

INVITATION TO BID

BID NO:

RAF/2022/00015

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDERS TO BE APPOINTED IN THE ROAD ACCIDENT FUND'S PANEL OF RECRUITMENT AGENCIES FOR A PERIOD OF FIVE (5) YEARS.

Publication date: 31 October 2022

NO BRIEFING SESSION

Closing date: 02 December 2022 @ 11h00 am

Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender Box on or before the closing date and time.

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IMPORTANT NOTES:

1. Bid documents are available on the website (www.raf.co.za) at no cost.

2. Submission of Proposals

- Bid responses must be placed in the tender box clearly marked with a tender number and description; and
- Bidders are required to submit a soft copy (PDF) of their original Bid Document/Proposal in a USB (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
- The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

**Road Accident Fund (RAF), Eco Glades 2 Office Park, 420 Witch-hazel Avenue,
Centurion, 0046**

3. Validity Period

The proposal submitted by the supplier must be valid for a period of 90 days, from the closing date for the submission of proposals.

4. Enquiries

All enquiries regarding this bid must be directed to the Supply Chain Management Office:

Bid Enquiries: Shadi Matlou

E-mail address: Shadim@raf.co.za.

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **15 November 2022**

Publication date for Questions & Answers: **18 November 2022**

Questions and Answers will be published on the RAF website.

Important Notes:

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

MANDATORY/ LEGISLATIVE REQUIREMENTS

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

Returnable Documents / Information	Check list ✓ Tick each box
SBD 1: Completed, attached and signed	
SBD 3.1 or 3.3 or 3.3 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 5: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Proof of Construction Industry Development Board (CIDB) registration, if applicable.	
Specification document: Completed, attached and signed	
General Condition of contract: Initialled and attached	
Provide Tax TCS Pin to verify Tax Status: Attached (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)	
If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided.	
Registered on the Central Supplier Database of National Treasury. (For registration information, go to	

https://secure.csd.gov.za/

Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

Bidders must also supply the documents below (where applicable).

Other Requirements	Check list ✓ Tick each box
Valid B-BBEE Certificate attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2022/000015	CLOSING DATE: 11:00		CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) HEREBY INVITES EXPERIENCED AND SUITABLE SERVICE PROVIDERS TO BE APPOINTED IN THE ROAD ACCIDENT FUND'S PANEL OF RECRUITMENT AGENCIES FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park 420 Witch-Hazel Avenue Centurion 0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

CERTIFICATE	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			

1 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]	2 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)

SBD 3.3
PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:		BID NO.:
.....		
CLOSING TIME 11:00	CLOSING DATE.....	

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION **(ALL APPLICABLE TAXES INCLUDED)	BID PRICE IN RSA CURRENCY
1.	The accompanying information must be used for the formulation of proposals.	
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	
4.	PERSON AND POSITION	HOURLY RATEDAILY RATE
	-----	R-----
	-----	R-----
	-----	R-----
	-----	R-----
	-----	R-----
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT	
	-----	R-----
	days	
	-----	R-----
	days	
	-----	R-----
	days	
	-----	R-----
	days	

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	R.....
-----	R.....
-----	R.....
-----	R.....
-----	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

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

.....

.....
.....
.....

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 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

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.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

3.7 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 b

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.

SBD:5

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996.

The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:

- (a) Any single contract with imported content exceeding US\$10 million.
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
- (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.

1.2

The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.

1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

- 3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:

- Bid/contract number;
- Description of the goods, works or services;
- Date on which the contract was accepted;
- Name, address and contact details of the government institution;
- Value of the contract; and
- Imported content of the contract, if possible.

- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:

- a. The contractor and the dti will determine the NIP obligation;
- b. The contractor and the dti will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the dti;
- d. The contractor will submit a business concept for consideration and approval by the dti;
- e. Upon approval of the business concept by the dti, the contractor will submit

- detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
 - g. The contractor will submit bi-annual progress reports on approved plans to the dti.

4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 a) The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of

the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
------------------------------------	------------------------------------

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- i) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		

Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of
company/firm:.....
VAT registration
number:.....
Company registration
number:.....

8.1 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.2 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....

8.3 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.4 Total number of years the company/firm has been in business:.....

8.5 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

BID SPECIFICATION: THE APPOINTMENT OF A PANEL OF RECRUITMENT AGENCIES FOR A PERIOD OF FIVE (5) YEARS.

1. BACKGROUND TO THE ROAD ACCIDENT FUND

The Road Accident Fund (RAF) is a schedule 3A Public Entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads.

The customer base of the RAF comprises not only the South African public, but all foreigners within the borders of the country. The RAF head office is in Centurion there will be other Customer Experience Centres in each province in the country. Where the project scope requires staff compliment and/ or space to determine pricing, such will be included in the requirements.

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1 The bidder must be an eligible, registered Service Provider in terms of the applicable laws of the Country and included in the National Treasury Central Supplier Database.
- 2.2 The bidder must have a business continuity management program, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 Bidders are required to provide full and accurate responses to the mandatory requirements as stated in this document, and, where required explicitly state either "Comply/Not Comply" and where applicable substantiate the responses with the necessary supporting documents.
- 2.4 Bidders are informed that failure to fully comply with Mandatory requirements will nullify their bids for further evaluation.
- 2.5 Bid Proposals must be clearly indexed, and cross referenced to a Table of Contents. **must provide separate supporting documents (properly indexed) for each category** they are bidding for.
- 2.6 The Evaluation Criteria that was published with a Request for Proposal/ Bids will be used to assess bidders' responses and no amendment after the closing of a bid.

- 2.7 It is expected of bidders to have their Tax matters in order when the proposals are submitted. RAF reserves the right to confirm bidders' Tax matters on CSD prior to award. Only Tax compliant bidders will be awarded contracts.
- 2.8 Companies or Director that are included on the National Treasury register of Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.9 As prescribed all Standard Bidding Documents (SBD Forms – *Returnable Documents*) must be fully completed and duly signed. All Returnable Documents must be submitted with the proposal at the closing of a bid.

3. TERMS OF REFERENCE

- 3.1 The RAF invites experienced, suitable Service Providers to form part of a Recruitment Panel for a period of five (5) years.
- 3.2. The delivery of services shall be as per set standards and terms by Service Provider Agreement (SPA) between the RAF and recommended Service Providers.

4. BACKGROUND TO THE PROJECT

The RAF Human Capital Department is currently experiencing high recruitment demand from the organization. The magnitude of the task covers the organization as a whole as it relates to the RAF footprint across all provinces. The RAF need to increase the efficiency and turn-around times of the recruitment process at different levels in the organization. The RAF is an inclusive organization, committed on ensuring equal representation of all groups including people with disabilities. It has become necessary to appoint external service providers to assist with future recruitment and selection needs.

5. SCOPE OF WORK

The RAF wishes to invite suitably qualified Recruitment Agencies to be listed on a panel of recruitment services to provide recruitment services to the RAF. The required recruitment services will include the recruitment of all positions from entry to executive level inclusive of permanent and fixed term contracts. The following disciplines are included but not limited to:

- Actuarial Operations and Management
- ICT
- Medical
- Claims Administration

- Legal
- Investments and Financial Markets

Each Category includes recruitment of people with disabilities and this has been included on the Technical/ Functional criteria with points allocated to it. The successful bidder will be expected to render the following services:

5.1 Executive Search / Headhunting

- RAF to provide a brief to the service provider
- A service provider is appointed to go to the market and search for talent that may not be available for potential employers
- Advertising the position in relevant media which is newspapers and/ or online media platforms
- Identifying and using relevant Executive Search/ Headhunting strategies
- Conduct research on a pool of suitably qualified applicants as per brief (job profile) provided by the RAF

5.1.1 Pre-screening of Candidates:

- Pre-screening criteria in accordance to requirements as set out in the advertisement/role profile and as per the brief
- Candidate profiling
- Candidate report presentation –
- Compile a short list of suitable applicants accordingly. (A and B list).
- Adhere to the project plan timelines agreed to during briefing.
- RAF to compile final shortlist based on prelim information submitted by agency (as above).
- RAF to confirm final shortlist and interview details to agency.
- Agency to inform final shortlisted candidates of arrangements e.g. date venue and time.

5.1.2 Verifications of shortlisted applicants:

- Verification of credit records
- ID Checks
- Qualifications (both local and International)
- Security/criminal checks

- Reference checking – minimum 2 per candidate (as per request for both local and International work experience)
- Agency to provide certified copies of the documentation.

5.1.3 Administration:

- Handle all enquiries and correspondence with applicants.
- Providing feedback to unsuccessful candidates in the form of regret letter.
- Provide detailed feedback to RAF on the process followed or reasons for regret should any grievances arise from the process.
- RAF to inform Agency of successful candidate. Agency to Liaise with successful candidate regarding the offer made.
- RAF to prepare interview files and conduct interviews

5.2 Permanent and Fixed Term Contract Recruitment:

5.2.1 Advertising of identified positions:

- Advertising the position in relevant media which is online media platform
- Identifying and providing CV's of candidates from vendor databases.
- RAF to circulate internal advertisement with Agency detail on advert for response handling.

5.2.2 Pre-screening of Candidates:

- Pre-screening criteria in accordance to requirements as set out in the advertisement/role profile.
- Conduct preliminary screening of applications based on documents received (CV and supporting documents).
- Record applicant details on a database (surname, name, ID, race and gender, telephone numbers, e-mail address, address, qualifications, current employer, employment history, comments).
- Compile a short list of suitable applicants and complete applicant database accordingly. (A and B list).
- Expected delivery date per position for preliminary shortlist to be within 3-5 working days after receipt of the request/closing date of advert.
- RAF to compile final shortlist based on prelim information submitted by agency (as above).
- RAF to confirm final shortlist and interview details to agency.

- Agency to inform final shortlisted candidates of arrangements e.g. date venue and time.

5.2.3 Verifications of shortlisted applicants:

- Verification of credit records
- ID Checks
- Qualifications (both local and International)
- Security/criminal checks
- Reference checking – minimum 2 per candidate (as per request for both local and International)
- Agency to provide certified copies of the documentation.

5.2.4 Administration:

- Handle all enquiries and correspondence with applicants.
- Providing feedback to unsuccessful candidates in the form of regret letter.
- Provide detailed feedback to RAF on the process followed or reasons for regret should any grievances arise from the process.
- RAF to inform Agency of successful candidate. Agency to Liaise with successful candidate regarding the offer made.
- RAF to prepare interview files and conduct interviews (Operational HR and Line).

5.3 Recruitment of people with disabilities:

5.3.1 Advertising of identified positions:

- Advertising the position in relevant media which is online media platforms
- Identifying and providing CV's of candidates from vendor databases.
- RAF to circulate internal advertisement with Agency detail on advert for response handling.

5.3.2 Pre-screening of Candidates:

- Pre-screening criteria in accordance to requirements as set out in the advertisement/role profile.
- Conduct preliminary screening of applications based on documents received (CV and supporting documents).

- Record applicant details on a database (surname, name, ID, race and gender, telephone numbers, e-mail address, address, qualifications, current employer, employment history, comments).
- Compile a short list of suitable applicants and complete applicant database accordingly. (A and B list).
- Expected delivery date per position for preliminary shortlist to be within 3-5 working days after receipt of the request/closing date of advert.
- RAF to compile final shortlist based on prelim information submitted by agency (as above).
- RAF to confirm final shortlist and interview details to agency.
- Agency to inform final shortlisted candidates of arrangements e.g. date venue and time.

5.3.3 Verifications of shortlisted applicants:

- Verification credit records
- ID Checks
- Qualifications (both local and International)
- Security/criminal checks
- Reference checking – minimum 2 per candidate (as per request for both local and International)
- Agency to provide certified copies of the documentation.

5.3.4 Administration:

- Handle all enquiries and correspondence with applicants.
- Providing feedback to unsuccessful candidates in the form of regret letter.
- Provide detailed feedback to RAF on the process followed or reasons for regret should any grievances arise from the process.
- RAF to inform Agency of successful candidate. Agency to Liaise with successful candidate regarding the offer made.
- RAF to prepare interview files and conduct interviews (Operational HR and Line).

5.4 Recruitment of Specialized ICT Skills:

5.4.1 Advertising of identified positions:

- Advertising the position in relevant media which is online media Platforms
- Identifying and providing CV's of candidates from vendor databases.

- RAF to circulate internal advertisement with Agency detail on advert for response handling.

5.4.2 Pre-screening of Candidates:

- Pre-screening criteria in accordance to requirements as set out in the advertisement/role profile.
- Conduct preliminary screening of applications based on documents received (CV and supporting documents).
- Record applicant details on a database (surname, name, ID, race and gender, telephone numbers, e-mail address, address, qualifications, current employer, employment history, comments).
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- Verification credit records
- ID Checks
- Qualifications (both local and International)
- Security/criminal checks
- Reference checking – minimum 2 per candidate (as per request for both local and International)
- Agency to provide certified copies of the documentation.

5.4.4 Administration:

- Handle all enquiries and correspondence with applicants.
- Providing feedback to unsuccessful candidates in the form of regret letter.
- Provide detailed feedback to RAF on the process followed or reasons for regret should any grievances arise from the process.

- RAF to inform Agency of successful candidate. Agency to Liaise with successful candidate regarding the offer made.
- RAF to prepare interview files and conduct interviews (Operational HR and Line).

5.4.5 Advertising and Response handling:

- Receive a request from RAF for requesting space in relevant media which is national newspapers
- Advertising the position in relevant media which is national newspapers
- Pre-screening criteria in accordance to requirements as set out in the advertisement/role profile.
- Conduct preliminary screening of applications based on documents received (CV and supporting documents).
- Record applicant details on a database (surname, name, ID, race and gender, telephone numbers, e-mail address, address, qualifications, current employer, employment history, comments).
- Compile a short list of suitable applicants and complete applicant database accordingly. (A and B list).
- Expected delivery date per position for preliminary shortlist to be within 3-5 working days after receipt of the request/closing date of advert.

BIDDERS MUST CHOOSE (TICK) THE CATEGORIES THEY ARE BIDDING FOR:

CATEGORY	PLEASE TICK YOUR SELECTED CATEGORY
Executive Search / Headhunting	
Permanent and Fixed Term Contract Recruitment	
Recruitment of people with disabilities	
Recruitment of Specialized ICT Skills	
Advertising and Response handling	

The appointment to the panel will be based on the capacity of the bidder as well as the bidder's experience relating to recruitment services. The appointed bidders will be used on an as and when required basis.

6. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process entails the following phases:

Phase 1: Initial Screening Process - At this phase bidders' responses are reviewed to check if bidders have responded according to RAF RFB document. Bidder/s who complies with the screening process will be evaluated on mandatory requirements.

Phase 2: Mandatory Evaluation Process - At this phase Bid Responses are evaluated as per the evaluation criteria specified in the Request for Bid (RFB) document for compliance to Mandatory Requirements. Bidder(s) who do not comply with the Mandatory Requirements will be disqualified and will not be further evaluated on technical criteria.

Phase 3: Technical/ Functional Evaluation Process - At this phase Bidder(s) who meet the minimum threshold of 75 points out 100 (for each category selected) points allocated at Technical Evaluation and agrees to the price as proposed will be included in the panel.

6.1 MANDATORY REQUIREMENT

All Bidders who do not meet Mandatory Requirements will be disqualified and will not be considered for further evaluation on the functional requirements.

Bidder must indicate by ticking (✓) correct box indicating that they Comply or do not comply. In the event that no tick is made it will be accepted that the bidder does "not comply" and will be disqualified.

6.1.1 Mandatory	Comply	Not Comply
<p>The bidder must be registered with online or web-based talent search engine/s.</p> <p>A proof of online or web-based talent engine must be provided (Login details or Company Account).</p> <p>NB: This Mandatory criterion does not apply to Advertising and Response Handling Category. Bidders who apply for this category will be evaluated further on Technical/ Functional Evaluation.</p>		
Substantiate / Comments		

Note: Bidder(s) who do not comply with the mandatory requirements will be disqualified and not be considered for further evaluation on Technical / Functional Criteria evaluation.

6.2 TECHNICAL / FUNCTIONAL CRITERIA

Bidders will be expected to **score 75** points on each of the categories that they have selected. Each criterion will be scored individually. Bidders should therefore provide separate supporting documents for each criterion.

With regards to technicality / functionality, the following criteria shall be applicable and the maximum points of each criterion are indicated in the table below:

Technical / Functional Criteria		Points
6.2.1.1 Methodology and Approach on Executive Search/ Head Hunting Category		30
Ability to provide Executive Search/ Head Hunting services in various fields of work at different Executives and Senior Management positions. Please provide a proposal where you specify:		
Description	Points	
<p>The bidder must outline the method and approach they use for placement of candidates. The method and approach should cover the following:</p> <ul style="list-style-type: none"> • Research Team - 10 Points • Project Plan - 10 Points • Turnaround times - 10 Points as per below table. 	30	
Turnaround times will apply to all the points stated above.		
Turnaround Times	Points	
< 3 weeks	10	
≥3 < 5 weeks	5	
≥ 5 weeks	0	
In cases where bidders do not cover any of the points above, the bidder will score		

Technical / Functional Criteria		Points												
0														
Substantiate / Comments														
6.2.1.2 Company Track Record on Executive Search/ Head Hunting Category Bidders must provide at least 3 reference letters (not older than 5 years) on the clients' letter head for each project as proof from clients where the service was delivered. The letters must include, but not be limited to: <ul style="list-style-type: none">Type of services rendered (relevant to Executive Search/ Head Hunting)List of positions placed in C-suite.The name of the bidderContact Details		30												
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6.2.1.3 Experience of personnel The bidder must provide at least two (2) resources with a minimum of 7 years' experience each in Executive Search/ Head Hunting. Bidders must attach CV's of resources clearly stipulating relevant experience in Executive Search/ Head Hunting.														
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Technical / Functional Criteria	Points														
<p>6.2.1.4 Track Record for placing People with Disabilities</p> <p>The bidder must provide 3 reference letters (not older than 5 years) on a client's letterhead confirming the positions the bidder appointed for People with Disabilities in the Executive Search/ Head Hunting (the letter should specify the positions appointed)</p> <p>In cases where bidder provided less than 3 letters, the bidder will score 0</p>	10														
Substantiate / Comments															
<p>6.2.2.1 Methodology on Placement of Permanent and Fixed Term Contracts</p> <p>Ability to provide placement of Permanent staff in various disciplines and skills required by the RAF. Please provide a proposal where you specify the methodology:</p> <p>➤ the methodology must include;</p> <table border="1" data-bbox="204 734 1115 896"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Project plan</td><td>15</td></tr> <tr> <td>Turnaround times as per below table</td><td>15</td></tr> </tbody> </table> <p>Turnaround times will apply to all the points stated above.</p> <table border="1" data-bbox="204 1016 1008 1234"> <thead> <tr> <th>Turnaround Times</th><th>Points</th></tr> </thead> <tbody> <tr> <td>1 week</td><td>15</td></tr> <tr> <td>2 weeks</td><td>7</td></tr> <tr> <td>More than 2 weeks</td><td>0</td></tr> </tbody> </table> <p>In cases where bidders do not cover any of the points above, the bidder will score 0</p>	Description	Points	Project plan	15	Turnaround times as per below table	15	Turnaround Times	Points	1 week	15	2 weeks	7	More than 2 weeks	0	30
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<p>6.2.2.2 Company Track Record on Placement of Permanent and Fixed Term Contracts</p> <p>Please provide at least 3 reference letters (not older than 3 years) on the clients' letter head for each project as proof from clients where the service was delivered.</p> <p>The letters must include, but not be limited to:</p> <ul style="list-style-type: none"> • Type of services rendered (relevant to placement of permanent and Fixed term Contracts) • Name of the bidder • Contact details <table border="1" data-bbox="204 728 1276 1034"> <thead> <tr> <th colspan="2" data-bbox="204 728 1276 779">Scoring Matrix</th></tr> <tr> <th data-bbox="204 779 1045 824">Number of Reference Letters</th><th data-bbox="1045 779 1276 824">Points</th></tr> </thead> <tbody> <tr> <td data-bbox="204 824 1045 880">Less than 3 Reference Letters</td><td data-bbox="1045 824 1276 880">0</td></tr> <tr> <td data-bbox="204 880 1045 936">3 to 4 Reference Letters</td><td data-bbox="1045 880 1276 936">15</td></tr> <tr> <td data-bbox="204 936 1045 992">5 to 6 Reference Letters</td><td data-bbox="1045 936 1276 992">20</td></tr> <tr> <td data-bbox="204 992 1045 1034">More than 6 Reference Letters</td><td data-bbox="1045 992 1276 1034">30</td></tr> </tbody> </table>	Scoring Matrix		Number of Reference Letters	Points	Less than 3 Reference Letters	0	3 to 4 Reference Letters	15	5 to 6 Reference Letters	20	More than 6 Reference Letters	30	30
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Technical / Functional Criteria	Points														
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<p>6.2.3.1 Methodology on Placement of People with Disabilities</p> <p>Ability to provide placement of people with disabilities in various disciplines and skills required by the RAF. Please provide a proposal where you specify the methodology:</p> <p>➤ the methodology must include;</p> <table border="1" data-bbox="204 611 1115 768"> <thead> <tr> <th>Description</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Project plan</td><td>15</td></tr> <tr> <td>Turnaround times as per below table</td><td>15</td></tr> </tbody> </table> <p>Turnaround times will apply to all the points stated above.</p> <table border="1" data-bbox="204 891 1008 1108"> <thead> <tr> <th>Turnaround Times</th><th>Points</th></tr> </thead> <tbody> <tr> <td>1 week</td><td>15</td></tr> <tr> <td>2 weeks</td><td>7</td></tr> <tr> <td>More than 2 weeks</td><td>0</td></tr> </tbody> </table> <p>In cases where bidders do not cover any of the points above, the bidder will score 0</p>	Description	Points	Project plan	15	Turnaround times as per below table	15	Turnaround Times	Points	1 week	15	2 weeks	7	More than 2 weeks	0	30
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<p>6.2.3.2 Company Track Record on Placement of People with Disabilities</p> <p>Please provide at least 3 reference letters (not older than 3 years) on the clients' letter head for each project as proof from clients where the service was delivered.</p> <p>The letters must include, but not be limited to:</p> <ul style="list-style-type: none"> • Type of services rendered (relevant to placement of permanent and Fixed term Contracts) • Name of the bidder • Contact details <table border="1" data-bbox="204 678 1278 987"> <thead> <tr> <th colspan="2">Scoring Matrix</th></tr> <tr> <th>Number of Reference Letters</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Less than 3 Reference Letters</td><td>0</td></tr> <tr> <td>3 to 4 Reference Letters</td><td>15</td></tr> <tr> <td>5 to 6 Reference Letters</td><td>20</td></tr> <tr> <td>More than 6 Reference Letters</td><td>30</td></tr> </tbody> </table>	Scoring Matrix		Number of Reference Letters	Points	Less than 3 Reference Letters	0	3 to 4 Reference Letters	15	5 to 6 Reference Letters	20	More than 6 Reference Letters	30	30
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<p>6.2.4.1 Methodology on Placement of Specialized ICT Skills</p> <p>Ability to provide placement of Permanent staff in specialized ICT skills required by the RAF. Please provide a proposal where you specify methodology:</p> <p>➤ the methodology must include;</p>	30												

Technical / Functional Criteria		Points
Description	Points	
Project plan	15	
Turnaround times as per below table	15	
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6.2.4.2 Company Track Record on Placement of Specialize ICT Skills		30
Please provide at least 3 reference letters (not older than 3 years) on the clients' letter head for each project as proof from clients where the service was delivered.		
The letters must include, but not be limited to:		
• Type of services rendered (relevant to Specialized ICT Skills)		
• Name of the bidder		
• Contact details		
Scoring Matrix		
Number of Reference Letters	Points	
Less than 3 Reference Letters	0	
3 to 4 Reference Letters	15	
5 to 6 Reference Letters	20	
More than 6 Reference Letters	30	
Substantiate / Comments		
6.2.4.3 Experience of personnel		30
The bidder must provide at least 3 resources with a minimum of 5 years' experience each in placement of specialized ICT skills. Bidders must attach CV's of resources clearly stipulating relevant experience in placement of specialized ICT skills.		

Technical / Functional Criteria		Points																
<table><tr><th colspan="2">Mechanism</th></tr><tr><th>Description – Number of resources with 5 years' experience</th><th>Points</th></tr><tr><td>2 resources with less than 5 years' experience each</td><td>0</td></tr><tr><td>2 resources with ≥5 < 6 years' experience each</td><td>15</td></tr><tr><td>2 resources with ≥6 < 7 years' experience each</td><td>20</td></tr><tr><td>2 resources with ≥7 years' experience each</td><td>30</td></tr></table>		Mechanism		Description – Number of resources with 5 years' experience	Points	2 resources with less than 5 years' experience each	0	2 resources with ≥5 < 6 years' experience each	15	2 resources with ≥6 < 7 years' experience each	20	2 resources with ≥7 years' experience each	30					
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6.2.4.4 Track Record for placing People with Disabilities The bidder must provide 3 reference letters (not older than 3 years) on a client's letterhead confirming the positions the bidder appointed for People with Disabilities in the specific category (the letter should specify the positions appointed) In cases where bidder provided less than 3 letters, the bidder will score 0		10																
Substantiate / Comments																		
6.2.5.1 Methodology on Advertising and Response handling The bidder must be able to demonstrate the experience in similar assignments. Please provide a proposal where you specify the methodology. ➤ the methodology; to include: <table><tr><th>Description</th><th>Points</th></tr><tr><td>Screening of applications</td><td>5</td></tr><tr><td>Categorisation and submission of screened applications</td><td>10</td></tr><tr><td>Provide proof of various advertising platforms including print media</td><td>5</td></tr></table> Turnaround times will apply to all the points stated above. <table><tr><th>Turnaround Times</th><th>Points</th></tr><tr><td>4 weeks</td><td>10</td></tr><tr><td>5 weeks</td><td>5</td></tr><tr><td>More than 5 weeks</td><td>0</td></tr></table> In cases where bidders do not cover any of the points above, the bidder will score 0		Description	Points	Screening of applications	5	Categorisation and submission of screened applications	10	Provide proof of various advertising platforms including print media	5	Turnaround Times	Points	4 weeks	10	5 weeks	5	More than 5 weeks	0	30
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Technical / Functional Criteria		Points												
6.2.5.2 Company Track Record on Advertisement and Response Handling Please provide at least 3 reference letters (not older than 3 years) on the clients’ letter head for each project as proof from clients where the service was delivered. The letters must include, but not be limited to: <ul style="list-style-type: none">Type of services rendered (relevant to Advertising and Response handling)Name of the bidderContact details		30												
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Substantiate / Comments														

Bidders who score a minimum threshold of **75 out of 100** points for each category on technical/functional evaluation will be listed on the panel on the category qualified for.

7. PRICING SCHEDULE

All bidder who meet the minimum threshold for functionality will be listed on the panel on their respective categories. The following fixed percentages will be used for Placements:

Description	Percentage of annual package
Executive Search/ Head Hunting Category	<u>20% placement fee</u>
Permanent and Fixed Term Category	<u>15% placement fee</u>
Placement of People with Disabilities	<u>15% placement fee</u>
Specialized ICT Skills Category	<u>15% placement fee</u>

Fixed Prices for Response Handling Category

Response handling Category	Price
Fixed price where the volume of responses is 301-500	<u>R 25 000.00</u>
Fixed price where the volume of responses is 501-1000. 1001 plus	<u>R 50 000.00</u> <u>R45 additional per CV</u>

**THE NATIONAL
TREASURY**

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF
CONTRACT**

July 2010

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 anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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|---|---|
| 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</p> |

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 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.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.