

## REQUEST FOR QUOTATION

RFQ 009-2023-24  
Enquiries: Itumeleng Likotsi  
Tel: 012 315 5572  
Email: rfp@gtac.gov.za

### ATTENTION: PROSPECTIVE BIDDERS

### RFQ 009-2023-24: PROVISION OF SERVICES TO THE JOBS FUND AS FINANCIAL ANALYSTS

The Professional Services Procurement (PSP) Unit within Government Technical Advisory Centre (GTAC) hereby invites credible suppliers to submit a quotation in response to the Terms of Reference attached hereto.

#### 1. EVALUATION METHODOLOGY

1.1. The table below reflects the evaluation methodology for this Request for Quotation:

Evaluation Stage	Description
Stage 1: Administrative Compliance	Evaluation of documents cited in section 2 below. Documents must be submitted and duly completed and signed where required.
Stage 2: Mandatory requirements	Refer to attached Terms of Reference (TOR).
Stage 3: Functionality/Technical Evaluation	Refer to attached Terms of Reference (TOR).
Stage 4: Preferential Procurement Regulations 2022 (Price and Specific Goals)	80/20 Price and specific goals evaluation based on the Preferential Procurement Regulations 2022 - (refer to the SBD 6.1 for more detail).



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### 2. STAGE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

2.1. The following documents must be submitted for administrative compliance evaluation. Documents must be duly completed and signed (where applicable).

- a) SBD 1 - Invitation to Bid
- b) SBD 2 - Tax Clearance Certificate Requirements/ Updated CSD registration report/MAA number
- c) SBD 4 - Bidder's Disclosure
- d) SBD 6.1 - Preference points claim form in terms of the preferential procurement regulations 2022 if applicable.
- e) SBD 3.3 - Pricing Schedule/ Financial Proposal.
- f) ID copy of the Directors/ Shareholders for screening purposes
- g) Functionality/Technical response (Response to technical evaluation criteria cited in the TOR)

### 3. STAGE 2: MANDATORY REQUIREMENTS (REFER TO ATTACHED TOR)

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

### 4. STAGE 3: FUNCTIONALITY EVALUATION (REFER TO ATTACHED TOR)

- 4.1. Bidders are required to submit a functionality/technical proposal in response to the technical evaluation criteria cited in the Terms of Reference.
- 4.2. Bidders are required to meet the minimum score of 70% for the desktop evaluation to be considered on stage 2 for Preferential Procurement Regulation (PPR) 2022.

### 5. STAGE 4: PRICE AND SPECIFIC GOALS EVALUATION BASED ON THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 - (REFER TO THE SBD 6.1 FOR MORE DETAILS)

#### 5.1. 80/20 Preference Points Evaluation

- a. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 of SBD6.1 as may be supported by proof/ documentation stated in the conditions of this RFQ.
- b. The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to (RFQ) R1 000 000 (all applicable taxes included).



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c. Points for this RFQ shall be allocated/awarded for:

- The bid price (maximum 80 points)
- Specific goals (maximum 20 points) as allocated and specified on SBD 6.1 to claim points accordingly.

<b>Number of points allocated (80/20 points system)</b>	
<b>Price</b>	<b>80</b>
<b>The specific goals allocated points in terms of this RFQ are as follows:</b>	<b>20</b>
<u>Black ownership (Minimum of 30% black ownership in the company)</u>	<u>5</u>
<u>Disability (Minimum of 10% ownership in the company)</u>	<u>5</u>
<u>Women (Minimum of 30% Women ownership in the company)</u>	<u>5</u>
<u>Youth (Minimum of 10 % youth ownership in the company)</u>	<u>5</u>
<b>Total Points</b>	<b>100</b>

The CSD report / Pin number shall be used as evidence to confirm/award points for Specific Goals. It is the responsibility of the bidding entity/bidder to ensure that the information on the CSD is updated and accurate. Failure on the part of a tenderer to submit proof or documentation (SBD 6.1) required in terms of this tender to claim points for Specific Goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

## 6. SUBMISSION REQUIREMENTS

6.1. The following requirements will apply:

- a. Price quotation must be provided separately on the SBD 3.3 provided.
- b. Price(s) quoted must be valid for sixty (60) days from date of offer.
- c. Price (s) quoted must be within the RFQ threshold of R1 000 000.00 to be compliant and valid.
- d. Late or incomplete submissions will not be accepted. Failure to comply with these condition will invalidate your proposal.

6.2. The bidder should ensure that the following submission requirements are included in the submission with the quotation:

- e. Duly completed and signed Standard Bidding Documents (SBD) forms: (SBD 1, SBD 2, SBD 3.3 ( Total cost must be inclusive of all applicable taxes (if no indication is given, quoted prices will be evaluated as all applicable taxes inclusive), SBD 4 and 6.1), bidders are to make sure that they fully complete SBDs.



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**NB: Bidders will be disqualified if any of the SBD 4 form is not submitted or found not to be true and complete in every respect.**

- a. CSD registration report and Pin number.


### 7. SUBMISSION DETAILS AND CLARIFICATION

Submissions must be sent to: [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za) by **14:00 on 26 October 2023**.

Professional Services Procurement (PSP): GTAC will evaluate proposals in accordance with the evaluation methodology cited on per 1.1 above but is neither legally bound nor obligated to accept quoted rates and further reserves the right to negotiate professional rates with recommended bidder before the award of this RFQ.

Any clarification regarding this invitation or the Terms of Reference must be addressed to the aforementioned e-mail address.

Yours sincerely



**Aletta Mbuyane**

**Professional Services Procurement: Acquisition and Sourcing**

**Date: 13 October 2023**



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	RFQ 009 2023-24	CLOSING DATE:	26 October 2023	CLOSING TIME:	14h00
DESCRIPTION	PROVISION OF SERVICES TO THE JOBS FUND AS FINANCIAL ANALYSTS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>NOT APPLICABLE</b>					
<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:rfp@gtac.gov.za">rfp@gtac.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:rfp@gtac.gov.za">rfp@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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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, 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


### Particulars of applicant

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

### Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			



Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

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

If "YES" provide details

YES	NO
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I the undersigned confirm that I require a Tax Clearance Certificate in respect of  or .

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

Signature of representative/agent

-  -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

C

C

Y

Y

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M

M

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D

D

Date

Name of applicant/  
Public Officer

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

**PRICING SCHEDULE**

(Professional Services)

NAME OF BIDDER: ..... RFQ 009-2023-24

**CLOSING TIME 14:00 PM ON 26 OCTOBER 2023**

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <b>**ALL APPLICABLE TAXES</b>
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**RFQ 009-2023-24: PROVISION OF SERVICES TO THE JOBS FUND AS FINANCIAL ANALYSTS.**

1. The financial proposal for this RFQ should cover for all project activities as per the Terms of Reference (ToR) including the potential disbursements.

Total project costs for the entire duration: R \_\_\_\_\_ (\*\*All applicable taxes)

2. Bidders must also submit a detailed breakdown costs in line with paragraph 5 and deliverables on the attached TOR.

3. Period required for commencement with project after acceptance of bid \_\_\_\_\_

4. Are you a VAT vendor? Yes/No

5. Are the rates quoted firm for the full period? Yes/No

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

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Any enquiries regarding this Request for Quotation (RFQ) procedures may be directed to: [rfp@gtac.gov.za](mailto:rfp@gtac.gov.za)

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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



#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
  - ☐ One-person business/sole propriety
  - ☐ Close corporation
  - ☐ Public Company
  - ☐ Personal Liability Company
  - ☐ (Pty) Limited
  - ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi*

- alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	.....
	<b>SIGNATURE(S) OF TENDERER(S)</b>
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....




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## ***TERMS OF REFERENCE***

### **For the Provision of Services to the Jobs Fund as Financial Analysts**

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#### **Programme Identification**

Name of Client	The Jobs Fund
Project Reference Number	PN558
Name of Project	Provision of a Team of Financial Analysts to the Jobs Fund for the appraisal of projects over a 6-month period
Contracting Authority	Government Technical Advisory Centre (GTAC), National Treasury
Accountable Officer	Ms. Najwah Allie-Edries
Project Purpose	Provision of a Team of Financial Analysts to the Jobs Fund for the appraisal of projects

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## **1 Request for Proposal**

Suitably qualified service providers are invited to respond to this Terms of Reference (ToR) for provision of a team of financial analysts to appraise projects over a 6-month period. The service provider must put forward appropriately qualified and suited, individual/s with relevant experience to fulfil the requirements.

## **2 Background Information**

### **2.1 The Jobs Fund**

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

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

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

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

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

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

## 2.2 Need for Financial Analysts

The Jobs Fund has opened a call for proposal themed *“Breaking Barriers: Future Proofing South Africa’s Employment Options”*.

The Jobs Fund requires additional resources to assist with the appraisal of projects applying to the Jobs Fund during the funding round.

## 2.3 Key Result Areas

The purpose of this Terms of Reference is to secure a team of resourced able to dedicate time to the appraisal of concept notes and full business case applications.

1	Grant application appraisals	1	Appraise new investment proposals (due diligence) and opportunities submitted through the Calls for Proposals
		2	Conduct and collate required research
		3	Determine optimal funding allocations including: <ul style="list-style-type: none"> <li>▪ establishing standard costs across models</li> <li>▪ optimal grant allocation and funding structure to ensure value for money.</li> </ul>
		4	Conduct commercial analysis, risk analysis and institutional analysis
		5	Prepare appraisal reports for submission to committees
		6	Review proposed contracts for adherence to Jobs Fund policy, existing laws and regulations
		7	Negotiate project documents

2	Technical Financial Support	1	Support Jobs Fund staff in interpreting finance-related legislation and directives and alignment with JF Operating Procedures
		2	Support the Jobs Fund with post investment monitoring
		3	Support the Jobs Fund with research and knowledge management in related field

## 2.4 Scope of the Services to be Provided.

The tasks to be performed is as outlined above.

## 2.5 Required Expertise and Experience Required

The following expertise and experience are being sought:

- i. A team consisting of a minimum of two (2) up to four (4) suitably qualified and experienced members.
- i. A strong financial background, in respective of financial analysis of project financial models and knowledge of different economic sectors.
- ii. Each member should have at least 5 years' experience and track record working with economic development programmes in respect of undertaking
  - a. appraisals of applications for funding;
  - b. research and market analysis;
  - c. managing the contracting process for the projects approved for grant funding; and
  - d. the post investment monitoring of projects.

### Qualifications:

- iii. A minimum of a Bachelor's Degree/Advanced Diploma (NQF 7) in the following fields of study:
  - a. Accounting;
  - b. Financial Management;
  - c. Development Finance;
  - d. Economics;
  - e. Business Management;
  - f. related commerce fields.

**NOTE:** Copies of qualifications in the relevant field as mentioned above as well as SAQA certificate are to be provided (where applicable). **The Bidder may be requested to provide certified copies of certificates prior to the award being made.**

## 3 Reporting

The successful service provider will report to the Chief Director: Development Finance in the Jobs Fund.

### 3.1 Geographical Area

The Jobs Fund is based in Pretoria, but remote working will be supported.

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

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

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

### 3.3 Sub-Contracting

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

### 3.4 Performance

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

## 4 Contract Period

- i. The contract shall be for a period of six (6) months.

## 5 Remuneration and level of effort

- i. The approved bidder shall be remunerated per deliverable. The time taken to appraise a project through the different stages will be agreed upon between the Jobs Fund and the winning bidder.
- ii. The maximum level of effort required for the duration of the 6-month period will be 720 hours in total for all resources. Resources are expected to allocate approximately 33.3% of their time.

## 6 Submission requirements

Minimum requirements from the bidder(s)

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

### 6.1 Administrative Compliance (Stage One)

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



Document to be submitted	Requirement	Non-submission may result in disqualification?
Invitation to bid – SBD 1	Complete and sign the supplied pro forma document.	NO
Central Supplier Database (CSD) Registration Report or CSD Registration number	Bidders must be registered on the Central Database System and submit the Report as confirmation of registration at the closing date of the bid.	NO
Pricing Schedule - SBD 3.3	Complete and sign the supplied pro forma document.	YES
Declaration of Interest – SBD 4 (See note below)	Complete and sign the supplied pro forma document.	YES
<p><u>Note:</u></p> <p><i>Bidders must submit the attached <b>SBD 4</b> document. A bid will be disqualified if this disclosure is found not to be true and complete in every respect. The following definitions should be considered when completing the form:</i></p> <ul style="list-style-type: none"> <li>- “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.</li> <li>- “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.</li> </ul>		
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document.	NO

### 6.1.1 CV's to be submitted

Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Bidders are encouraged to submit comprehensive CV's as well as complete the experience matrix template provided (Annexure 1) on the final page of the terms of reference. GTAC reserves the right to confirm with individuals where their names appear in more than one bid.

### 6.1.2 Tax clearance status

A valid tax pin must be provided for purposes of verifying that the tax matters of the bidder are in order must be submitted at the closing date and time, where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate validation of Tax status i.e., Registration number from Central Supplier Database (CSD) must be provided with this bid.

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

## 6.2 Mandatory Requirements

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

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

- i. CVs from persons in the employ of the state and persons currently contracted on Jobs Fund will not be considered.
- ii. Bidder representative (Director/Shareholder/Proposed Resource) must not be employed by the State.
- iii. Organisations submitting CVs on behalf of their employees should submit no more than four (4) CVs. If an organisation submits more than (four) 4 CVs, only the first four CVs in the pack shall be considered / will be evaluated.
- iv. A comprehensive CV. CVs should highlight the specific experience and expertise sought by the Jobs Fund, as stipulated in the Evaluation Criteria below with at least (3) three recent contactable references.
- v. Submission of a technical proposal required. The details of relevant assignments must be clearly stated in Annexure 1 as provided.
- vi. CVs of any one individual may only be submitted as part of one bid, GTAC reserve the right to confirm with the individual.
- vii. All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation. Please note Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institution of high learning e.g., Certificate, diploma, degree, etc.)
- viii. A comprehensive CV. CVs should highlight the specific experience and expertise sought by the Jobs Fund, as stipulated in the Evaluation Criteria below and included.
- ix. Resources are expected to allocate approximately 33.3% of their time.
- x. A statement of availability: applicants are requested to indicate their availability over the duration of the contract.

## 7 Evaluation Criteria

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

Stage	Description
One	Administrative compliance

Stage	Description
Two	The Proposals will be assessed based on the criteria below under paragraph 7.1. Bidders must meet the minimum threshold of 70% to be evaluated for the next stage: Price and Specific Goals
Three	Price and Specific Goals  Preference points in the 80/20 formula will be used to evaluate this bid. Points are awarded to bidders for attaining a score for elements as indicated in the table under section 7.2. Bidders must provide the required information for evaluation purposes.

## 7.1 Stage Two

*Each proposed individual will be evaluated independently, and scores averaged per bidder.  
All proposals will be evaluated on the following criteria:*

Evaluation Criteria	Weight	Scoring Criteria
<p>a) Qualification</p> <p>a) Highest Qualification in one of the following areas:</p> <ul style="list-style-type: none"> <li>○ Accounting;</li> <li>○ Financial Management;</li> <li>○ Development Finance;</li> <li>○ Economics;</li> <li>○ Business Management;</li> <li>○ related commerce fields</li> </ul> <p>(i) Note: if the qualification is from an institution outside South Africa, applicants are to submit a copy of the certificate from The South African Qualifications Authority (SAQA)</p> <p>(ii) Where qualifications are not submitted, or qualifications are not in the relevant field (or equivalent) as mentioned above or no SAQA certificate is provided (where applicable) the bidder will receive a zero (0) for this criterion.</p>	10%	<p>5 = Post Graduate qualification (NQF 8)</p> <p>4 = Bachelor Degree or Advanced Diploma (NQF 7)</p> <p>3 = Diploma or Advanced Certificate (NQF 6)</p> <p>2 = Higher Certificate (NQF 5)</p> <p>1 = National Certificate (NQF 4)</p> <p>0 = Non-submission of qualifications, SAQA certification not provided (in the case of a foreign qualification), and qualifications don't align with the fields of study listed in the criteria.</p>
b) Experience in undertaking appraisals of projects for funding	25%	

Evaluation Criteria	Weight	Scoring Criteria
<i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1</i>		For each Evaluation Criteria (b) to (e) scoring is as:  5 = 5 years and above experience per specific area  4 = 4 to less than 5 years experience per specific area  3 = 3 to less than 4 years experience per specific area  2 = 2 to less than 3 years experience per specific area  1 = 1 to less than 2 years experience per specific area
c) Experience in undertaking research and market analysis  <i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1</i>	25%	
d) Experience in contracting with projects for funding  <i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1</i>	20%	
e) Experience in post investment monitoring projects on performance  <i>Experience to be derived from CV and Annexure 1 i.e. clearly outline relevant project/experience in your CV and Annexure 1</i>	20%	
<b>Total</b>		<b>100%</b>
<b>Minimum threshold</b>		<b>70%</b>

The service providers that achieve the minimum threshold in Stage Two will be considered for the next stage. Failure to meet the threshold score of **70%** will result in the disqualification of the bidder.

## 7.2 Stage Three

Preferential Procurement Evaluation based on the 80/20 Principle.

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

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

Terminology	Definition
Black People	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.
"Specific goals"	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;
Historically Disadvantaged Individual (HDI)	<ol style="list-style-type: none"> <li>1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the interim Constitution"); and/or</li> <li>2. who is a female; and/or</li> <li>3. who has a disability.</li> </ol> <p>provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.</p>

A bidder will be awarded to the tenderer scoring the highest points as defined in PPR 2022

## 8 Contracting Authority

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

## 9 Bid Validity

The bid will be valid for a period of sixty (60) calendar days from the closing date of the bid.

**ANNEXURE 1: Experience Matrix**

Add rows where necessary.

#	Name of Team Member	Role in Project	List Key Capability Area (As per the ToR)	Reference Experience in Key Capability Areas (Reference specific projects they have worked on)	Duration of Experience for each Project (In months)	Reference (List name, organisation, contact number, and email address)
1	E.g.: Thandi Sithole	E.g.: Financial Analyst	1. Evaluation Criteria B (Undertaking Appraisals)	1. Worked as Programme Director at the XYZ Challenge Fund in Kenya. Core responsibilities included appraisal of potential projects	36 months	Mr Zamile Ndlovu, XYZ Challenge Fund Director, Tel: xxxxxxxx; email address: xxxxxxxx
				2. Project lead on the ABC Challenge Fund in Pakistan. Core responsibilities included...	8 months	Ms Catherine Gregory, Evaluation Specialist for ABC Challenge Fund, Tel: xxxxxxxx; email address: xxxxxxxx
			2. Evaluation Criteria C (Research and Market Analysis)	1. Conducted Research on development sectors in Africa	24 months	Jacob Dube, Head of Research Knightsworth, Tel: xxxxxxxxxx; email address: xxxxxxxxxx
				2. Conducted market analysis for consultancy ...	14 months	Dr Theresa Naidoo, Programme Director YWP and Partners, Tel: xxxxxxxx; email address: xxxxxxxx
				3.		
			3. Evaluation Criteria D (Contracting with Projects)	1.		
				2.		
				3.		
			4. Evaluation Criteria E (Post investment monitoring)	1.		
				2.		
				3.		

**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.

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **25. Force Majeure**

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

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.