

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	GTAC 004-2022-23	CLOSING DATE:	17 MARCH 2023	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A PANEL OF SERVICE PROVIDERS, WITH EXPERIENCE IN DEVELOPMENT AND DEVELOPMENT FINANCE, TO PROVIDE ADVANCED MONITORING, EVALUATION, REPORTING & LEARNING (MERL) EXPERTISE AND SERVICES TO THE JOBS FUND.				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Aletta Mbuyane		CONTACT PERSON		
TELEPHONE NUMBER	012 315 5867		TELEPHONE NUMBER		
FACSIMILE NUMBER	-		FACSIMILE NUMBER		
E-MAIL ADDRESS	psp@gtac.gov.za		E-MAIL ADDRESS		
TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON			Aletta Mbuyane		
TELEPHONE NUMBER			012 315 5867		
FACSIMILE NUMBER			-		
E-MAIL ADDRESS			psp@gtac.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[AN UPDATED CSD REPORT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR SPECIFIC GOALS AT PPPFA EVALUATION] (NOT APPLICABLE AT THIS STAGE)					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g., company resolution)

DATE:

TERMS OF REFERENCE

For the provision of Monitoring, Evaluation, Reporting & Learning Services to the Jobs Fund

Programme Identification

Name of Client	The Jobs Fund
Reference Number	PN558
Name of Sub-Project	Monitoring, Evaluation, Reporting & Learning panel
Contracting Authority	Government Technical Advisory Centre (GTAC)
Accountable Officer	Ms. Najwah Allie-Edries
Project Purpose	The appointment of a panel of service providers , with experience in development and development finance, to provide advanced Monitoring, Evaluation, Reporting & Learning (MERL) expertise and services to the Jobs Fund.

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1 Introduction

The Employment Creation Facilitation sub-programme was introduced by the National Treasury in 2011 to contribute to employment and inclusive growth by supporting innovative approaches to job creation and enterprise development. The main component of the programme is the Jobs Fund (JF), a multi-year R9 billion investment which leverages matched funding from public and private sector project partners.

The President announced the JF during the State of the Nation Address on 10 February 2011. The objective of the JF is to co-finance innovative public and private sector initiatives that will significantly contribute to job creation. The JF 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 Jobs Fund complements existing efforts by government to combat unemployment with a targeted programme of support for effective labour market interventions and job creation projects in the short to medium term. In this regard, the Jobs Fund will be used to overcome five identified barriers:

1. Firstly, opportunities for **partnership between the private and public sectors** frequently face institutional hurdles that will not be overcome without new incentives and better mechanisms for collaboration. Good but untested ideas are often not pursued by the private sector because the private funding markets will not generally support untested business and training ideas even though they may bring external social benefits. The state, for its part, is not as nimble or responsive as the private sector in recognising and driving business opportunities. There is a need for a mechanism that can combine the best capabilities of the public and private sectors.
2. Secondly, **enterprises face risk and cost barriers when testing new models and projects**. Addressing the unemployment problem requires innovation; this means new approaches, partnerships, and products. Yet new models are inherently risky. High costs, uncertainty and risk make them less attractive to financiers and employers. In these cases, additional incentives may be needed to trigger the investment. These incentives rely on public funding. The support and funding of the kind envisaged under the Jobs Fund have been developed with a view to incentivising experimentation, risk-taking and new ideas by private and public players alike.
3. Thirdly, **low-cost infrastructure that improves market access of enterprises** is frequently missing or inadequately maintained. Where infrastructure is prohibitively expensive for any single employer to bear alone, public funds can be used to fill the gap.
4. Fourthly, there is a general **mismatch between the skills set of unemployed work seekers and available opportunities for employment**. The Jobs Fund seeks to close this gap.
5. Finally, many public institutions that could facilitate job creation have weak expertise or poorly designed programmes. The Jobs Fund assists in **improving the institutional functioning of the job market**.

The Jobs Fund explores options for tackling these five barriers by providing public funding through four “Funding Windows”. These are described below:

- **Enterprise Development:** Initiatives that develop innovative commercial approaches to sustainable job creation in ways that combine profitability with high social impact.
- **Support for Workseekers:** Seeks to link active work-seekers, especially the youth, to formal sector opportunities and job placement.
- **Institutional Capacity Building:** Targets projects that will improve operational efficiencies, remove barriers to doing business, catalyse innovation and thereby scale up the potential for job creation.
- **Infrastructure Investment:** Involves the co-financing of critical missing infrastructure to improve the business environment for enterprises, and employment-linked investment.

Initiatives supported cover a wide range of interventions from micro finance to support rural women, to guarantee schemes to encourage pension fund investments for the support of small and medium enterprise development, to agriculture support for small holder farmers thus contributing to food security and more resilient farmers. The JF has also supported initiatives that have improved the skills match between unemployed youth and existing vacant positions in the labour market and have thereby accelerated the transition of youth from education into employment.

2 Objectives of Assignment

The Jobs Fund is looking to recruit a panel of service providers (organisations/companies), for a period of 5 years, to provide Monitoring, Evaluation, Reporting & Learning (MERL) services to augment the current capacity available at the Fund.

3 Scope

The appointed panel will provide MERL services for the Jobs Fund which may include, but are not limited to projects/ pieces of work relating to:

- The development of M&E frameworks and plans.
- The development of indicators.
- The appraisal and approval of new projects.
- The development of theories and change for projects or programmes.
- The appraisal of project performance reports.
- The analysis of business intelligence databases.
- The evaluation of projects/programmes.
- The production and professional layout of knowledge products.
- The training of Jobs Fund staff and project partners.

Once a panel is appointed, the detailed Terms of Reference/Specifications for an assignment/ project/ piece of work will be sent to the approved panel of suppliers as and when work is required,

and the service providers will be invited to submit competitive proposals. The most competitive proposal will be appointed to complete the work for the Jobs Fund.

Further detail on each area of work is highlighted below.

3.1 Monitoring & Evaluation Planning

- Develop M&E frameworks and plans at both project and programme level.
- Develop appropriate indicators to monitor and track progress.
- Develop theories and change for projects or programmes.

3.2 Project/Application Review and Analysis

- Appraise proposed project theories of change, project models and Monitoring & Evaluation Plans.
- Appraise project implementation/performance reports (i.e., Is the project rolling out as per the Theory of Change? What are some of the anticipated/ unanticipated outcomes? Etc.)

3.3 Planning & Conducting Evaluations/ Case Studies/ Research Pieces

- Conceptualise evaluations/research studies, produce detailed proposals and carry out the studies to a high standard.
- Perform comparative reviews/ case studies between funding windows, project models, and sectors of implementation.

3.4 Business Intelligence Database Analysis

- Analyse business intelligence databases and identify trends across projects.
- Produce regular reports based on BI data.

3.5 Knowledge Production

- Distil findings into concise reports and policy recommendations for dissemination to the Jobs Fund Team and external stakeholders (academia, policymakers, think-tanks, implementers, general public, media, etc.).
- Produce ad-hoc knowledge products tailored to specific audiences for learning purposes.
- Make use of:
 - Specialist writers, with experience in working on development finance/ socio-economic development projects, to produce suitable content.
 - Editors to proof each product submitted to the Jobs Fund.
 - Document layout specialists/ graphic designers to ensure professional document submission.

3.6 Skills Transfer

- Ongoing development of internal capacity and transfer of skills to identified officials.

4 Relevant Experience

The potential service provider (company/organisation) should display a solid track record:

- At least seven years' experience in Monitoring & Evaluation planning and systems, and conceptualising and conducting evaluations.
- At least five years' experience in economic and social research, and analytics for development projects and programmes.
- Experience in more than one of the following fields: monitoring & evaluation, economics, public policy, development finance, development of publish-ready content, and international development.
- Excellent English proficiency, written as well as spoken.

It should be noted that in addition to their specialist staff, the service provider must have a substantial database of external specialists, that can be sourced as and when required for specific projects.

5 Submission Requirements

The service provider is expected to submit a proposal that responds to the scope of work as highlighted in this Terms of Reference. The proposal should also include the following:

5.1 Jobs Fund-specific MERL Ideas

- Ideas on possible work/ evaluations/ analyses/ studies/ knowledge products to be produced, given the Jobs Fund portfolio.
- The suggestions must relate to the key services and products as specified under section 3, as well as the methodologies to be employed.

5.2 Resource Plan

- Assign a specialist lead for each of the 6 areas mentioned under Section 3 and an overall project manager. These individuals must be clearly stated in the proposal. It should be noted that the same person could be the lead for a few of the areas, should they have the requisite skills.
- 3-to-5-page CVs for each project team member. The CVs for each individual must indicate their relevant expertise and experience in relation to the aspects of the project that they will work on, i.e., clearly state under which of the broad area(s) highlighted in section 3, the team member will be assigned to (for evaluation purposes). Please also note that these individuals will be evaluated in consideration of the potential capacity of the bidding company/organisation to deliver on the requirements in this ToR. Each CV should also contain:
 - highest level of qualification,
 - years of working experience,
 - employment experience and nature of work, and
 - experience in working on/with development projects.
- The experience of proposed team must also be listed in the "Team Experience" matrix **(template provided in the Annexure).**

- Resource matrix clearly showing the number of days allocated to each team member based on the assignments in Figure 1 **(template provided in the Annexure)**.
- The proposed team should be able to deliver on all the requirements as set out in section 3 of the terms of reference and should therefore exhibit the necessary skills associated with the tasks.

5.3 Portfolio of Previous Work

- A portfolio of the firm's previous work similar to the scope (i.e., examples of recent work which closely resemble the outputs that the ToR has identified under section 3).
- Bidders must make a concerted effort to include in their Portfolio of Work submission examples of: An Evaluation Report, a Research Report, a Case Study, a brief article, a PowerPoint presentation, and an infographic. These documents will be treated with the strictest of confidence.
- In addition, a minimum of 3 reference letters from previous clients.

5.4 Skills Transfer Plan

- Skills transfer plan of not more than 1 page.
- The plan must also include all activities the service provider will undertake to transfer skills to selected Jobs Fund employees.

6 Evaluation Criteria

The successful bidders will be appointed to form part of the service provider panel for a period of 5 years.

The Bid Evaluation for this project will be a two-stage process.

The **first stage** involves a review bid proposal required administrative compliance requirements submitted by each bidder which are highlighted below in this ToR.

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 stage, 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.

The **second stage** is the functionality/technical evaluation process which focuses on the requirements as set out in this ToR.

The below outlines the functionality/technical evaluation process:

The Proposals will be assessed based on the criteria below and bidders that meet the minimum threshold of 75% will be considered for placement unto the panel, however the placement to the panel of service providers does not necessarily guarantee work.

Bidders who fail to meet minimum threshold of 75% as stated in the evaluation criteria will be disqualified.

The Evaluation criteria for the functionality/technical evaluation are shown in the table below.

No.	EVALUATION CRITERIA		WEIGHT
1.	<p>Demonstrated experience of the service provider to provide MERL services in the development field (economic research, analytics for development projects or programmes, development finance reviews)</p> <p>This will be evaluated at the applicant firm level.</p>	<p>Scoring:</p> <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5
2.	<p>Project lead (project manager) experience and expertise in the provision of Monitoring, Evaluation, Reporting and Learning services</p> <p>This will be evaluated based on the experience of the overall project lead</p>	<p>Scoring:</p> <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5
3.	<p>Project team experience The applicant to propose a specialist lead under each of the broad areas and the leads will be rated accordingly. These team members must be clearly marked in the proposal and will be rated individually as per the below.</p>		
3.1	<p>Broad area 1: Monitoring & Evaluation Planning This will be based on the specialist lead proposed by the service provider. This individual must be clearly marked in the proposal.</p>	<p>Scoring:</p> <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5

No.	EVALUATION CRITERIA		WEIGHT
3.2	Broad area 2: Project/Application Review and Analysis This will be based on the specialist lead proposed by the service provider. This individual must be clearly marked in the proposal.	Scoring: <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5
3.3	Broad area 3: Planning & Conducting Evaluations/ Case Studies/ Research This will be based on the specialist lead proposed by the service provider. This individual must be clearly marked in the proposal.	Scoring: <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5
3.4	Broad area 4: Business Intelligence Database Analysis This will be based on the specialist lead proposed by the service provider. This individual must be clearly marked in the proposal.	Scoring: <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5
3.5	Broad area 5: Knowledge Production This will be based on the specialist lead proposed by the service provider. This individual must be clearly marked in the proposal.	Scoring: <ul style="list-style-type: none"> • 10+ years = 10 • 9 years = 9 • 8 years = 8 • 7 years = 7 • 6 years = 6 • 5 years = 5 • 4 years = 4 • 3 years = 3 • 2 years = 2 • 1 year = 1 • No information provided = 0 	5

No.	EVALUATION CRITERIA		WEIGHT
4.	Approach (Overall Proposed and Ideas for Analyses, Studies, Knowledge Work to be conducted) (as specified in the ToR under section 3 and 5.1 to 5.2)	Scoring on a scale of 1 to 10 where: <ul style="list-style-type: none"> • 10 = Excellent (The overall proposal and analyses, studies and knowledge work ideas put forward directly responds to the ToR, is plausible [considering the timeline and proposed expertise], offers novel and practical ideas, and is likely to significantly exceed expectations) • 7-9 = Above average • 5-6 = Average (The overall proposal and analyses, studies and knowledge work ideas put forward respond to the ToR; is plausible [considering the timeline and proposed expertise], and will meet expectations) • 2-4 = Below average • 1 = Poor (The overall proposal and analyses, studies and knowledge work ideas put forward do not respond to the ToR; are implausible [considering the timeline and proposed expertise], and will not meet expectations) • 0 = No information provided 	35
	Portfolio of Work (PoW) (portfolio of the firm's previous work similar to the scope [i.e., examples of recent work which closely resemble the outputs that the ToR has identified under section 3]).	Scoring on a scale of 1 to 10 where: <ul style="list-style-type: none"> • 10 = Excellent (PoW is relevant to the work as outlined in the ToR and responds directly to requirements. The depth of analysis and insight in the documents is aligned to the Jobs Fund standard. The layout, grammar and spelling are of a very high standard. The service provider is likely to be able to deliver products and services that significantly exceed expectations). • 7-9 = Above average • 5-6 = Average (PoW is relevant in part to the work outlined in the ToR. The depth of analysis and insight in the documents is fair and in some instances is aligned to the Jobs Fund standard. The layout, grammar and spelling are mediocre. The service provider is likely to be able to deliver some of the products and services at the standard the Jobs Fund requires. • 2-4 = Below average • 1 = Poor (PoW is not relevant to the work as outlined in the ToR. Depth of analysis is lacking. The layout, grammar and spelling are of a very low standard. The service provider is unlikely to be able to deliver the required 	25

No.	EVALUATION CRITERIA		WEIGHT
		services and products to the Jobs Fund as required). <ul style="list-style-type: none"> 0 = No information provided 	
5.	Skills Transfer Plan (strategy as detailed in the proposal under 5.4: activities the service provider will undertake to transfer skills to selected Jobs Fund employees)	Scoring on a scale of 1 to 10 where: <ul style="list-style-type: none"> 10 = Excellent (Suggested plan proposes a coherent and plausible skills transfer strategy that significantly exceeds the expected standard) 7-9 = Above average 5-6 = Average (Suggested plan proposes a fair skills transfer strategy that largely meets the expected standard) 2-4 = Below average 1 = Poor (Suggested plan does not offer a practical skills transfer strategy) 0 = No information provided 	5
	Total		100
	Minimum threshold of 75% to be met for placement		75%

7 Financial Implications

The service provider is not required to produce a financial proposal at this stage, as the specifics for each assignment over the next few years are not yet known.

However, the type of assignments anticipated (and the number thereof) are included in the table below.

Figure 1 - Expected number of assignments

	Scope of Work	# over the project period	Total person-days spent on the deliverable
1.	Monitoring & Evaluation Planning		
	<ul style="list-style-type: none"> Develop theories of change (ToC) for projects or programmes. 	10 x theory of change documents	20 person-days (2 days per ToC)
	<ul style="list-style-type: none"> Develop M&E frameworks and plans at both project and programme level. 	3 x M&E Frameworks for social impact interventions	15 person-days (5 days per M&E framework)

	Scope of Work	# over the project period	Total person-days spent on the deliverable
	<ul style="list-style-type: none"> Develop appropriate indicators to monitor and track progress. 	3 x sets of indicators for social impact interventions (i.e., 3 programmes require indicator development)	12 person-days (4 days per set of indicators)
2.	Project/Application Review and Analysis		
	<ul style="list-style-type: none"> Appraise proposed project theories of change, project models and Monitoring & Evaluation Plans. 	1,000 x project applications	1,000 person-days (1 day per project)
	<ul style="list-style-type: none"> Appraise project quarterly implementation/ performance reports. 	1,000 x implementation appraisals	500 person-days (1/2 day per project)
3.	Planning & Conducting Evaluations/ Case Studies/ Research Pieces		
	<ul style="list-style-type: none"> Conceptualise evaluations/research studies, produce detailed proposals and carry out the studies to a high standard (approximately a sample of 6 projects per study) 	3 studies	252 person-days (four months to complete each study)
	<ul style="list-style-type: none"> Perform comparative reviews/ case studies between funding windows or project models or sectors of implementation (approximately a sample of 6 projects per study) 	3 studies	189 person-days (3 months to complete each study)
4.	Business Intelligence Database Analysis		
	<ul style="list-style-type: none"> Produce regular reports based on BI data. 	5 reports	50 person-days (10 days per report)
	<ul style="list-style-type: none"> Analyse business intelligence databases and identify trends across projects. 	36 BI trend analyses	302 person-days (8 days per monthly analysis)
5.	Knowledge Production		
	<ul style="list-style-type: none"> Distil findings into concise summary reports and policy recommendations for dissemination to the Jobs Fund Team and external stakeholders (academia, policymakers, think-tanks, implementers, general public). 	12 concise reports	36 person-days (3 days per report)
	<ul style="list-style-type: none"> Produce ad-hoc knowledge products (presentations/ articles/ workshops/ reports) tailored to specific audiences. 	12 knowledge products	36 person-days (3 days per product)
6.	Skills Transfer		
	<ul style="list-style-type: none"> On-going development of internal capacity and transfer of skills to identified officials 	11 workshops/ training sessions / feedback sessions	22 person-days (2 days for planning and presentation of each session)

	Scope of Work	# over the project period	Total person-days spent on the deliverable
	(workshops/training/feedback sessions for every research product)		

Appointment to the panel of service providers does not necessarily guarantee work. A Terms of Reference will be issued to the appointed panel of service providers for specific work required to be undertaken. This is a competitive process, and the highest rated service provider will then be contracted as per the issued Terms of Reference.

Bidders must note that GTAC will not pay retainers.

8 Instructions for Completion and Submission of Bid Proposals

8.1 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”:

	Stage 1: Standard Bidding Documents and Administrative Compliance
1	SCM SBD 1 - Invitation to bid
2	SCM SBD 4 – Bidders’ Disclosure
3	Central Supplier Database (CSD) Registration Report or CSD Registration number or PIN number
	Stage 2: Technical proposal
4	Bidder’s technical proposal cover page
5	Technical proposal <ul style="list-style-type: none"> • Annexure A – as required in this TOR, above • Annexure B – as required in this TOR, above • 3-to-5-page CVs for each project team member. • Other supporting technical documents.
6	Certified copy(copies) of qualification(s) and Professional Registration certificates where applicable.

8.2 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:

BID	ESTABLISHMENT OF A PANEL: FOR THE PROVISION OF MONITORING, EVALUATION, REPORTING & LEARNING SERVICES TO THE JOBS FUND
Bid No:	GTAC 004-2022-23
Submission closing date and time:	17 March 2023 at 11:00
Name of Bidder:	
Contact number of Bidder:	
Address of Bidder:	

8.3 Bid Submission Address

GTAC Tender Box is Inside 240 Madiba National Treasury Building at Reception Area

National Treasury Building

240 Madiba Street

Ground Floor, Reception Area

The GTAC Tender box is accessible between office hours (08h00 – 17h00) failure to deposit the bid proposal in GTAC Tender Box this will lead to a disqualification, no late bid will be accepted.

NB: BID PROPOSALS/SUBMISSIONS MUST NOT BE MADE AT THE NATIONAL TREASURY TENDER BOX AT THE TENDER INFORMATION CENTER (TIC).

9 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.

10 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. Requests for clarification will be accepted by GTAC until 17h00 on 28 February 2023. 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>

11 Bid Validity Period

The bid will be valid for a period of 120 (one hundred and twenty) days after the closing date of the bid. The project timeframes of this bid are set out below:

Activity	Dates
Advertisement on the National Treasury e-Tender Portal and GTAC website	24 February 2023
Bidder clarifications	
Questions and answers uploaded onto the GTAC website	14 March 2023
Closing date and time of the bid	17 March 2023 at 11:00

12 Annexures

12.1 Annex A - Team Experience Matrix Template

Name of Project: The appointment of a panel of service providers to provide advanced Monitoring, Evaluation, Reporting & Learning (MERL) expertise and services to the Jobs Fund.

Service Provider Name: <add>

RFP Reference: <add>

Overall Project Lead/Manager: _____

Broad area 1: Monitoring & Evaluation Planning Lead: _____

Broad area 2: Project/Application Review and Analysis Lead: _____

Broad area 3: Planning & Conducting Evaluations/ Case Studies/ Research Lead: _____

Broad area 4: Business Intelligence Database Analytics Lead: _____

Broad area 5: Knowledge Production Lead: _____

Describe the team's experience in the table below.

(Add additional 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 team members have worked on)	Duration of Experience for each Project (in months)	Reference (list name, organisation, and contact details)
1	E.g.: Thandi Smith	E.g.: Knowledge Development Lead	1. E.g., Content Development	e.g. 1. Worked as Senior Content Developer at Social Impact Services International. Core responsibilities included: a. The development of Learning Papers for distribution to key stakeholders (private sector partners and government departments) b. The development of social media content for Social Impact Services International's website, Facebook page and Twitter.	36 months	Zamile Ndlovu, CEO of Social Impact Services International, (c) 089 456 7812, (e) zamile.ndlovu@siservices.org
				2. ...		
				3. ...		

RESTRICTED

#	Name of Team Member	Role in Project	List Key Capability Area (as per the ToR)	Reference Experience in Key Capability Areas (reference specific projects team members have worked on)	Duration of Experience for each Project (in months)	Reference (list name, organisation, and contact details)
			2. E.g., Communications Strategy	E.g. 1. Communications Manager at YWP Fund (a development finance service provider focused on....). Core responsibilities included: a. The development of Internal Communications Strategies for the YWP Fund and the implementation thereof. b. The development of External Communications Strategies for the YWP Fund and the implementation thereof (social media, targeted events, targeting publications).	24 months	Theresa Naidoo, Programme Director YWP Fund, 097 123 4567, tnaidoo@ywp.co.za
				2. ...		
				3. ...		
			3.		
2	E.g.: Priya Kistnasamy	E.g.: Project lead	E.g., Challenge Funds	Worked as Programme Director at the XYZ Challenge Fund in Kenya. Core responsibilities included...	36 months	Queen Oliphant, XYZ Challenge Fund Director, 089 456 7812
				Project lead on the Mid-line Evaluation of ABC Challenge Fund in Pakistan. Core responsibilities included...	8 months	Catherine Gregory, Evaluation Specialist for ABC Challenge Fund, 077 234 9900
				...		
			E.g., Mixed Method Evaluations	Lecturer in Post-graduate Evaluation Methodology at University of Knightsworth	24 months	Prof. Jacob Dylan, Head of Psychology University of Knightsworth, 011 764 2229
				Project lead on the Youth Workseekers Placement (YWP) Fund Summative Evaluation. Methodology included...	4 months	Theresa Naidoo, Programme Director YWP Fund, 097 123 4567
				...		
			3	...		
3			1			

RESTRICTED

#	Name of Team Member	Role in Project	List Key Capability Area (as per the ToR)	Reference Experience in Key Capability Areas (reference specific projects team members have worked on)	Duration of Experience for each Project (in months)	Reference (list name, organisation, and contact details)			
			2						
			3						
			4			1			
2									
3									

12.2 Annex B - Resource Matrix Template

Name of Project: The appointment of a panel of service providers to provide advanced Monitoring, Evaluation, Reporting & Learning (MERL) expertise and services to the Jobs Fund.

Service Provider Name: <add>

RFP Reference: <add>

Overall Project Lead/Manager: _____

Broad area 1: Monitoring & Evaluation Planning Lead: _____

Broad area 2: Project/Application Review and Analysis Lead: _____

Broad area 3: Planning & Conducting Evaluations/ Case Studies/ Research Lead: _____

Broad area 4: Business Intelligence Database Analytics Lead: _____

Broad area 5: Knowledge Production Lead: _____

This matrix will highlight the anticipated number of workdays for the project per resource.

(Add additional rows where necessary)

Name of Team Member	Role	Skills	Number of Days
1. Priya Kistnasamy	E.g., Overall Project Lead	E.g., Project Management, Budget Management, Case Study Methodology Expert, Challenge Fund Expert.	E.g., 40 days
2.			
3.			
4.			
5.			
6.			

RESTRICTED

Name of Team Member	Role	Skills	Number of Days
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
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		

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

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

If "YES" provide details

YES	NO
-----	----

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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23. Termination for default
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27. Settlement of disputes
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.