



National Treasury  
REPUBLIC OF SOUTH AFRICA

**BID NUMBER: GTAC 026-2023-24**

**DESCRIPTION: THE PROVISION OF EVALUATIVE SERVICES: REVIEW OF SECTOR-BASED ENTERPRISE DEVELOPMENT INTERVENTIONS AND THE CREATION OF POLICY RECOMMENDATIONS TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC).**

**CLOSING TIME: 11:00 AM**

**CLOSING DATE: WEDNESDAY, 03 APRIL 2024**

## INFORMATION TO BIDDERS

**BID NUMBER:** GTAC 026-2023-24

**DESCRIPTION:** THE PROVISION OF EVALUATIVE SERVICES: REVIEW OF SECTOR-BASED ENTERPRISE DEVELOPMENT INTERVENTIONS AND THE CREATION OF POLICY RECOMMENDATIONS TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC).

**CLOSING TIME:** 11:00 AM

**CLOSING DATE:** WEDNESDAY, 03 APRIL 2024 (The tender box is accessible between office hours (08h00 - 17h00))

### 1. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BID PROPOSALS

This invitation of bid and all contracts emanating there from shall 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).

#### 1.1 COMPLETION OF BID PROPOSALS

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

### 2. CLARIFICATIONS

2.2.1 Requests for clarification must be made in writing by e-mail to [psp@gtac.gov.za](mailto:psp@gtac.gov.za)

2.2.2 Requests for clarification shall be accepted by GTAC up **until 22 March 2024**

2.2.3 The submission invitation of bid number [GTAC: 026-2023-24] should be included in the subject line of the email.

2.2.4 No telephonic requests for clarification shall be entertained.

2.2.5 No briefing session will be held for this Request for Bid. Bidders are urged to submit all requests for clarification in writing via e-mail to [psp@gtac.gov.za](mailto:psp@gtac.gov.za).

2.2.6 The clarifications and the Frequently Asked Questions will be made available to all potential Bidders by way of notification on the GTAC website: <https://www.gtac.gov.za/tender-info/tenders/advertised-tenders-or-e-tender-portal>

### 3 EVALUATION PROCESS

3.1 The evaluation process comprises of the following phases:

#### 3.1.1 Phase I: Initial screening process

3.1.1.1 During this phase bid documents shall 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 Bidders must submit all Standard Bidding Documents (SBD), as outlined below. SBD forms must be completed in full and duly signed where required.

- a) Duly completed and signed Standard Bidding Documents (SBD 1, 4 and 6.1).
- b) Central Supplier Database (CSD) number/report for verification of tax compliance status.

3.1.1.3 The bid proposal shall be checked for compliance with the administrative requirements of this invitation of bid as indicate below:

Step	Administrative Requirements	Check
1	Original bid document (Technical and financial proposals separate envelopes per Annexure)	Provided and bound
Included in the bid document		
2	SBD 1- Invitation to bid	Completed in full and signed
3	SBD2 or CSD registration number/SARS pin and CSD summary report	Provided and valid
4	SBD 4 Bidder's disclosure	Completed in full and signed
5	SBD 6.1- Preference Points claim form in Terms of the Preferential Procurement Regulations 2022	To be printed, filled in full and signed
6	SBD 3.3 pricing schedule	Completed and signed (sealed in a separate enveloped marked "Pricing Schedule/Financial 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. GTAC reserves the right to cancel this invitation should a need arise.

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

#### 3.2 Phase II: Functionality evaluation - Technical Desktop

- a. Bids shall be evaluated strictly according to the bid evaluation criteria stipulated in this section of the Terms of Reference (TOR). During this stage bid proposals response shall be evaluated for functionality based on achieving a minimum score of **70%** specified in the Terms of Reference of

this bid. Bidders who are successful in meeting the functionality threshold of **70%** shall be invited to attend an interview.

- b. 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 shall evaluate and score all bidder’s proposal based on their submissions and the information provided.
- c. Bidders need not rate themselves but to ensure that all information is supplied as required. The Bid Evaluation Committee/s (BECs) shall evaluate and score all responsive proposals and shall verify all documents submitted by the bidders.

**3.3 Phase II: Functionality evaluation – Presentation & Interviews**

- a. GTAC shall invite bidder’s that meet the **70%** threshold for both the technical evaluation and interviews will be considered for Price and Specific Goals evaluation in terms on Preferential Procurement Regulation (PPR) 2022. Bidders/CVs who are successful in meeting the functionality threshold of **70%** during technical evaluation and interviews process, will be evaluated further on Price and Specific Goals (PPR).

**3.4 Phase III: Price and Specific goals evaluation in terms of Preferential Procurement Regulations 2022**

The maximum points for this invitation of bid are allocated as follows:

<b>Preferential Procurement Regulations, 2022</b>	<b>POINTS</b>
Price	80
Specific Goals as Stated in the TOR and SBD 6.1 form of this invitation	20
<b>Total Points for Price and Specific Goals</b>	<b>100</b>

**4. SCORING METHODOLOGY**

- a. Each BEC members shall rate each individual criterion on the score sheet using the values: **1-5** as detailed in the Terms of Reference (TOR) scoring criteria.
- b. Each Bidders proposals shall be evaluated independently in line with evaluation criteria specified in TOR.
- c. Individual value scores of BEC panel members shall be consolidated to obtain the marks scored for all elements. These scores shall be added and averaged according to the number of BEC members. Only bidder that have met or exceeded the minimum threshold of **70%** for desktop evaluation and 70% for interview/presentation will be considered for (PPR) price and specific goal evaluation.

## **5. MANDATORY REQUIREMENTS**

- 5.1. NB: Failure to comply with these requirements below your bid will be disqualified.
- 5.1.1. CVs from persons employed by the State shall not be considered/ Bidder representative (Director/Shareholder/Proposed Resource) must not be employed by the state.
- 5.1.2. SBD 3.3 pricing schedule/financial proposal must be completed and submitted before or on the closing date of the bid invitation in a separate sealed envelope and clearly marked "pricing schedule SBD 3.3/Financial Proposal". Failure to comply with this requirement shall lead to a disqualification of the bid. Any other format of Financial Proposal other than prescribed herein may lead to the disqualification of the bid.

## **6. TAX CLEARANCE CERTIFICATE/CSD REPORT AND ID COPIES**

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; and

ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. (State Security Agency).

## **7. VALUE ADDED TAX**

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

## **8. CLIENT BASE**

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

## **9. LEGAL IMPLICATIONS**

Successful bidder/s must be prepared to enter into a contract with the GTAC.

## **10. COMMUNICATION**

Professional Services Procurement (PSP) within GTAC shall 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.

## **11. COUNTER CONDITIONS**

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

## 12. 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.

## 13. FRONTING

- a. The GTAC 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 GTAC condemns any form of fronting.
- b. The GTAC, 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.

**14. TIMEFRAMES AND FORMAL CONTRACT**

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

**15. PACKAGING OF BID**

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

**15.1. FUNCTIONALITY PROPOSAL**

15.1.1. Bidders must submit only original hard bid proposal. The **original file/envelop** must be packaged as follows and clearly marked as “Original”.

<b>Part 1a: Standard Bidding Documents and Administrative Compliance</b>	
1	SCM SBD 1 – Invitation to bid
2	SCM SBD 4 – fully completed and signed Bidder’s Disclosure
3	SCM SBD 6.1 – Completed and signed Preference Points Claim Form
4	Central Supplier Database (CSD) Registration Report or CSD Registration pin number. ID copies of shareholder/s or Directors of the company to be submitted for screening purposes. (State Security Agency).
<b>Part 1b: Technical proposal</b>	
5	Bidder’s technical proposal cover page
6	Technical proposal <ul style="list-style-type: none"> <li>• All technical proposal requirements to be provided as per attached TOR</li> </ul>
7	Other supporting documents

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

**15.2. FINANCIAL/PRICE PROPOSAL**

15.2.1 The bidder must submit **original financial/price proposal and the envelope** must be clearly marked as follows:

**NB:** In this envelope, the bidder shall provide the SBD 3.3/ financial proposal completed and signed including supporting documents if necessary.

**GTAC 026-2023-24: THE PROVISION OF EVALUATIVE SERVICES: REVIEW OF SECTOR-BASED ENTERPRISE DEVELOPMENT INTERVENTIONS AND THE CREATION OF POLICY RECOMMENDATIONS TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC).**

<b>BID DESCRIPTION:</b>	<b>THE PROVISION OF EVALUATIVE SERVICES: REVIEW OF SECTOR-BASED ENTERPRISE DEVELOPMENT INTERVENTIONS AND THE CREATION OF POLICY RECOMMENDATIONS TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC).</b>
<b>BID No:</b>	<b>GTAC: 026-2023-24</b>
<b>Submission closing date:</b>	<b>Wednesday, 03 April 202s4</b>
<b>Submission closing time:</b>	<b>11:00 am</b>
<b>Name of bidder:</b>	
<b>Contact number of bidder:</b>	
<b>Address of bidder:</b>	

**16. 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](mailto:psp@gtac.gov.za)

**NB: BID PROPOSALS MUST BE DEPOSITED IN THE GTAC TENDER BOX SITUATED AT RECEPTION AREA, GROUND FLOOR AT 240 MADIBA BUILDING, CORNER THABO SEHUME AND MADIBA STREETS IN PRETORIA (RSA) NATIONAL TREASURY BUILDING.**

**NB: ANY BID PROPOSAL DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX WILL BE DISQUALIFIED.**



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	GTAC 026-2023-24	CLOSING DATE:	03 APRIL 2024	CLOSING TIME:	11h00
DESCRIPTION	THE PROVISION OF EVALUATIVE SERVICES: REVIEW OF SECTOR-BASED ENTERPRISE DEVELOPMENT INTERVENTIONS AND THE CREATION OF POLICY RECOMMENDATIONS TO THE GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC).				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
GTAC TENDER BOX AT RECEPTION AREA GROUND FLOOR					
240 MADIBA STREET					
NATIONAL TREASURY BUILDING					
CNR THABO SEHUME AND MADIBA STREETS, PRETORIA (RSA)					
<b>NB: ANY BID PROPOSAL THAT WILL BE DEPOSITED IN THE NATIONAL TREASURY TENDER INFORMATION BOX MAY NOT BE CONSIDERED.</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Aletta Mbuyane		CONTACT PERSON	Aletta Mbuyane	
TELEPHONE NUMBER	012 315 5867		TELEPHONE NUMBER	012 315 5867	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	<a href="mailto:psp@gtac.gov.za">psp@gtac.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:psp@gtac.gov.za">psp@gtac.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



### Application for a Tax Clearance Certificate

#### Purpose

Select the applicable option .....Tenders  Good standing

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

Two empty text input boxes for stating the purpose of the 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	C O D E		N U M B E R		Fax no	C O D E		N U M B E R				
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	C O D E		N U M B E R		Fax no	C O D E		N U M B E R				
E-mail address												
Physical address												

**Particulars of tender** (If applicable)

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	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

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

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

CCYY - MM - DD

Date

Name of representative/agent

agent

**Declaration**

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

CCYY - MM - DD

Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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: ..... GTAC 026-2023-24

**CLOSING TIME 11:00 AM ON 03 April 2024**

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF **ALL APPLICABLE TAXES
---------	-------------	---------------------------------------------------------------

**GTAC 026-2023-24: Provision of Evaluative Services: Review of Sector-based Enterprise Development Interventions and the Creation of Policy Recommendations to the Government Technical Advisory Centre (GTAC).**

- Services must be quoted in accordance with the attached Terms of Reference.
- The price/ financial proposal for this RFB must be submitted in South African Rands (Vat Inclusive), the firm price shall be applicable for the duration of the contract.
- All prices quoted **must** be inclusive of all applicable taxes, if no indication is given, prices will be evaluated as all-inclusive.
- Bidder is required to indicate the unit price per policy briefs as listed below:

#	Description	Unit price	Total price (Incl VAT)
<b>1</b>	<b>Discovery Phase</b>		
1.1	Mining the data and information available on the Jobs Fund as a whole and the selected interventions		
1.2	A series of engagements with the JF team, JF management, Investment Committee members, JF Partners, and other relevant stakeholders.		
1.3	Producing a pilot review on the selected sector and associated interventions, which includes the research papers and associated policy brief		
1.4	Documenting lessons learned with respect to Discovery Phase piloting.		
<b>Total for Discovery Phase</b>			
<b>2</b>	<b>Roll-out Phase</b>		
2.1	Setting out a new project plan for delivery.		
2.2	Mining the data and information available on the selected sectors and associated interventions		

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

#	Description	Unit price	Total price (Incl VAT)
2.3	A series of engagements with the JF team, JF management, Investment Committee members, JF Partners and industry stakeholders		
2.4	Producing reviews on the selected interventions and sectors, which includes the research papers and associated policy briefs (maximum of 10)		
<b>Total for Discovery Phase</b>			

5. A completed budget (in South African Rand, including VAT) for ten (10) reviews (\*\*All applicable taxes)

R\_\_\_\_\_

6. Are you a VAT vendor? Yes/No

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

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

---

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

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



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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Price	80	
The specific goals allocated points in terms of this tender.	20	
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 and/or 1993 Constitutions.	10	
Women percentage of ownership: 30% and Above	10	
<b>Total Points.</b>	<b>100</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

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

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



National Treasury  
REPUBLIC OF SOUTH AFRICA

### ***TERMS OF REFERENCE***

**For the Provision of Evaluative Services: Review of Sector-based Enterprise Development Interventions and the Creation of Policy Recommendations to the Government Technical Advisory Centre (GTAC).**

### **Programme Identification**

Name of Client	GTAC/Jobs Fund
Name of Project	<b>Review of Sector-based Enterprise Development Interventions and the Creation of Policy Recommendations</b>
Contracting Authority	Government Technical Advisory Centre (GTAC), National Treasury
Accountable Officer	Head of the Jobs Fund
Project Purpose	For the Provision of Evaluative Services to the GTAC/ Jobs Fund

## Contents

1	Request for Proposal .....	3
2	Background & Study Objectives.....	3
2.1	The Jobs Fund .....	3
2.2	Study Objectives .....	4
3	Scope of Services to be Provided.....	5
3.1	Phased Approach.....	6
4	Evaluation Questions .....	6
5	Selection of Job Creation Models .....	7
6	Expected Outputs.....	8
6.1	Milestones .....	8
7	Proposals .....	9
8	Submission Requirements .....	9
8.1	Administrative Compliance (Phase One) .....	10
8.2	Functional Evaluation (Phase Two) .....	11
8.2.1	Stage One: Technical Desktop Evaluation.....	12
8.2.2	Stage Two: Interview .....	13
8.3	Preferential Procurement Evaluation Based on 80/20 Principle (Phase 3) .....	14
9	Financial Implications .....	15
10	Contracting Authority.....	15
11	Bid Validity Period .....	15



# 1 Request for Proposal

Suitably qualified service providers are requested to produce a series of Policy Proposals that are based on the Jobs Fund's experience in implementing job creation and social impact interventions in various sectors. **These reviews will focus on enterprise development (ED) interventions.**

The target audience for the Policy Briefs is the National Treasury, the Department of Employment & Labour, the Presidency, the Department of Planning, Monitoring & Evaluation, the Department of Economic Development & Tourism, the Department of Trade & Industry, provincial treasuries, NEDLAC constituencies, the ESG Corporate Sustainability community, and implementers of enterprise development and support for workseekers projects.

An appropriately skilled evaluation team is sought to conduct this review for the Jobs Fund (hereinafter referred to as the Fund and/or the JF).

## 2 Background & Study Objectives

### 2.1 The Jobs Fund

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

The President announced the Jobs Fund during the State of the Nation Address on 10 February 2011. The objective of the Jobs Fund is to co-finance innovative public and private sector initiatives that will significantly contribute to job creation. The Jobs Fund operates on challenge fund principles, as a catalyst for innovation and investment in new ways of working that directly contribute to long term sustainable employment creation.

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

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

The Jobs Fund assists partners in piloting innovative approaches to sustainable job creation through four funding windows, namely, Enterprise Development, Support for Work-seekers, Infrastructure, and Institutional Capacity Building. The Fund accepts applications from the private, public, and non-governmental sector during calls for proposals and project partners are required to share both risk and costs by matching the grant fund allocation generally on a ratio of 1:1.

As well as focusing on creating jobs for the unemployed, the Jobs Fund has an explicit learning and knowledge dissemination agenda, which is intended to encourage new thinking and new approaches to job creation. During the implementation process, a significant body of learning has been generated. Project evaluations and research studies present an opportunity to document and share these insights in terms of what models are most successful in job creation and which of these models are replicable, show promise for scalability and can inform policy adjustments.

## 2.2 Study Objectives

The Jobs Fund is seeking to identify and document key blockages in the regulatory and policy environment that prevent the productive roll out of job creation and social impact interventions in particular economic sectors. Furthermore, the Jobs Fund is looking to convert its lessons and experiences, in implementing various job creation models, into learnings that can support cutting-edge policy recommendations. The outcomes will inform a series of Policy Briefs that will be shared with the target audience.

The Policy Briefs need to:

- Highlight key learnings with respect to breaking down barriers that inhibit doing business, creating jobs, delivering quality service, and making a positive social impact,
- Make recommendations on what government should be doing to support organisations to intervene in these sectors, with respect to:
  - How this can be funded,
  - What regulation needs to be in place to encourage ease of doing business, providing services, etc., and
- Propose policy adjustments that could translate into universal rules of general application across government and the private sector.

This Terms of Reference (ToR) is focused on ED-related interventions. These projects are focused on the support and growth of small, medium, and micro enterprises (SMMEs) and are underpinned by the premise that as enterprises grow, they create demand for labour. Support to SMMEs includes the provision of funding, skills development training, infrastructure investment, removing barriers to market access, improving, or broadening supply chains in the value chain to promote SMME inclusion, etc.

### 3 Scope of Services to be Provided

The selected service provider will be required to assess up to 10 ED-related job creation models through the review of supported Jobs Fund projects implementing said models, and:

- 1) Identify the critical elements that underpin the models' success, juxtaposing these to similar failed models (where applicable) either within the Jobs Fund portfolio or elsewhere,
- 2) Draw evidence-based conclusions about the models' efficacy, considering their specific responses to industry barriers, the current economic environment, prevailing fiscal constraints and assessing these against other comparable models in the market,
- 3) Present actionable policy recommendations on how government can better support these interventions.

It should be noted that up to three Jobs Fund projects may be implementing a similar job creation model in the same sector and thus each review will need to consider the experiences and learnings from potentially more than one project.

There are two outputs for each of the reviews:

- 1) A 10-to-20-page evidence-based research report on the sector, and
- 2) A 3-to-5-page policy brief.

The selected service provider will be required to collect and synthesise information through:

- **Desktop research** -
  - Project documentation:
    - Applications,
    - Appraisal documents,
    - Grant agreement and PIMP,
    - Project Quarterly Reports [*accessed via the GMS*]),
    - Evaluations,
    - Project Self-evaluation and Close-out Reports (PCRs),
    - Case studies, etc.
  - Other relevant sectoral information.
- **Key Informant Interviews** - Gathering further information on project models through interviewing:
  - Jobs Fund staff – who will be able to provide significant insights,
  - JF Partners and beneficiaries,
  - Industry bodies and other stakeholders, where appropriate.

Although the final output for the job creation model review is a 3-to-5-page policy brief, the work that goes into a single review is significant and requires an appropriately experienced team, with significant economic policy analysis, labour market review, and data mining expertise.

### 3.1 Phased Approach

A phased approach will be taken in the delivery of this work, i.e., the Jobs Fund commences with a “**discovery phase**” which includes the review of one key area (sector-based) early in 2024, namely, **Health-related enterprise development interventions**. Thereafter, the study will expand to further sector-specific interventions during the 2024/25 financial year. This second phase (the roll-out phase) will be informed by the learnings and good practice from the first two reviews.

This is further highlighted below:

- **Discovery phase** – Establishing a good understanding of the Jobs Fund’s mandate and how it operates, as well as delving into the detail on the two selected sectors of enquiry. This will involve:
  - Mining the data and information available on the Jobs Fund as a whole and the selected interventions,
  - A series of engagements with the JF team, JF management, Investment Committee members, JF Partners, and other relevant stakeholders,
  - Producing a pilot review on the selected sector and associated interventions, which includes the research papers and associated policy brief, and
  - Documenting lessons learned with respect to Discovery Phase piloting.
- **Roll-out phase** – Building on the documented lessons from the Discovery Phase, this phase involves the roll-out of the balance of the selected sectors of enquiry. This will include:
  - Setting out a new project plan for delivery,
  - Mining the data and information available on the selected sectors and associated interventions,
  - A series of engagements with the JF team, JF management, Investment Committee members, JF Partners, and
  - Producing reviews on the selected interventions and sectors, which includes the research papers and associated policy briefs.

The appointed service provider will be issued with specific Intention to Perform Work (IPW) requests per the required deliverable. This IPW will state the number of sector-based reviews to be undertaken, the associated outputs, the timeline, and the agreed cost. It is expected that Phase 2 will be done in batches, with each batch expected to be completed within 3 months.

## 4 Evaluation Questions

While the final set of evaluation questions will be confirmed between the Jobs Fund and the selected service provider, the following initial questions have been set out:

- 1) What barriers to job creation and social impact exist in the identified sector?
- 2) What are the gaps (public policy and otherwise) in the way these barriers have been addressed historically?

- 3) How have Jobs Fund projects, working in this space, tried to address the barriers facing the sector?
- 4) Are there existing rules and regulations that hinder or slow the intervention from achieving its objectives?
- 5) What elements of the Jobs Fund supported projects have proven successful and have implications for wider policy application in the sector?
- 6) If government is to support interventions in the sector:
  - a. What should government's role be?
  - b. How would this be funded (e.g., tax incentives to businesses, output-based funder, etc)?
  - c. What elements of sector interventions should government fund?
  - d. What would be the optimum level of a government subsidy supporting the sector?
- 7) To what extent would the application of these policy recommendations improve job creation in the sector (in terms of new or placement jobs; job tenure; etc)?
- 8) What other social benefits would accrue (to the sector and in society) in the application of these policy recommendations?

A deep understanding of the projects' financial models is also critical in responding to the above.

## 5 Selection of Job Creation Models

The Jobs Fund team will consider the portfolio of projects, and based on past research and monitoring results, identify key areas that the study will focus on. These areas will consider the project implementation model, as well as the sector/industry in which the initiative is rolled out. Some examples are included below:

- SMME Support in the Health care sector (selected for Phase 1),
- SMME Support in the Education sector, and
- Cross-sector SMME investment through guarantee mechanisms.

The Jobs Fund team will confirm the areas to study with the service provider in Phase 2 of the initiative. It should be noted, however, that the Jobs Fund portfolio includes projects that implement in the following sectors:

- 1) Construction
- 2) Agriculture
- 3) Training & Education
- 4) Government
- 5) Transport
- 6) Manufacturing
- 7) Trade
- 8) Finance
- 9) Global Business Services (including BPO)

- 10) Utilities
- 11) Health

## 6 Expected Outputs

The following outputs are expected:

1. Work plan.
2. Progress reports.
3. Draft research report and policy brief.
4. Presentation of draft outputs.
5. Final research report and policy brief that responds to the agreed learning questions and incorporates feedback obtained during the presentation and from specific comments on the draft report and policy brief.
6. Presentation of the final report and policy brief.
7. Detail on the approaches, methods, informants, data collection instruments and collected data (in excel where applicable).

GTAC reserves the right to not appoint a service provider should they have secured other work with the Jobs Fund.

GTAC reserves the right to cancel the contract with a service provider should the service provider not deliver a quality product as per the expected standard of the Jobs Fund.

### 6.1 Milestones

Presented below are the milestones envisaged for Phase 1 of the study. The specific details will need to be confirmed in negotiation with the Jobs Fund to ensure the timely completion of the assignment and delivery of the envisaged reports.

Table 1: Milestones

	KEY ACTION	DELIVERABLE
1	Contracted finalised with service provider	Signed SLA
2	Instruction to Perform Work (IPWs) for Phase 1 issued and inception meeting held	Signed IPW
3	Service provider commences with desktop research	Workplan
4	Service provider continues with the reviews	Progress Report
5	Service provider continues with the reviews	Progress Report
6	Service provider continues with the reviews	Progress Report

	KEY ACTION	DELIVERABLE
7	Service provider produces the first draft of the research report and policy brief and presents to the Jobs Fund	Draft research report Draft policy brief Presentation
8	Service provider produces the final report and the policy brief	Final research report Final policy brief Presentation
9	JF Approves final version once all comments are addressed	Approved Research report and Policy brief

Phase 2 timelines will be confirmed in the IPWs to be issued closer to the time.

## 7 Proposals

Based on the brief outlined in the Terms of Reference, the service provider is requested to submit a proposal which includes:

- 1) Their understanding of the brief and their approach to the work.
- 2) Their experience and expertise in producing policy briefs and conducting the research required to inform said brief.
- 3) The personnel proposed to conduct the reviews.
- 4) A portfolio of evidence, i.e., examples of several policy briefs and associated research reports that they have developed in the past (that relate to the request in this ToR).
- 5) A completed budget (in South African Rand, including VAT) for ten (10) reviews (**the budget template provided must be used**).

**NB: Service providers are to note that they cannot subcontract this work to other organisations.**

## 8 Submission Requirements

The evaluation of proposals is based on the following two-stage process which is highlighted in the table below.

Table 2: Evaluation Phases

STAGE	DESCRIPTION
Phase One	<b>Administrative Compliance.</b> Completeness and submission of SBD forms and any other related documentation as per paragraph 8.1.
Phase Two	<b>The functionality evaluation will be conducted in two (2) stages (section 8.2):</b> <ul style="list-style-type: none"> <li>• Functionality Evaluation: Technical Desktop Evaluation; and</li> </ul>

STAGE	DESCRIPTION
	<ul style="list-style-type: none"> <li>Functionality Evaluation: Presentation &amp; Interviews.</li> </ul> <p><b>Functionality Evaluation: Stage 1: Technical desktop evaluation</b></p> <p>The Proposals will be assessed based on the criteria below on 8.2.1. Only bidders that meet the minimum threshold of 70% will be evaluated further for presentation &amp; interviews Stage.</p> <hr/> <p><b>Functionality Evaluation: Stage 2: Presentation &amp; Interviews (section 8.2.2)</b></p> <p>Only bidder's that meet the 70% threshold for both the technical evaluation and interviews will be considered for Price and Specific Goals evaluation in terms on Preferential Procurement Regulation (PPR) 2022.</p>
Phase Three	<p><b>Price and Specific Goals</b></p> <p>Preference points in the 80/20 formula will be awarded to bidders for attaining a score for elements as indicated in paragraph 8.3. Bidders must provide the required information for evaluation purposes.</p>

It should be noted that the stages are considered to be separate processes and, as a result, the score from Stage One will not be used in Stage Two to calculate a total overall score. These two stages are mutually exclusive and will be treated as such in the appraisal.

### 8.1 Administrative Compliance (Phase One)

During this phase bid documents will be reviewed to determine compliance with tax matters and the Central Supplier Database (CSD) at the closing date and time of bid.

All bid proposals will also be assessed for compliance with the administrative requirements of the bid:

Table 3: Administrative Requirements

Document to be submitted	Requirement
Hard copy proposal delivered to GTAC tender box before closing date and time	Delivery of a hard copy proposal before the closing date and time.
Invitation to bid – SBD 1	Complete and sign the supplied pro forma document.
Central Supplier Database (CSD) Registration Report or CSD Registration number or SARS Pin	Bidders <b>must</b> be registered on the Central Database System (CSD) at the closing date and time of the bid.
Pricing Schedule-SBD 3.3	Completed and sign the supplied pro forma document.



Document to be submitted	Requirement
Declaration of Interest – SBD 4	Complete and sign the supplied pro forma document.
<p><b>Note:</b></p> <p><i>Bidder's must submit the attached SBD 4 document. A bid may be disqualified if this disclosure is found not to be true and complete in every respect. The following definitions should be considered when completing the form:</i></p> <ul style="list-style-type: none"> <li>- <i>“Person” means a bidder or supplier or shareholder, director, trustee, partner, member of a bidder or supplier having the controlling interest in the bidder or supplier.</i></li> <li>- <i>“State” means a national or provincial department, national or provincial public entity or constitutional institution, a municipality or municipal entity, a provincial legislature or parliament.</i></li> </ul>	
Preference Point Claim Form – SBD 6.1	Complete and sign the supplied pro forma document.

### Tax Clearance Status

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

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

## 8.2 Functional Evaluation (Phase Two)

The evaluation of proposals is based on the following two-stage process which is highlighted in the table below.

Table 4: Functionality Stages

STAGE	DESCRIPTION
One	The Proposals will be assessed based on the criteria below and bidders that meet the minimum threshold of 70% will be invited to participate in Stage 2.
Two	Selected bidders will be required to attend a session whereby they will present their proposal to a panel and thereafter will be interviewed. Those bidders reaching a minimum threshold of 70% for the interview will be considered for appointment.

### 8.2.1 Stage One: Technical Desktop Evaluation

Bidders are expected to submit a written proposal as per the requirements set out in this ToR. The evaluation criteria for the proposal are listed below.

The Proposals will be assessed based on the criteria below on and only bidders that meet the minimum threshold of 70% will be evaluated further for the presentation and interviews Stage.

Table 4.1: Functionality Evaluation Criteria stage 1: Technical desktop evaluation

No.	EVALUATION CRITERIA	SCORING	WEIGHT
1	<b>Portfolio of Work (PoW)</b>	Scoring on a scale of 1 to 5 where: <ul style="list-style-type: none"> <li>• 5 = Excellent (PoW is relevant to the work as outlined in the ToR and responds directly to requirements. The depth of analysis and insight in the documents is aligned to the Jobs Fund standard. The layout, grammar and spelling are of a very high standard. The service provider is likely to be able to deliver products and services that significantly exceed expectations).</li> <li>• 4 = Above average (PoW is relevant to the work and responds directly to requirements. The depth of analysis and insight in the documents mostly meets the required standard. The layout, grammar and spelling are of a good standard. The service provider is likely to be able to deliver the products and services that meet the minimum expectation).</li> <li>• 3 = Average (PoW is relevant in part to the work outlined in the ToR. The depth of analysis and insight in the documents is fair and in some instances is aligned to the Jobs Fund standard. The layout, grammar and spelling are average. The service provider is likely to be able to deliver some of the products and services at the standard the Jobs Fund requires).</li> <li>• 2 = Below average (PoW has limited relevance to the work outlined in the ToR. The depth of analysis and insight in the documents is mediocre and is not aligned to the Jobs Fund’s typical standard. The layout, grammar and spelling are mediocre. The service provider is unlikely to be able to deliver at the standard the Jobs Fund requires).</li> <li>• 1 = Poor (PoW is not relevant to the work as outlined in the ToR. Depth of analysis is lacking. The layout, grammar and spelling are of a very low standard. The service provider is unlikely to be able to deliver the required services and products to the Jobs Fund as required).</li> <li>• 0 = No information provided</li> </ul>	40

No.	EVALUATION CRITERIA	SCORING	WEIGHT
	<b>Approach to the Study</b>	Scoring on a scale of 1 to 5 where: <ul style="list-style-type: none"> <li>• 5 = Excellent (The overall proposal and analyses put forward directly responds to the ToR, are plausible [considering the timeline and proposed expertise], offers novel and practical ideas, and is likely to significantly exceed expectations)</li> <li>• 4 = Above average (The overall proposal and analyses put forward respond to the ToR, are plausible [considering the timeline and proposed expertise], offers practical ideas, and is likely to exceed expectations)</li> <li>• 3 = Average (The overall proposal and analyses put forward respond to the ToR; are plausible [considering the timeline and proposed expertise], and will meet expectations)</li> <li>• 2 = Below average (The overall proposal and analyses put forward respond in part to the ToR; but are implausible [considering the timeline and proposed expertise], and will not meet expectations)</li> <li>• 1 = Poor (The overall proposal and analyses put forward do not respond to the ToR; are implausible [considering the timeline and proposed expertise], and will not meet expectations)</li> <li>• 0 = No information provided</li> </ul>	60
	<b>Total</b>		<b>100</b>
	<b>Minimum threshold</b> Bidders who are successful in meeting the functionality threshold of 70% will be required/invited to attend an interview.		<b>70%</b>

### 8.2.2 Stage Two: Interview

Those bidders that meet the minimum threshold in Stage One will attend an interview, which will include delivering a presentation to the evaluation panel. This process will be used to verify the following:

- Demonstration of knowledge and skills (Weight: 40%)
- Demonstration of the understanding of the ToR (Weight: 60%)

Table 4.2: Functionality Evaluation Criteria- Stage 2: Presentation and Interviews. The evaluation criteria for stage 2 are as follows:

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
	Demonstration of knowledge and skills	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level)	40%

NO	EVALUATION CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT
		2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	
	Demonstration of the understanding of the ToR and responsiveness of the proposal to the ToR	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	60
	<b>Total</b>		<b>100</b>
	<b>Minimum threshold</b> Only bidders who meet the 70% threshold for the functionality evaluation in the interviews (stage 2) will be considered for PPR of 2022.		<b>70%</b>

**Only bidder's that meet the 70% threshold for both the technical evaluation and interviews will be considered for Price and Specific Goals evaluation in terms of Preferential Procurement Regulation (PPR) 2022.**

### **8.3 Preferential Procurement Evaluation Based on 80/20 Principle (Phase 3)**

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

Table 5: Specific Goals

<b>Price</b>	<b>80</b>
<b>The specific goals in terms of this tender</b>	<b>20</b>
Above 30% ownership for Historically Disadvantaged Individuals who had no franchise in national elections before the 1983 or 1993 Constitutions.	10
Women percentage of ownership: 30% and above	10
<b>Overall Total score</b>	<b>100</b>

Table 6: Defining Terminology

Terminology	Definition
<b>Black People</b>	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation before 27 April 1994; or II. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date.
<b>"Specific goals"</b>	means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in <i>Government Gazette</i> No. 16085 dated 23 November 1994;
<b>Historically Disadvantaged Individual (HDI)</b>	means a South African citizen:  1. who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the interim Constitution); and/or  2. who is a female; and/or  3. who has a disability.  provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

## 9 Financial Implications

**Service providers must budget for 10 sector reviews.** The final price may be negotiated between GTAC and the service provider.

It should be noted, however, **that the number of assigned reviews is not guaranteed.** The appointed service provider will be issued with specific Intention to Perform Work (IPW) requests per required deliverable. This IPW will state the exact assignment to be undertaken and associated outputs, the timeline, and the agreed cost.

## 10 Contracting Authority

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

## 11 Bid Validity Period

The bid will be valid for a period of 90 (ninety) days from the closing date of the bid.

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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



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

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

- 2. Application**
- 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](http://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.