

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	GTAC 007-2021-22	CLOSING DATE:	02 JULY 2021	CLOSING TIME:	11:00 AM
DESCRIPTION	PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIX - 3 X ACCOUNTING AND AUDIT ADVISORS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM.					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GTAC TENDER BOX					
GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC): NATIONAL TREASURY					
240 MADIBA STREET (CORNER THABO SEHUME STREET AND MADIBA STREET), PRETORIA					
GROUND FLOOR RECEPTION AREA					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
		NAME:			
[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?		☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	GTAC		CONTACT PERSON	Sanele Msomi	
CONTACT PERSON	Sanele Msomi		TELEPHONE NUMBER	012 315 5572	
TELEPHONE NUMBER	012 315 5572		FACSIMILE NUMBER	-	
FACSIMILE NUMBER	-		E-MAIL ADDRESS	psp@gtac.gov.za	
E-MAIL ADDRESS	psp@gtac.gov.za				

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 ONLINE 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.								
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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

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

Particulars of applicant

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

Particulars of representative (Public Officer/Trustee/Partner)

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

Tender number	
Estimated Tender amount	R ,
Expected duration of the tender	year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

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

If "YES" provide details

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

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

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: GTAC 007-2021-22

CLOSING TIME 11:00 ON 02 July 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY * (ALL APPLICABLE TAXES INCLUDED)
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**PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx
3 X ACCOUNTING AND AUDIT ADVISORS.**

- Services must be quoted in accordance with the table below.

1.1 ACCOUNTING AND AUDIT ADVISOR.

Name of Resource	Hourly rate (Exclusive of all applicable taxes)	Hourly rate (inclusive of all applicable taxes)
	R	R

1.2 ACCOUNTING AND AUDIT ADVISOR.

Name of Resource	Hourly rate (Exclusive of all applicable taxes)	Hourly rate (inclusive of all applicable taxes)
	R	R

1.3 ACCOUNTING AND AUDIT ADVISOR.

Name of Resource	Hourly rate (Exclusive of all applicable taxes)	Hourly rate (inclusive of all applicable taxes)
	R	R

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

**** Price must include VAT** for purpose of the implementation of the PPPFA

2. Is your price VAT Inclusive? Yes/No

3. Remuneration of resources has been benchmarked against public service rates taking into account reasonable adjustments for overhead costs of long-term consultants. The rates for the Accounting and Audit Advisor role is capped at **R750 per hour excluding VAT** as per TOR.
4. GTAC will make offers to successful bidders.
5. Fees exclude direct costs relating to project execution such as travel for which GTAC will make provision.
6. GTAC does not pay for TA travel and parking costs to and from place of residence and their place work.
7. GTAC will not pay relocation costs or additional allowance for accommodation for successful bidders placed outside of their home town.

8. Please note in terms of PPPFA gazetted in 2017, price evaluation will be calculated as follows:

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million

6.(1) The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) The following table must be used to calculate the score out of 20 for B-BBEE:

Any enquiries regarding technical enquiries may be directed to –

Email address: psp@gtac.gov.za

PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.



REFERENCE: GTAC 007-2021-22

DESCRIPTION: PROVISION OF LONG TERM ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIX – 3 X ACCOUNTING AND AUDIT ADVISORS

CLOSING TIME: 11H00 AM

CLOSING DATE: FRIDAY, 02 JULY 2021

I N F O R M A T I O N T O B I D D E R S

INFORMATION TO BIDDERS

Reference: GTAC 007-2021-22

Description: PROVISION OF LONG TERM ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIX – 3 X ACCOUNTING AND AUDIT ADVISORS

Closing time: 11h00 am

Closing date: Friday, 02 JULY 2021

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc.	Title	Type	Purpose
1	Information to Bidders	pdf	For Information
2	Terms of reference	pdf	Technical Requirements
3	SBD 1 – Invitation to bid	pdf	To be printed, filled in by hand and signed.
4	- SBD 2 – Tax clearance certificate requirements. - CSD report/ SARS pin number/MAAA registration number.	pdf	- Tax Clearance Certificate to be submitted for screening purposes. (State Security Agency) - Provide CSD number /SARS pin/
5	SBD 4 – Declaration of interest	pdf	To be printed, filled in by hand and signed.
6	SBD 6.1 - B-BBEE declaration	pdf	To be printed, filled in by hand and signed.
7	SBD 8 - Declaration of bidder's past supply chain management practices	pdf	To be printed, filled in by hand and signed.
8	SBD 9 - Certificate of independent bid determination	pdf	To be printed, filled in by hand and signed.
9	Pro-forma CV	MS Word	For completion in the MS Word Form as provided.
10	SBD 3.3 pricing schedule must be submitted before or on the closing date of the bid in a sealed envelope marked pricing schedule/price proposal.	pdf	Information requirement

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BIDS

This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999).

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 25 June 2021
- 2.2.3 The submission reference [GTAC: 007-2021-22] 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
<http://www.treasury.gov.za/tenderinfo/GTAC/tenders.aspx>/tender e-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	SBD2 or 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	SBD 8	Completed and signed

Step	Administrative Requirements	Check
8	B-BBEE Certificate if applicable in accordance with SBD 6.1/Affidavit if applicable	Provided and valid
9	SBD 9	Completed and signed
10	CV in prescribed format as attached	Must be submitted
11	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.

3.1.3 Phase II: Functionality evaluation - desktop

- 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 of **65 %** specified in the Terms of Reference of this bid. Bidders who are successful in meeting the functionality threshold of 65% will be invited to attend an interview.
- 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.

3.1.4 Phase III: Functionality evaluation – Interview

- GTAC: PSP official will invite bidders who scored minimum threshold of **65%** for Interview that forms part of the evaluation process in the Terms of Reference. Bidders who are successful in meeting the functionality threshold of 65% during the interview process, will be evaluated further on price and B-BBEE principle.

3.1.5 Phase IV: Price evaluation as per PPPFA

- The Price will be evaluated as per paragraph 5 indicated below.
- Price Schedule/ Financial proposal must be submitted in South African Rand.
- 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: **1-5** 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 65 % for desktop evaluation and interview 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 bidden 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

Failure to capture the required status level and to submit the required B-BBEE status level certificates will lead to a zero (0) status level for non-compliant service providers.

- a. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- c. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d. 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.
- e. Points scored will be rounded off to the nearest 2 decimals.
- f. 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.
- g. The bidder may submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid and failure to do so your bid may not be considered.

7. MANDATORY REQUIREMENTS

- 7.1 CVs from persons employed by the State will not be considered.
- 7.2 Consultants shall not be appointed for any assignment/work that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out assignment in the best interest of GTAC.
- 7.3 Companies are only allowed to submit no more than three (3) resources per bid. Should more than 3 resources be proposed, only the first three (3) resources will be evaluated.
- 7.5 CVs of any individual must only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Failure to comply these restrictions will lead to disqualification of Individuals CVs.
- 7.6 SBD 3.3 pricing schedule/financial proposal must be submitted before the closing date of the bid in a separate sealed envelope marked “pricing schedule/price proposal”. Failure to comply with this requirement you bid will be disqualified.

8. TAX CLEARANCE CERTIFICATE

A valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid Tax Clearance Certificate or SBD2 or Central Supplier Database (CSD) summary report /SARS pin registration number must be provided with this bid.

9. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax and quoted in Rands.

10. CLIENT BASE

- 10.1 GTAC reserves the right to contact references during the evaluation and adjudication process to obtain information.

11. LEGAL IMPLICATIONS

Successful service providers must be prepared to enter into a service level agreement with the GTAC.

The GTAC reserves the right to award this bid on a non-exclusive basis, i.e. GTAC may procure similar services outside this bid with the view of securing the best service and value for money.

12. COMMUNICATION

Professional Services Procurement (PSP) within GTAC will communicate with bidders for, among

others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

13. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Information to bid by bidders will result in invalidation of such bids.

14. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate

the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

15. FRONTING

a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to

determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

16. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will be required to enter into formal contract with the GTAC.

17. PACKAGING OF BID

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follows:

18. FUNCTIONALITY PROPOSAL

- 18.1. The bid submission must include four individually bound documents:
- 18.2. The originally signed and bound master document; and
- 18.3. Four individually bound copies of the master document. The bid document must include the following;

Sequence	Document Title
1	SBD 1
2	CSD report/ SARS pin number/MAAA registration number
3	SBD 4
4	SBD 6.1
5	SBD 8
6	B-BBEE Certificate if applicable
7	SBD 9
9	CV in prescribed format
10	Certified copy of academic qualifications

18.1 The bid shall not include any other documentation (eg. Annual reports, brochures).

18.2 The bid shall be enclosed in a sealed envelope.

18.4 The envelope is to be addressed as follows:

Tender:	PROVISION OF LONG TERM ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIX – 3 X ACCOUNTING AND AUDIT ADVISORS
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No:	GTAC: 007-2021-22
Submission closing date:	Friday, 02 JULY 2021
Submission closing time:	11:00 am
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

19 PRICE/ FINANCIAL PROPOSAL

DESCRIPTION: GTAC 007-2021-22: PROVISION OF LONG TERM ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIX – 3 X ACCOUNTING AND AUDIT ADVISORS

Bid closing date and time: 02 JULY 2021 at 11h00

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

20 CONTACT DETAILS

Professional Services Procurement, 24th floor at GTAC,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For any enquiries, email: psp@gtac.gov.za

TERMS OF REFERENCE

FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) FOR THE OFFICE OF THE ACCOUNTANT GENERAL (OAG) TO SUPPORT IN THE IMPLEMENTATION OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME (MFIP) PHASE IIIx

3 x ACCOUNTING AND AUDIT SUPPORT ADVISOR

PN 1027

BACKGROUND INFORMATION

Programme Identification

Tender reference:	GTAC 007-2021-22
Contracting authority	Government Technical Advisory Centre (GTAC), National Treasury
Name of project work stream	MFIP IIIx: Accounting and Audit Support
Budget Manager	Johnson Matshivha Acting Chief Director: MFIP
Purpose	Technical assistance to build the local government accounting and audit support capacity of NT, Provincial Treasuries and municipalities.
Planned start date	On or about 01 July 2021

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1 PURPOSE OF THESE TERMS OF REFERENCE

- 1.1. GTAC is seeking highly qualified, skilled, and experienced Technical Advisors to provide professional services to support the Office of the Accountant General (OAG) in the implementation of the Municipal Finance Improvement Programme (MFIP) Phase IIIx.
- 1.2. These terms of reference detail the general and specific qualifications, skills and experience requirements, the work that will be expected to be performed as well as other relevant contractual and working arrangements that will apply.
- 1.3. Offers will be accepted from individuals and/or companies that propose to provide resources for this work. The basis for the evaluation will be the qualifications, skills, and experience of individuals.
 - Section 2 of this document outlines the restrictions applicable to this bid.
 - Section 3 sets out background information on GTAC, the OAG, MFIP IIIx and the TA sourcing process.
 - Section 4 sets out the specific requirements for TAs in terms of the stipulated focus areas and activities.
 - Section 5 sets out minimum submission requirements that will need to be met by bidders.
 - Section 6 outlines the criteria that will be used to evaluate the functionality of bids.
 - Section 7 sets out the general requirements expected from TAs.
 - Section 8 outlines important contractual conditions that will apply to successful bidders.

2 RESTRICTIONS

- 2.1 CVs from persons who are in the service of the state ¹will not be considered.
- 2.2 Companies are only allowed to submit no more than three (3) resources per bid. Should more than 3 resources be proposed per bid, only the first three (3) resources will be evaluated.
- 2.3 CVs of any individual must only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. Only CVs on the prescribed CV template will be considered. Failure to comply with these restrictions will lead to disqualification of individuals CVs.

¹ State means –

- a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999)
- b) Any municipality or municipal entity.
- c) Provincial Legislature
- d) National Assembly or The National Council of Provinces, or
- e) Parliament

3 BACKGROUND INFORMATION

3.1 General

- 3.1.1 GTAC is an agency of National Treasury, established to provide advisory services, programme management and transaction support across all spheres of government. Its central mandate is to assist organs of state in building capacity for efficient, effective, and transparent public finance management and in implementing high-impact government initiatives.
- 3.1.2 GTAC contributes to public finance management capacity development and knowledge sharing by:
- (a) Promoting collaborative and innovative approaches to service delivery challenges, in collaboration with partner institutions;
 - (b) Developing and adapting methodologies and tools designed to meet government and public-sector management requirements;
 - (c) Communicating and publishing evaluation reports, case studies and research papers; and
 - (d) Public finance professional development.
- 3.1.3 GTAC implements its mandate through a client-focused and project-based approach and collaborates with partners inside and outside government in the development and delivery of its services.
- 3.1.4 GTAC has been appointed by the Office of the Accountant General to appoint resources for phase IIIx of the Municipal Finance Improvement Programme (MFIP).

3.2 Office of the Accountant-General (OAG)

- 3.2.1 The OAG promotes and enforces transparency and effective management in respect of revenue expenditure, assets, and liabilities of institutions in all three spheres of government. This includes the administration of the National Revenue Fund (NRF), the Reconstruction and Development Programme Fund (RDPF), and Banking Services (BS) for national departments. The OAG is also responsible for developing policies and frameworks on accounting, internal audit and risk management.
- 3.2.2 Through its capacity development unit, the OAG is committed to building capacity for sound and transparent financial management, across all three spheres of government.

3.3 Background to MFIP IIIx

- 3.3.1 As a result of the persistent poor performance of municipalities over the past fifteen years, numerous support programmes and interventions have been initiated by both national and provincial governments in an effort to improve the capacity of local government, address inadequate service delivery issues, and enhance good governance through improved accountability and transparency.
- 3.3.2 The Municipal Finance Improvement Programme is incorporated into the National Treasury (NT) Strategic Plan, and currently institutionalised within the NT, in the Office of the Accountant-General (OAG). The overall strategic goal of the programme is to facilitate improvements in the management of the financial affairs of municipalities, and to facilitate effective implementation of the Municipal Finance Management Act (MFMA), Act 56 of 2003.
- 3.3.3 The MFIP supports Government's Medium-Term Strategic Framework Priority 6, towards building a capable, ethical and developmental state.
- 3.3.4 The MFIP III, which commenced on 1 April 2017 and ended on 31 March 2020, is a strategically driven programme of technical assistance aligned to the six LGFM game changers and priority 6 indicators, designed to build the institutional and technical financial management capacity of NT, PTs and Municipalities. This is mainly achieved through the placement of Technical Advisors (TAs) within the MFMA support units of provincial treasuries, and the Budget and Treasury Office (BTO) of municipalities.
- 3.3.5 The Director-General approved a two-year extension of the MFIP III, to be called MFIP IIIx, which will commence on 01 April 2020. Several modifications have been made to the operating modalities of the MFIP during phase III which intended to bolster the programmes overall effectiveness and efficiency.
- 3.3.6 The processes included strengthening the institutionalisation of the modified MFIP business model; ongoing elucidation and advocacy of the revised governance and management arrangements with programme stakeholders; sourcing of technical advisors to implement the entire spectrum of MFIP technical support to programme beneficiaries in NT, PTs and municipalities; and implementing the MFIP Knowledge Information Management strategy to ensure increased efficiency in programme administration and enhanced knowledge sharing and collaborative learning across the project work streams.

3.3.7 A core requirement for potential support under the MFIP IIIx is that the positions of Municipal Manager and Chief Financial Officer in municipalities and MFMA Co-ordinator and project counterparts (Directors) in PTs must be filled, or measures taken to fill such positions, before consideration for assistance will be given.

3.3.8 The MFIP IIIx operating model is set out in the figure below and illustrates the alignment of the integrated project work streams to the six LGFM game changers. It further shows the three modalities of providing direct institutional and technical capacity support to selected NT divisions, PT municipal finance units and the BTOs of identified municipalities.

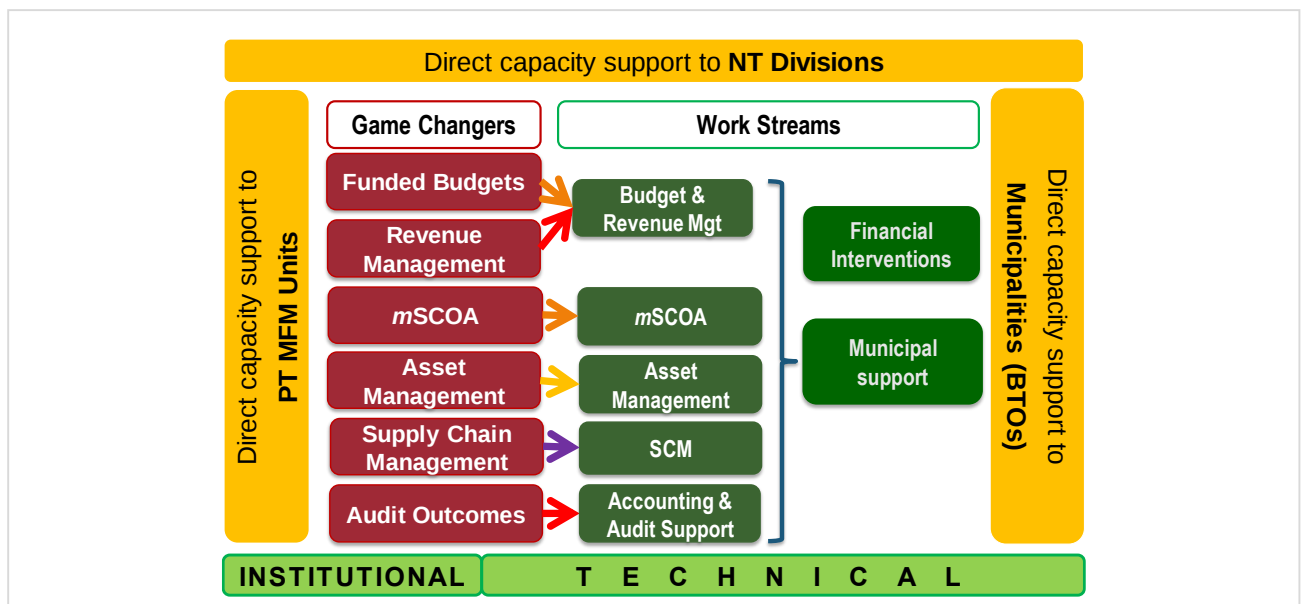


Figure 1: MFIP Operating Model

3.3.9 The MFIP Programme Management Unit (PMU) is responsible for providing the overall strategic leadership, oversight, management, and support required for the successful implementation of the Municipal Finance Improvement Programme. This include:

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

3.3.10 The PMU is led by a Chief Director who is supported by Directors and other Project Support officials. The PMU oversees the work performed by MFIP TAs deployed to the NT, respective PTs and participating municipalities.

3.3.11 The MFIP also works in close consultation with relevant NT Chief Directorates to ensure coherence of policy implementation and specialist support and the co-development of initiatives, tools and systems that can be used to strengthen overall improvements in the local government financial management space.

3.3.12 This ToR is primarily for 3 (three) Accounting and Audit Support Advisors who will be placed via the MFIP at National Treasury (OAG) and 2 (two) Provincial Treasuries Namely:

- Limpopo (Polokwane)
- Northern Cape (Kimberley)

4 SPECIFIC TA REQUIREMENTS

4.1 Overall Objective

To work with provincial treasuries and their related municipalities to improve accounting and audit related support, including improving accounting practices, internal governance and controls, compliance with the MFMA and its supporting regulations, reducing Unauthorised, Irregular, Fruitless and Wasteful Expenditure (UIF&W) and promoting consequence management.

4.2 Specific Scope of Work

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

Table 1 Accounting and Audit Support Focus Areas and Key Activities

Focus Area	Key Activities
Institutional Support	• Accounting and Audit Support Plan – conduct baseline assessments that will inform the customisation and development of the Accounting and Audit Support Plan (SP). Facilitate the adoption, publication and awareness of the approved SP. • Stakeholder Engagements – participate in PT management meetings and present progress reports on the implementation of the Accounting and Audit SP. Actively participate in municipal accounting and auditing forums. • PT accounting and audit capacity - Assist with evaluation of the PT municipal accounting and audit staffing capabilities on an annual basis and provide recommendations to ensure sufficient capacity exists for effective skills transfer. • Municipal (BTO) accounting and audit capacity – Undertake annual reviews of the municipal accounting and audit organograms and make recommendations regarding capacitation. • Accounting and audit capacity building – Conduct on-going capacity building with PT and municipal accounting and audit staff on related reforms.
GRAP implementation	• Provide technical support and guidance to municipalities on the implementation of GRAP Standards.

Focus Area	Key Activities
and AFS preparation	- Assist municipalities in developing and implementing their accounting policies. - Assist municipalities and PTs in developing, implementing and reviewing the AFS preparation plans. - Provide support, advice and technical guidance to municipalities on the compilation and finalisation of annual financial statements. - Assist municipalities to timely submit the draft AFS to Internal audit and Audit Committee for review. - Assist PTs in reviewing the draft AFS. - Assist with review of the annual and oversight reports. - Monitor that municipalities comply with the provisions in Chapter 12 of the MFMA relating to the preparation, timeously submission of the AFS and annual report and consequences for non-compliance. - Conduct on-going capacity building with PT and municipal officials relating to GRAP and financial statement support.
Internal audit & Audit Committees	- Provide support and advice to municipalities on the establishment and functionality of the Audit Committee and Internal Audit Units. - Assist with the development and implementation of quality assurance and improvement programmes on Audit Committee and Internal Audit activities. - Provide support to PT & Municipalities by participating, attending and making recommendations at Audit Committee meetings as and when necessary. - Conduct on-going capacity building with PT and municipal officials relating to Internal audit and audit committee support.
Internal controls and accounting	- Assist municipalities in developing and revising their Standard Operating Procedures - Provide guidance and insight to the PTs and municipalities in designing, implementing and effectively monitoring internal controls. - Assist municipalities in performing their monthly reconciliations, controls and verifications. - Assist PTs and municipalities with the development and implementation of a proper document management system which will ensure complete and proper records of municipal finances are kept in accordance with applicable norms and standards. - Assist and support municipalities in complying with the stipulations and timeframes in the MFMA and supporting regulations. - Assist municipalities in performing a reassessment of the FMCMM and assisting in the development and implementation of the action plans - Conduct on-going capacity building with PT and municipal officials relating to internal control and accounting matters.
Audit Action Plans	- Assist with planning of audit support to PTs and municipalities. - Provide technical support, assistance and guidance to PTs and municipalities in developing, implementing and reviewing municipal audit action plans. - Provide support and make recommendations at monthly management and other related meetings on the implementation of municipal audit action plans. - Provide technical support at municipal Audit Steering Committee meetings. - Assist PTs and municipalities during the annual audit processes in responding to RFIs and CoMAFs issued by the Auditor-General. - Conduct on-going capacity building with PT and municipal officials relating to audit support.

Focus Area	Key Activities
UIF&W and Consequence Management	• Assist PTs and municipalities to process UIF&W through Councils and Municipal Public Accounts Committees (MPACs). • Assist with the implementation of council resolutions based on the recommendations from MPACs, including the accounting treatment and actual recovery process through the municipalities' debt collection policy. • Assist with the establishment of functional municipal disciplinary boards, including the development of a DB policy and terms of reference and the monitoring of the implementation of board's recommendations to council. • Assist PTs and municipalities in providing regular report back to NT on progress on the implementation of the recommendations of the board or lack thereof. • Conduct on-going capacity building with PT and municipal officials on matters relating to UIF&W and consequence management.

4.3 Project location and reporting

The Accounting and Audit Support TAs, for the duration of the project, will be based at the National Treasury and identified PTs as per the list indicated above and on the attached CV template. They will report to the designated OAG counterpart or PT MFMA Coordinator and the MFIP PMU and will be required, from time to time, to attend national, provincial and local level meetings over the duration of the programme.

4.4 Specific expertise required

Successful bidders for the Accounting and Audit Support Advisor roles, over and above the general capabilities, should demonstrate their experience and achievements in supporting municipalities in improving their audit outcomes and accounting and audit practices, procedures and controls. Emphasis must be placed on the focus areas outlined in specific scope of work outlined in this ToR.

5 SUBMISSION REQUIREMENTS

5.1 Minimum requirements from the bidder(s)

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

5.1.1 Bidders must provide supporting documentation as proof of educational qualifications as well as all required certificates contemplated above. All copies must be certified. All international qualifications must be accompanied by South African Qualifications Authority (SAQA) accreditation.

5.1.2 Non-submission of certified academic qualifications and SAQA accreditation will lead to disqualification.

5.1.3 Certificate of membership to professional bodies will not be considered if not accompanied by certified educational qualifications.

Failure by a bidder to comply with the above minimum requirements will result in such Bidder's proposal not being evaluated further.

5.2 Technical Requirements

5.2.1 The bidder must indicate the educational qualifications in respect of each resource offered in line with the QUALIFICATIONS EVALUATION CRITERIA listed in **Table 2** below.

5.2.2 The bidder must show the "Number of years' experience in local government financial management" and "managerial positions" in respect of each resource offered as per the GENERAL EXPERTISE EVALUATION CRITERIA in **Table 2** below.

5.2.3 Each bidder will be required to provide a record of "demonstrated experience and achievements" and "years' experience" for each resource offered as per the SPECIFIC EXPERTISE EVALUATION CRITERIA listed under sections 3.1 and 3.2 in **Table 2** below.

5.2.4 The above criteria will be provided for in the CV template that each bidder **MUST** complete. Bidders who do not provide a record of experience will not be considered for the role. The evaluation will place an emphasis on the hands-on experience, achievements, the scale and scope of the projects and reforms implemented, the extent to which the experience demonstrates a holistic view of the specialisation and context and demonstrates the candidate's ability to conceptualise and lead change initiatives.

5.2.5 Candidates must elaborate in their CVs specific hands-on experience including the reforms that he/she was actively involved in. The record of experience will be used to evaluate the bidder's specific experience using the evaluation criteria below.

6 EVALUATION CRITERIA

The evaluation committee members will individually evaluate the responses received against the following criteria as set out below. The functionality evaluation of individual CV's will be carried out as per evaluation criteria stipulated in **Table 2** below.

The functionality evaluation will be conducted in two (2) stages:

- Functionality Evaluation: Technical Desktop Evaluation; and

- Functionality Evaluation: Interviews.

6.1 Functionality Evaluation (Stage 1: Technical desktop evaluation)

6.1.1 Technical evaluation criteria for the TAs are stipulated in the **Table 2** below.

6.1.2 Only bidders who score a minimum of 65% during the technical evaluation stage will be invited to interviews prior to consideration for Preferential Procurement Policy Framework Act (PPPFA) evaluation as articulated in the information to bidders.

Table 2: Functionality Evaluation Criteria (Stage 1: Technical desktop evaluation)

No.	EVALUATION CRITERIA	SCORING	WEIGHT
1.	QUALIFICATIONS		25
	Highest educational qualification obtained in: • Financial management, • Financial Accounting, Auditing • Public administration/management, • Business administration/ management, • or relevant / related field	5 = Honours degree or higher (NQF8); 4 = Degree (NQF7) 3 = National diploma (NQF6) or degree in non-related field 2 = National certificate (NQF5) 1 = Matric certificate (NQF4)	25
2.	GENERAL EXPERTISE		25
	2.1 Number of years' experience in Local Government financial management or a component thereof	5 = more than 10 years 4 = more than 7 and up to 10 years 3 = more than 4 and up to 7 years 2 = more than 2 and up to 4 years 1 = 0 and up to 2 years	15
	2.2 Number of years' experience in managerial positions The following positions will be regarded as management: • <i>deputy director and above in the Public Service</i> • <i>manager reporting to a Section 57 manager and above in municipalities</i> • <i>Bidders from the private sector should clearly indicate the senior management post level held</i>	5 = more than 5 years 4 = more than 4 and up to 5 years 3 = more than 3 and up to 4 years 2 = more than 2 and up to 3 years 1 = 0 and up to 2 years	10
3.	SPECIFIC EXPERTISE		50
	3.1 Demonstrated experience and achievements in implementing, managing, and supporting the municipal <u>Accounting and Audit related</u> operations, projects, reforms and/or performance improvement initiatives. With respect to experience in Accounting and Auditing, relevant components aligned	5 = Excellent (demonstrated at least five components and more) 4 = Good (demonstrated at least four components) 3 = Average (demonstrated at least three components) 2 = Below Average (demonstrated at least two component)	25

No.	EVALUATION CRITERIA	SCORING	WEIGHT
	to the specific scope of work include, but are not limited to: • Institutional support; • GRAP implementation; • AFS preparation; • Internal audit and audit committees; • Internal controls and accounting; • Audit action plans; • UIF&W and consequence management	1 = Poor (demonstrated at least one component)	
	3.2 Years' experience in implementing <u>Accounting and audit related</u> operations, projects, reforms and/or performance improvement initiatives as per the components listed under 3.1 above.	5 = more than 10 years 4 = more than 6 and up to 8 years 3 = more than 4 and up to 6 years 2 = more than 2 and up to 4 years 1 = 0 and up to 2 years	25
TOTAL			100
Bidders who are successful in meeting the functionality threshold of 65% will be invited to attend an interview.			65%

6.2 Functionality Evaluation (Stage 2: Interviews)

6.2.1 Interviews will be used to verify the bidder's specific knowledge, experience and abilities in area/s of work that they are offering their services.

6.2.2 Interview evaluation criteria for the TAs are stipulated in the **Table 3** below.

6.2.3 Only bidders who score a minimum of 65% during the interviews will be considered for the Preferential Procurement Policy Framework Act (PPPFA) evaluation as articulated in the information to bidders.

6.2.4 Only bidder's that meet the 65% threshold for both the technical evaluation and interviews will be considered for PPPFA evaluation to consider pricing proposals. However, the final score for functionality will be the simple average of the sum of the technical evaluation and interview scores.

Table 3: Functionality Evaluation Criteria - Stage 2: Interviews

Component	Criteria	Weight
Demonstrated advance knowledge of relevant legislation, regulations, accounting standards and other related prescripts	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	20

Component	Criteria	Weight
Demonstrated ability to identify and prioritise key issues and improvement areas within the function	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	30
Demonstrated ability and experience in conceptualisation, developing, and implementing solutions to the identified issues	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	30
Demonstrated advisory, and skills transfer	5 = Excellent 4 = Good 3 = Average 2 = Below Average 1 = Poor	20
Total		100
Only bidders who meet the 65% threshold for the functionality evaluation in the interviews (stage 2) will be considered for PPPFA evaluation as articulated in the information to bidders.		65%

Only bidder's that meet the 65% threshold for both the technical evaluation and interviews will be considered for PPPFA evaluation to consider pricing proposals.

7 GENERAL REQUIREMENTS

7.1 Period and level of effort

MFIP IIIx TAs will be procured as follows:

7.1.1 For a period commencing on or about 1 July 2021 to 31 March 2022.

7.1.2 Will be required to work normal working hours on a full-time basis for the duration of the programme, unless otherwise agreed by the parties.

7.1.3 The maximum level of effort required per financial year (1 April to 31 March) will be 230 normal working days or 1 840 hours. This will be pro-rated for the first financial year based on the actual date of appointment.

7.1.4 The contract will be reviewed at least bi-annually based on performance.

7.2 Additional work to be performed

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

- 7.2.1 Build and maintain positive working relationships with all MFIP participants and stakeholders;
- 7.2.2 Serve as resources for technical specialist advisory on strategic priorities and projects;
- 7.2.3 Contribute to MFIP's annual, quarterly, and monthly reporting;
- 7.2.4 Promote learning and cooperation for improved service delivery and sustainability;
- 7.2.5 Support the development and refreshment of methodologies and toolkits relevant to MFIP; and
- 7.2.6 Support knowledge generation including the identification of areas for knowledge sharing the development of case studies, and participation in knowledge sharing initiatives.

7.3 General capabilities required

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

- 7.3.1 Collaborative team player with excellent interpersonal skills and the ability to effectively interact with stakeholders;
- 7.3.2 Logical, creative, innovative, analytical, lateral thinking, and problem solving;
- 7.3.3 Communication skills (verbal & written) with the ability to listen and learn;
- 7.3.4 Ability to transfer skills;
- 7.3.5 Ability to work under consistent and continuous pressure from varied sources, yet be able to maintain a supportive approach;
- 7.3.6 Computer skills including detailed knowledge and use of the Microsoft Office Suite;
- 7.3.7 Sound financial planning and analytical skills;
- 7.3.8 Ability in consulting and advisory services (internal or external);
- 7.3.9 Ability to review and analyse strategic issues, current roles, functions, interface, processes and procedures, risks, and options; and
- 7.3.10 A clear understanding of the desired outcomes of the local government financial management and budget reform agenda.

7.4 Limitations of Assistance

Resources provided by GTAC including the TAs appointed via this process:

- 7.4.1 Have no authority or signing powers to bind either the client or GTAC unless as provided for in the Project Charter or agreement between GTAC and the Client; and
- 7.4.2 May only provide support and execute functions as set out in the agreed Project Charter, these Terms of Reference; and as defined in the MFIP IIIx Programme Management Plan.

7.5 Monitoring and Reporting

- 7.5.1 Monthly activity reports and audit evidence on the progress with reference to the work plan and specified key performance indicators will be compiled and submitted to the MFIP PMU.
- 7.5.2 In addition, TAs may from time to time be required to perform other functions as determined by the Head of MFIP, however, within the scope of work performed generally by the unit.

8 CONTRACTUAL CONDITIONS

8.1 Contracting Authority

The service provider will contract directly with the GTAC.

8.2 Contract Fees

- 8.2.1 Remuneration of TAs has been benchmarked against public service rates taking into account reasonable adjustments for overhead costs of long-term consultants. The rate for the TAs will thus be capped at R750.00 per hour **excluding** VAT or R862.50 per hour **inclusive** of VAT.
- 8.2.2 Successful bidders will be required to register for VAT as the annual contract amount is above the VAT threshold.
- 8.2.3 Fees may be adjusted in April of each year at the discretion of the Head of GTAC and the OAG taking into consideration available budget and government's fiscal stance.
- 8.2.4 GTAC will make offers to successful bidders.
- 8.2.5 Fees exclude direct costs relating to project execution such as travel for which GTAC will make provision.
- 8.2.6 GTAC does not pay for TA travel and parking costs to and from place of residence and their place work.
- 8.2.7 GTAC will not pay relocation costs or additional allowance for accommodation for successful bidders placed outside of their usual place of residence (home town).

8.3 Facilities to be provided by TAs

TAs will be responsible for the provision of any computer equipment (see Annexure A: Minimum Specifications), connectivity, and all other administrative supplies that may be required over the duration of the programme.

8.4 TA Reporting Requirements

8.4.1 The following reports will be submitted by TAs as proof of delivery of services:

- (a) Daily capture of effort/time and audit evidence indicating work done, deliverables submitted, and time allocated to the achievement thereof;
- (b) Monthly progress reports;
- (c) Performance reports, at least bi-annually in support of individual TA performance reviews; and
- (d) A close-out report on completion or termination of the TA contract.

8.4.2 As part of project work, TAs will be required to deliver agreed project reports and project closure reports as determined by the Head of the MFIP PMU;

8.4.3 Reports shall be written in English; and

8.4.4 All reports, files, notes, electronic files, and documents shall be structured, formatted, and completed according to the requirements of the MFIP PMU.

9 BID VALIDITY PERIOD

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

Annexure A: Computer (Laptop) Minimum Specifications

COMPONENT REQUIREMENT

Computer and processor

Windows: 2 gigahertz (GHz) or faster, 2-core.

macOS: Intel processor

Memory

Windows: 4GB RAM; 2 GB RAM (32-bit)

macOS: 4 GB RAM

Hard disk

Windows: 4.0 GB of available disk space

macOS: 10 GB of available disk space.

Operating system

Windows: Windows 10.

macOS: Current three most recent versions

Browser

The current version of Microsoft Edge, Safari, Chrome, or Firefox.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

[illegible]

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME 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; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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	☐	NO	☐
-----	--------------------------	----	--------------------------

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	☐	NO	☐
-----	--------------------------	----	--------------------------

- 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 least 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	
	
	

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts
 - 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty
 - 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
 - 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
 - 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
 - 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
 - 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

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

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



National Treasury
REPUBLIC OF SOUTH AFRICA

GOVERNMENT TECHNICAL ADVISORY CENTRE

AGREEMENT ENTERED INTO BY AND BETWEEN THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA IN THE GOVERNMENT TECHNICAL ADVISORY CENTRE AND HEREIN REPRESENTED BY MS LINDIWE NDELELA IN HER CAPACITY AS ACTING HEAD OF THE GOVERNMENT TECHNICAL ADVISORY CENTRE (HEREIN AFTER REFERRED TO AS "GTAC") AND AS SUCH DULY AUTHORISED THERETO

AND

Company Registration: _____

(HEREINAFTER REFERRED TO AS THE "SERVICE PROVIDER")

(Hereinafter referred to as "the Parties")

FOR THE PROVISION OF TECHNICAL ADVISORY SERVICES TO INTERGOVERNMENTAL RELATIONS, NATIONAL TREASURY FOR THE DIAGNOSTIC REVIEW OF THE SYSTEM OF CAPACITY BUILDING FOR LOCAL GOVERNMENT

Contract No.: _____

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WHEREBY IT IS AGREED AS FOLLOWS:

1. INTERPRETATION AND PRELIMINARY

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears -

1.1. words importing –

- 1.1.1. any one gender includes the other gender;**
- 1.1.2. the singular includes the plural and *vice-versa*; and**
- 1.1.3. natural persons include created entities (incorporated or unincorporated) and the State and vice-versa;**

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely –

- 1.2.1. "Agreement" means this Agreement including the annexes thereto;**
- 1.2.2. "Effective Date" means the _____ notwithstanding the date of signature of this Agreement;**
- 1.2.3. "GTAC" means the Government Technical Advisory Centre established under Proclamation No. 25 of 2012 promulgated in terms of section 7(5) (c) of the Public Service Act, 1994 (Proclamation No.103 of 1994);**
- 1.2.4. "Client" means Intergovernmental Relations, National Treasury;**
- 1.2.5. "Material Breach" means an event which goes to the root of this Agreement;**
- 1.2.6. "Parties" means the GTAC and the Service Provider and "Party" means either of them;**
- 1.2.7. "Service Provider" means the company that provides services under this agreement;**
- 1.2.8. "Services" means the provision of services as set out in the ToR (Annexure "B") hereto and in terms of this Agreement;**

- 1.2.9. **"ToR"** means the attached Terms of Reference (Annexure B);
- 1.2.10. **"Termination Date"** means _____, unless terminated earlier in terms of this Agreement;
- 1.2.11. **"Level of Effort"** means the complete deliverable submitted as per agreed upon timelines and the amount of work performed within a time and is measured in working days or hours per day/week/month/duration of the contract.
- 1.2.12. **"IGR"** means Intergovernmental Relations.
- 1.3. any reference in this Agreement to **"date of signature hereof"** shall be read as meaning a reference to the date of the last signature of this Agreement;
- 1.4. any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.5. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.6. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.7. expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions;
- 1.8. where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.9. the expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provided that they will operate after any such expiration or termination

or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;

- 1.10. the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply;
- 1.11. any reference in this Agreement to a Party shall, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

2. STANDARD CONDITIONS

- 2.1. This Agreement 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:

- 2.1.1. Annexure A: GTAC, General Standard Conditions of the contract are referred to in Schedule 1;
2.1.2. Annexure B: GTAC Terms of Reference;
2.1.3. Annexure C: Code of Conduct for Technical Advisors.
2.1.4. Annexure D: Travel Policy.

- 2.2. In the event of a conflict between the provisions of the Contract and the Annexures, the ToR shall take precedence.

3. APPOINTMENT

- 3.1. The GTAC appoints the Service Provider to provide the services and the Service Provider accepts such appointment on the terms and conditions herein, and subject to positive security clearance.
- 3.2. The Service Provider appointed to perform work under this agreement is _____
- 3.3. The Technical Advisor's nominated to perform work under this agreement are as follows:

Resource Name	Resource Role

Resource Name	Resource Role

- 3.4. Nothing in this Agreement shall be construed as constituting an employment service as contemplated in section 198 of the Labour Relations Act, 1995 (Act No. 55 of 1995).

4. DURATION

- 4.1. This Agreement shall be valid and binding for eight (8) months from the Effective Date and shall end on the Termination Date or on completion of the Services set out in Clause 6 below should this be sooner.
- 4.2. Despite clause 4.1 above, this agreement may be renewed at the GTAC's discretion for a period and on terms determined by the GTAC at least 30 (thirty) days prior to the termination date.
- 4.3. Should the Service Provider terminate the contract before the expiry of an original term or an extended term, one month's notice should be given to the GTAC, which notice shall-
- 4.3.1. be given in writing; and
- 4.3.2. be given on or before the last day of a month and take effect on the first day of the succeeding month.

5. REPLACEMENT

- 5.1 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. In this regard GTAC has a sole discretion not to allow for a replacement of a resource.
- 5.2 If the proposed resource does not meet the requirements of the TOR upon evaluation by GTAC, the Service Provider shall be notified and the contract terminated.

6. SERVICES

- 6.1. The Service Provider shall provide services to GTAC as specified in the Terms of Reference (Annexure B).
- 6.2. Any changes to the Services will only be made with the prior written approval of the GTAC.
- 6.3. The Service Provider's performance will be assessed based on the agreed and approved project work plan plus the agreed-upon deliverables.

7. FEES AND PAYMENT

- 7.1. The fixed total contract price (professional fees plus disbursements) will add up to a maximum figure of R _____ Including VAT. The professional fees will be charged on an hourly basis.
- 7.2. The Professional Fee payment schedule is as follows:

Team Member	Hours	Hourly Rate	Amount
Total Amount Excluding VAT			
Disbursement up to 10% of professional fees			
VAT			
Total Amount Including VAT and Disbursements			

- 7.3 Subject to the satisfactory completion of the Services, the GTAC shall pay the corresponding amount due including VAT, within 30 (thirty) days after receipt of a correct invoice and relevant documents.
- 7.4 Invoices for the level of effort shall include VAT as a separate line item and shall be supported by progress reports for the period covered by the invoice.
- 7.5 The Service Provider shall invoice GTAC for payment of services rendered according to actual hours worked and supported with a timesheet and the relevant progress report confirming deliverables during the period of the service, failing which the invoice shall not be paid.
- 7.6 No payments shall be made unless the invoice and deliverables have been countersigned by the Project Manager.
- 7.7 The GTAC shall make all payments to the Service Provider's nominated bank account.

8. DISBURSEMENTS

- 8.1. The Service Provider shall be allocated an amount of R _____ as indicated in terms paragraph 7.2 of the pricing schedule for the disbursements. GTAC shall grant prior approval for all the expenditure to be incurred as provided for hereunder:
- 8.1.1. Accommodation (three star hotel equivalent), meals and incidental expenses;
- 8.1.2. Air transport (economy class equivalent) and car rental at the destination in respect of a vehicle with an engine capacity of 1 300cc – 1 600cc. Prior approval should be sought from GTAC for a different class of vehicle if required for a particular terrain. Mountainous and gravel roads are considered difficult terrain and vehicles with higher ground clearance may be required. Ticket stubs and boarding passes must be included with the invoice;
- 8.1.3. A kilometre rate for official journeys in accordance with the ruling rates of the Department of Transport;
- 8.1.4. Parking and tollgate fees for official journeys and substantiated by copies of the till slips and invoices;
- 8.1.5. Other direct expenses as approved and substantiated by copies of the till slips and invoices.

- 8.2. Gratuity (tips) and alcohol expenses will be borne by the Service Provider.
- 8.3. Costs incurred by the Service Provider in operating a home-based or external office, other than the offices of GTAC or of client, such as computing, printing, email, internet and fax facilities will be borne by the Service Provider.
9. **PERFORMANCE MEASURES**
- 9.1. It shall be the duty of the Service Provider to deliver the services to the satisfaction and standard of GTAC in accordance with the Terms of Reference.
- 9.2. The Service Provider shall abide with the dates, format and method of delivery of the services and deliverables.
- 9.3. The Service Provider should ensure that all reports, files, notes, electronic files and documents are submitted according to GTAC requirements. Invoices shall be submitted for payment once the reports have been evaluated and approved by GTAC.
- 9.4. The following reports will be expected from the Service Provider:
- 9.4.1. An inception report including process plan (electronic);
 - 9.4.2. Monthly progress reports (electronic);
 - 9.4.3. Executive summary, main report and committee report in draft and final version (electronic and two unbound copies);
 - 9.4.4. Presentations and draft reports to address project progress matters for 1-3 engagements with the IGR's reference group as directed by IGR and/or GTAC;
 - 9.4.5. Ms Power Point presentation for use in the internal and stakeholder meetings, and political forums;
 - 9.4.6. Individual outputs in the formats as specified in the relevant work parcels, mainly the Annexures to the Main Reports (electronic only in original and PDF versions, no hard copies required);

- 9.4.7. The Service Provider to ensure deliverables are completed in accordance with the stipulated project time frame for the delivery of milestones;
- 9.4.8. All outputs to be archived as **electronical files, logically named, in original format as well as PDF's where practical, in a DropBox folder;**
- 9.4.9. All reports to be in plain English and numeric data is to be aligned with National Treasury standard.
- 9.5. In the event that the Service Provider fails to produce the reports it is specifically obliged to prepare, GTAC reserves the right to claim for losses incurred due to the failure to produce the reports provided.
- 9.6. The quality of the reports will be assessed by the IGR project counterpart, GTAC project management team and/or any established reference group.
- 9.7. Should outputs not comply with the specifications GTAC may withhold payment of invoice until the identified shortcoming have been corrected.
- 9.8. If any part of the report is found to be defective or different in any way from the Specification or otherwise has not been provided to the Contract standard other than as a result of a default or negligence on the part of GTAC. GTAC will provide written comments to the Service Provider specifying the defects and/or differences that the Service Provider is expected to rectify. The Service Provider shall at its own expense re-supply the Goods and/or Services in question (without additional remuneration therefore) within such time as GTAC may reasonably specify.
- 9.9. Monthly performance evaluations will be based on monthly progress reports submitted against the outputs and outcomes contained in the terms of reference, other contract documents and as agreed from time to time between IGR, GTAC and Service Provider.
- 9.10. The Service Provider is responsible for the following logistic requirements:
- 9.10.1 Provision and cost of all equipment, including computers, telecommunications and stationery, support infrastructure and secretarial services required to compete this project;
- 9.10.2 Provision of own transport and mobile communications.

- 9.11. GTAC and IGR will provide logistic administrative support only for in-house workshops and meetings (limited to invitations, agendas, venues, attendance registers). Logistics for all other engagements required for the project are to be provided by the Service Provider.

10. DOMICILIUM CITANDI ET EXECUTANDI

- 10.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

GTAC

Government Technical Advisory Centre
National Treasury Building
240 Madiba Street
PRETORIA, 0001
Tel.: 012-315 5136
Fax: 012-315 5786
E-mail: PSP@gtac.gov.za

SERVICE PROVIDER

Tel.: _____
Cell: _____
E-mail: _____

- 10.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give notice by telefax or e-mail;
- 10.3. Either Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that party to another physical address provided that the change shall become effective *vis-à-vis* that addressee on the 5th (fifth) business day from the receipt of the notice by the addressee;
- 10.4. Any notice to a Party –
- 10.4.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at an address chosen as its *domicilium citandi et executandi* to which post is delivered shall be deemed to have been received on the 5th (fifth) business day after posting (unless the contrary is proved);
- 10.4.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;

- 10.4.3. sent by telefax to its chosen telefax number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved); or
- 10.4.4. sent by e-mail to its chosen e-mail address, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 10.5. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

11. EXECUTION

This Agreement is hereby signed by **Ms Lindiwe Ndlela** in her capacity as **Acting Head of the Government Technical Advisory Centre** (being duly authorised thereto) at **PRETORIA** on this the ____ day of _____ 2020.

.....
ACTING HEAD OF GOVERNMENT TECHNICAL ADVISORY CENTRE

AS WITNESSES:

SIGNATURE

1.

2.

This Agreement is hereby signed by in his/her
Capacity as on this the day of 2020.

.....
SERVICE PROVIDER

AS WITNESSES:

SIGNATURE

1.

2.

ANNEXURE "A" – GTAC: GENERAL STANDARD CONDITIONS OF THE CONTRACT ARE REFERRED TO IN SCHEDULE 1

DRAFT

ANNEXURE “B” - TERMS OF REFERENCE

DRAFT

ANNEXURE "C" - CODE OF CONDUCT FOR TECHNICAL ADVISORS

DRAFT

ANNEXURE “D” – TRAVEL POLICY

DRAFT



National Treasury
REPUBLIC OF SOUTH AFRICA

GOVERNMENT TECHNICAL ADVISORY CENTER (GTAC)

Code of Conduct

For

Technical Advisors (TAs)

GTAC Code Of Conduct for Technical Advisors

1. PURPOSE OF DOCUMENT

2. This document outlines the expected behaviour of a Technical Advisors who is appointed by the Government Technical Advisory Centre (GTAC). It outlines the expected behaviours of the TA in relationship to:
 - The Legislature and the Executive
 - The Public
 - The Client Employees
 - Performance of duties
 - Personal Conduct and Private Interests

3. RELATIONSHIP WITH THE LEGISLATURE AND THE EXECUTIVE

A GTAC Technical Advisor -

- 3.1. is faithful to the Republic of South Africa and honours the Constitution and abides thereby in the execution of his or her daily tasks;
- 3.2. puts the public interest first in the execution of his or her duties;
- 3.3. loyally executes the policies of the South African Government of the day in the performance of his or her official duties as contained in all statutory and other prescripts;
- 3.4. strives to be familiar with and abides by all statutory and other instructions applicable to his or her conduct and duties; and
- 3.5. co-operates with public institutions established under legislation and the Constitution in promoting the public interest.

4. RELATIONSHIP WITH THE PUBLIC

A GTAC Technical Advisor

- 4.1. promotes the unity and well-being of the South African nation in performing his or her official duties;
- 4.2. will serve the public in an unbiased and impartial manner in order to create confidence in the Public Service;

GTAC Code Of Conduct for Technical Advisors

- 4.3. is polite, helpful and reasonably accessible in his or her dealings with the public, at all times treating members of the public as customers who are entitled to receive high standards of service;
- 4.4. has regard for the circumstances and concerns of the public in performing his or her duties, providing advice and in the making of decisions affecting them;
- 4.5. is committed through timely service to the development and upliftment of all South Africans;
- 4.6. does not unfairly discriminate against any member of the public on account of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language;
- 4.7. does not abuse his or her position in the Public Service to promote or prejudice the interest of any political party or interest group;
- 4.8. respects and protects every person's dignity and his or her rights as contained in the Constitution; and
- 4.9. recognises the public's right of access to information, excluding information that is specifically protected by law.

5. RELATIONSHIP TO THE CLIENT EMPLOYEES

A GTAC Technical Advisor —

- 5.1. co-operates fully with the assigned client employees to advance the public interest;
- 5.2. executes all reasonable instructions by persons officially assigned to give them, provided these are not contrary to the provisions of the Constitution and/or any other law;
- 5.3. uses the appropriate channels to air his or her grievances or to direct representations;
- 5.4. deals fairly, professionally and equitably with all client employees, irrespective of race, gender, ethnic or social origin, colour, sexual orientation, age, disability, religion, political persuasion, conscience, belief, culture or language; and
- 5.5. refrains from party political activities in the workplace.

GTAC Code Of Conduct for Technical Advisors

6. PERFORMANCE OF DUTIES

A GTAC Technical Advisor —

- 6.1. will serve the GTAC clients with integrity, competence and objectivity;
- 6.2. will only accept engagements and lawful instructions for which he or she is qualified by experience and competence;
- 6.3. will mutually establish realistic expectations of the benefits and results of his or her services;
- 6.4. will strive to achieve the objectives of his or her appointment diligently, cost-effectively and in the public's interest;
- 6.5. will be creative in thought and in the execution of his or her duties and seek innovative ways to solve problems and enhance effectiveness and efficiency within the context of the law;
- 6.6. gives honest and impartial advice, based on all available relevant information, to GTAC clients or relevant authorities when requested for such assistance;
- 6.7. will only represent opinions as independent if they are free from subordinated judgment and there is no undisclosed interest in the outcome of the client's decision;
- 6.8. is punctual in the execution of his or her duties;
- 6.9. will recuse himself or herself from any official action or decision-making process which may result in improper personal gain, and will ensure that this is properly declared;
- 6.10. accepts the responsibility to avail himself or herself of ongoing training and self-development throughout his or her appointment;
- 6.11. is honest and accountable in dealing with public funds and uses the Public Service's property and other resources effectively, efficiently, and only for authorized official purposes;
- 6.12. in the course of his or her official duties, shall report to the appropriate authorities, fraud, corruption, nepotism, maladministration and any other act which constitutes an offence, or which is prejudicial to the public interest;

GTAC Code Of Conduct for Technical Advisors

- 6.13. honours the confidentiality of matters, documents and discussions, classified or implied as being confidential or secret; and
- 6.14. will keep the client informed of any matters relating to the contract even if the information is unfavorable, or may jeopardize the contract.

7. PERSONAL CONDUCT AND PRIVATE INTERESTS

A GTAC Technical Advisor —

- 7.1. during official duties, dresses and behaves in a manner that enhances the reputation of the Public Service;
- 7.2. acts responsibly as far as the use of alcoholic beverages or any other substance with an intoxicating effect is concerned;
- 7.3. shall not, without written approval of the Head of GTAC obtain or accept any gifts, benefits or item of monetary value in excess of R350, from any person for himself or herself during the performance of duties;
- 7.4. will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission;
- 7.5. does not engage in any transaction or action that is in conflict with or infringes on the execution of his or her official duties;
- 7.6. will immediately acknowledge any influences on his or her objectivity to the client and will offer to withdraw from a consulting engagement when his or her objectivity or integrity may be compromised;
- 7.7. will avoid conflicts of interest or the appearance of such and will immediately disclose to the client circumstances or interests that he or she believe may influence his or her judgment or objectivity; and
- 7.8. will not accept commissions, remuneration, or other benefits from a third party in connection with the recommendations to a client without that client's prior knowledge and consent, and will disclose in advance any financial interests in goods or services that form part of such recommendations.

SCHEDULE 1

1. TERMINATION

- 1.1. The GTAC shall be entitled to terminate this Agreement if one or more of the following occur:
 - 1.1.1. The Service Provider conducts itself in a manner which will justify termination according to the common law;
 - 1.1.2. The Service Provider conducts itself in a manner which brings or is likely to bring the GTAC into disrepute;
 - 1.1.3. The Service Provider breaches any term of this Agreement and fails to remedy such breach within 30 (thirty) calendar days of written demand from the other party, taking into consideration the nature of the breach and the consequences thereof;
 - 1.1.4. When the objectives of this Agreement no longer exist, have materially changed and/or when the funding is no longer available to provide the Services;
 - 1.1.5. Should the level or quality of service provided by the TA not meet GTAC's requirements and where a recorded discussion with the Service Provider has failed to resolve identified shortcomings in the level of quality of service;
 - 1.1.6. Provided that the GTAC shall have given the Service Provider 30 (Thirty) days' written notice of its intention to terminate.
- 1.2. The GTAC shall be entitled to immediately terminate this Agreement if any one or more of the following occur –
 - 1.2.1. The Service Provider is provisionally or finally liquidated, making it impossible for the Service Provider to perform its functions in terms of this Agreement;
 - 1.2.2. The Service Provider enters into settlement arrangements with its creditors;
 - 1.2.3. The Service Provider commits an act of insolvency.
- 1.3. Notwithstanding the provisions above, either Party may terminate this Agreement by giving the other Party 1 (one) month notice to that effect.

2. OBLIGATIONS OF THE SERVICE PROVIDER

2.1. The Service Provider shall:

- 2.1.1. interact with the GTAC on a regular basis;**
- 2.1.2. execute the Service strictly in compliance with the Bid Documentation;**
- 2.1.3. That neither it, nor its employees/ consultants, will furnish any information concerning the activities of the Client to public or news media;**
- 2.1.4. utilise staff that is adequately trained, qualified and skilled to perform the Services;**
- 2.1.5. conduct the Services in a professional manner and render the Services with due diligent, skill and proper care and in accordance with the standards of performance which can be expected from the industry in which the Service Provider operates;**
- 2.1.6. timeously submit to the GTAC such information and reports as may be required in connection with the rendering of the Services;**
- 2.1.7. not engage in any conduct which is calculated to or has or may have the effect of bringing the GTAC or any of its employees into disrepute;**
- 2.1.8. use the assets of the GTAC with the utmost care and only for the purposes of rendering the Services;**
- 2.1.9. abide by all the policies, regulations and procedures of the GTAC whilst on the GTAC premises;**
- 2.1.10. disclose to the GTAC all acts or omissions which may constitute a breach by the Service Provider of its obligations to the GTAC;**
- 2.1.11. perform any other function reasonably required for the Services rendered in terms of this Agreement.**
- 2.1.12. be true and faithful to the GTAC in all dealings and transactions whatsoever relating to the National Treasury's business and interests.**

- 2.2. Persistent non-compliance with the obligations set out in clause 2.1 and the provision of the services in accordance with the ToR (Annexure A) will constitute breach of this agreement.
- 2.3. In the event of any conflict between the provision of this agreement and the Bid Documentation, the provisions of the Bid Documentation shall prevail.

3. OBLIGATIONS OF THE GTAC

- 3.1. The GTAC shall:
- 3.1.1. co-operate and assist the Service Provider in performing its obligations in terms of this Agreement;
 - 3.1.2. timeously furnish the Service Provider with all required information and documentation in its possession to enable the Service Provider to render the Services in terms of this Agreement;
 - 3.1.3. give the Service Provider timeous instructions and approvals;
 - 3.1.4. verify and confirm information or documentation submitted by the Service Provider in the performance and execution of its duties in terms of this Agreement.

4. INDEMNITY

- 4.1. The GTAC shall not be liable for any act or omission on the part of the Service Provider in the rendering of the Services under this Agreement (whether negligent or otherwise) which causes injury or death to any employee or officer of the GTAC and or any third party and the Service Provider hereby indemnifies and holds the GTAC harmless against any claims of the nature mentioned above in this regard.

5. LIMITATION OF LIABILITY

- 5.1. The maximum liability of the Service Provider for all claims (other than those in respect of gross negligence or wilful default) arising out of the services provided in connection with this engagement shall be limited to an amount equal to the total fees charged for all services provided in connection with this project. This maximum liability shall be an aggregate liability for all claims (other than those in respect of gross negligence or wilful default) from whatever source and howsoever arising, whether in contract, delict or otherwise.

- 5.2. The Service Provider will not be liable to the GTAC or any cessionary or third party claiming through or on behalf of the GTAC for any consequential or other loss or damages beyond the maximum liability specified except to the extent that the Service Provider has contributed to such damage or loss from their own wilful default or gross negligence.

6. THIRD PARTY WORK

- 6.1. This Agreement shall in no way limit the Service Provider's right to conduct any business with and/or for any third parties and to enter into contracts of any nature with any third parties, provided, firstly, that the Service Provider's obligations in terms of this Agreement shall always be timeously and satisfactorily fulfilled, and secondly that the Service Provider shall not conduct any business with and/or for any third party whose interests may conflict with the GTAC's interests. In cases of scheduling conflicts regarding the rendering of the Services, the Service Provider shall give priority to the Services provided to the GTAC under this Agreement.

7. INTELLECTUAL PROPERTY

- 7.1. Insofar as may be necessary, the Service Provider assigns to the GTAC the copyright in all present and future works eligible for copyright of which the Service Provider may be the author, which works were or are created, compiled, devised or brought into being during the course and scope of the Service Provider's rendering of Services to the GTAC. No consideration shall be payable by the GTAC to the Service Provider in respect of this assignment.
- 7.2. All reports, manuals, budgets, indices, research papers, letters or other similar documents (the nature of which is not limited by the specific reference to the foregoing items) which are created, compiled or devised or brought into being by the Service Provider or come into the Service Provider possession during the course and scope of this Agreement, and all copies thereof, shall be the property of the GTAC. The Service provider may obtain one copy of the said documents, permission has been granted that the documents be used for internal use only and not for publication or external use. Upon the date of termination of this Agreement, or earlier if required by the GTAC, such documents and all copies shall be returned to the GTAC.
- 7.3. On termination of this Agreement, the Service Provider shall deliver to the GTAC all property in the Service Provider possession or under its control belonging to the GTAC or created in pursuance of the Service Provider duties in terms of this Agreement including, without limiting the generality thereof, documents, drawings, plans, reports, data sheets and disks.

- 7.4. The Service Provider shall be responsible for all costs and other liabilities in regard to infringement of intellectual property rights in respect of performance of duties in terms of this agreement.

8. GOOD FAITH

- 8.1. The Parties shall at all times owe each other a duty of good faith which includes the code of conduct of technical advisors as indicated in Annexure B.

9. CONFIDENTIALITY

- 9.1. Confidential information shall mean all information obtained by the Service Provider from, or disclosed to the Service Provider by the GTAC or any other state departments or agencies or organ of state in pursuance of their work in the GTAC across all the three spheres of Government.
- 9.2. The Service Provider shall not for the duration of this Agreement or thereafter, regardless of the reasons for termination, use for its benefit or the benefit of any other person or communicate or divulge to any unauthorised person any confidential matter or information relating to the business affairs, processes, marketing techniques, trade secrets, client lists and / or professional connections of the GTAC or any of its clients.
- 9.3. This obligation shall not apply to any confidential information which:
- 9.3.1. is known to, or in the possession of, the Service Provider prior to the disclosure thereof by the GTAC;
 - 9.3.2. is, or becomes publicly known otherwise than pursuant to breach of this Agreement by the Service Provider;
 - 9.3.3. is disclosed by the Service Provider to satisfy the order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time;
 - 9.3.4. is disclosed to a third party pursuant to the prior written authorization of the GTAC;
 - 9.3.5. is received from a third party in circumstances that do not result in a breach of the provisions of this Agreement.

10. NON-PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute either of the Parties the partner of the other or constitute either of those Parties the agent or legal representative of the other. It is not the intention of the Parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither the GTAC nor the Service Provider shall have any authority to act or to assume any obligation or responsibility on behalf of the other of them.

11. NO CESSION OR ASSIGNMENT

The Service Provider shall not cede or assign any of its rights and obligations in terms of this Agreement to any third party without prior written consent of the GTAC.

12. WARRANTIES

The Service Provider warrants that its resources have the ability, skill and experience to render the Services and perform all related functions expected of it in terms of this Agreement.

13. FORCE MAJEURE

- 13.1. If, by reason of any event of *force majeure*, any of the Parties to this Agreement will be delayed in, or prevented from performing any of its obligations in terms of this Agreement (otherwise than as to the payment of money), then such delay or non-performance shall not be deemed to be a breach of this Agreement and no damages may be claimed by the other Party by reason thereof.
- 13.2. Should the exercise of the rights and obligations under this Agreement be materially hampered, interrupted or interfered with by reason of any event of *force majeure*, then the obligation to the delayed party shall be suspended during the period of such hampering, interruption or interference consequent upon such event or events and shall be postponed for a period of time equivalent to the period or periods of suspension before being reinstated, and both Parties shall use their best endeavours to minimize and reduce any period of suspension occasioned by any of the aforesaid events.
- 13.3. The expression "an event of *force majeure*" shall mean and include fire, flood, casualty, satellite failure, lockout, labour condition, industrial action of any kind, unavoidable accident, breakdown of equipment, national calamity or riot, act of God, enactment of any Act of Parliament or the act of any other legally constituted authority, or any cause or event arising out of or attributable to war, or terrorist activity or any other cause or event whatsoever outside the control of the Parties.

14. DISPUTE RESOLUTION

- 14.1. The parties undertake to notify one another in writing in the event of any perceived breach of this contract.
- 14.2. Parties shall be afforded 14 (fourteen) days to remedy such breach.
- 14.3. The aggrieved party / parties shall, in good faith, make every reasonable effort to resolve, between themselves, any dispute that may arise between the parties emanating from the implementation of this contract.
- 14.4. Should any disputes, disagreements or claims arising between the parties concerning this contract not be resolved by the parties, either party may institute action in any court that has jurisdiction.

15. IMPLEMENTATION

- 15.1. The Parties undertake to do all such things, perform all such acts, take all such steps and procure the doing of all such things, the performance of all such acts, and the taking of all such steps as may be necessary to give effect to the terms and conditions under the import of this Agreement.

16. SEVERABILITY

- 16.1. Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

17. WHOLE AGREEMENT, NO AMENDMENT

- 17.1. This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 17.2. No amendment or consensual cancellation of this Agreement or any provision or term hereof or of any agreement other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the Parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the Party granting such extension, waiver or relaxation). Any such

extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

17.3. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement or any agreement or other document issued or executed pursuant to or in terms of this Agreement, shall operate as an estoppel against any Party in respect of its rights under this Agreement, nor shall it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

17.4. To the extent permissible by law no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

18. GOVERNING LAW

18.1. This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and all disputes, actions and other matters relating thereto shall be determined in accordance with such laws.

19. EXECUTION

This schedule is hereby signed by Ms Lindiwe Ndlela in her capacity as Acting Head of Government Technical Advisory Centre (being duly authorised thereto) at PRETORIA on the _____ of _____ 2019.

ACTING HEAD OF GOVERNMENT TECHNICAL ADVISORY CENTRE

AS WITNESSES:

SIGNATURE

1. _____

2. _____

This schedule is hereby signed by a duly authorised person, that being _____ in his/her

Capacity as _____ on the _____ day of _____, 2019.

Signature.....

(a duly authorised representative)