

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	GTAC 002 -2022-23	CLOSING DATE: 25 NOVEMBER 2022	CLOSING TIME:	11H00am	
DESCRIPTION	ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx)				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
NATIONAL TREASURY 240 MADIBA BUILDING, CORNER THABO SEHUME AND MADIBA STREETS IN PRETORIA (RSA) AT GTAC TENDER BOX SITUATED AT RECEPTION AREA GROUND FLOOR NEXT TO SECURITY DESK.					
NB: ANY BID PROPOSAL THAT WILL BE DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX MAY BE DISQUALIFIED.					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
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	<a href="mailto:psp@gtac.gov.za">psp@gtac.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:psp@gtac.gov.za">psp@gtac.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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](http://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](http://www.sars.gov.za).



# Application for a Tax Clearance Certificate

### Purpose

Select the applicable option .....Tenders  Good standing

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

Two empty text input boxes for stating the purpose of the 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

VAT registration no  SDL ref no

Customs code  UIF ref no

Telephone no   Fax no

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   Fax no

E-mail address

Physical address

**Particulars of tender** (If applicable)

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	Principal	Contact person	Telephone number	Amount
<input type="text"/>					
<input type="text"/>					
<input type="text"/>					

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

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

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

agent

**Declaration**

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

-  -

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</sup> 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

## REQUEST FOR BID

### GTAC002-2022-23: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx)

**CLOSING DATE AND TIME: 25 NOVEMBER 2022 AT 11H00AM.**

<b>Category &amp; Area of Expertise</b>	<b>Technical Advisor Areas of expertise</b> (Each area of expertise should have its own CV / CVs of any individual must only be submitted as part of one Area of Expertise)	<b>Please tick (✓) the Area of Expertise which you are bidding for:</b>
<b>Cat. A</b>	<b>Municipal Financial Management Advisory (Maximum of two areas of expertise per category)</b>	
A	Asset Management	
A	Supply Chain Management	
A	Accounting and Audit Support <ul style="list-style-type: none"> <li>• Legislative and Policy Reforms</li> </ul>	
A	Accounting and Audit Support <ul style="list-style-type: none"> <li>• Internal Audit Units and Audit Committees</li> </ul>	
A	Accounting and Audit Support <ul style="list-style-type: none"> <li>• Accounting Support</li> </ul>	
A	Budget and Revenue Management (BRM)	
A	Budget and Financial Management (BFM)	
A	Municipal Standard Chart of Accounts ( <i>mSCOA</i> )	
A	Municipal Support Advisors	
A	Municipal Finance Recovery Services (MFRS) (MFRS) Advisors <ul style="list-style-type: none"> <li>• Financial Management Specialist</li> </ul>	
<b>Cat. B</b>	<b>Auxiliary Support (Maximum of two areas of expertise per category)</b>	
B1	Municipal Finance Recovery Services (MFRS) (MFRS) Advisors <ul style="list-style-type: none"> <li>• Organisational Development Advisory Services</li> </ul>	
B2	Legal Advisory Services	
B3	Engineering Advisory Services	
B4	Administration Services	
B5	IT Advisory Services	

## REQUEST FOR BIDS

<b>Bid Number:</b>	GTAC002-2022-23
<b>Description:</b>	ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx)
<b>Closing date and time</b>	25 November 2022 at 11h00am
<b>Tender Box</b>	GTAC Tender Box, Ground Floor at Reception Area, 240 Madiba Street, Pretoria CBD

The required Panel includes the following Areas of Expertise (**please refer to the attached checklist for ease of reference**):

**Category A: Municipal Financial Management Advisory, which includes the following areas of expertise:**

- Asset Management
- Supply Chain Management (SCM)
- Accounting and Audit Support
- Budget and Revenue Management (BRM)
- Budget and Financial Management (BFM)
- Municipal Standard Chart of Accounts (mSCOA)
- Municipal Support Advisors
- Financial Management Specialist (MFRS)

**Category B: Auxiliary Support, which includes the following areas of expertise:**

- Institutional/ Organisational Development Specialist
- Legal Specialist
- Engineering Specialist
- Project Administrator
- IT Advisory Services

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**GTAC002-2022-23: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx): TERMS OF REFERENCE AND INFORMATION TO BIDDERS.**

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## LIST OF ABBREVIATIONS

BRM	Budget and Revenue Management
BTO	Budget and Treasury Office
CoMAFs	Communication of Audit Findings
DM	District Municipality
GRAP	Generally Recognised Accounting Practices
GTAC	Government Technical Advisory Centre
IGR	Intergovernmental Relations
KIM	Knowledge and Information Management
LGBA	Local Government Budget Analysis
LGFM	Local Government Financial Management
LM	Local Municipality
MBRR	Municipal Budget and Reporting Regulations
MFIP	Municipal Finance Improvement Programme
MFMA	Municipal Finance Management Act
MPACs	Municipal Public Accounts Committees
mSCOA	Municipal Standard Chart of Accounts
MTSF	Medium-Term Strategic Framework
MFRS	Municipal Finance Recovery Services
NQF	National Qualifications Framework
NT	National Treasury
OAG	Office of the Accountant-General
OCPO	Office of the Chief Procurement Officer
PFMA	Public Finance Management Act
PMU	Programme Management Unit
PT	Provincial Treasury
RFB	Request for Bid
SBD	Standard Bidding Document
SCM	Supply Chain Management
SOPs	Standard Operating Procedures
SQL	Structured Query Language
TA	Technical Advisor
VAT	Value Added Tax
UIF&W	Unauthorised, Irregular, Fruitless and Wasteful Expenditure

## 1 PART A: REQUEST FOR BID – PURPOSE OF THE REQUEST FOR BIDS

- 1.1. The Government Technical Advisory Centre (GTAC) seeks to establish a panel of highly qualified, skilled, and experienced Technical Advisors to provide professional services to support the National Treasury in the implementation of the Municipal Finance Improvement Programme (MFIP) Phase IIIx.
- 1.2. GTAC does not guarantee that successful Bidders will receive work during the appointment term. Successful bidders will be used on an ad hoc basis as and when required.
- 1.3. This Request for Bid (RFB) details the general and specific qualifications, skills and experience requirements for selection onto the panel, the work that will be expected to be performed as well as other relevant contractual and working arrangements that will apply.
- 1.4. Proposals will be considered 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 of this document outlines the restrictions applicable to this bid.
  - Section 3 sets out background information on GTAC, the NT, MFIP IIIx and the TA sourcing process.
  - Section 4 sets out the specific requirements for TAs in terms of the stipulated focus areas and activities.
  - Section 5 sets out the general requirements that will need to be met by bidders.
- 1.5. This RFB does not constitute an offer to do business with GTAC, but merely serves as an invitation to Bidders to facilitate a requirements-based decision process.
- 1.6. The Panel will be utilised as and when requirements arise and in accordance with the guidelines below:
  - Appointment onto the Panel will not guarantee any future work.
  - Only bidders that qualified through this evaluation process will be placed into the panel for the duration of 3 years. Bidders are not allowed to replace a CV for the duration of the panel.
  - GTAC will utilise the Panel in a manner which promotes the elements of transparency, fairness and equal opportunity in the utilisation and management of the Panel.
  - Service requirements will be issued as separate Requests for Proposal or Requests for Quotation.
  - The selection of service providers from the panel is on a competitive basis.
  - Bidders who may be suitable for such work will be identified from the panel based on the relevant expertise (as specified in the terms of reference for specific project).

## **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 Intergovernmental Relations division to appoint resources for phase IIIx of the Municipal Finance Improvement Programme (MFIP).

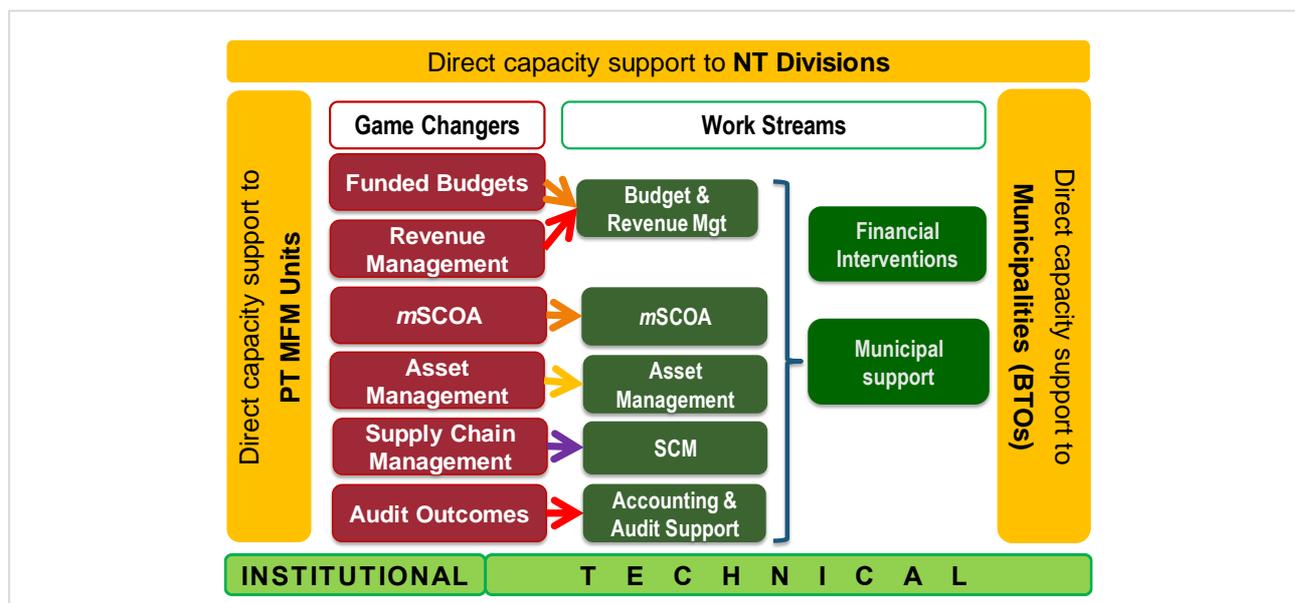
### **2.2 National Treasury and the Office of the Accountant-General (OAG)**

- 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.
- 2.2.3 The OAG 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

- 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 Intergovernmental Relations (IGR) division. 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. This includes:

- Preparing the overall work programme;
- Managing the budget, formulating the scope of work, and executing specific project objectives; and
- Managing, monitoring, and evaluating the performance of all resources, policies, and programme implementation.

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 request for bids is primarily for the following Areas of Expertise:

Category A: Municipal Financial Management Advisory	
Area of Expertise	Location
<ul style="list-style-type: none"> <li>Asset Management</li> <li>Supply Chain Management (SCM)</li> <li>Accounting and Audit Support</li> <li>Budget and Revenue Management (BRM)</li> <li>Budget and Financial Management (BFM)</li> <li>Municipal Standard Chart of Accounts (mSCOA)</li> <li>Municipal Support Advisors</li> <li>Financial Management Specialist (MFRS)</li> </ul>	<ul style="list-style-type: none"> <li>National Treasury (Pretoria)</li> <li>Eastern Cape PT (Bhisho)</li> <li>Free State PT (Bloemfontein)</li> <li>Gauteng PT (Johannesburg)</li> <li>Kwa-Zulu Natal PT (Pietermaritzburg)</li> <li>Limpopo PT (Polokwane)</li> <li>Mpumalanga PT (Nelspruit)</li> <li>Northern Cape PT (Kimberley)</li> <li>North West PT (Mahikeng)</li> </ul>

	Western Cape PT (Cape Town) Municipalities
<b>Category B: Auxiliary Support</b>	
<b>Area of Specialisation/Expertise</b>	<b>Location</b>
<ul style="list-style-type: none"> <li>• IT Advisory Services</li> <li>• Institutional/Organisational Development (MFRS)</li> <li>• Engineering Specialist (MFRS)</li> <li>• Legal Services Specialist (MFRS)</li> <li>• Project Administrator</li> </ul>	National Treasury (Pretoria)

2.3.10 The specific requirements and reporting lines for the advisor are articulated in section 4 of the RFB.

### 3 BID SUBMISSION REQUIREMENTS

Bidders should ensure that the following submission requirements are included in their bid proposal/s:

#### 3.1 Administration Compliance

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

- a) Duly completed and signed Standard Bidding Documents (SBD 1 and 4).
- b) Only bidders that are registered on the Central Supplier Database (CSD) and submit the CSD summary report/number as confirmation of registration by the closing date of the bid will be considered. The CSD number/report is for verification of compliance status of bidders i.e., tax status, directorship, state employment, whether bidder is in the list of restricted bidder.

Document to be submitted	Requirement
Hard copy proposal delivered to GTAC tender box at NT reception area, ground floor before closing date and time	Delivery of a hard copy proposal before the closing date and time.
Invitation to bid – SBD 1	Complete and sign the supplied pro forma document.
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.
Bidder disclosure SBD 4	Complete and sign the supplied pro forma document.

Duly completed and signed Standard Bidding Documents (SBD 1 and 4), bidders are to make sure that they fully complete the SBDs. Bidders will be disqualified if any of the SBDs are found not to be true and complete in every respect.

**During the administrative compliance phase, proposals will be pre-screened to determine compliance with tax matters, Central Supplier Database (CSD) registration, submission of complete and duly signed Standard Bidding Documents (SBD) and other requirements as indicated above.**

### **3.2 Functionality Evaluation Process**

- 3.2.1 Only bidders that have met the requirements for administrative compliance will be evaluated for functionality.
- 3.2.2 Bid proposals will be evaluated strictly in accordance with the technical/functionality evaluation criteria stipulated in Annexure A (**Category A – B**) below. Only those who comply/meet the evaluation criteria per category/area of expertise will qualify for appointment onto the Panel.
- 3.2.3 A customised CV Template is provided for response to each of the categories and included in **Annexure B**. Bidders must use the correct template provided. Failure to submit as per prescribed template will lead to disqualification.
- 3.2.4 Bidders can only apply for a maximum of two (2) areas of expertise per category. Should bidders submit for more than two areas of expertise, only the 1<sup>st</sup> two areas of expertise will be considered.
- 3.2.5 Each area of expertise should have its own CV. CVs of any individual must only be submitted as part of one Area of Expertise.
- 3.2.6 Bidders are only allowed to submit no more than three (3) resources or CVs per Area of expertise. Should a company submit more than 3 resources per area of expertise, only the first three (3) resources will be evaluated.

### **3.3 Mandatory requirements for bidder(s)**

#### **Bidders must submit a responsive proposal in accordance with this RFB.**

- 3.3.1 Bidders must provide supporting documentation as proof of educational qualifications as well as all required certificates contemplated above. 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 an institution of higher learning e.g., Certificate, diploma, degree, etc.)
- 3.3.2 Non-submission of academic qualifications and SAQA accreditation (for foreign qualifications) will lead to disqualification.

**3.3.3 Bidders must submit all the attached SBD documents. A bid will be disqualified if any of the SBDs are found not to be true and complete in every respect. The following definitions should be considered when completing the SBD 4 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.

3.3.4 CVs from persons employed in terms of the Public Service Act, 1994 (Act 103 of 1994) will not be considered.

3.3.5 Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Only CVs on the prescribed CV template will be considered (**Please see Annexure B for the CV Template**). Failure to comply with these mandatory requirements will lead to disqualification of individuals CVs. GTAC reserves the right to confirm with individuals their preference where their names appear in more than one bidder.

**3.3.6 Failure by a bidder to comply with the above mandatory requirements will result in such Bidder’s proposal not being evaluated further.**

### 3.4 Technical Requirements

3.4.1 The bidder must indicate the educational qualifications in respect of each resource offered for each area of expertise in line with the QUALIFICATIONS EVALUATION CRITERIA listed in the applicable **Tables** below.

3.4.2 The bidder must show the “Number of years’ experience in applicable area of expertise as per the GENERAL EXPERTISE EVALUATION CRITERIA in the applicable **Tables** below. The number of years’ experience must be relevant to the requirement listed in this RFB.

3.4.3 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 the applicable **Tables** below.

3.4.4 The above criteria will be provided for in the CV template that each bidder **MUST** complete. 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.

3.4.5 Candidates should 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.

## **4 GENERAL REQUIREMENTS**

### **4.1 Period and level of effort**

The Panel will be valid for a period of three (3) years. There will be an option to extend periodically, at GTAC's discretion. The level of effort for the MFIP IIIx TAs will be as follows:

4.1.1 Will be required to work eight hours per day for the duration of the programme, unless otherwise agreed by the parties.

### **4.2 Additional work to be performed**

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

4.2.1 Build and maintain positive working relationships with all MFIP participants and stakeholders;

4.2.2 Serve as resources for technical specialist advisory on strategic priorities and projects;

4.2.3 Contribute to MFIP's annual, quarterly, and monthly reporting;

4.2.4 Promote learning and cooperation for improved service delivery and sustainability;

4.2.5 Support the development and refreshment of MFIP methodologies and toolkits; and

4.2.6 Support knowledge generation including the identification of areas for knowledge sharing the development of case studies, and participation in knowledge sharing initiatives.

### **4.3 General capabilities required**

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

4.3.1 Collaborative team player with excellent interpersonal skills and the ability to effectively interact with stakeholders;

4.3.2 Logical, creative, innovative, analytical, lateral thinking, and problem solving;

4.3.3 Communication skills (verbal & written) with the ability to listen and learn;

4.3.4 Ability to transfer skills;

4.3.5 Ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach;

4.3.6 Advanced computer skills including detailed knowledge and use of the Microsoft Office Suite;

- 4.3.7 Ability to review and analyse strategic issues, current roles, functions, interface, processes and procedures, risks, and options; and
- 4.3.8 A clear understanding of the desired outcomes of the local government financial management and budget reform agenda.

#### 4.4 Monitoring and Reporting

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 In addition, at any time during the contract period, it may be required from the technical advisor to be physically based at any municipality under intervention to assist in the execution of municipal functions or any other assignment as may be determined by the Head of the MFIP or the workstream policy owner.

### 5 CONDITIONS OF BID

- 5.1 Bidders and their employees are required comply with and observe South African laws, including but not limited to Act No. 4 of 2014; Employment Services Act and Act No.13 of 2002; Immigration Act in cases where the service provider intends utilising foreign nationals. Service providers will also be expected to prove that:
  - (a) They have exhausted all avenues to acquire that particular skill among South Africans;
  - (b) The personnel have valid work permits;
  - (c) Foreign qualifications have been approved by the SAQA;
  - (d) GTAC or any Department utilising the panel reserves the right to request documents such as work permits, identity documents and visas for verification; before appointment onto the panel or for future work.
- 5.2 Bidders who fail to meet/comply with the functionality / technical evaluation per area of expertise will not qualify to be appointed onto the panel. Only bidders who are fully compliant with ALL the functionality / technical evaluation criteria as per attached **Annexure A** will qualify for placement to the panel for this area of expertise.
- 5.3 No late submissions will be accepted.
- 5.4 GTAC reserves the right during the term of the Panel, if necessary, to appoint bidders outside the approved Panel of Professional Service Providers.
- 5.5
- 5.6

5.7 All returnable bid documents must be completed in full and submitted together with the bidder's proposal. Completion of the Standard Bidding Documents is mandatory, failure to do so may render your bid offer invalid.

5.8 Bidders are advised that submission of a bid does not give rise to contractual obligations on the part of GTAC.

5.9 GTAC reserves the right not to award or to cancel this bid at any time.

## **6 BID VALIDITY PERIOD**

The bid will be valid for a period of 180 (one hundred and eighty) days after the closing date of the bid. The project timeframes of this bid are set out below:

<b>Activity</b>	<b>Dates</b>
Advertisement on the National Treasury e-Tender Portal and GTAC website	<b>4 November 2022 at 11H00 am</b>
Bidder clarifications submitted before or on said date	<b>18 November 2022 at 17H00</b>
Consolidated questions and answers uploaded onto the GTAC website	<b>22 November 2022</b>
Closing date and time of the bid	<b>25 November 2022 at 11h00am</b>

*All times and dates in this Terms of Reference are South African Standard Time.*

## **7 TAX COMPLIANCE STATUS**

The Tax compliance status verification is conducted via the Central Supplier Database (CSD) number certifying that the taxes of the bidder are in order must be submitted at the closing date and time.

## **8 COMMUNICATION**

Professional Services Procurement (PSP) within GTAC will communicate with bidders where bid clarity is sought to obtain information or to extend the bid validity period. Any communication either by letter or electronic mail or any other form of correspondence to any government official, Department or a person acting in an advisory capacity for GTAC in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

## 9 CONTACT

No briefing session will be held for this Request for Bid. Bidders are urged to submit all requests for clarification in writing via e-mail to [psp@gtac.gov.za](mailto:psp@gtac.gov.za). Requests for clarification will be accepted by GTAC until **17h00 on 18 November 2022**. The bid reference number must be included in the subject line of the e-mail.

The clarifications and the frequently asked questions will be made available to all potential bidders by way of notification on the GTAC website: <https://www.gtac.gov.za/tender-info/tenders/advertised-tenders>

## 10 INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

### 10.1 Content and packaging of the Bid Proposal

Bidders must submit one original hard copy bid proposal and three copies of the original bid proposal. The original file and duplicate files must be packaged in a file as follows and clearly marked as “Original” or “Copy/Duplicate”:

<b>Part 1: Standard Bidding Documents and Administrative Compliance</b>	
1	SCM SBD 1 - Invitation to bid
2	SCM SBD 4 – Bidder’s disclosure
3	Central Supplier Database (CSD) Registration Report or CSD Registration number or PIN number
<b>Part 2: Technical proposal</b>	
4	Bidder’s technical proposal cover page
5	Technical proposal <ul style="list-style-type: none"> <li>• Annexure A – Areas of Expertise</li> <li>• Annexure B – CV Template for nominated individual</li> </ul>
6	Certified cop(ies) of qualification(s) and Professional Registration certificates where applicable.

### 10.2 Labelling of Bid

The bidder must place the hardcopy bid proposal into a sealed envelope or package which must be clearly marked and addressed as follows:

**GTAC002-2022-23: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx): TERMS OF REFERENCE AND INFORMATION TO BIDDERS.**

<b>BID No.: GTAC002-2022-23</b>	<b>ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx)</b>
<b>Bid Reference Number:</b>	GTAC 002-2022-23
<b>Submission closing date:</b>	25 November 2022
<b>Submission closing time:</b>	11:00
<b>Name of Bidder:</b>	
<b>Contact number of Bidder:</b>	
<b>Address of Bidder:</b>	

### 10.3 Bid submission Address:

No electronic submission is permitted. Only hardcopy/physical bid documents are acceptable and must be deposited inside the:

#### **GTAC Tender Box**

**National Treasury Building**

**240 Madiba Street**

**Ground Floor, main entrance at Reception Area**

The GTAC tender box is accessible between office hours (08h00 – 17h00)

**NB: BID SUBMISSIONS MUST NOT BE DEPOSITED AT THE NATIONAL TREASURY (NT) TENDER BOX (THE TENDER INFORMATION CENTER) BUT GTAC TENDER BOX INSIDE NT BUILDING, RECEPTION AREA.**

# ANNEXURE A

<p>Category A: Municipal Financial Management Advisory Services</p>
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**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**CATEGORY A: MUNICIPAL FINANCIAL MANAGEMENT ADVISORY SERVICES**

**1.1 Overall Objective**

To work with NT (OCPO, OAG and LGBA), provincial treasuries and their related municipalities to improve financial management within local government. This includes support in asset and supply chain management, budgeting, accounting and audit related support, including improving accounting practices, internal governance and controls, compliance with the MFMA and its supporting regulations, support in developing legislation and related policies, reducing Unauthorised, Irregular, Fruitless and Wasteful Expenditure (UIF&W) and promoting consequence management.

**1.2 Skills Required**

The key activities per focus area over the duration of the project will include, but not limited to the areas highlighted.

Table 1: Municipal FM Advisory Services

<b>Qualifications Required for all Municipal FM Advisory Services Areas of Expertise (Masters, Degree, Diploma or equivalent)</b>
<p>A relevant degree or equivalent in:</p> <ul style="list-style-type: none"> <li>• Financial management</li> <li>• Cost and Financial Accounting</li> <li>• Accounting</li> <li>• Internal Auditing/Auditing</li> <li>• Taxation</li> <li>• Public administration/management</li> <li>• Business administration/ management</li> </ul>
<b>Skills Required (Asset Management)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Asset management policies</li> <li>• Asset management SOPs</li> <li>• Asset accounting</li> <li>• Monitor and implement internal controls</li> </ul>

<b>Skills Required</b> <b>(Supply Chain Management)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• SCM policies</li> <li>• SCM SOPs</li> <li>• Value for money procurement</li> <li>• Contract management</li> <li>• SCM compliance</li> </ul>

<b>Skills Required</b> <b>(Accounting and Audit Support: Legislative &amp; Policy Reforms)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Compliance with the MFMA and related reforms and regulations</li> <li>• UIF&amp;W and Consequence Management</li> <li>• Monitor and implement internal controls and FMCMM</li> <li>• Audit Action Plans</li> </ul>

<b>Skills Required</b> <b>(Accounting and Audit Support: Internal Audit units and audit committees)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Development of Internal Audit guidelines</li> <li>• Participation in Audit Committees</li> <li>• Development and implementation of quality assurance and improvement programmes</li> <li>• Monitoring the Audit Action Plan</li> <li>• Conduct internal audit work</li> </ul>

<b>Skills Required</b> <b>(Accounting and Audit Support: Accounting Support)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• GRAP implementation</li> <li>• Municipal AFS preparation and related MFMA legislation and prescripts</li> <li>• Accounting related internal controls</li> <li>• Preparation, implementing, and monitoring Audit Action Plans</li> <li>• Solid knowledge of municipal operations pertaining to budgets, revenue management, expenditure management and asset management and their accounting implications.</li> <li>• Municipal external auditing.</li> </ul>

<b>Skills Required (Budget &amp; Revenue Management)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• BRM policies and SOPs</li> <li>• Municipal Budget and Reporting Regulations (MBRR)</li> <li>• Municipal finance legislation</li> <li>• Municipal revenue value chain</li> <li>• Municipal Financial Recovery Plans</li> </ul>

<b>Skills Required (Budget &amp; Financial Management)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Municipal Budget and Reporting Regulations (MBRR)</li> <li>• Funding compliance and cash flow</li> <li>• Asset Management and costing of municipal services</li> <li>• Budget &amp; Expenditure Management Advisory services</li> <li>• mSCOA aligned budget documentation</li> <li>• budget-related policies and strategies</li> </ul>

<b>Skills Required (mSCOA)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Municipal accounting</li> <li>• Municipal financial systems</li> <li>• Implementing the mSCOA reform at a municipal level /</li> <li>• Providing support to municipalities to implement mSCOA</li> <li>• Providing support to National and provincial treasuries to oversee the implementation of mSCOA at a municipal level</li> </ul>

<b>Skills Required (Municipal Support)</b>
<ul style="list-style-type: none"> <li>• Provide institutional support and capacity building and stakeholders management</li> <li>• Budgeting</li> <li>• Revenue Management; and</li> <li>• Preparation of voluntary recovery plans</li> <li>• <i>Accounting and Audit Support Focus</i></li> </ul>

<b>Skills Required (Financial Management – MFRS)</b>
<ul style="list-style-type: none"><li>• Budget and revenue management including financial modelling and planning, tariff setting and costing;</li><li>• Expenditure management;</li><li>• Asset management;</li><li>• Development and implementation of financial recovery plans;</li><li>• Municipal turnaround initiatives;</li><li>• Supply chain management;</li><li>• Municipal auditing; and</li><li>• Municipal financial accounting and reporting</li></ul>

## **CATEGORY A: EVALUATION CRITERIA**

The evaluation criteria table below apply to the following Municipal Financial Management Advisory Services (**Areas of expertise**):

- Asset Management
- Supply Chain Management
- Accounting & Audit Support
- Budget and Revenue management
- Budget & Financial Management
- mSCOA
- Municipal Support
- Financial Management (Municipal Finance Recovery Services)

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 below.

### **1.3 Functionality Evaluation**

1.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Table 2** below.

1.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

**GTAC002-2022-23: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx): TERMS OF REFERENCE AND INFORMATION TO BIDDERS.**

*Table 2: Functionality Evaluation Criteria – MFM Advisory Services:*

No	EVALUATION CRITERIA	REQUIREMENTS
<b>1.</b>	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in: <ul style="list-style-type: none"> <li>• Financial management,</li> <li>• Accounting,</li> <li>• Public administration/management,</li> <li>• Business administration/management,</li> <li>• or relevant / related field</li> </ul>	National diploma (NQF6) and above
<b>2.</b>	<b>GENERAL EXPERTISE</b>	
	2.1 Number of years' experience in Local Government financial management or a component thereof	At least 5 years' experience
<b>3.</b>	<b>SPECIFIC EXPERTISE</b>	
	3.1 Demonstrated knowledge of the MFMA, and experience in municipal finance operations, implementing financial management reforms and performance improvement initiatives. With respect to experience in financial management operations and reforms, <u>relevant components</u> linked to the specific key activities as highlighted in table 1 above	Demonstrated experience in at least three components
	3.2 Years' experience in municipal finance operations, implementing reforms, and performance improvement initiatives as per the components listed under 3.1 above.	At least 5 years' experience
Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified		

**The evaluation will be drawn from the CV template provided as per annexure B**

## Category B: Auxiliary Support

### B1: Organisational Development Advisory Services

**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**B1: Area of Expertise**

**ORGANISATIONAL DEVELOPMENT ADVISORY SERVICES**

**2.1 Overall Objective**

To provide technical assistance to carry out Institutional/Organisational Development (MFRS) functions to assist municipalities with the resolution of financial problems and other related MFMA provisions.

**2.2 Skills Required**

The key activities per focus area over the duration of the project will include, but not limited to the areas highlighted below.

Table 3: Organisational Development Advisory Services

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> <li>• Development of Financial Recovery Plans (FRPs)</li> <li>• Monitoring implementation of an FRPs</li> <li>• Capacity building and technical support</li> </ul>	A relevant degree or equivalent in: <ul style="list-style-type: none"> <li>• Public/business management,</li> <li>• Public/business administration.</li> <li>• Human Resource or Organizational Development</li> </ul>

**B1: 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 below.

**2.3 Functionality Evaluation**

2.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Table 4** below.

2.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

Table 4: Functionality Evaluation Criteria – Human Resource Management (*Institutional/ Organisational Development Specialists – MFRS*):

NO.	CRITERIA	REQUIREMENTS
1.	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in <ul style="list-style-type: none"> <li>• Public/business management,</li> <li>• Public/business administration.</li> <li>• Human Resource or Organizational Development</li> <li>• BCom Degree</li> </ul>	National diploma (NQF6) and above

**GTAC002-2022-23: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE PANEL (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS – MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP IIIx): TERMS OF REFERENCE AND INFORMATION TO BIDDERS.**

	<ul style="list-style-type: none"> <li>• Or related field</li> </ul>	
<b>2.</b>	<b>GENERAL EXPERTISE</b>	
<b>2.1</b>	Number of years' experience in Local Government	At least 5 years' experience
<b>3.</b>	<b>SPECIFIC EXPERTISE (PER POSITION)</b>	
	<b>3.1 MFRS Institutional/ Organisational Development Specialists</b> Demonstrated experience and achievements in the following key components aligned to the scope of work: <ul style="list-style-type: none"> <li>• institutional or organisational restructuring and change management;</li> <li>• review and development of organisational structures and job descriptions;</li> <li>• job evaluation and grading;</li> <li>• review of employee related costs;</li> <li>• performance management;</li> <li>• labour relations matters;</li> <li>• development of institutional policies and procedures; and</li> <li>• other human resource related matters.</li> </ul>	Demonstrated experience in at least three components
	<b>3.2 MFRS Institutional/ Organisational Development Specialists:</b> Years of experience in implementing operations, projects and/or performance improvement initiatives as per the components listed under 3.1 above.	At least 5 years' experience
Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified.		

**The evaluation will be drawn from the CV template provided as per annexure B.**

# Category B: Auxiliary Support

## B2: Legal Advisory Services

**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**B2: Area of Expertise**

**LEGAL ADVISOR SERVICES**

**3.1 Overall Objective**

To provide technical assistance to carry out Legal Services (MFRS) functions to assist municipalities with the resolution of financial problems and other related MFMA provisions.

**3.2 Skills Required**

The key activities per focus area over the duration of the project will include, but not limited to the areas highlighted below.

Table 5: Legal Advisory Services

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> <li>Development of Financial Recovery Plans (FRPs)</li> <li>Monitoring implementation of an FRPs</li> <li>Capacity building and technical support</li> </ul>	A degree or equivalent in: <ul style="list-style-type: none"> <li>Law</li> <li>Or related field</li> </ul>

**B2: 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 below.

**3.3 Functionality Evaluation**

3.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Table 6** below.

3.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

Table 6: Functionality Evaluation Criteria – MFRS Legal Services Specialist

NO.	CRITERIA	REQUIREMENTS
<b>1.</b>	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in <ul style="list-style-type: none"> <li>Law Degree</li> <li>or related field</li> </ul>	National diploma (NQF6) and above
<b>2.</b>	<b>GENERAL EXPERTISE</b>	
<b>2.1</b>	Number of years' experience in Local Government	At least 5 years' experience
<b>3.</b>	<b>SPECIFIC EXPERTISE (PER POSITION)</b>	

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	<p><b>3.1 MFRS Legal Services Specialist :</b>                  Demonstrated experience and achievements in the following key components aligned to the scope of work:</p> <ul style="list-style-type: none"> <li>• municipal legal services;</li> <li>• drafting of legislation and municipal by-laws;</li> <li>• development of municipal policies and procedures;</li> <li>• drafting of contracts and contract management;</li> <li>• resolution of litigations;</li> <li>• development of systems of delegations; and</li> <li>• Financial dispute resolutions in municipal environments</li> </ul>	Demonstrated experience in at least three components
	<p><b>3.2 MFRS Legal Services Specialist:</b>                  Years of experience in implementing operations, projects and/ or performance as per the component listed under 3.1 above</p>	At least 5 years' experience
Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified.		

**The evaluation will be drawn from the CV template provided as per annexure B.**

<h1>Category B: Auxiliary Support</h1>
<h2>B3: Engineering Advisory Services</h2>

**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**B3: Area of Expertise**

**ENGINEERING ADVISORY SERVICES**

**4.1 Overall Objective**

To provide technical assistance to carry out Engineering Services (MFRS) functions to assist municipalities with the resolution of financial problems and other related MFMA provisions.

**4.2 Skills Required**

The key activities per focus area over the duration of the project will include, but not limited to the areas highlighted below.

Table 7: Engineering Advisory Services

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> <li>• Development of Financial Recovery Plans (FRPs)</li> <li>• Monitoring implementation of an FRPs</li> <li>• Capacity building and technical support</li> </ul>	A relevant degree or equivalent in: <ul style="list-style-type: none"> <li>• Engineering</li> </ul>

**B3: 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 below.

**4.3 Functionality Evaluation**

4.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Table 8** below.

4.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

Table 8: Functionality Evaluation Criteria – Engineering Advisory Services

NO.	CRITERIA	REQUIREMENTS
1.	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in <ul style="list-style-type: none"> <li>• Engineering</li> <li>• or related field</li> </ul>	National diploma (NQF6) and above
2.	<b>GENERAL EXPERTISE</b>	
2.1	Number of years' experience in Local Government	At least 5 years' experience

<b>3.</b>	<b>SPECIFIC EXPERTISE (PER POSITION)</b>	
	<p><b>3.1 MFRS Engineering Specialist:</b>                  Demonstrated experience and achievements in the following key components aligned to the scope of work:</p> <ul style="list-style-type: none"> <li>• municipal services infrastructure planning;</li> <li>• municipal services infrastructure projects and implementation;</li> <li>• municipal services infrastructure masterplans,</li> <li>• municipal services infrastructure maintenance plans development,</li> <li>• municipal service delivery standards development; and</li> <li>• municipal asset management.</li> </ul>	Demonstrated experience in at least three components
	<p><b>3. 2 MFRS Engineering Specialist:</b> Years of experience in implementing operations, projects and/ or performance as per the component listed under 3.1 above</p>	At least 5 years' experience
<p>Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified.</p>		

**The evaluation will be drawn from the CV template provided as per annexure B.**

<h1>Category B: Auxiliary Support</h1>
<h2>B4: Administration Services</h2>

**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**B4: Area of Expertise**

**ADMINISTRATION SERVICES**

**5.1 Overall Objective**

The Project Administrator will be responsible to build the capacity of and assist the National and provincial treasuries to exercise oversight over and provide technical support to municipalities.

**5.2 Skills Required**

The key activities per focus areas over the duration of the project will include, but not limited to the areas highlighted below.

Table 9: Administration Services

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> <li>• Institutional support.</li> <li>• General administrative support.</li> <li>• Correspondence and reporting</li> <li>• Knowledge Management</li> </ul>	A relevant degree or equivalent in: <ul style="list-style-type: none"> <li>• Project administration;</li> <li>• Public administration;</li> </ul>

**B4: 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 below.

**5.3 Functionality Evaluation**

5.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Table 10** below.

5.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

Table 10: Functionality Evaluation Criteria – LGBA Project Administrator

No.	EVALUATION CRITERIA	REQUIREMENTS
<b>1.</b>	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in: <ul style="list-style-type: none"> <li>• Project administration;</li> <li>• Public administration;</li> <li>• or relevant / related field</li> </ul>	National diploma (NQF6) and above
<b>2.</b>	<b>GENERAL EXPERTISE</b>	
	2.1 Number of years' experience in project administration.	At least 4 years' experience

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<b>3.</b>	<b>SPECIFIC EXPERTISE</b>	
	Demonstrated previous experience specifically in: <ul style="list-style-type: none"> <li>• <i>Maintenance of filing systems</i></li> <li>• <i>Travel booking applications</i></li> <li>• <i>Coordinating month-end invoicing procedures for advisors / consultants</i></li> <li>• <i>Providing administrative / secretarial support</i></li> </ul>	Demonstrated experience in at least two components
Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified.		

**The evaluation will be drawn from the CV template provided as per annexure B.**

# Category B: Auxiliary Support

## B5: IT ADVISORY SERVICES

**NB: Bidders must submit separate envelopes for each area of expertise and clearly mark the area of expertise for which the bid is being submitted.**

**B5: Area of Expertise 6**

**IT ADVISORY SERVICES**

**6.1 Overall Objective**

The overall purpose of the IT Advisory Services is to ensure that the development and maintenance of systems, knowledge and content management, technology enablement and innovation and monitor and resolve grand challenges.

**6.2 Skills Required**

The key activities per focus area over the duration of the project will include, but not limited to the areas highlighted below.

Table 11: IT Advisory Services

Skills Required	Qualifications Required (Masters, Degree, Diploma or equivalent)
<ul style="list-style-type: none"> <li>• Knowledge and Content Management</li> <li>• Technology enablement, implementation and support</li> <li>• Systems Development and enhancements</li> <li>• Systems Monitoring and maintenance</li> </ul>	A relevant degree or equivalent in: <ul style="list-style-type: none"> <li>• Knowledge and Information management</li> <li>• Information and Communications Technology</li> </ul>

**B 5: EVALUATION CRITERIA**

The evaluation criteria tables below apply to the following IT Advisory Services workstreams:

- Knowledge and Information Management
- Accounting Support – IT Specialist

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 below.

**6.3 Functionality Evaluation**

6.3.1 Technical/functionality evaluation criteria for the TAs are stipulated in the **Tables 12** below.

6.3.2 Only bidders who are compliant with ALL the functionality / technical evaluation criteria below will qualify for placement to the panel for this area of expertise.

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*Table 12: Functionality Evaluation Criteria – IT Advisory Services (IT Specialist & Knowledge and information management)*

No.	EVALUATION CRITERIA	REQUIREMENT
<b>K2 AND POWERBI CERTIFIED</b>		
CVs for the Knowledge and Information Management area of expertise must be K2 and PowerBI certified.		Provide proof of certification
<b>1.</b>	<b>QUALIFICATIONS</b>	
	Highest educational qualification obtained in: <ul style="list-style-type: none"> <li>• Knowledge and Information management</li> <li>• Information and Communications Technology</li> </ul>	National diploma (NQF6) and above
<b>2.</b>	<b>GENERAL EXPERTISE</b>	
	2.1 Number of years' experience in performing ICT and/or knowledge and information management (KIM)	At least 5 years' experience
<b>3.</b>	<b>SPECIFIC EXPERTISE</b>	
	3.1. Demonstrated experience in the field of ICT & knowledge and information management (KIM) which can include: <b>KIM</b> <ul style="list-style-type: none"> <li>• K2 platforms and tools;</li> <li>• Microsoft Office 365;</li> <li>• Content management tools - SharePoint;</li> <li>• Data management - SQL;</li> <li>• Power Bi report development</li> <li>• User support technologies;</li> <li>• Change management &amp; innovation; and</li> <li>• solutions training</li> </ul> <b>ICT</b> <ul style="list-style-type: none"> <li>• MVC Framework;</li> <li>• Microsoft.net;</li> <li>• Data management – SQL;</li> <li>• Systems development &amp; enhancements;</li> <li>• Systems monitoring;</li> <li>• User support technologies</li> </ul>	Demonstrated experience in at least three components
	3.2. Years' experience in implementing ICT architectural solutions, business systems analytics OR knowledge and information management within public sector operations, projects, reforms and/or performance improvement initiatives as per the components listed under 3.1 above.	At least 4 years' experience
Bidders who are non-compliant with any of the above requirements as stated in the evaluation criteria will be disqualified.		

**The evaluation will be drawn from the CV template provided as per annexure B.**

The evaluation committee members will individually evaluate each CVs received against the criteria as set out above tables using the following methodology below:

<b>COMPLY</b>	<b>NOT COMPLY</b>
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**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.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

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

- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

**9. Packing**

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

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

**10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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