

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC))							
BID NUMBER:	GTAC 003-2022-23	CLOSING DATE:	31 January 2023	CLOSING TIME:	11:00 AM		
DESCRIPTION	PROVISION OF LONG-TERM TECHNICAL ADVISORY AND PROJECT MANAGEMENT SERVICES TO GTAC – ONE (1) LOCAL GOVERNMENT EXPERT: URBAN DEVELOPMENT AND GOVERNANCE						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
GTAC TENDER BOX							
240 MADIBA STREET (CORNER THABO SEHUME STREET AND MADIBA STREET) PRETORIA							
NATIONAL TREASURY BUILDING: GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC)							
GROUND FLOOR, RECEPTION AREA							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Lebakang Mogale			CONTACT PERSON	Lebakang Mogale		
TELEPHONE NUMBER	012 315 5280			TELEPHONE NUMBER	012 315 5280		
FACSIMILE NUMBER	-			FACSIMILE NUMBER	-		
E-MAIL ADDRESS	psp@gtac.gov.za			E-MAIL ADDRESS	psp@gtac.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT			[TICK APPLICABLE BOX]	
	<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]							
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:

BID REFERENCE: GTAC 003-2022-23

DESCRIPTION: PROVISION OF LONG-TERM TECHNICAL ADVISORY AND PROJECT MANAGEMENT SERVICES TO GTAC – ONE (1) LOCAL GOVERNMENT EXPERT: URBAN DEVELOPMENT AND GOVERNANCE

CLOSING TIME: 11H00 AM

CLOSING DATE: TUESDAY, 31 JANUARY 2023

INFORMATION TO BIDDERS

Reference: GTAC 003-2022-23

Description: Provision of long-term Technical Advisory and Project Management Services to GTAC – One (1) Local Government Expert: Urban Development and Governance

Closing time: 11h00 am

Closing date: Tuesday, 31 January 2023

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc.	Title	Type
1	Information to Bidders	Pdf
2	Terms of reference	Pdf
3	SBD 1 – Invitation to bid	Pdf
4	SBD 4 – Declaration of interest	Pdf
5	SBD 6.1 - B-BBEE declaration	Pdf
6	SBD 3.3 pricing schedule must be submitted in a separate sealed envelope marked pricing schedule/price proposal.	Pdf
7	Annexure A – CV template	Word

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BIDS

2.1 COMPLETION OF BIDS

Bidders are advised that, to facilitate an efficient evaluation process, the bid should be as prescribed, concise and written in plain English; and

2.2 CLARIFICATIONS

2.2.1 Requests for clarification must be made in writing by e-mail to psp@gtac.gov.za

2.2.2 Requests for clarification will be accepted by GTAC up until 20 January 2023.

2.2.3 The submission reference [GTAC: 003-2022-23] should be included in the subject line of the email.

2.2.4 Telephonic requests for clarification will not be accepted.

2.2.5 The clarifications will be made available to all applicants by a notification on the following websites:

https://www.gtac.gov.za/Pages/Advertised_Tenders.aspx and National Treasury e-tender portal.

3. EVALUATION PROCESS

3.1 The evaluation process comprises the following phases:

3.1.1 Phase I: Initial screening process

3.1.1.1 During this phase bid documents will be reviewed to determine compliance with tax matters and whether Central Supplier Database report (CSD) or SARS pin number/MAAA registration has been submitted with the bid documents at closing date and time of bid.

3.1.1.2 The bid proposal will be checked for compliance with the administrative requirements of the bid as indicate below:

Step	Administrative Requirements	Check
1	Master bid document	Provided and bound
2	Four copies of the Bid document	Provided and bound
Included in the bid document		
3	SBD 1	Completed and signed
4	Tax compliant status requirement: CSD registration number/SARS pin and CSD summary report	Provided and valid
5	SBD 4	Completed and signed
6	SBD 6.1	Completed and signed
7	B-BBEE Certificate if applicable in accordance with SBD 6.1/Affidavit if applicable	Provided and valid
8	SBD 3.3 pricing schedule	Completed and signed (sealed in a separate enveloped marked “pricing schedule/price proposal”)

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

3.1.2 Phase II: Functionality evaluation - Desktop

- The CV of the proposed advisor must be submitted in the prescribed format provided in Annexure A. Failure to do so will result in the disqualification of the bid. Bidders must submit all the information required for evaluation purposes in the CV of the proposed advisor including her/his qualifications, skills, and experience; as well as the track record of the advisor in conducting similar assignments.
- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (ToR). During this stage bidders' response will be evaluated for functionality based on achieving a minimum score specified in the Terms of Reference of this bid.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the criteria as set out set out in the ToR.

3.1.3 Phase III: **Price evaluation as per PPPFA**

- a. The Price will be evaluated as per paragraph 5 indicated below.
- b. Price Schedule/ Financial proposal must be submitted in South African Rand.
- c. GTAC reserves the right to negotiate rates with the recommended bidder/s.

4. **SCORING METHODOLOGY**

- a. Each panel member will rate each individual criterion on the score sheet using the values as detailed in the TOR scoring criteria.
- b. Individual value scores will be added to obtain the marks scored for all elements. These marks will be added and averaged according to the number of panel members. Only bidders that have met or exceeded the minimum threshold of 75% for desktop evaluation will be evaluated and scored in terms of pricing and B-BBEE/ PPPFA.

5. **EVALUATION CRITERIA**

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 million:

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 6.

- c. The State reserves the right to arrange contracts with more than one contractor.
- d. It is the Government's intention to promote the following Broad-Based Black Economic Empowerment with this bid, and the points to be allocated are indicated against each level of contributor:

6. POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on January 2017 (No. 34350) and effective from April 2017. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

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

- The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various preference claim forms in order to claim preference points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- Professional Services Procurement Unit may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- Points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

7. MANDATORY REQUIREMENTS

- 7.1 CVs from persons employed by the State will not be considered.
- 7.2 Bidders must be registered with the Central Supplier Database (CSD) when submitting a proposal, provide Registration Summary Report/CSD Number
- 7.3 The CV of the proposed advisor must be submitted in the prescribed format provided in **Annexure A**
- 7.4 Bidders must submit fully completed and signed Standard Bidding Documents (SBD 1, 3.3, 4, and 6.1).

NB: Failure to comply with the above requirements will result in the disqualification of the bid.

TERMS OF REFERENCE

FOR THE PROVISION OF LONG-TERM TECHNICAL ADVISORY AND PROJECT MANAGEMENT SERVICES TO GTAC

ONE (1) LOCAL GOVERNMENT EXPERT: URBAN DEVELOPMENT AND GOVERNANCE

BACKGROUND INFORMATION

PROGRAMME IDENTIFICATION

Name of Client	Government Technical Advisory Centre (GTAC)
Name of Project	Long-term Advisor: GTAC
Contracting Authority	Government Technical Advisory Centre
Accounting Officer	Ronette Engela Acting Head, Government Technical Advisory Centre (GTAC)
Budget Manager	Emmanuelle Gille Chief Director: Institutional Development Support (IDS), Government Technical Advisory Centre (GTAC)
Project Purpose	GTAC seeks to secure the services of one (1) long-term Public Sector expert, to provide specialist technical assistance in the area of Local Government: Urban Development and Governance

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1. BACKGROUND INFORMATION

1.1. Introduction

The Government Technical Advisory Centre, or GTAC, was promulgated through a Legal Notice (35194) published in the Government Gazette on 30 March 2012. It is an agency of the National Treasury, established to assist Organs of State in building their capacity for efficient, effective and transparent financial management. The functions of GTAC are:

- To render technical consulting services to Centre of Government Departments and Organs of State;
- To provide specialised procurement support for high-impact government initiatives;
- To render advice on the feasibility of infrastructure projects;
- To provide knowledge management for projects undertaken; and
- Anything ancillary to the functions listed in this subparagraph.

GTAC's founding Notice indicates that it provides services to its clients, through agreements with the National Treasury, centre-of-government departments and organs of state¹.

GTAC implements its mandate through a client-focused and predominantly project-based approach and collaborates with partners inside and outside government in the development and delivery of its services. More information on the organisation and its work may be found on the GTAC website on www.gtac.gov.za.

1.2. Overview of GTAC

GTAC services encompass several business areas:

- Institutional Development Support, which delivers services for macro institutional support, organisational strengthening, and service delivery improvement as part of Technical Consulting Services;
- Transaction Advisory Services, which includes support for PPPs;
- Capital Projects Appraisal, which focuses mainly on the appraisal of long-term infrastructure investment plans for National Treasury;
- Performance Expenditure and Policy Analysis;
- The Jobs Fund Project Management Unit; and
- The Municipal Finance Improvement Programme (MFIP) Project Management Unit.

1.3. Overview of Institutional Development Support (IDS)

- The Long-term advisor services are primarily sought for the Institutional Development Support (IDS) unit, but not exclusively. This unit provides bespoke public sector advice and technical support to government departments, with a view to building the capacity

¹ Sect. 2 (1) and (2) of the Schedule, Government Notice 261, 30 March 2012.; The Centre of Government Departments are National Treasury, DPME, DPSA and CoGTA

of government institutions for better financial management and improved service delivery.

- The unit responds to requests from client departments, offering a consulting service delivery model which incorporates innovative approaches to resolving challenges in public sector institutions. It deploys multi-disciplinary teams of advisors to provide quality institutional development and support services, comprising macro-institutional support, organisational strengthening support, and service delivery improvement modalities and approaches, to build the capacity of the state.
- These advisory and technical support services include analysis and development of delivery models, business cases, organisational reviews, diagnostics and feasibility studies, change management, intragovernmental infrastructure delivery support, and programme and project management support.

1.4. Overview of Local Government Support in GTAC

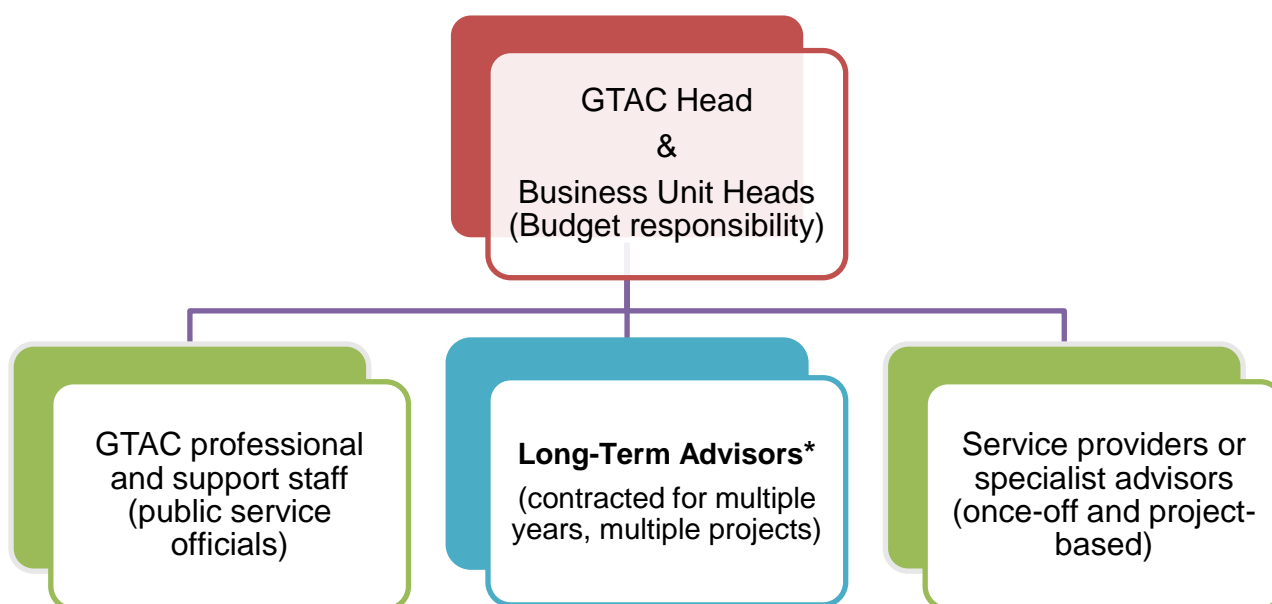
GTAC support to local government includes a number of partnerships, programmes and projects with various levels of municipalities and stakeholders including:

- Collaboration with National Treasury's Inter-Governmental Relations division
- Support to the National Treasury's Cities Support Programme (CSP);
- Partnerships with key organisations contributing to the Local Government and sector research institutions;
- Secondary Cities regarding long-term financial planning; and
- Local and District Municipalities in terms of institutional strengthening to improve service delivery.

The bulk of GTAC's current portfolio at a city level goes to support to the National Treasury's CSP, established by National Treasury in 2012 as a demand-driven support programme for the largest metropolitan municipalities and the broader intergovernmental environment in South Africa. GTAC is providing programme management, technical advice, partnership management, and knowledge management support (2019-2024). GTAC is also supporting National Treasury (IGR) with the development of a capability-building programme for local government.

1.5. GTAC Resourcing Model

The GTAC resourcing model is set out in the figure below.



* This is the category of personnel being sought in this Terms of Reference

GTAC Business Unit Heads are officials with budget responsibilities for their defined business areas, who report to the Accounting Officer of GTAC.

GTAC projects are delivered through a combination of officials and a core team of highly skilled technical long-term advisors who, together, form the basis of the technical expertise in the organisation.

The core team is augmented with skills of service providers contracted for once-off specific assignments. This innovative institutional arrangement allows flexibility to establish suitably experienced teams for each individual project.

1.6. Purpose of this Request for Proposals

GTAC seeks to secure the services of one (1) qualified, skilled and experienced Long-Term Advisor (LTA) to provide specialist technical assistance for local government, related to urban development and governance.

These terms of reference detail the required expertise, qualifications, skills and experience requirements, scope of work, and the contractual and working arrangements that will apply.

2 REQUIRED EXPERTISE

2.1 Number of Advisors

GTAC intends awarding one contract to an individual with appropriate skills and experience to fulfil a long-term technical advisor role.

2.2 Qualifications, skills and experience

It is anticipated that the long-term advisor will have a relevant academic qualification in an engineering, economics, social science, urban planning or built environment field.

The long-term advisor must be a seasoned advisor with ideally 10 years' experience in providing local government advisory support in the public sector. Proven senior advisory experience is required, as engagements with client representatives and project partners requires an ability to interact at various levels of seniority, and advanced communication skills.

Relevant public sector professional experience is required in a combination of the following areas: local Government, functions of metropolitan municipalities, secondary cities, and the intergovernmental policy environment, city management, city development strategy, and governance in city administrations.

3 SCOPE OF THE WORK

3.1 General

The work includes providing technical advice within GTAC and to client departments and other organs of state, including executing GTAC activities and projects to strengthen local government (broadly – local, district, metro) by strengthening institutions, and convening partnerships and networks. It also requires the ability to analyse content, reflect on experience and write case studies and think-pieces related to the work undertaken for GTAC.

3.2 Main Tasks to be Performed

The following table sets out the activities for each of the above-mentioned competencies:

Competency	Activities / Deliverables	Timeframes
Competency 1: Local Government – Urban development and governance	<ul style="list-style-type: none">• Technical advice on local government, urban development, and governance.• Analysis and development of diagnostics, feasibility studies, and technical reviews.• Preparation of briefing documents.• Reports and presentations as required by projects.• Management of relationships with major stakeholders in the urban development space.	Ongoing and on demand
Competency 2: Project management and coordination	<ul style="list-style-type: none">• Project management processes and documentation• Develop scope of work, required resources, timeframes, deliverables, risks and risk mitigation strategies, M&E framework	Ongoing and on demand

Competency	Activities / Deliverables	Timeframes
	<ul style="list-style-type: none"> • Prepare project progress reports (monthly, quarterly and annual versions) • Guide the team and client on project strategy • Resource allocation and procurement of service providers • Project meetings and coordination • Project closure and all associated activities • Partnership management and coordination (if applicable) 	
Competency 3: Contract management	<ul style="list-style-type: none"> • Manage contracts with service providers and partners • Monitor active contracts • Review quality of reports and deliverables 	Ongoing and on demand
Competency 4: Knowledge production and dissemination	<ul style="list-style-type: none"> • Knowledge production and coordination • Knowledge dissemination and coordination • Capacity transfer and shared learning within client system • Coordination with stakeholders to optimise knowledge dissemination. 	As required

4 CONTRACTUAL CONDITIONS

4.1 Appointment Terms

The Service Provider will be contracted by GTAC as a Long-term Advisor for a period of three years.

- (i) Selection of LTA will be based on the relevance of their offering in terms of sectors and spheres of government of experience and specialisation and competitiveness in terms of hourly and daily rates in line with the maximum rate as specified in par 4.2.
- (ii) LTAs must be willing to work as part of multi-disciplinary teams as appointed and set-up by GTAC.
- (iii) The LTA will report to the relevant GTAC Senior Manager.
- (iv) A dual approval and quality assurance process will be in place for all outputs in respect of the tasks to be performed with sign off required from GTAC and its clients.
- (v) Individual LTA performance will be reviewed annually and linked to project deliverables and will inform the continuation of the contract.
- (vi) Depending on LTA performance, the relevant GTAC Senior Manager will confirm subsequent appointment period at least one (1) month before expiry of the initial period.

The level of effort required from a contracted LTA will depend on GTAC's fluctuating volume of business and the number of project assignments. A maximum of 180 days per annum may be expected of an LTA over the contract period. However, the specific number of days to be

contracted will be negotiated with each successful bidder based on GTAC's anticipated needs and the availability of the LTA.

4.2 Maximum contract rates and budget

The professional rates of LTAs are benchmarked against public service senior management service scales, taking into account reasonable adjustments for overhead costs of consultants.

GTAC seeks to appoint one LTA at a maximum rate of R1 220 per hour (including VAT) and R775 per hour (including VAT) for internal GTAC work.

Internal GTAC work means unfunded work and/or activities commissioned by GTAC for itself. LTAs are remunerated at this reduced rate for internal work.

Lower rates combined with a high degree of experience and skills will increase the competitiveness of the bid. Rates may be adjusted each year to accommodate inflation-related cost of living increases, depending on the availability of funds and at the sole discretion of GTAC.

The indicative maximum budget per year for this contract is:

Indicative maximum budget per year:	
Maximum professional fees	R1,756,800 (maximum 180 days (8 hours) at maximum R1,220 per hour incl. VAT) per annum.

4.3 Location where the Services are Required

GTAC reserves the right to choose where the LTA will work, be it with the provincial, or national sphere of government, or both. The LTA needs to be prepared to undertake a minimal amount of travelling within South Africa.

GTAC does not cover LTA travel and parking costs between place of residence and GTAC offices in either Pretoria or East London. The LTA should be flexible to work with distance training methodology, Zoom and MS Teams meetings, webinars and guidebooks. The LTA will be expected to dedicate their time to work for the duration of each project, unless otherwise required and agreed by the parties.

4.4 Reporting Requirements

The following reports will be required to be submitted in the pre-agreed formats as material proof of delivery of services:

- Project plans;
- Project progress reports monthly, quarterly and annually in various formats;
- Project close-out reports;
- Ad-hoc reports as may be required by GTAC;
- Close out Report at end of the contract.

Invoices submitted by the Service Provider to GTAC for payment of professional services rendered, will only be approved if accompanied by a timesheet and progress report confirming deliverables and/or deliverables during the period.

4.5 Logistical Support

- a. The LTA will be responsible for:
 - The provision of any office facilities including computers, telecommunications and stationery and administrative support as required,
 - Own transport and mobile communications.
- b. All costs of project-related travel will be covered by GTAC.

5. EVALUATION CRITERIA

GTAC has set minimum standards that bidders must meet to be selected as a successful bidder.

5.1. Technical Evaluation Criteria

The technical evaluation of the bid will be based on an assessment of the CV (in the prescribed format provided in Annexure A) of the proposed resource (including qualifications, relevant work experience [in number of months/years]; and specific relevant assignments completed (with dates of start and completion)).

The bid must attain a minimum score of 75% in order to be shortlisted and evaluated further based on price and B-BBEE (80/20). Where deemed necessary by GTAC, further negotiations on rates may be entered into. Evaluation criteria are included in this ToR.

The description and the quality criteria, and the maximum possible score for each criterion are shown in the table below:

This matrix will be used to score the proposals:	Scoring	Weight
A. Relevant Qualifications		
Relevant academic qualification in an engineering, economics, finance, social science, urban planning or built environment field	5 = Masters, MBA or PHD Qualification (NQF 9+) 4 = Honours Degree (NQF 8) 3 = Degree/ BTech (NQF 7) 2 = Diploma Advanced Certificate (NQF 6) 1 = Higher Certificate (NQF 5) 0 = Non-submission of qualifications / non-submission of SAQA accreditation (where applicable), or non-relevant qualification	15%

B1. Relevant Professional Experience		
<p>The service provider must be a seasoned advisor with demonstrated relevant experience as a technical advisor/consultant in the public sector.</p> <p>Relevant professional experience is required in a combination of at least 4 of the following areas:</p> <ul style="list-style-type: none"> - Local Government - Functions of metropolitan municipalities and the intergovernmental policy environment - Human settlements - City management, and city development strategy - Governance in city administrations 	<p>5 = More than 14 years of relevant experience</p> <p>4 = 11 to 14 years of relevant experience</p> <p>3 = 10 years of relevant experience</p> <p>2 = 6 to 9 years of relevant experience</p> <p>1 = Less than 5 years of relevant experience</p>	40%
B2. Relevant Professional Experience		
<p>Relevant professional experience in advanced project management in the public sector context is required, demonstrated in a combination of at least 3 of the following areas:</p> <ul style="list-style-type: none"> - Advanced project management skills requiring a credible and authoritative approach, and an ability to develop, analyse and articulate strategic project issues and propose workable solutions. - Project and contract management skills in the public sector context, with the ability to advise on major projects from inception, through to design, implementation and closure. - An ability to negotiate with public sector internal and external stakeholders in a manner which develops collaboration and builds partnerships. - Experience in producing knowledge outputs such as guidelines or toolkits, practice guidance or learning events. 	<p>5 = More than 14 years of relevant experience</p> <p>4 = 11 to 14 years of relevant experience</p> <p>3 = 10 years of relevant experience</p> <p>2 = 6 to 9 years of relevant experience</p> <p>1 = Less than 5 years of relevant experience</p>	30%
C. Similar Assignments Successfully Completed		
<p>This will be evaluated based on examples of successfully completed assignments or projects in the area of local government advice</p>	<p>5 = 10 or more successfully completed relevant assignments</p> <p>4 = 8-9 successfully completed relevant assignments</p> <p>3 = 6-7 successfully completed relevant assignments</p> <p>2 = 4-5 successfully completed relevant assignments</p> <p>1 = 3 or less successfully completed relevant assignments</p> <p>0 = non-submission of successfully completed relevant assignments</p>	
Total Technical Threshold		75%
Maximum Score		100%

6. BID SUBMISSION REQUIREMENTS

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

- 6.1. Duly completed and signed Standard Bidding Documents (SBD 1, 3.3, 4, and 6.1). ***Failure to do so will result in the disqualification of the bid.***
- 6.2. Tax compliance status requirements: Central Supplier Database (CSD) number/report. Bidder's tax matters must be compliant at the time of award but must be registered on the CSD at the time of submission.
- 6.3. Bidders must submit all the information required for evaluation purposes in the CV of the proposed advisor including her/his qualifications, skills and experience; as well as the track record of the advisor in conducting similar assignments.
- 6.4. The CV of the proposed advisor must be submitted in the prescribed format provided in ***Annexure A. Failure to do so will result in the disqualification of the bid.***
- 6.5. Certified cop(ies) of the relevant tertiary qualification(s) or equivalent from a recognized institution in line with area of expertise (where applicable).
- 6.6. Non-submission of qualifications will lead to a score of zero for the qualifications technical criterion (section A of the evaluation criteria).
- 6.7. International qualifications must be accompanied by SAQA confirmation of accreditation. Non-submission of SAQA confirmation will lead to a score of zero for the qualifications technical criterion (section A of the evaluation criteria).
- 6.8. Bidders need to provide hourly rates, inclusive and exclusive of VAT.
- 6.9. A maximum of two (2) CVs may be submitted by service providers, in the event that more are submitted, the first two that appear in the original bid document will be evaluated.

7. BID VALIDITY PERIOD

The bid will be valid for a period of 90 (ninety) days.

PRICING SCHEDULE**(Professional Services)**

NAME OF BIDDER: GTAC 003-2022-23

CLOSING DATE AND TIME: 31 JANUARY 2023 AT 11:00 AM

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES
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GTAC 003-2022-23: PROVISION OF LONG-TERM TECHNICAL ADVISORY AND PROJECT MANAGEMENT SERVICES TO GTAC – ONE (1) LOCAL GOVERNMENT EXPERT: URBAN DEVELOPMENT AND GOVERNANCE

- Services must be quoted in accordance with the attached Terms of Reference (ToR).
- All prices quoted **must** be inclusive of all applicable taxes, if no indication is given, prices will be evaluated as all-inclusive.

Name of proposed Expert	LTA Rate per hour		Rate per hour for Internal GTAC work	
	Hourly rate (Exclusive of all applicable taxes)	Hourly rate (Inclusive of all applicable taxes)	Hourly rate (Exclusive of all applicable taxes)	Hourly rate (Inclusive of all applicable taxes)
	R	R	R	R
	R	R	R	R

A maximum of two (2) CVs may be submitted by service providers, in the event that more are submitted, the first two that appear in the original bid document will be evaluated.

- The financial proposal for this assignment should cover for all assignment activities as per the ToR.
- Period required for commencement with project after acceptance of bid _____
- Are you a VAT vendor? Yes/No
- Are the rates quoted firm for the full period? Yes/No
- If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding this Request for Bid (RFB) procedures may be directed to: psp@gtac.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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).

1.2

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = 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:

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

(*Tick applicable box*)

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

- v) 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

- 8.1 Name of
company/firm:.....

- 8.2 VAT registration
number:.....

- 8.3 Company registration
number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
-
-
-
-
-
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 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

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment	<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.

This Long-Term Technical Advisor Contract is concluded between:

**The Government Technical Advisory Centre,
a government component of the National Treasury,**

**Proclaimed on 24 March 2012,
Government Notice number – 35194**

and

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Company Registration: xxxxxxxxxxxx

**Provision of Long-Term Technical Advisory (LTA) and Project
Management Services to the Government Technical Advisory Centre
(GTAC): Local Government Expert: Urban Development and
Governance**

Contract No.: 2022/XX/XXX/XXX/GTAC

ARTICLE 1 DEFINITIONS

- 1.1 In this Agreement unless the context indicates otherwise, the following words and expressions shall have the following meanings except where there are inconsistencies with the context:
- 1.2 **‘Agreement’** means this Agreement and the annexures thereto;
- 1.3 **‘Confidential information’** means any information—
- 1.3.1 determined by the GTAC to be privileged or confidential;
 - 1.3.2 discussed in closed sessions including but not limited to the bid evaluation panel;
 - 1.3.3 which if disclosed would violate a Party’s right to privacy;
 - 1.3.4 declared to be privileged, confidential or secret in terms of any law including, but not limited to, information contemplated in section 34(1); 35(1); 36(1); 37(1)(a); 38(a); 39(1)(a); 40 or 43(1) of the Promotion of Access to Information Act, 2000;
- 1.4 **‘Default’** means an act or omission by any Party which results in any material breach of its obligations under this Agreement;
- 1.5 **‘Effective date’** means **XXXXXXXXXX**, which is the date of commencement of this agreement notwithstanding the date of signature;
- 1.6 **‘Good Industry Practice’** means using standards, practices, methods and procedures conforming to applicable law and exercising the degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;
- 1.7 **‘GTAC’** means the Government Technical Advisory Centre, a legally constituted Government Component of the Department of National Treasury, proclaimed on 24th March 2012, under Government Notice Number_35194, with legal powers to, inter alia, enter into contractual agreements with any organ of state, person or body;
- 1.8 **‘Level of Effort’** means the amount of work to be performed under this contract and is measured in hours.
- 1.9 **‘Long Term Advisor’** means a professional person appointed in terms of this agreement;
- 1.10 **‘Project/ Assignment Instructions’** means an agreement to commence work on a specified deliverable or output within the limit of contracted hours, on a basis of a fixed level of effort or specific deliverables.”
- 1.11 **‘Parties’** means the signatories to this Agreement namely, the GTAC and the Service Provider;
- 1.12 **‘Service Provider’** means a company or an individual in case of a sole proprietor (also referred to as Long Term Advisor) that provides services under this agreement, this does not refer to an assigned resource(s) and is only limited to a bidder in either case;
- 1.13 **‘Services’** means deliverables, activities and milestones associated with the Scope of Services described in the Terms of Reference Annexure II;
- 1.14 **‘Termination Date’** means **XXXXXXXXXX** of this agreement unless terminated earlier in terms of this agreement or order of Court;

- 1.15 **'VAT'** means the Value-Added Tax in terms Act 69 of 1991 (as amended) or its substitution; and
- 1.16 **'VAT Act'** means the Value-Added Tax Act, 89 of 1991.

ARTICLE 2 INTERPRETATION

- 2.1 This Agreement shall be interpreted according to the following provisions, unless the context requires otherwise—
- 2.1.1 References to the provisions of any law shall include such provisions as amended, re-enacted or consolidated from time to time in so far as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction entered into under this Agreement;
 - 2.1.2 References to clauses, sub-clauses, annexures and schedules are references to the clauses, sub-clauses, annexures and schedules of this Agreement;
 - 2.1.3 The headings of clauses, sub-clauses, annexures and schedules are included for convenience only and shall not affect the interpretation of this Agreement;
 - 2.1.4 Reference to 'the Agreement' shall include this Agreement and its annexures and schedules (as amended, varied, novated or substituted in writing from time to time);
 - 2.1.5 The Parties acknowledge that they have had the opportunity to take legal advice concerning this Agreement, and agree that no provision or word used in this Agreement shall be interpreted to the disadvantage of either Party, because that Party was responsible for or participated in the preparation or drafting of this Agreement or any part of it.

ARTICLE 3 PREAMBLE

- 3.1 This Contract constitutes the whole contract between the parties relating to the subject matter hereof and includes the following documents which form an integral part of this agreement:
- 3.1.1 Annexure I: GTAC Standard Conditions of Contract;
 - 3.1.2 Annexure II: GTAC Terms of Reference (ToR);
 - 3.1.3 Annexure III: Travel Policy;
 - 3.1.4 Annexure IV: Code of Conduct for Technical Advisors (TAs);
 - 3.1.5 Annexure V: General Conditions of Contract (GCC).
- 3.2 In the event of a conflict between the provisions of this Agreement, Annexure I to IV and the ToR, the ToR shall take precedence.
- 3.3 In the event of a conflict between the General Conditions of Contract and this Agreement, this Agreement takes precedence.

ARTICLE 4 APPOINTMENT

- 4.1 GTAC appoints **XXXXXXXXXXXXXXXXXX** as the Service Provider for the duration of this contract.
- 4.2 The Service Provider assigns **XXXXXXXXXX** as the Long-Term Technical Advisor (LTA) for the duration of this contract.
- 4.3 The LTA shall provide the services as set out in this agreement and the Terms of Reference.
- 4.4 The LTA accepts such appointment on the terms and conditions herein.

ARTICLE 5 DURATION

- 5.1 This contract shall be valid and binding from **XXXXXXXXXXXX** to **XXXXXXXXXX**, with an initial appointment of twelve (12) months from **XXXXXXXXXX** to **XXXXXXXXXXXX**.
- 5.2 Depending on the LTA performance, the relevant GTAC Senior Manager(s) will confirm subsequent appointment period at least one (1) month before expiry of the initial period.
- 5.3 This agreement shall be valid and binding from the Effective Date and shall end on the Termination Date or on completion of the Services as set out in the terms of reference should this be sooner.
- 5.4 Despite clause 5.3 above, this agreement may be extended at GTAC's discretion for a period and on terms determined by GTAC at least 30 (thirty) days prior to termination date.
- 5.5 Should the LTA terminate the contract before the expiry of an original term or an extended term, one months' notice should be given to GTAC, which notice shall –
 - 5.5.1 be given in writing and be forwarded for the attention of the Accounting Officer of GTAC through the GTAC Senior Manager(s); and
 - 5.5.2 be given on or before the last day of a month and take effect on the first day of the succeeding month.

ARTICLE 6 REPLACEMENT

- 6.1 Should it become necessary to replace any of the contracted resource(s), the Service Provider shall propose other staff of at least the same level of qualifications and expertise for prior approval by GTAC. GTAC shall have sole discretion to accept or reject a replacement of the recommended resource based on its needs.
- 6.2 If the resource proposed by the Service Provider does not meet the requirements of the ToR after evaluation by GTAC, the GTAC shall notify the Service Provider and the contract will be terminated.

ARTICLE 7 CONTRACTED LEVEL OF EFFORT

- 7.1 The level of effort for the duration of the contract comprises:
 - 7.1.1 A maximum of **XXXX hours (XXXX days)** from **XXXXXXXXXX** to **XXXXXXXXXX**
 - 7.1.2 Approximately **XXXX hours (XXXX days)** per year.

- 7.1.3 Eight hours is equal to a day.
- 7.1.4 GTAC has a discretion to roll over all or a portion of unused hours to the following year for utilization depending on its needs.
- 7.1.5 LTA shall have no claim to or be entitled to a rollover of unused hours, except for as provided for in terms of 6.1.4 above.
- 7.2 The level of effort required from the LTA shall depend on GTAC's fluctuating volume of business and the number of project assignments. The allocation of work and project assignments shall be:
 - 7.2.1 For work within the limit of the contracted number of hours; or
 - 7.2.2 On the basis of a fixed level of effort for specific deliverables/ assignments.
 - 7.2.3 Project/ Assignment Instructions may include a provision for reimbursable expenses.
- 7.3 The number of hours utilised per year is therefore based on a review of:
 - 7.3.1 The LTA's performance;
 - 7.3.2 The LTA's availability;
 - 7.3.3 The GTAC's needs; and
 - 7.3.4 Available budget.
- 7.4 The contracted level of effort in each year shall be jointly managed by GTAC and the LTA to ensure on going availability of the LTA over the full period of the contract.

ARTICLE 8 CONTRACT VALUE

- 8.1 The hourly rate for the external services of the LTA shall be **R XXXXX ()** excluding VAT and **R XXXX ()** including VAT.
- 8.2 The hourly rate for internal GTAC work, and activities commissioned by GTAC, shall be **R XXXX ()** excluding VAT and **R XXX ()** including VAT.
- 8.3 The hourly rate for the services of the LTA shall be determined and adjusted annually with effect from April, depending on the availability of funds and at the sole discretion of GTAC.
- 8.4 The indicative maximum value of the contract over the full contract period comprises of hours and fees based on the first year's rates:
 - 8.4.1 The total number of hours allocated for the duration of the contract shall be **XXXX** hours; and
 - 8.4.2 The total professional fees will add up to a maximum figure of **R XXXXXX()** excluding VAT and **R XXXXXXXXX ()** including VAT subject to any annual adjustments.
 - 8.4.3 The total contract fee excludes disbursement fees which may increase the value of expenditure for this contract, as disbursement fees shall be managed and determined by GTAC and approved on a project-by-project basis. The actual cost of the disbursements incurred by the LTA in the implementation of projects shall be reimbursed under the individual project budget, subject to approval and in line

with the GTAC Travel Policy and the National Treasury Instruction 7 of 2022/23 on Cost Containment Measures.

- 8.5 The Service Provider is required to register for VAT within 90 days of the amount paid in terms of this contract reaching the VAT registration threshold.

ARTICLE 9 WORK TO BE PERFORMED

- 9.1 The Service Provider shall provide services to the GTAC or its Clients as specified in the Terms of Reference (Annexure II).
- 9.2 Any changes to the Services shall only be made with the prior written approval of the GTAC. It is the responsibility of the LTA to ensure that such approval is obtained from a delegated official if not obtained from the relevant GTAC Senior Manager.
- 9.3 A review of the LTA's overall performance across all projects shall be concluded each year in July. The review will also determine the number of days for the subsequent year of the contract in various formats as may be required by the business unit and linked to project deliverables and shall inform the continuation of the contract.

ARTICLE 10 SPECIAL CONDITIONS

- 10.1 The LTA is required to submit the following, in the prescribed GTAC formats:
- 10.1.1 Monthly time sheet and activity report(s) recorded on the relevant technology platform (i.e. Ixsha), (invoice submitted by the Service Provider to GTAC for payment of professional services rendered shall only be approved if delivered within the agreed timelines and quality standard per project and accompanied by timesheet);
 - 10.1.2 Agreed specific deliverables;
 - 10.1.3 Project progress reports as per project deliverables – monthly, quarterly, and annually in various formats as may be required;
 - 10.1.4 Project close-out reports;
 - 10.1.5 Ad-hoc reports as may be required by GTAC; and
 - 10.1.6 Close out Report at end or termination of this contract.
- 10.2 The GTAC shall be responsible to provide the LTA with a GTAC username, email address and access to the GTAC intranet.
- 10.3 The LTA shall be responsible for the following logistical requirements:
- 10.3.1 The provision of any office facilities including computers, telecommunications and stationery and administrative support as required;
 - 10.3.2 Own transport and mobile communications; and
 - 10.3.3 The LTA undertakes to use the official GTAC email address for all official communication on behalf of the GTAC.
- 10.4 GTAC reserves the right to choose where the LTA will work, be it with the provincial, or national sphere of government, or both. The LTA needs to be prepared to undertake a minimal amount of travelling within South Africa.

- 10.5 GTAC does not cover LTA travel and parking costs between place of residence and GTAC offices in either Pretoria or East London. The LTA should be flexible to work with distance training methodology, Zoom and MS Teams meetings, webinars and guidebooks. The LTA will be expected to dedicate their time to work for the duration of each project, unless otherwise required and agreed by the parties.
- 10.6 Access and use of facilities at the GTAC offices/ parking is subject to GTAC policies.
- 10.7 Income protection and medical insurance is not provided as part of this contract, the LTA should ensure that they make provision for adequate cover in this regard.

ARTICLE 11 OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

- 11.1 Any information provided by GTAC to the LTA and any studies, reports and document produced by the LTA in performance of the services (hereinafter 'materials') shall belong to and remain the property of the Government of the Republic of South Africa as represented by the GTAC, and shall not be used by the LTA for any purpose other than in accordance with this Agreement, or with written permission of GTAC.
- 11.2 Upon termination of this Agreement for any reason whatsoever, the LTA must return to GTAC all material in their possession which belong to GTAC, regardless of whether or not they were originally supplied by GTAC to the LTA.

ARTICLE 12 DOMICILIUM CITANDI ET EXECUTANDI

- 12.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Contract.

<u>THE SERVICE PROVIDER</u>	<u>GTAC</u>
<u>XXXXXXXXXXXXXXXXXX</u>	<u>Physical Address</u>
<u>Physical Address</u>	National Treasury Government Technical Advisory Centre 24 th Floor 240 Madiba Street Pretoria
XXXXXX XXXXXX XXXXXX XXXXX	<u>Postal Address</u>
Contact No.:	Private Bag x 115 Pretoria 0001
Email Address:	Email Address: PSP@gtac.gov.za

ARTICLE 13 EXECUTION

- 13.1 This Contract is hereby signed by **Ms Ronette Engela**, in her capacity as Acting Head of the Government Technical Advisory Centre (GTAC) (being duly authorised thereto) at Pretoria on the _____ day of _____ 2022.

Signature: _____

AS WITNESSES:

- | | | |
|----|-------|-----------|
| 1. | _____ | _____ |
| | Name | Signature |
| 2. | _____ | _____ |
| | Name | Signature |

- 13.2 This Contract is hereby signed by _____, on behalf of the Service Provider, in his/her capacity as _____ (being duly authorised thereto) at _____ on this the _____ day of _____ 2022.

Signature: _____

AS WITNESSES:

- | | | |
|----|-------|-----------|
| 1. | _____ | _____ |
| | Name | Signature |
| 2. | _____ | _____ |
| | Name | Signature |