

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	GTAC 011-2023-24	CLOSING DATE:	30 JUNE 2023	CLOSING TIME:	11h00
DESCRIPTION	PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx (2 x MFRS TECHNICAL ADVISORS)				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GTAC TENDER BOX AT RECEPTION AREA GROUND FLOOR					
240 MADIBA STREET					
NATIONAL TREASURY BUILDING					
CNR THABO SEHUME AND MADIBA STREETS, PRETORIA (RSA)					
NB: ANY BID PROPOSAL THAT WILL BE DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX WILL NOT BE CONSIDERED.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Aletta Mbuyane		CONTACT PERSON	Aletta Mbuyane	
TELEPHONE NUMBER	012 315 5867		TELEPHONE NUMBER	012 315 5867	
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
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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	CODE - NUMBER	Fax no	CODE - NUMBER
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	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	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
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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

Name of applicant/
Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

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.

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

BID NUMBER: GTAC 011-2023-24

DESCRIPTION: FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx: 2 x TECHNICAL ADVISORS.

CLOSING TIME: 11:00 AM

CLOSING DATE: FRIDAY,30 JUNE 2023

INFORMATION TO BIDDERS

BID NUMBER: GTAC 011-2023-24

DESCRIPTION:PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx:

2 x MFRS TECHNICAL ADVISORS

**MFRS Rapid Response Team: Specialist support in Engineering (x1) and
Legal Services (x1)**

CLOSING TIME: 11:00 AM

CLOSING DATE: FRIDAY, 30 JUNE 2023

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc.	Title	Type	Purpose
1	Information to Bidders	Pdf	For Information
2	CV templates for positions indicated in the TOR (Annexure A)	MS Word	For completion in the MS Word Form as provided.
3	Terms of reference	Pdf	Technical Requirements
4	SBD 1 – Invitation to bid	Pdf	To be printed, filled in full and signed.
5	- SBD 2 – Tax clearance certificate requirements. - CSD report/ SARS pin number/MAAA registration number. - ID copies	Pdf	- Tax Clearance Certificate to be submitted for screening purposes. (State Security Agency) - Provide CSD number /SARS pin/ - ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. (State Security Agency)
6	SBD 4 – Bidder's Disclosure	Pdf	To be printed, filled in full and signed.
7	General Conditions of Contract	Pdf	To be printed, and to initial all pages
8	SBD 3.3 pricing schedules must be submitted before or on the closing date of the bid in sealed envelopes as Annexure C and clearly marked pricing schedule/Financial proposal.	Pdf	Information requirement for compliance

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

This 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).

2.1 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.

2.2 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 27 June 2023**
- 2.2.3 The submission bid number [GTAC: 011-2023-24] should be included in the subject line of the email.
- 2.2.4 No telephonic requests for clarification shall be entertained.
- 2.2.5 The clarifications shall be made available to all bidders by a notification on the following websites:
https://www.gtac.gov.za/Pages/Advertised_Tenders.aspx
<http://www.treasury.gov.za/tenderinfo/GTAC/tenders.aspx>/tender e-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 must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.

Document to be submitted	Requirement	Non-submission may result in disqualification?
Hard copy proposal delivered to GTAC tender box before closing date and time	Delivery of a hard copy proposal before the closing date and time.	YES
Invitation to bid – SBD 1	Complete and sign the supplied pro forma document.	NO

Document to be submitted	Requirement	Non-submission may result in disqualification?
Central Supplier Database (CSD) Registration Report or CSD Registration number	Bidders must be registered the Central Database System and submit the Report as confirmation of registration at the closing date of the bid.	NO
Pricing Schedule-SBD 3.3	Complete and sign the supplied pro forma document.	YES
Bidder's Disclosure – SBD 4 Paragraph 4.1.3 of the attached TOR	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document.	NO
Two Envelope System	Technical and Price Proposal to be submitted separately	YES

GTAC reserves the right to reject applications that are not submitted in the prescribed format or where the information presented is illegible or incomplete.

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 **65 %** specified in the Terms of Reference of this bid. CVs from the bidders who are successful in meeting the functionality threshold of 65% 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

- a. GTAC shall invite bidders who score a minimum threshold of **65% 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 65% during the interview process, will be evaluated further on Preferential Procurement Regulation (PPR).

3.4 Phase IV: Preferential Procurement Regulation (PPR).

- 3.4.1 The applicable formula (80/20) will be utilised to evaluate the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below.

Table: PPR

Number of points allocated (80/20 system)	
Price	80
The specific goals in terms of this tender	20
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	10
Women percentage of ownership: 30% and above	10
Total Points	100

4. SCORING METHODOLOGY

- a. Each BEC panel member shall rate each individual criterion on the score sheet using the values: **1-5** as detailed in the TOR scoring criteria.
- b. 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 panel members. Only CVs that have met or exceeded the minimum threshold of 65 % for desktop evaluation and interview will be considered for PPR evaluation.

5. MANDATORY REQUIREMENTS

NB: Failure to comply with this bid requirements as stated in the Terms of Reference (TOR) will be disqualified.

6. TAX CLEARANCE CERTIFICATE

A valid tax pin must be provided for purposes of verifying that the tax matters 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 validation of Tax status i.e., Registration number from Central Supplier Database (CSD) must be provided with this bid.

Bidder's tax matters must be compliant at the time of award. In case where a bidder's tax matters are non-compliant a bidder will be given a minimum of seven (7) days to remedy the tax matters. Failure to remedy this will invalidate the bid.

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 service level agreement with the GTAC.

The GTAC reserves the right to award this bid on a non-exclusive basis, i.e. GTAC may procure similar services outside this bid with the view of securing the best service and value for money.

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 Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

The envelope is to be addressed as follows:

BID DESCRIPTION:	PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx: 02 x TECHNICAL ADVISORS.
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BID No:	GTAC: 011-2023-24
Submission closing date:	Friday, 30 June 2023
Submission closing time:	11:00 am
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

15.1 The envelope must be addressed as follows:

PRICE SCHEDULE SBD 3.3 (FINANCIAL PROPOSAL) ANNEXURE C

BID DESCRIPTION:	PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx: 02 x TECHNICAL ADVISORS.
BID No:	GTAC: 011-2023-24
Submission closing date:	Friday, 30 June 2023
Submission closing time:	11:00 am
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

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.

16 CONTACT DETAILS

Professional Services Procurement, Ground floor at National Treasury Reception Area,
Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: GTAC 011-2023-24

CLOSING TIME 11:00 ON 30 JUNE 2023

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY * (ALL APPLICABLE TAXES INCLUDED)
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PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx (2 x MFRS TECHNICAL ADVISORS)

- Services must be quoted in accordance with the table below in line with the attached TOR. The total estimated hours as per paragraph 6.1.3 of the terms of reference will amount to a maximum of **1 840** hours per financial year (1 April to 31 March).

1. 1 x Engineering Specialist

Name of Resource	Hourly rate (exclusive of all applicable taxes)	Hourly rate (inclusive of all applicable taxes)
1.	R	R

1 x Legal Services Specialist

Name of Resource	Hourly rate (exclusive of all applicable taxes)	Hourly rate (inclusive of all applicable taxes)
1.	R	R

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

- All bidders are requested to quote hourly rate inclusive of all applicable taxes for price/financial evaluation purposes.

3. Price will be evaluated as indicated below:

3.1 PREFERENTIAL PROCUREMENT REGULATION, 2022 (PPR) EVALUATION BASED ON 80/20 PRINCIPLE

3.1.1 The applicable formula (80/20) will be utilised to evaluate the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below.

Table : PPR

Number of points allocated (80/20 system)	
Price	80
The specific goals in terms of this tender	20
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	10
Women percentage of ownership: 30% and above	10
Total Points	100

NB: Remuneration of TAs has been benchmarked against public service rates taking into account reasonable adjustments for overhead costs of long-term consultants. The rate for the TAs will thus be capped at R750.00 per hour **excluding** VAT or R862.50 per hour **inclusive** of VAT.

Any enquiries regarding bidding procedures may be directed to –

Department: GTAC

Contact Person: Aletta Mbuyane

Tel: (012) 315 5867

E-mail address: aletta.mbuyane@gtac.gov.za

Any enquiries regarding technical enquiries may be directed to –

Email address: psp@gtac.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.

TERMS OF REFERENCE

FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE INTERGOVERNMENTAL RELATIONS (IGR) DIVISION TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx

**MFRS Rapid Response Team: Specialist support in Engineering (x1) and
Legal Services (x1)
PN 1027**

BACKGROUND INFORMATION

Programme Identification

Tender reference:	
Contracting authority	Government Technical Advisory Centre (GTAC), National Treasury
Name of project work stream	MFIP IIIx: Municipal Financial Recovery Service (MFRS) Support
Budget Manager	Johnson Matshivha Chief Director: MFIP
Purpose	Provision of technical advice and support to implement Chapter 13 of Municipal Finance Management Act related requirements
Planned start date	On or about 01 July 2023

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1 PURPOSE OF THESE TERMS OF REFERENCE

- 1.1. GTAC is seeking highly qualified, skilled, and experienced Technical Advisors (TAs) to provide professional services to support the National Treasury in the implementation of the Municipal Finance Improvement Programme (MFIP) Phase IIIx.
- 1.2. These terms of reference detail the general and specific qualifications, skills and experience requirements, the work that will be expected to be performed as well as other relevant contractual and working arrangements that will apply.
- 1.3. Offers will be accepted from individuals and/or companies that propose to provide resources for this work. The basis for the evaluation will be the qualifications, skills, and experience of individuals.
 - Section 2 sets out background information on GTAC, the NT, MFIP IIIx and the TA sourcing process.
 - Section 3 sets out the specific requirements for TAs in terms of the stipulated focus areas and activities.
 - Section 4 sets out minimum submission requirements that will need to be met by bidders.
 - Section 5 outlines the criteria that will be used to evaluate the functionality of bids.
 - Section 6 sets out the general requirements expected from TAs.
 - Section 7 outlines important contractual conditions that will apply to successful bidders.

2 BACKGROUND INFORMATION

2.1 General

- 2.1.1 GTAC is an agency of National Treasury, established to provide advisory services, programme management and transaction support across all spheres of government. Its central mandate is to assist organs of state in building capacity for efficient, effective, and transparent public finance management and in implementing high-impact government initiatives.
- 2.1.2 GTAC contributes to public finance management capacity development and knowledge sharing by:
 - (a) Promoting collaborative and innovative approaches to service delivery challenges, in collaboration with partner institutions;
 - (b) Developing and adapting methodologies and tools designed to meet government and public-sector management requirements;
 - (c) Communicating and publishing evaluation reports, case studies and research papers; and

(d) Public finance professional development.

2.1.3 GTAC implements its mandate through a client-focused and project-based approach and collaborates with partners inside and outside government in the development and delivery of its services.

2.1.4 GTAC has been appointed by the Office of the Accountant General to appoint resources for phase IIIx of the Municipal Finance Improvement Programme (MFIP).

2.2 National Treasury and the Intergovernmental Relations (IGR)

2.2.1 The National Treasury is committed to building capacity for sound and transparent financial management, across all three spheres of government.

2.2.2 The National Treasury has pursued an aggressive financial management reform and modernisation agenda in local government. To date, significant progress has been made of which milestones include, among others:

- Promulgation of the Municipal Finance Management Act (MFMA), 2003;
- Development and implementation of a fiscal framework aimed at supporting the Constitutional objectives of local government;
- Development and implementation of a budgeting framework for local government through the Municipal Budget and Reporting Regulations, 2009;
- Development and implementation of an in-year reporting framework, including the monitoring of conditional grant performance;
- Continuous refinement of the accounting standards (GRAP Standards) directly aligned to the principles of accrual accounting; and
- Promulgation of the Municipal Regulations on a Standard Chart of Accounts (mSCOA) on 22 April 2014, where after municipalities had a three-year preparation period to comply with the Regulation by 1 July 2017.

2.2.3 The IGR promotes and enforces transparency and effective management in respect of revenue expenditure, assets, and liabilities of institutions in all three spheres of government. This includes the administration of the National Revenue Fund (NRF), the Reconstruction and Development Programme Fund (RDPF), and Banking Services (BS) for national departments. The OAG is the custodian of the PFMA and MFMA and is responsible for developing policies and frameworks on accounting, internal audit and risk management.

2.3 Background to MFIP IIIx

- 2.3.1 As a result of the persistent poor performance of municipalities over the past fifteen years, numerous support programmes and interventions have been initiated by both national and provincial governments in an effort to improve the capacity of local government, address inadequate service delivery issues, and enhance good governance through improved accountability and transparency.
- 2.3.2 The Municipal Finance Improvement Programme is incorporated into the National Treasury (NT) Strategic Plan, and currently institutionalised within the NT, in the Inter-Governmental Relations (IGR). The overall strategic goal of the programme is to facilitate improvements in the management of the financial affairs of municipalities, and to facilitate effective implementation of the Municipal Finance Management Act (MFMA), Act 56 of 2003.
- 2.3.3 The MFIP supports Pillar 3, Priority 6 of Government's Medium-Term Strategic Framework (MTSF: 2019 – 2024), in building a capable, ethical and developmental State as it relates to outcome 2, i.e. functional, efficient and integrated government.
- 2.3.4 The current MFIP is a strategically driven programme of technical assistance aligned to the six LGFM game changers, designed to build the institutional and technical financial management capacity of NT, PTs and Municipalities. This is mainly achieved through the placement of Technical Advisors (TAs) within the MFMA support units of provincial treasuries, and the Budget and Treasury Office (BTO) of municipalities.
- 2.3.5 The MFIP IIIx operating model is set out in the figure below and illustrates the alignment of the integrated project work streams to the six LGFM game changers. It further shows the three modalities of providing direct institutional and technical capacity support to selected NT divisions, PT municipal finance units and the BTOs of identified municipalities.

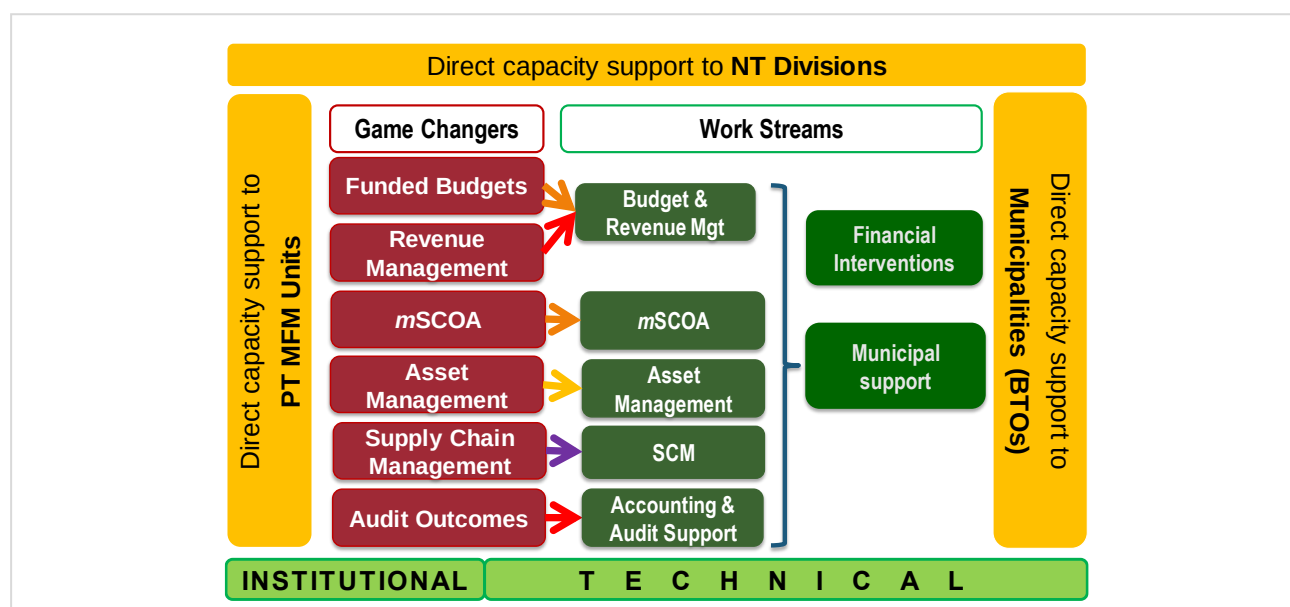


Figure 1: MFIP Operating Model

- 2.3.6 The MFIP Programme Management Unit (PMU) is responsible for providing the overall strategic leadership, oversight, management, and support required for the successful implementation of the Municipal Finance Improvement Programme.
- 2.3.7 The PMU is led by a Chief Director who is supported by Directors and other Project Support officials. The PMU oversees the work performed by MFIP TAs deployed to the NT, respective PTs and participating municipalities.
- 2.3.8 The MFIP also works in close consultation with relevant NT Chief Directorates to ensure coherence of policy implementation and specialist support and the co-development of initiatives, tools and systems that can be used to strengthen overall improvements in the local government financial management space.
- 2.3.9 This ToR is primarily for 2 (two) MFRS Advisors who will be placed via the MFIP at the National Treasury (LGBA) namely:
- Engineering Specialist (x1)
 - Legal Services Specialist (x1)

3 SPECIFIC TA REQUIREMENTS

3.1 Overall Objective

The MFRS Raid Response Team will be responsible for providing technical assistance to carry out MFRS functions to assist municipalities with the resolution of financial problems and other related MFMA provisions, in collaboration with other sector departments, through:

- (a) Preparation of financial recovery plans;
- (b) Monitoring the implementation of the recovery plans;
- (c) Assisting municipalities to identify the causes of and potential solutions to the financial problems;
- (d) Collecting information on municipal financial management and financial governance problems and on best practices in resolving the problems;
- (e) Assisting in the overall improved organisational performance in municipalities; and
- (f) Improving the service delivery provision by the municipalities and overall infrastructure planning.

3.2 Specific Scope of Work

Accordingly, the following key focus areas and related activities (as per Table 1 below) must be implemented through the efforts of the MFRS Raid Response Team:

- Development of financial recovery plans within the legislated timeframes
- Monitoring the implementation of financial recovery plans
- Capacity building and technical support on the resolution of financial problems

Table 1: MFRS Focus Areas and Key Activities

Focus Area	Key Activities
Development of Financial Recovery Plans (FRPs)	• Status quo assessments: conduct a municipal status quo assessment in each municipality to inform the development of voluntary, discretionary and mandatory financial recovery plans, which must cover the following areas: finances, governance, institutional arrangements and service delivery. • Preparation of FRPs inputs including working sessions with municipalities. • Collation of different FRP inputs and consolidation of FRP. • Stakeholder engagements: Engage with the Provincial Departments of Co-operative Governance, the Provincial Treasuries, municipal creditors, employee organisations and municipal leadership in the development and finalisation of FRPs. • Revise the framework for the Financial Recovery Plan. • Assist in the development of models to enhance the value of the Financial Recovery Plan

Focus Area	Key Activities
Monitoring implementation of an FRPs	• Ensure that monthly progress reports by municipalities on the implementation of the FRP are submitted by the due date. • Follow up any non-compliance with reporting timeframes. • Verify the information on reports submitted to ensure that reporting is a true reflection of actual progress. • Conduct quarterly audits on the municipality's portfolio of evidence to verify progress and prepare a report on findings. • Report all areas of slow progress and non-compliance for escalation within the National Treasury. • Simplify the current dashboards to monitor progress in the implementation of the Financial Recovery Plan. • Ensure that FRPs are regularly reviewed and updated. • Prepare management reports on the status of FRP implementation in municipalities.
Capacity building and technical support	• Assist with the building of capacity in the Provincial Treasuries to develop and monitor the implementation of voluntary and discretionary FRPs. • Assist PTs and municipalities with reporting challenges on FRP templates. • Provide guidance and support in the implementation of the financial recovery plans/ MFRS functions as required in terms of MFMA. • Assist in the provision of technical support relating to organisational design, legal services, specific financial management and infrastructure related support to municipalities. • Conduct research into best practice in resolving municipal financial problems and advise on appropriate interventions; • Develop and update monitoring tools and benchmarks; • Provide general advice, support on financial management reforms and any other ancillary activities to assist the MFRS unit and CD: LGBA as and when required.

3.3 Project location and reporting

The MFRS rapid response team will, for the duration of the project will be based at the NT (LGBA Unit), as per the list indicated above and on the attached CV template. They will report to the designated LGBA Unit counterpart and the MFIP PMU and will be required, from time to time, to attend national, provincial and local level meetings over the duration of the programme.

3.4 Specific expertise required

Successful bidders for the MFRS rapid response team roles, over and above the general capabilities, should demonstrate their experience and achievements or offered resources in financial drafting, provisions of financial review and performance improvement initiatives.

4 SUBMISSION REQUIREMENTS

4.1 Minimum requirements from the bidder(s)

Bidders must ensure that the following submission requirements are included in their bids:

4.1.1 Administrative Compliance

Bidders must submit all Standard Bidding Documents (SBD), as outlined below. SBD must be completed in full and duly signed where required including Central Supplier Database (CSD) number/report for verification of tax compliance status.

Document to be submitted	Requirement	Non-submission may result in disqualification?
Hard copy proposal delivered to GTAC tender box before closing date and time	Delivery of a hard copy proposal before the closing date and time.	YES
Invitation to bid – SBD 1	Complete and sign the supplied pro forma document.	NO
Central Supplier Database (CSD) Registration Report or CSD Registration number	Bidders must be registered the Central Database System and submit the Report as confirmation of registration at the closing date of the bid.	NO
Pricing Schedule-SBD 3.3	Complete and sign the supplied pro forma document.	YES

Bidder's Disclosure – SBD 4	Complete and sign the supplied pro forma document.	YES
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document.	NO
Two Envelope System	Technical and Price Proposal to be submitted separately	YES

CV TEMPLATE

Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Bidders are encouraged to submit the required information as prescribed in the CV Template provided (Annexure A). GTAC reserves the right to confirm with individuals where their names appear in more than one bid.

TAX CLEARANCE STATUS

A valid tax pin must be provided for purposes of verifying that the tax matters 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 validation of Tax status i.e., Registration number from Central Supplier Database (CSD) must be provided with this bid.

Bidder's tax matters must be compliant at the time of award. In case where a bidder's tax matters are non-compliant a bidder will be given a minimum of seven (7) days to remedy the tax matters. Failure to remedy this will invalidate the bid.

4.1.2 Mandatory Requirements

Bidders must submit a responsive proposal in accordance with these terms of reference.

Failure to adhere to any of these requirements will result in disqualification.

- a) CVs from persons in the employ of the state¹ and persons currently contracted on MFIP will not be considered.**
- b) Bidder representative (Director/Shareholder/Proposed Resource) must not be employed by the State.**
- c) Companies are only allowed to submit no more than three (3) resources per position. Should more than 3 resources be proposed per position, only the first three (3) resources will be evaluated.**
- d) Bidders must be registered on Central Supplier Database (CSD) on closing date of the tender.**
- e) Submission of a technical proposal required (Annexure B).**
- f) Submission of a price proposal required (Annexure C).**
- g) CVs of any one individual may only be submitted as part of one bid, GTAC reserve the right to confirm with the individual.**
- h) Bidders must provide supporting documentation as proof of educational qualifications as well as all required certificates contemplated below. All copies must be certified and certification not older than six (6) months.**
- i) All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation. Please note Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institution of high learning e.g., Certificate, diploma, degree, etc.)**

¹ "State" means a national or provincial department, national or provincial public entity or constitutional institution, a municipality or municipal entity, a provincial legislature or parliament.

4.1.3 Bidder's must submit the attached SBD 4 document. A bid will be disqualified if this disclosure is found not to be true and complete in every respect. The following definitions should be considered when completing the form:

"Person" means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier.

"State" means a national or provincial department, national or provincial public entity or constitutional institution, a municipality or municipal entity, a provincial legislature or parliament.

4.1.4 A two-stage bidding process will be followed:

1st envelop must be technical proposal AND 2nd envelop must be a financial proposal (SBD 3.3).

Failure by a bidder to comply with the above minimum requirements will result in such Bidder's proposal not being evaluated further.

4.2 Technical Requirements

4.2.1 The bidder must indicate the educational qualifications in respect of each resource offered in line with the QUALIFICATIONS EVALUATION CRITERIA listed in **Table 2** below.

4.2.2 The bidder must show the "Number of years' experience in local government financial management" and "managerial positions" in respect of each resource offered as per the GENERAL EXPERTISE EVALUATION CRITERIA in **Table 2** below.

4.2.3 Each bidder will be required to provide a record of "demonstrated experience and achievements" and "years' experience" for each resource offered as per the SPECIFIC EXPERTISE EVALUATION CRITERIA listed under sections 3.1 and 3.2 in **Table 2** below.

4.2.4 The above criteria are catered for in the CV template that each bidder is encouraged to use. Bidders who do not provide a record of experience will not be considered for the role. The evaluation will place an emphasis on the hands-on experience, achievements, the scale and scope of the projects and reforms implemented, the extent to which the experience demonstrates a holistic view of the specialisation and context and demonstrates the candidate's ability to conceptualise and lead change initiatives.

4.2.5 Candidates must elaborate in their CVs specific hands-on experience including the reforms that he/she was actively involved in. The record of experience will be used to evaluate the bidder's specific experience using the evaluation criteria below.

5 EVALUATION CRITERIA

The evaluation committee members will individually evaluate the responses received against the following criteria as set out below. The functionality evaluation of individual CV's will be carried out as per evaluation criteria stipulated in **Table 2** below.

The functionality evaluation will be conducted in two (2) stages:

- Functionality Evaluation: Technical Desktop Evaluation; and
- Functionality Evaluation: Interviews.

5.1 Functionality Evaluation (Stage 1: Technical desktop evaluation)

5.1.1 Technical evaluation criteria for the TAs are stipulated in the **Table 2.1 – 2.2** below.

5.1.2 Only bidders who score a minimum of 65% during the technical evaluation stage will be invited to interviews prior to consideration for Pricing.

Table 2.1: Functionality Evaluation Criteria – MFRS Engineering Specialist (Stage 1: Technical desktop evaluation)

NO.	CRITERIA	SCORING	WEIGHT
1.	QUALIFICATIONS		25
	Highest educational qualification obtained in • Engineering • Or relevant/related field	5 = Honours degree or higher (NQF8); 4 = Degree (NQF7) 3 = National diploma (NQF6) 2 = National certificate (NQF5) 1 = Matric certificate (NQF4) 0 = No related/relevant qualification submitted	25
2.	GENERAL EXPERTISE		25
2.1	Number of years' experience in Local Government	5 = more than 10 years 4 = more than 7 and up to 10 years 3 = more than 4 and up to 7 years 2 = more than 2 and up to 4 years 1 = Up to 2 years 0 = No experience demonstrated	15
2.2	Number of years spent in managerial positions The following positions will be regarded as management: • <i>deputy director and above in the Public Service</i> • <i>manager reporting to a Section 57 manager and above in municipalities</i> • <i>Bidders from the private sector should clearly indicate the level of management post held</i>	5 = more than 5 years in a management position 4 = more than 4 and up to 5 years in a management position 3 = more than 3 and up to 4 years in a management position 2 = more than 2 and up to 3 years in a management position 1 = up to 2 years in a management position 0 = No experience demonstrated	10

NO.	CRITERIA	SCORING	WEIGHT
3.	SPECIFIC EXPERTISE (PER POSITION)		50
	3.1 MFRS Engineering Specialist: (x1) Demonstrated experience and achievements in the following key components aligned to the scope of work: • municipal services infrastructure planning; • municipal services infrastructure projects and implementation; • municipal services infrastructure masterplans, • municipal services infrastructure maintenance plans development, • municipal service delivery standards development; and • municipal asset management.	5 = Excellent (demonstrated at least five components and above) 4 = Good (demonstrated at least four components) 3 = Average (demonstrated at least three components) 2 = Below Average (demonstrated at least two component) 1 = Poor (demonstrated at least one component) 0 = No experience and achievements demonstrated	25
	3.2 MFRS Engineering Specialist: Cumulative years of experience in implementing operations, projects and/ or performance as per the component listed under 3.1 above	5 = more than 10 years 4 = more than 7 and up to 10 years 3 = more than 4 and up to 7 years 2 = more than 2 and up to 4 years 1 = Up to 2 years 0 = No experience demonstrated	25
TOTAL			100
Bidders who are successful in meeting the functionality threshold of 65% will be required to attend an interview.			65%

Table 2.2: Functionality Evaluation Criteria – MFRS Legal Services Specialist (Stage 1: Technical desktop evaluation)

NO.	CRITERIA	SCORING	WEIGHT
1.	QUALIFICATIONS		25
	Highest educational qualification obtained in • Public/business management, • Public/business administration. • LLB Degree or equivalent • Or relevant/related field	5 = Honours degree (NQF8) or higher; 4 = Degree (NQF7) 3 = National diploma (NQF6) 2 = National certificate (NQF5) 1 = Matric certificate (NQF4) 0 = No related/relevant qualification submitted	25

NO.	CRITERIA	SCORING	WEIGHT
2.	GENERAL EXPERTISE		25
2.1	Number of years' experience in Local Government	5 = more 10 years 4 = more than 7 and up to 10 years 3 = more than 4 and up to 7 years 2 = more than 2 and up to 4 years 1 = Up to 2 years 0 = No experience demonstrated	15
2.2	Number of years spent in managerial positions The following positions will be regarded as management: • <i>deputy director and above in the Public Service</i> • <i>manager reporting to a Section 57 manager and above in municipalities</i> • <i>Bidders from the private sector should clearly indicate the level of management post held</i>	5 = more than 5 years in a management position 4 = more than 4 and up to 5 years in a management position 3 = more than 3 and up to 4 years in a management position 2 = more than 2 and up to 3 years in a management position 1 = up to 2 years in a management position 0 = No experience demonstrated	10
3.	SPECIFIC EXPERTISE (PER POSITION)		50
	3.1 MFRS Legal Services Specialist (x1): Demonstrated experience and achievements in the following key components aligned to the scope of work: • municipal legal services; • drafting of legislation and municipal by-laws; • development of municipal policies and procedures; • drafting of contracts and contract management; • resolution of litigations; • development of systems of delegations; and • financial disputes resolutions in municipal environments	5 = Excellent (demonstrated at least five components and above) 4 = Good (demonstrated at least four components) 3 = Average (demonstrated at least three components) 2 = Below Average (demonstrated at least two component) 1 = Poor (demonstrated at least one component) 0 = No experience and achievements demonstrated	25
	3.2 MFRS Legal Services Specialist: Cumulative years of experience in implementing operations, projects and/ or performance as per the component listed under 3.1 above	5 = more than 10 years 4 = more than 7 and up to 10 years 3 = more than 4 and up to 7 years 2 = more than 2 and up to 4 years 1 = Up to 2 years 0 = No experience demonstrated	25
TOTAL			100

NO.	CRITERIA	SCORING	WEIGHT
	Bidders who are successful in meeting the functionality threshold of 65% will be required to attend an interview.		65%

5.2 Functionality Evaluation (Stage 2: Interviews)

- 5.2.1 Interviews will be used to verify the bidder's specific knowledge, experience and abilities in area/s of work that they are offering their services.
- 5.2.2 Interview evaluation criteria for the TAs are stipulated in the **Table 3** below.
- 5.2.3 Only bidder's that meet the 65% threshold for both the technical evaluation and interviews will be considered for Price and Specific Goals evaluation in terms on Preferential Procurement Regulation (PPR) 2022. However, the final score for functionality will be the simple average of the sum of the technical evaluation and interview scores.

Table 3: Functionality Evaluation Criteria - Stage 2: Interviews

Component	Criteria	Weight
Demonstrated advance knowledge of relevant legislation, regulations, accounting standards and other related prescripts	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	20
Demonstrated ability to identify and prioritise key issues and improvement areas within the function	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	30
Demonstrated ability and experience in conceptualisation, developing, and implementing solutions to the identified issues	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	30
Demonstrated advisory, and skills transfer	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	20
Total		100
Only bidders who meet the 65% threshold for the functionality evaluation in the interviews (stage 2) will be considered for PPR of 2022.		65%

Only bidder's that meet the 65% threshold for both the technical evaluation and interviews will be considered for Price and Specific Goals evaluation in terms of Preferential Procurement Regulation (PPR) 2022.

5.3 PREFERENTIAL PROCUREMENT EVALUATION BASED ON 80/20 PRINCIPLE

5.3.1 The applicable formula (80/20) will be utilised to evaluate the bid, of which eighty (80) points are allocated for price as allocated in the enclosed form SBD 6.1. that must be completed, and the remaining twenty (20) points are allocated for the specific goals as indicated in the table below.

Table 4: Specific Goals

Number of points allocated (80/20 system)	
Price	80
The specific goals in terms of this tender	20
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	10
Women percentage of ownership: 30% and above	10
Total Points	100

6 GENERAL REQUIREMENTS

6.1 Period and level of effort

MFIP IIIx TAs will be procured as follows:

- 6.1.1 For a period commencing on or about 1 July 2023 to 31 September 2024 with an option of a 1-year extension if required.
- 6.1.2 Will be required to work normal working hours on a full-time basis for the duration of the programme, unless otherwise agreed by the parties.
- 6.1.3 The maximum level of effort required per financial year (1 April to 31 March) will be 230 normal working days or 1 840 hours. This will be pro-rated for the first financial year based on the actual date of appointment.
- 6.1.4 The contract will be reviewed at least bi-annually based on performance.

6.2 Additional work to be performed

Across all areas of work, TAs will be expected to:

- 6.2.1 Build and maintain positive working relationships with all MFIP participants and stakeholders;
- 6.2.2 Serve as resources for technical specialist advisory on strategic priorities and projects;
- 6.2.3 Contribute to MFIP's annual, quarterly, and monthly reporting;

- 6.2.4 Promote learning and cooperation for improved service delivery and sustainability;
- 6.2.5 Support the development and refreshment of methodologies and toolkits relevant to MFIP; and
- 6.2.6 Support knowledge generation including the identification of areas for knowledge sharing the development of case studies, and participation in knowledge sharing initiatives.

6.3 General capabilities required

Across all areas of work, TAs must have the following general capabilities.

- 6.3.1 Collaborative team player with excellent interpersonal skills and the ability to effectively interact with stakeholders;
- 6.3.2 Logical, creative, innovative, analytical, lateral thinking, and problem solving;
- 6.3.3 Communication skills (verbal & written) with the ability to listen and learn;
- 6.3.4 Ability to transfer skills;
- 6.3.5 Ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach;
- 6.3.6 Computer skills including detailed knowledge and use of the Microsoft Office Suite;
- 6.3.7 Sound financial planning and analytical skills;
- 6.3.8 Ability in consulting and advisory services (internal or external);
- 6.3.9 Ability to review and analyse strategic issues, current roles, functions, interface, processes and procedures, risks, and options; and
- 6.3.10 A clear understanding of the desired outcomes of the local government financial management and budget reform agenda.

6.4 Limitations of Assistance

Resources provided by GTAC including the TAs appointed via this process:

- 6.4.1 Have no authority or signing powers to bind either the client or GTAC unless as provided for in the Project Charter or agreement between GTAC and the Client; and
- 6.4.2 May only provide support and execute functions as set out in the agreed Project Charter, these Terms of Reference; and as defined in the MFIP IIIx Programme Management Plan.

6.5 Monitoring and Reporting

- 6.5.1 Monthly activity reports on the progress with reference to the work plan and specified key performance indicators will be compiled and submitted to the MFIP PMU.
- 6.5.2 TAs may from time to time be required to perform other functions as determined by the Head of MFIP, however, within the scope of work performed generally by the unit.

6.5.3 In addition, TAs may from time to time be required to perform other functions as determined by the Head of MFIP, however, within the scope of work performed generally by the unit.

7 CONTRACTUAL CONDITIONS

7.1 Contracting Authority

The service provider will contract directly with the GTAC.

7.2 Contract Fees

- 7.2.1 Remuneration of TAs has been benchmarked against public service rates taking into account reasonable adjustments for overhead costs of long-term consultants. The rate for the TAs will thus be capped at R750.00 per hour **excluding** VAT or R862.50 per hour **inclusive** of VAT.
- 7.2.2 Successful bidders will be required to register for VAT as the annual contract amount is above the VAT threshold.
- 7.2.3 Fees may be adjusted in April of each year at the discretion of the Head of GTAC and the IGR taking into consideration available budget and government's fiscal stance.
- 7.2.4 Fees exclude direct costs relating to project execution such as travel for which GTAC will make provision.
- 7.2.5 GTAC does not pay for TA travel and parking costs to and from place of residence and their place work.
- 7.2.6 GTAC will make offers to successful bidders.
- 7.2.7 Bidders who meet the functionality and technical evaluation criteria and are considered as runner ups in terms of the final scoring, will be added to the list of eligible bidders for appointment in the event that a successful bidder exits the programme. GTAC reserves the right to confirm with individuals prior to adding their names to the list of eligible bidders.
- 7.2.8 GTAC will not pay relocation costs or additional allowance for accommodation for successful bidders placed outside of their usual place of residence (home town).

7.3 Facilities to be provided by TAs

TAs will be responsible for the provision of any computer equipment (see Annexure A: Minimum Specifications), connectivity, and all other administrative supplies that may be required over the duration of the programme.

7.4 TA Reporting Requirements

7.4.1 The following reports will be submitted by TAs as proof of delivery of services:

- (a) Daily capture of effort/time and audit evidence indicating work done, deliverables submitted, and time allocated to the achievement thereof;
- (b) Monthly progress reports;
- (c) Performance reports, at least bi-annually in support of individual TA performance reviews; and
- (d) A close-out report on completion or termination of the TA contract.

7.4.2 As part of project work, TAs will be required to deliver agreed project reports and project closure reports as determined by the Head of the MFIP PMU;

7.4.3 Reports shall be written in English; and

7.4.4 All reports, files, notes, electronic files, and documents shall be structured, formatted, and completed according to the requirements of the MFIP PMU.

8 BID VALIDITY PERIOD

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

Computer (Laptop) Minimum Specifications

COMPONENT REQUIREMENT

Computer and processor

Windows: 3 gigahertz (GHz) or faster, 2-core.

macOS: Intel processor

Memory

Windows: 8GB RAM; 4 GB RAM (32-bit)

macOS: 4 GB RAM

Hard disk

Windows: 120.0 GB of available disk space

macOS: 120 GB of available disk space.

Operating system

Windows: Windows 10.

macOS: Current three most recent versions

Browser

The current version of Microsoft Edge, Safari, Chrome, or Firefox.



Municipal Finance Improvement Programme (MFIP) – Phase IIIx

MFRS Rapid Response – Engineering Specialist

CV Template

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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1. LOCATION OF TA SERVICES BEING OFFERED

The MFRS Rapid Response Team Engineering Specialist who will be placed via the Municipal Finance Improvement Programme Phase III (MFIP III), at the Chief Directorate: LGBA based at the National Treasury in Pretoria in terms of the day-to-day operational requirements and performance management and will report to the Chief Directorate: LGBA. However, ad-hoc engagements and temporary placement at provincial treasuries or municipalities to address specific technical issues, may be required.

Note that GTAC-MFIP reserves the right to offer successful bidders a placement at any of the listed locations based on programme operational considerations.

CVs of any individual must only be submitted as part of one position. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Failure to comply with these restrictions will lead to disqualification of individuals CVs.

Candidate Name:_____

Signature:_____

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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2. CANDIDATE'S PERSONAL DETAILS

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Tax Number	
	Date of birth	
	Gender	
	Nationality	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	
	Physical Address	

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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3. CANDIDATE'S QUALIFICATIONS

(Add entries if needed. Start from the most recent qualification)

Qualification obtained	
Name of Institution	
Dates	
Qualification obtained	
Name of Institution	
Dates	
Qualification obtained	
Name of Institution	
Dates	

- **Certified copies of all qualifications must be attached. Candidates invited for the interviews will be expected to submit original copies of qualifications.**
- **International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.**
- **Non-submission of certified academic qualifications and SAQA accreditation certificate will result in disqualification.**

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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4. CANDIDATE'S EMPLOYMENT HISTORY

(Add additional entries if required. *Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.*)

Date				Position Held		
				Description of your duties; highlighting experience relevant to the services required in this bid		
Start		End		Was this a senior management position? (Y/N)		
MM	YY	MM	YY	Employer's Name		
				Employer's locality and contact details		
Date				Position Held		
				Description of your duties; highlighting experience relevant to the services required in this bid		
Start		End		Was this a senior management position? (Y/N)		
MM	YY	MM	YY	Employer's Name		
				Employer's locality and contact details		
Date				Position Held		
				Description of your duties; highlighting experience relevant to the services required in this bid		
Start		End		Was this a senior management position? (Y/N)		
MM	YY	MM	YY	Employer's Name		
				Employer's locality and contact details		

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

5. RECORD OF CANDIDATE'S EXPERIENCE IN ENGINEERING MANAGEMENT

Specific experience: MFRS Rapid Response Engineering Specialist	5.1 Engineering Specialist: Demonstrated experience and achievements in municipal services infrastructure projects, infrastructure planning and implementation, infrastructure masterplans, maintenance plans development, municipal service delivery standards development and asset management.	<i><In 600 words or less, please highlight achievements in implementing, managing, and supporting MFRS Engineering related operations, projects, reforms and/or performance improvement initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience></i>																												
	Years' experience in implementing MFRS operations, projects, reforms and/or performance improvement initiatives as per the components listed under 3.1 above.	<i><Please clearly state the following information:</i> <table border="1"> <thead> <tr> <th>Position held</th> <th>Employer/ Organisation</th> <th>Start date (MM/YY)</th> <th>End date (MM/YY)</th> <th>Total period (e.g. 3Y 6M)</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>					Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y 6M)																			
Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y 6M)																										

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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6. CANDIDATE'S LANGUAGE SKILLS

(Mark 1 (very basic) to 5 (very advanced) for level of skill)

Mother Tongue – *[specify]*

Language	Reading	Speaking	Writing
Afrikaans			
English			
Ndebele			
Northern Sotho			
Sotho			
Swazi			
Tsonga			
Tswana			
Venda			
Xhosa			
Zulu			

TA CV Template: MFRS Rapid Response: Engineering Specialist	Candidate Name	Date
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7. CANDIDATE'S REFERENCES

(Please provide at last three employment references from the past 5 years. References must be individuals who were either your managers/supervisors where you were an employee or Client representative in the case where you were appointed as a Service Provider)

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
2	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
3	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	



Municipal Finance Improvement Programme (MFIP) – Phase IIIx

MFRS Rapid Response – Legal Services Specialist

CV Template

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
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TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
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1. LOCATION OF TA SERVICES BEING OFFERED

The MFRS Rapid Response Team Legal Services Specialist who will be placed via the Municipal Finance Improvement Programme Phase III (MFIP III), at the Chief Directorate: LGBA based at the National Treasury in Pretoria in terms of the day-to-day operational requirements and performance management and will report to the Chief Directorate: LGBA. However, ad-hoc engagements and temporary placement at provincial treasuries or municipalities to address specific technical issues, may be required.

Note that GTAC-MFIP reserves the right to offer successful bidders a placement at any of the listed locations based on programme operational considerations.

CVs of any individual must only be submitted as part of one positions. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Failure to comply with these restrictions will lead to disqualification of individuals CVs.

Candidate Name:_____

Signature:_____

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
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2. CANDIDATE'S PERSONAL DETAILS

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Tax Number	
	Date of birth	
	Gender	
	Nationality	
Contact Details:	Telephone number (land line)	
	Cell Number	
	Email Address	
	Physical Address	

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
--	----------------	------

3. CANDIDATE'S QUALIFICATIONS

(Add entries if needed. Start from the most recent qualification)

Qualification obtained	
Name of Institution	
Dates	
Qualification obtained	
Name of Institution	
Dates	
Qualification obtained	
Name of Institution	
Dates	

- **Certified copies of all qualifications must be attached. Candidates invited for the interviews will be expected to submit original copies of qualifications.**
- **International qualifications must be accompanied by SAQA accreditation. Certificate of membership shall not be deemed as proof of educational qualification.**
- **Non-submission of certified academic qualifications and SAQA accreditation certificate will result in disqualification.**

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
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4. CANDIDATE'S EMPLOYMENT HISTORY

(Add additional entries if required. *Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.*)

Date				Position Held	
				Description of your duties; highlighting experience relevant to the services required in this bid	
Start		End		Was this a senior management position? (Y/N)	
MM	YY	MM	YY	Employer's Name	
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MM	YY	MM	YY	Employer's Name	
				Employer's locality and contact details	

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
--	----------------	------

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

5. RECORD OF CANDIDATE'S EXPERIENCE IN MUNICIPAL LEGAL SERVICES

Specific experience: Municipal Legal Services	5.1 Demonstrated experience and achievements in implementing, managing and supporting legal services operations, projects, reforms and/or performance improvement initiatives	<i><In 600 words or less, please highlight achievements in implementing, managing, and supporting MFRS (Legal Services) operations, projects, reforms and/or performance improvement initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience></i>				
	Years' experience in implementing MFRS operations, projects, reforms and/or performance improvement initiatives as per the components listed under 5.1 above.	<i><Please clearly state the following information:</i>				
		Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y 6M)

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
--	----------------	------

6. CANDIDATE'S LANGUAGE SKILLS

(Mark 1 (very basic) to 5 (very advanced) for level of skill)

Mother Tongue – *[specify]*

Language	Reading	Speaking	Writing
Afrikaans			
English			
Ndebele			
Northern Sotho			
Sotho			
Swazi			
Tsonga			
Tswana			
Venda			
Xhosa			
Zulu			

TA CV Template: MFRS Rapid Response: Legal Services Specialist	Candidate Name	Date
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7. CANDIDATE'S REFERENCES

(Please provide at last three employment references from the past 5 years. References must be individuals who were either your managers/supervisors where you were an employee or Client representative in the case where you were appointed as a Service Provider)

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	Organisation	
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	Contact telephone / Cell number of referee	
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	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
3	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	

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).

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

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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:
- 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 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 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)	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	
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and/or 1993 Constitutions.	10	
Women percentage of ownership: 30% and Above	10	
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:	
	

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)

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	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

the intended penalty as not objected against and may impose it on the supplier.

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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.