest aggregate score (stage one plus stage two) will be selected.

7.1 Stage one

Each proposed individual will be evaluated independently. All proposals will be evaluated on the following criteria:

Evaluation Criteria	Weight	Scoring Criteria
<p>a) Qualification</p> <p>a) Highest Qualification (as outlined above)</p> <p>(i) Note: if the qualification is from an institution outside South Africa, applicants are to submit a certified copy of the certificate from The South African Qualifications Authority (SAQA)</p> <p>(ii) Where certified qualifications are not submitted, or qualifications are not in the relevant field as mentioned above or no certified SAQA certificate is provided (where applicable) the bid shall be disqualified.</p>	N/A	Eligible or Ineligible
<p>b) Track record in developing a pipeline of fundable projects, working for/with development finance institution(s)/donor organisations appraising project applications for grant funding, managing the contracting process for approved projects, managing the implementation of a programme of projects to completion.</p> <p><i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1 as Evaluation Criteria B</i></p>	25%	<p>For each Evaluation Criteria (b) to (e) scoring is as:</p> <p>5 = > 10 years combined experience in one or more of the specific areas</p>
<p>c) Track record in implementing active labour market interventions/ job creation initiatives/ enterprise development/local economic development initiatives.</p> <p><i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1 as Evaluation Criteria C</i></p>	25%	<p>4 = 9 - 10 years combined experience in one or more of the specific areas</p>
<p>d) Project management experience utilising formal project management tools such as Project Management Body of Knowledge (PMBOK).</p>	25%	<p>3 = 8 - 9 years combined experience in one or more of the specific areas</p>

Evaluation Criteria	Weight	Scoring Criteria
<i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1 as Evaluation Criteria D</i>		2 = –7-8 years combined experience in one or more of the specific areas
e) Technical Experience in the following areas: i. Applied Labour Market Research & Analysis ii. Deep area knowledge e.g. Township Economic Development/ SME Development/ Transitioning youth from education to work iii. Economic Sectors e.g. Global Business Skills/Digital Skills/Agriculture/ analysis and development of job creation strategies/interventions. iv. Financial management. v. Stakeholder Engagement <i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1 as Evaluation Criteria E</i>	25%	1 = < 7 years combined experience in one or more of the specific areas
Total		100
Minimum threshold		70%

The service providers that achieve the minimum threshold in Stage One will be called for an interview. Failure to meet the threshold score of **70%** will result in disqualification of bidder.

7.2 Stage Two

Those bidders that meet the minimum threshold in Stage One will attend an interview, which will include delivering a presentation to the evaluation panel. This process will be used to verify the following:

NO	Evaluation Criteria	Guidelines For Criteria Application	Weight
1	Demonstration of knowledge and skills	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level)	60

NO	Evaluation Criteria	Guidelines For Criteria Application	Weight
		2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	
2	Demonstration of the understanding of the ToR and responsiveness of the proposal to the ToR	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	40
	Total		100
	Minimum threshold		75%

Failure to meet a minimum total interview threshold of 75% will result in disqualification of bidder.

A bidder with highest aggregate score (stage one plus stage two) will be selected.

7.3. Stage Three

Specific Goals	Means of verification	80/20 Points
Black ownership (Minimum of 30% black ownership in the company)	CSD Report	5
Disability (Minimum of 10% ownership in the company)	CSD Report	5
Women (Minimum of 30% Women ownership in the company)	CSD Report	5
Youth (Minimum of 10 % youth ownership in the company)	CSD Report	5
Total points		20

A bidder with highest score of stage three will be selected for appointment.

8 Contracting Authority

The Contracting Authority will be the Government Technical Advisory Centre (GTAC).

9 Bid Validity

The invitation of bid will be valid for a period of ninety (90) days from the closing date.

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
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
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32. Taxes and duties
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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>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.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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 Programme (NIP)	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.