

## 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 009-2018	CLOSING DATE:	20 APRIL 2018	CLOSING TIME:	11 AM
DESCRIPTION	ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3) YEARS.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>GTAC TENDER BOX</b>					
<b>GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC): NATIONAL TREASURY</b>					
<b>240 MADIBA STREET (CORNER THABO SEHUME STREET), PRETORIA</b>					
<b>24TH FLOOR RECEPTION AREA. (FAILURE TO DEPOSIT THE BID DOCUMENT IN A CORRECT TENDER BOX WILL LEAD TO IMMEDIATE DISQUALIFICATION)</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER (Must be the same as CSD primary contact)					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS (Must be the same as CSD primary contact)					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT  <input type="checkbox"/> Yes  <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/> AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		<input type="checkbox"/> A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		<input type="checkbox"/> A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?  <input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		.....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
<b>2. TAX COMPLIANCE REQUIREMENTS</b>								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

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

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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


### Particulars of applicant

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

### Particulars of representative (Public Officer/Trustee/Partner)

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

Tender number

Estimated Tender amount R  ,

Expected duration of the tender  year(s)

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

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

If "YES" provide details

YES	NO
-----	----

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

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

Signature of representative/agent

-  -

Date

Name of representative/agent

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

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/  
Public Officer

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

## SBD 4

## DECLARATION OF INTEREST

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

<sup>1</sup>"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....  
.....

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

YES/NO

2.10.1 If so, furnish particulars.

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

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

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number



**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

November 2011

**Bid number:** GTAC: 009-2018  
**Description:** ESTABLISHMENT OF A GOVERNMENT TECHNICAL  
ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL  
ADVISORS FOR A PERIOD OF THREE (3) YEARS.  
**Closing time:** 11h00 am  
**Closing date:** Friday, 20 April 2018

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

**BID NUMBER GTAC 009-2018: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

### INFORMATION TO BIDDERS

Reference: GTAC009-2018

Description: **ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

Closing time: 11h00 am

Closing date: Friday, 20 April 2018

#### 1. CONTENTS OF THE BID DOCUMENT

Bid Doc.	Title	Type	Purpose
0	Information to Bidders	pdf	For Information
<b>ITEM 1: FOR VARIOUS TECHNICAL ADVISORY SKILLS</b>			
1A	Terms of reference	pdf	Panel A skills and evaluation requirements
1B	Company profile	Ms word	For completion on the MS word.
1C	Pro forma CV	MS word	To be printed, signed and included in the bid submission To be saved on a CD and included in the bid document.
<b>ITEM 2: FOR TRANSACTION AND PUBLIC PRIVATE PARTNERSHIP ADVISORY SKILLS.</b>			
2A	Terms of reference 2A – TAS & PPP	pdf	Panel B skills and evaluation requirements
2B	Company profile	MS word	For completion on the MS word.
2C	Pro-forma CV	MS Word	To be printed, signed and included in the bid submission To be saved on a CD and included in the Bid document
<b>FOR ALL BIDS</b>			
3	Data entry spreadsheet	Excel workbook	For completion on the Excel workbook To be saved on a CD and included in the bid document (see attached <b>INSTRUCTION 1</b> ).
4	SCM SBD 1 – Invitation to bid	pdf	To be printed, filled in by hand and signed.
5	SCM SBD 2 –CSD print out with registration number	pdf	For Information
6	SCM SBD 4 – Declaration of interest	pdf	To be printed, filled in by hand and signed.
7	SCM SBD 6.1 - B-BBEE declaration	pdf	To be printed, filled in by hand and signed.
8	SCM SBD 8 - Declaration of bidder's past supply chain management practices	pdf	To be printed, filled in by hand and signed.
9	SCM SBD 9 - Certificate of independent bid determination	pdf	To be printed, filled in by hand and signed.
10	General Conditions of Contract	pdf	For Information

**BID NUMBER GTAC 009-2018: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

## **2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BIDS**

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

- Bidders must be registered on the Central Supplier Database (CSD) of National Treasury and must include their CSD registration numbers in the bid document.
- Interested parties with the necessary skills, experience and expertise can submit bid proposals for item 1, 2 or both.
- Bidders must complete all the necessary documents and undertakings required in the Terms of Reference (ToR). Bidders are advised that their bid proposals be concise, written in plain English and simply presented.
- Bidders may only propose a maximum of ten (10) CVs per business area (Only for evaluation of company's capabilities).
- Where applicable, proof of company registration from the Companies and Intellectual Property Commission (CIPC) or other Organisation Registration Authority must be submitted in the form of certified copies of registration documents.
- CVs of any one individual may only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. CVs unsigned by the respective individuals will be rejected.
- CV and company profile in the prescribed format.
- Bidders must provide supporting documentation with respect to relevant qualifications, in the form of certified copies of certificates for each CV submitted and international qualifications must be accompanied by SAQA accreditation.
- A company profile must provide a record of experience highlighting successes, elaboration on the period dedicated to a specific area as well as the specific role in the area, the extent to which the experience demonstrates a holistic view of the specialisation.
- The bidder must submit copies of identity documents of directors or shareholders of the company with the bid documents at the closing date and time of the bid
- The bidder must submit certified copies of academic qualifications of the resource/s included in the bid documents at the closing date and time of the bid.

**BID NUMBER GTAC 009-2018: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

### 3. CLARIFICATIONS

- i. Requests for clarification must be made in writing by e-mail to [psp@gtac.gov.za](mailto:psp@gtac.gov.za)
- ii. Closing date for request for clarifications will be on 9 April 2018 at 16:00
- iii. The submission reference [GTAC: 009-2018] should be mentioned in the email.
- iv. Telephonic requests for clarification will not be accepted.
- v. GTAC will respond to the requests by close of business on 13 April 2018. The clarifications will be made available to all applicants by a notification on the following websites:

[https://www.gtac.gov.za/Pages/Advertised\\_Tenders.aspx](https://www.gtac.gov.za/Pages/Advertised_Tenders.aspx)

<http://www.treasury.gov.za/tenderinfo/GTAC/tenders.aspx>/tender e-portal

### 4. EVALUATION PROCESS

#### 4.1 The evaluation process comprises the following phases:

##### 4.1.1 Phase I: Initial screening process

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

Step	Administrative Requirements	Check
1.	Master bid document (complete original signed bid document with all attachments)	Provided and bound
2.	Five (5) copies of the Bid document	Provided and bound
3.	SCM SBD 1	Completed and signed
4.	CSD print out (verification of tax compliance)	Provided
5.	SCM SBD 4	Completed and signed
6.	SCM SBD 6.1	Completed and signed
7.	SCM SBD 8	Completed and signed
8.	SCM SBD 9	Completed and signed
9.	Certified proof of company registration	Provided and certified
10.	CVs in prescribed format	Provided
11.	Certified copy of academic qualifications	Provided and certified
12.	Company profile	Completed, printed and signed. To be saved on a CD and included in the bid document
13.	Pro-forma CV	

##### 4.1.2 Phase II: Functionality evaluation

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the respective Terms of References.

##### 4.1.3 Price evaluation as per PPPFA

- a) Price evaluation will not be applicable at this stage.

**BID NUMBER GTAC 009-2018: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

## **5. MANDATORY REQUIREMENTS**

5.1 The bidder must submit two copies of CDs with their submission by the closing date.

5.2 The bidder must submit company profile and CVs in the prescribed format.

Failure to comply with the above will result in the bid being disqualified.

## **6. VALIDITY PERIOD FOR BID**

Bids shall be valid for a period of 90 days.

## **7. REGISTRATION**

Latest proof of company registration from Companies and Intellectual Property Commission (CIPC) must be submitted in the form of certified copies of the relevant registration documents

## **8. COMMUNICATION**

Professional Services Procurement (PSP) within GTAC will communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication by letter, electronic mail or any other form of correspondence to any official or a person acting in an advisory capacity for GTAC in respect of this bid between the closing date and completion of the process is prohibited.

## **9. COUNTER CONDITIONS**

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

## **10. FRONTING**

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

## **11. BID PACKAGING AND SUBMISSION**

### **11.1 All bids shall include the following:**

- The originally signed and bound master document (Technical proposal, SBD forms and CSD report)

**BID NUMBER GTAC 009-2018: ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC) PANEL OF PROFESSIONAL ADVISORS FOR A PERIOD OF THREE (3) YEARS.**

- Two copies of the CDs and;

**11.2 Bid proposals for item 1 must be packaged as follows:**

- Provide a separate envelope per business area/unit. (should a bidder opt to bid for all nine business areas, the bidder should submit 9 separate envelopes)
- Each envelope should be clearly marked.
- Five individually bound copies of the technical proposal (Company profile and CV)

**11.3 Bid proposals for item 2 shall be packaged separately and clearly marked.**

- Five individually bound copies of the technical proposal (Company profile and CV)

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

**11.5 The entire bid shall be sealed in one package.**

**12. CONTACT DETAILS:**

Professional Services Procurement, 24th Floor at GTAC, (**NOT AT THE NATIONAL TREASURY TIC**)

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

All enquiries to be directed to [psp@gtac.gov.za](mailto:psp@gtac.gov.za)

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## **INSTRUCTION 1**

### **INSTRUCTION AS HOW TO COMPLETE THE DATA ENTRY SHEET**

There are 3 TABS

TAB - INSTRUCTIONS

TAB - SPHERE

TAB – EXPERTISE



#### **TAB Instructions**

These are the instructions.

1. As a bidder you are requested to complete 2 areas of this data entry spreadsheet. TAB – SPHERE and TAB – EXPERTISE
2. A saved copy of your selections must be returned as part of your companies bid response on a CDROM.
3. In addition bidders must print the spreadsheet and return the printed spreadsheet with their tender submission.



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### **TAB – Sphere**

**Purpose:** To capture your company's Central Supplier Database number & to capture the areas in which your company has had experience in supplying services to a functional area of government

1. Sphere of government. It is important to indicate that your company has experience in providing advisory and consulting services in a functional area of government.

### **TAB – Expertise**

**Purpose:** To capture your companies area of expertise, specifically those areas of expertise that your company is willing and able to supply to government

1. The respondents need only chose the areas of expertise that they are willing to supply to government by selecting "YES".
2. The default value of "NO" simply indicates that the company has no intention of bidding to supply any expert services in that area.
3. Bidders need only chose "YES" where appropriate. They need not make any other changes to the default "NO" value.

### **SAVE and PRINT**

1. Bidders must "SAVE" the spreadsheet with the FILE NAME = EQUAL to CSD NUMBER (MAA0000XXX)
2. Bidders must "PRINT" all the pages, by selecting PRINT from your print menu on your spreadsheet applications.
3. COPY THE SPREADSHEET TO A CDROM
4. This tender process requires the saved spreadsheet for data entry and quality control
5. The saved spreadsheet must be submitted on a readable CDROM disk.

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**TERMS OF REFERENCE FOR ITEM 1**

**ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC)  
PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3)  
YEARS**

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<b>Tender reference</b>	GTAC : 009/2018
<b>Contracting authority</b>	Government Technical Advisory Centre (GTAC)
<b>Name of project</b>	Establishment of a panel of professional service providers
<b>Accounting officer</b>	Lindiwe Ndlela
<b>Purpose</b>	GTAC seeks to establish a panel of experienced service providers that will support its mandate.
<b>Planned establishment date</b>	June 2018

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## **TERMS OF REFERENCE FOR ITEM 1**

### **1 Purpose of these Terms of Reference**

**GTAC is seeking to establish its panel of professional service providers to support its operations. These terms of reference detail the specific skills and expertise required for selection onto the panel.**

**Bid proposals will be accepted from both individuals (Sole proprietor) and companies in a form of a registered entity.**

**The conditions for acceptance onto the panel will be:**

- (a) Compliance with general administrative requirements; and**
- (b) Successfully meeting the functionality evaluation criteria.**

### **2 Background Information on GTAC**

#### **2.1 General**

GTAC is a component of National Treasury, established to provide advisory services, programme management and transaction support across all spheres of government. Its central mandate is to assist organs of state build their capacity for efficient, effective and transparent public finance management and in implementing high-impact government initiatives. It provides its advice by using a range of long and short-term advisor specialist resources as well as internal specialist skills of staff.

GTAC was promulgated through a Legal Notice (35194) published in the Government Gazette on 30 March 2012. The Head office is located in the National Treasury at 240 Madiba Street, Pretoria. It has a presence in the Western and Eastern Cape where it plans to open regional offices. The establishment of GTAC brought together a number of business lines which included the PPP advisory unit; the Capital Projects Appraisal Unit; the Technical Consulting Services unit and the Performance Expenditure and Policy Analysis Unit (PEPA).

The expansion of GTAC institutionally requires that a new panel is established to functionally address a range of diverse skills, experience and competencies needed. These terms of reference provide the basis through which this will be done. It is envisaged that a new functional panel will be in place by June 2018.

#### **2.2 GTAC Business Offering**

GTAC's founding Notice indicates that it provides services to its clients as authorised by law, including agreements with the National Treasury, centre-of-government departments and organs of state. Its services are typically initiated by a request from a client organ of state. Agreements to provide services that relate to the core mandate of a centre-of-government department are subject to arrangements or direction received from the relevant department.

GTAC operates within the general guidance provided by the Minister of Finance. The Minister may, subject to applicable legislation, instruct it to:

- Provide services regarding financial planning for and the costing of policies that are being developed.
- Provide economic analysis and actuarial advice on programmes and projects.
- Perform other functions that are complementary or additional to the functions listed.

The founding Notice further prohibits GTAC from providing services in competition with the private sector or from participating in bids or supply chain operations open to private sector service providers.

- 2.3** GTAC services cover a number of business areas as set out below. More information on the organisation and its work may be found on the GTAC website.

The data entry spreadsheet is numbered according to the outline below.

**2.3.1 Capital Projects Appraisal Services (ANNEXURE A)**

- These services are provided to National Treasury and require expert's services in the appraisal of capital projects in a variety of areas:
  - Transport (roads and rail); Water and Sanitation; Energy; Telecommunications; Health and Education.
  - Types of experts needed to support these services are: Financial modellers, Spatial Planners; Economists; Financial Analysts; Engineers; Environmental Specialists.

**2.3.2 Technical Consulting Services (ANNEXURE B)**

- These services are provided to Government and Organs of state to build their capacity for better financial management and improved service delivery. These services include strengthening skills, capacity to conceptualise, planning and delivery on mandates.
- The areas in which these services are provided are Education; Economic Development; Health; Human Settlements; and Municipalities.
- Types of experts needed to support these GTAC service are: Legislative Analysts; Economists; Actuarial Scientists; Performance Management; Leadership Development; Change Management; Strategists; Procurement; Business Process Management; Operations Management Spatial and Town Planners.

**2.3.3 Public Expenditure and Policy Analysis Services (ANNEXURE C)**

- These services analyse selected government programmes in order to gain insight into the performance and cost-effectiveness of government programmes. In addition, these services also provide stakeholders the ability to assess the financing and service delivery implications of policy and programme design.
- The types of experts needed to support this service delivery are: Public Sector Economists; Monitoring and Evaluation Experts; Public Sector Micro Economists; Financial Modellers; Reporting Writing.

**2.3.4 Municipal Finance Improvement Programme Services (ANNEXURE D)**

- These services are provided to build capacity of financial management of municipalities at local and provincial levels.
- The types of services needed to support these GTAC services are Municipal and Provincial Financial Management Experts; a wide range of municipal financial expertise such as MSCOA experts, Supply Change Management Experts, Budgeting and Reporting; Asset Management; and Audit Findings Resolution Management.

**2.3.5 Jobs Fund Service (ANNEXURE E)**

- This service co-finances projects by the public, private and non-governmental organisations to contribute to job creation.
- Types of experts required: Supply Chain Management; Commercial, Corporate, Finance law; Project Financing; Socio Economic Assessment; Value Chain Analysis; Business Process Mapping and Re-engineering; Financial Investment Structuring; Grant Development Programme.

- Economic sectors in which these expert services are needed include: Agriculture; Industrialisation and exports; Innovation, science and technology.

#### **2.3.6 Communication and Knowledge Management (ANNEXURE F)**

- These services are supplied to support various functions within GTAC and they include: Knowledge Management services; communication services; Web site design for Intranets and Internets; Printed Publication and editorial services; Print publication designers; Events Management; Advertising, marketing and branding.

#### **2.3.7 Information and Communication Technology (ANNEXURE G)**

- To ensure effective service delivery in this modern digital age; GTAC undergoes a continuous process of modernising its internal and service delivery processes by using modern technology. GTAC requires expertise in a variety of ICT areas such as: Enterprise Architecture; Solution Architecture; Application Design and Development; Deployment of Applications and Support of Applications. Applications stack is primarily using Microsoft Stack and Microsoft Cloud services.

#### **2.3.8 Actuarial Services (ANNEXURE H)**

- To provide a high degree of due diligence through risk management across all GTAC services actuarial scientists are required. GTAC provides risk management advisory services to its clients directly and also as part of a package of services that GTAC normally provides. These actuarial services are provided in the area of Pension funds; Remuneration Matters; Social Insurance; Health Insurance; Retirement Policy issues; financial analysis of long term investment projects; cost-benefit modelling; capital and debt analysis; interest rate risk management.

#### **2.3.9 Financial Analysis (ANNEXURE I)**

- GTAC provides a variety of critical financial analysis services across all its services to Government, Organs of State and Local Government and PPP initiatives.
- Types of expert financial services required to support GTAC's financial analysis services: Financial analysis of long term investment projects; cost-benefit modelling; capital and debt analysis; interest rate risk management.

### **2.4 GTAC Panel utilisation**

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

Project delivery is regularly supplemented by additional skills and expertise to work jointly on projects with the long-term advisors and/or technical staff. The panel is used to source additional skills and capacity for specific projects on an “as and when” the specific needs arises. **Inclusion on the panel does not imply a contract for work.**

Individuals who are in the employ of the state will not be considered for GTAC project work.

#### **2.4.1 The selection of service providers from the panel is on a competitive basis.**

- a) Specific terms of reference are developed for required services.
- b) Bidders who could be suitable for such work are identified from the panel based on the relevant expertise (as specified in their technical proposal).
- c) Proposals will need to include, amongst others, the proposed methodology and costing and will be evaluated against the criteria set out in the specific terms of reference.
- d) Proposals are evaluated, as per the criteria set out in the specific terms of reference, and GTAC reserves the right to hold interviews with prospective bidders as part of the evaluation process.
- e) The final evaluation on specific terms of reference includes Preferential Procurement Policy Framework Act (PPPFA).

### **3 Bid submission requirements:**

#### **3.1 Bidders should ensure that the following submission requirements, which will be needed for evaluation purposes; are included in their bids:**

- a) Company\entity to profile
- b) A relevant tertiary qualification or equivalent from a recognized institution in line with your area of expertise
- c) Information in the CV should include relevant experience in the chosen area of expertise demonstrating the required competency.
- d) Project reference specifying the role played by the individual in the listed projects/assignments.
- e) Practical experience, demonstrated through the projects listed, of working in projects/assignments within one of the three spheres of government, namely Local, Provincial or National levels and other state entities.
- f) Bidders are required to submit a maximum of 10 CVs per business area: (Annexure A – Annexure I)

#### **3.2 CVs of any one individual may only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. CVs unsigned by the respective individuals will be rejected.**

### **4 Bid evaluation criteria**

#### **4.1 Functionality evaluation**

- a. Bid proposals will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. Bidders' proposals will be evaluated for functionality and only those who meet the minimum threshold of 65 percent will qualify to be placed onto the panel.
- b. Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate, score all responsive bids submitted by the bidders.
- c. Each panel member will rate individual criterion on the score sheet on a scale of 1 to 5 using the guidelines in the scoring criteria below.

- d. Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- e. The panel members will individually perform the technical evaluation of the responses received in the company/entity technical proposal **(including company profile, project references and CVs of resources for capability of the entity)** against the criteria as set out below.

#### 4.2. Functionality evaluation criteria

- a) The evaluation process will be conducted in accordance with the technical requirements. The bidder's total functionality score will be an aggregate of their score for public sector experience, professional experience and specific expertise.

Functionality evaluation criteria	Criteria	Weights
<b>A. BIDDER</b>		
<b>A1.</b> Years of experience in all spheres of government and its entities.	5 = > 5 years 4 = 4 to 5 years 3 = 3 to 4 years 2 = 1 to 2 years 1 = Less than 1 year	10
<b>A2.</b> Service delivery tools / methodology <ul style="list-style-type: none"> <li>Processes</li> <li>Applicable tools of trade (Systems)</li> <li>Administrative support</li> </ul>	5 = > 8 years 4 = 6 to 8 years 3 = 4 to 5 years 2 = 2 to 3 years 1 = Less than 2 years	15
<b>A3.</b> Track record <ul style="list-style-type: none"> <li>Provide at least 5 projects where your expertise was utilised.</li> </ul>	5 = 5 Projects 4 = 4 Projects 3 = 3 Projects 2 = 2 Projects 1 = 1 Project	10
<b>B. EVALUATION OF SUBMITTED CVS.</b>		
<b>B1.</b> Years of experience in providing professional services	5 = > 8 years 4 = 6 to 8 years 3 = 4 to 5 years 2 = 2 to 3 years 1 = Less than 2 years	15
<b>B2.</b> Relevant tertiary qualifications	5 - Masters 4 - Honours degree 3 - Degree 2 - National Diploma 1 - Matric	10
<b>B3.</b> Skills and expertise	5 = > 8 years 4 = 6 to 8 years 3 = 4 to 5 years 2 = 2 to 3 years 1 = Less than 2 years	40
<b>Total Points</b>		100
<b>Minimum Threshold</b>		65%



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**TERMS OF REFERENCE FOR ITEM 2**

**ESTABLISHMENT OF A GOVERNMENT TECHNICAL ADVISORY CENTRE (GTAC)  
PANEL OF PROFESSIONAL SERVICE PROVIDERS FOR A PERIOD OF THREE (3)  
YEARS**

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<b>Tender reference</b>	GTAC : 009/2018
<b>Contracting authority</b>	Government Technical Advisory Centre (GTAC)
<b>Name of project</b>	Establishment of a panel of professional service providers
<b>Purpose</b>	GTAC seeks to establish a panel of experienced service providers that will support its mandate.
<b>Planned establishment date</b>	June 2018

**Terms of Reference for item 2**  
**TRANSACTION ADVISORY SERVICES AND PUBLIC PRIVATE PARTNERSHIPS**  
**(TAS & PPP)**

**1. Introduction and background**

The Government Technical Advisory Centre, or GTAC, is an agency of the National Treasury, established to support public finance management through professional advisory services, programme and project management and transaction support. GTAC is a component of National Treasury; established in terms of the Public Service Act.

Transaction Advisory Service and Public Private Partnership (TAS and PPP) Unit of GTAC that provides assistance to Government Institutions in the planning, procurement and implementation of large-scale transactions for infrastructure and related services. It assists Departments and Organs of State in establishing appropriate transactional advisory support for large projects, and provides diverse advisory support for smaller transactions. It also provides support for major infrastructure procurement projects, Public Private Partnerships and service delivery improvement programmes, including project conception and registration, transaction process support, legal and financial advice. The key objective is to improve the quality of project outcomes by ensuring a link between the objectives of government and the ultimate contract. Transaction support involves transaction planning, feasibility analysis, procurement and institutionalisation.

TAS and PPP Unit also provides specialised transaction advisory services in the implementation of Public Private Partnerships (PPPs), which involves a contract between the public sector authority and a private party, in which the private party provides a public service or project and assumes substantial financial, technical and operational risk in the project. In specific instances this support may include project implementation monitoring and project implementation support on request. Transaction Advisors have an important role in the full procurement cycle from project identification, appraisal, structuring, tendering to financial close including documentation design and preparation and the training of contracting authority staff to manage the process.

Public Private Partnership (PPP) projects are required to comply with Treasury Regulation 16 of the Public Finance Management Act (PFMA) and the Municipal PPP Regulations issued in terms of the Municipal Finance Management Act (MFMA).

The following practice notes and guidance documents have been developed by the PPP Unit to assist in the implementation of PPP projects in terms of the applicable Regulations:

- Public Private Partnership Manual;
- Standardised Public Private Partnership Provisions;
- Public Private Partnership Toolkit for Tourism; and
- Municipal Service Delivery and PPP Guidelines.

In addition to its own capacity, GTAC's TAS and PPP Unit is required to have ready access to a broad base of external skills and experience. It therefore intends to create a panel of consultants to provide professional services so that the Unit may efficiently make available appropriate expertise to assist government entities with technical and regulatory support. These terms of reference define the terms and conditions for establishing such panel.

These terms of reference invite submissions of *curricula vitae* (CVs) from individual consultants including individuals from firms of professional service providers relating to the below-listed areas of expertise, to perform services consistent therewith, in terms of a specific contract between the PPP Unit and the consultant.

As and when a particular service is required, GTAC will invite service providers from the approved panel for proposals with specific terms of reference for that particular project. An appointment for that particular service will then be made accordingly following the evaluation as per the criteria issued.

## **2. Areas of expertise**

### **2.1 Financial Advisory Services**

Financial advisory and modeling skills are critical in the feasibility study and value assessment stages of the PPP project cycle. The ability to construct a financial model to assess project finance and corporate finance proposals is fundamental to the reviews undertaken by the PPP Unit which culminate in the implementation of a PPP project. A minimum of 5 (five) years of demonstrated ability to undertake increasingly complex financial analyses involving both project finance and corporate finance is the minimum requirement. Experience in analysing the financial aspects of PPPs is a basic requirement.

#### ***a) Skills competency***

- Investment and financial analysis with relevant PPP and project finance experience through to financial close
- Financial modelling
- Project structuring, project finance and other limited or non-recourse financing
- PPP procurement and structuring
- Preparation of bankable projects
- Risk analysis (identification, quantification and mitigation measures)
- Development and managing of responses to Request for Qualifications and Request for Proposals during the procurement process
- Negotiating commercial agreements
- Understanding how the market (private sector) is broken into various types of players including contractors, investors, finance and how these sub-sectors interact for PPPs
- Understanding how financial markets work

***b) Qualifications (Masters, Degree, Diploma or equivalent)***

A relevant degree or equivalent in Finance or Accounting

**2.2 Legal Advisory Services**

PPP transactions involve complex legal agreements that require more than mere legal drafting skills. Over and above drafting skills, the legal advisor must also possess negotiating, contract management and strategic skills in order to provide transaction advisory services required for PPP projects and other large infrastructure projects. At least five (5) years' experience drafting and assisting in the implementation of infrastructure development contracts is a minimum requirement, three of which should be on PPPs or similar commercial transactions.

***a) Skills required***

- Legal drafting particularly in large public sector or commercial transactions and contract negotiations
- Conducting legal due diligence on a project at various stages of the project cycle
- Negotiating of PPP or commercial agreements
- Drafting of procurement documents – RFQ and RFP – including pre-qualification questionnaires, invitations to tender and evaluation criteria
- Drafting of the PPP agreement
- Evaluation and advice on all processes and contractual solutions throughout the procurement phase, including contract negotiation
- Advisory in the planning and execution of negotiations of government contracts with the private sector or a mix of Design, Build, Finance, Maintain, Operate (DBFMO) projects

***b) Qualifications (Masters, Degree or equivalent)***

LLB/Commercial Law Degree or equivalent

**2.3 Project Officers/Managers (infrastructure Project Management)**

Project management is a generic skill, obtained through many years of managing complex, multi-year initiatives. TAS and other state institutions from time to time have a number of projects in implementation that require Project Managers/Project Officers to manage the planning and implementation of PPP projects throughout the project cycle. This includes managing the work of the transaction advisor, procurement process to the signing of the PPP agreement and financial closure, as well as managing all project stakeholders for the efficient and successful implementation of the project.

We require individuals to have a minimum of seven years of project management experience, three of which must be experience managing large and complex infrastructure projects or projects similar to PPPs.

**a) Skills required**

- Project planning and understanding of the project cycle
- Strong analytical skills – ability to obtain, evaluate and interpret factual data and to prepare accurate and complete reports
- drafting and communication skills
- Good verbal and written communication skills
- Advanced interpersonal skills and ability to communicate effectively, both orally and in writing, with senior officials and other project stakeholders
- Ability to manage diverse interests and processes in the interest of government
- Ability to lead and motivate a diverse in a project environment, resolve personality conflicts, boost team spirit and ensure tasks are completed on time and they are of good quality.
- Experience in the usage of computers and office software packages (MS Word, Excel, etc.) and advanced knowledge of spreadsheets and database package and handling of web based management systems
- Ability to work individually and in a complex team comprising individuals in many different roles
- Conflict Resolution
- Personal organization
- Risk management.

**b) Qualifications (Masters, Degree, Diploma or equivalent)**

Relevant qualification in Built Environment, Law, Finance, Project Management or any other Degree/Diploma and relevant Project Management experience

**2.4 Built Environment and related skills**

PPPs and large infrastructure projects require various built environment skills throughout the project cycle. Also, Transaction Advisory Service (TAS) from time to time requires services from built environment professionals to conduct feasibility studies, during implementation of these infrastructure projects and also on an ad hoc basis. These include but are not limited to the following disciplines:

- a) Engineering – Civil, Structural, Electrical, Mechanical and all the related sub-disciplines
- b) Other engineering disciplines – please specify
- c) Construction management
- d) Contract management
- e) Architecture

**a) Skills required**

- building and infrastructure design
- engineering design
- construction management
- quantity surveying
- property development
- infrastructure planning
- serviced working environment planning management;
- serviced working environment facilities management;
- environmental and heritage expertise
- environmental impact assessments
- environmental due diligence, including required permits and certifications;
- Identification of potential environmental risks and how submitted bids address them
- Environmental risk mitigation and the impact on the scope and technical design of a project.
- advice on PPP structuring and contracts
- preparation of tender documents – RFQ and RFP

**b) Qualifications (Masters, Degree, Diploma and/or applicable Professional registration)**

Engineering (Civil, Electrical, Mechanical, etc.), Town Planning, Construction Management, Architecture, Quantity Surveying, etc.

## **2.5 Geotechnical engineering**

TAS and other state institutions from time to time require geotechnical engineering services either as part of a transaction advisory technical stream or ad hoc geotechnical work when conducting site investigations. Submissions are invited from individuals that have skills, experience and working knowledge of geotechnical engineering and a minimum of five (5) years of experience in geotechnical work on varied sites including subsurface investigations, field tests, computer analysis and preparation of reports for submission to clients.

**a) Skills Required**

- Practical and technical geotechnical skills
- Analytical skill and ability to work as a team with other members of the project.
- Excellent knowledge in computer software pertaining to geotechnical designing
- Planning and organisational skills
- Excellent written and verbal communication.

**b) Qualifications (Masters, Degree and relevant Professional Registration)**

Civil Engineering qualification or equivalent with specialization in Geotechnical Engineering/Geology or equivalent qualification

## **2.6 Town and Regional planners, Urban Designers, Landscape Architects, Development Economists**

### ***a) Skills Required***

- Town and regional planning
- Urban design
- Landscape architecture
- Precinct planning and management
- Socio-economic surveys & analysis
- Social and environmental impacts
- Socio-economic analysis
- Economic impact assessment
- Economic modelling & projection

### ***b) Qualifications (Masters, Degree and Relevant Professional Registration)***

Town and Regional Planning, Urban Design, Landscape Architecture, Economists and other relevant qualifications; relevant registration

## **2.7 Environmental Consultants**

Services of Environmental Consultants (especially Environmental Assessment Practitioners and Environmental Engineers) are required by GTAC and other state institutions from time to time, whether as part of the transaction advisory technical stream or for ad hoc environmental management work for specific assignments. Submissions are invited from individuals that have skills, experience in strategic environmental planning, conducting basic assessments, full scoping and Environmental Impact Assessments (EIA's) in the planning and development of large infrastructure projects.

A minimum of five (5) years' experience in environmental planning on infrastructure is required.

### ***a) Skills Required***

- Understanding of Environmental Regulations
- Knowledge of the legal process requirements and public comment to assess environmental impacts, including making recommendations.
- Examine the potential environmental impact of the project;
- Assist in environmental due diligence, including required permits and certifications;
- Identify potential environmental risks and how submitted bids address them; and
- Consider the mitigation of such risks and the impact on the scope and technical design of the project.

***b) Qualifications (Masters, Degree and relevant Professional Registration)***

Masters, Degree or Diploma in Environmental Management OR any relevant qualification accompanied by demonstrable experience working in the environmental management sector. Membership/registration with any recognized professional bodies e.g. Environmental Assessment Practitioners of South Africa (EAPSA).

**2.8 Heritage Specialists**

Services of Heritage Specialists are required by GTAC and other state institutions from time to time to conduct heritage surveys for the identification of any cultural heritage resources on an identified project site. Submissions are invited from consultants that have skills and experience in heritage conservation, conducting heritage specialist studies and assessments during the planning and development of infrastructure projects.

***a) Skills Required***

- Experience in undertaking heritage assessments specific to regional cultural landscape issues
- Design and documentation of building conservation projects
- Good knowledge relating to assessment techniques and to relevant legislation, policies and guidelines
- Ability to research, analyse and solve complex and sensitive development issues
- Knowledge of relevant heritage legislation
- Excellent communication skills for negotiation with internal and external parties and the preparation of comprehensive reports
- Ability to work effectively as part of a team

***b) Qualifications (Masters, Degree, Diploma)***

Architecture, Heritage Conservation, Urban Planning, Archaeology or a related discipline. Please indicate membership of relevant associations, e.g. Association of Southern African Professional Archaeologists or any relevant accreditation

**2.9 Transport Sector Specialists**

Skills from transport specialists for a range of large transport projects are required. Submissions are invited from consultancy firms/ individuals with experience in transportation management work involving research, planning, construction or maintenance of various types of transportation systems. A minimum of five (5) years of experience in assessing the economic aspects of transport projects and other transport modes is required.



**a) Skills required :**

- transport economists
- transport planners
- strategic land use planning
- demand modelling for passengers and freight
- intelligent transport system applications,
- supply chain mapping,
- electronic systems applications.

**b) Qualifications (Masters, Degree, Diploma or equivalent)**

Transport/Civil Engineering, Transport Economics and/or Business or other related fields.

## **2.10 BEE Advisors**

Government uses procurement as a vehicle to meet its Broad Based Black Economic Empowerment (BBBEE) transformation objectives. In the implementation of large infrastructure projects it is often required for service providers to demonstrate in their tender proposals how they will practically meet these objectives. Government institutions often require services of BEE advisors to assist in advising how procurement of infrastructure projects could be structured to meet the BEE objectives. In PPP transactions BEE Advisors play a role during the feasibility stage, procurement and implementation stages.

Submissions are invited from service providers with demonstrable experience in BEE advisory. A minimum of five (5) years of demonstrable track record is required.

**a) Skills Required**

- Understanding of BEE legislation, Department of Trade and Industry stakeholders,
- Technical and practical understanding of the BEE Codes of Good Practice.
- Financial and BEE modelling, scorecard optimisation, risk management, valuation, and optimal transaction structuring
- Post project implementation analysis and monitoring

**(b) Qualifications (Masters, Degree, Diploma or equivalent)**

Business Management, Commerce, Human Resources, Labour Relations, or equivalent qualification

## **2.11 Tourism and/or Hospitality Sector**

South Africa is one of the leading countries in Africa when it comes to tourism offering through various state entities. GTAC from time to time requires specialist tourism advisory services in conducting feasibility studies and structuring of tourism projects in partnership with the private sector.

**a) Skills Required**

- Experience in undertaking a PPP feasibility study as prescribed by the PPP Tourism Toolkit
- Knowledge of developing relevant tourism and hospitality products and marketing
- Experience in developing business model relevant to tourism and hospitality
- Experience in developing tourism products on protected area
- Ability to conduct market demand assessment and forecasting

**b) Qualification (Masters, Degree and relevant qualifications)**

Masters, Degree or Diploma in Tourism/hospitality Management OR any relevant business management qualification accompanied by demonstrable experience working in the tourism and/or hospitality sector.

**2.12 Broadband Internet Infrastructure Specialists**

GTAC provides technical assistance to various institutions in planning and implementation of broadband projects. These projects entail designing and developing the backbone infrastructure and then renting out capacity to various internet service providers. Deciding on the appropriate technology requires very rare technical skills that would ordinarily not be found in the public sector. GTAC, therefore, continuously need to have access to these technical skills to assist with the planning and procurement of these broadband projects.

**a) Skills Required**

**Network Design**

- Core Internet backbone switch engineer
- Edge and aggregate internet switch and routing engineer
- Microwave and wireless backbone infrastructure engineer
- Fibre backbone and consumer end-point fibre engineer
- Wireless access aggregation engineer
- Endpoint consumer wireless router provisioning engineer
- Internet Service Provision Operations Management Design

**2.13 Aviation Services- Infrastructure planning and safety of life operations**

GTAC provides technical assistance to entities responsible for the provision of various aviation services. Appropriate technology and systems needed for the planning and implementation of this specialized infrastructure requires that GTAC has access to expertise in this field as and when projects are implemented.

**a) Skills Required**

- Civil aviation infrastructure and technology planning for Communication, Navigation and Surveillance (CNS) used in airports as well as air traffic control.
- Civil aviation infrastructure design and management of CNS technologies.

- Development, implementation and provision of civil aviation safety and security services.

### 3. Submissions

Individuals and professional services firms interested in qualifying for placement on the panel must submit one CV per individual. Each firm should limit the number of individual CVs to 5 per area of expertise or a maximum of 20 CV's per firm across all areas.

The CV for each individual must indicate the specific experience in the provision of the required area of expertise. Bidders are required to submit contact details of at least three (3) recent references who will confirm that the nominated individual has carried work mentioned in their CVs.

Bidders should ensure that the CVs they submit are for individuals who would be able and willing to carry out GTAC's assignments when required. CVs of an organisation's senior managerial staff, albeit highly qualified individuals, should not be submitted unless these individuals are prepared to give full commitment to actively carrying out the assignments.

*CVs of any one individual may only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids from other service providers. CVs unsigned by the respective individuals will be rejected.*

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

Bidders should ensure that the following submission requirements; which will be needed for evaluation purposes; are included in their bids:

1. Company profile
2. A tertiary qualification or equivalent from a recognized tertiary institution.
3. Information in the CV should include relevant experience in the chosen area of expertise demonstrating the required competency.
4. The specific the role played by the individual in the listed projects/assignments.
5. A list of computing skills including detailed knowledge and use of Word, Excel, Power Point, Microsoft project or other relevant computer packages.
6. Practical experience, demonstrated through the projects listed, of working in projects/assignments within one of the three spheres of government, namely Local, Provincial or National levels and other state entities.

The environment where these projects are implemented require individuals with the following skills and attributes :

- (a) Analytical and lateral thinking, as well as ability to be a team player;
- (b) Excellent communication skills with the ability to listen and learn;
- (c) Good facilitation skills for strategic thinking and problem solving; and

- (d) Ability to work in and guide/direct teams and groups with diverse generalist and specialist expertise.
- (e) Ability to work under consistent and continuous pressure from varied sources, yet be able to maintain support to the rest of the team.

## 5. Evaluation Criteria

### 5.1 Technical Evaluation

The basis of the evaluation process will be the submitted CVs of the resources as well as profile and experience of the service provider (firm). Thus the evaluation will be based on the qualifications, skills and experience of these individuals. The consultant's employing organization, where applicable, referred to herein as a professional service provider and the bidder, is also evaluated for the length of time it has been in existence and the support it can offer to the individual.

The technical evaluation will be carried out as follows :

- The technical proposal will be scored out of **100 points**, with a minimum threshold of **65 percent** being required.
- Each individual CV for key personnel nominated and the respective service provider in the bid will be evaluated in accordance with the criteria indicated.

### FUNCTIONALITY EVALUATION CRITERIA

The evaluation criteria table below applies to the following areas of expertise:

- Financial Advisors
- Legal Advisors

	EVALUATION CRITERIA	RATING	WEIGHT
1.	<b>EVALUATION OF PERSONNEL NOMINATED (EACH PERSON WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA)</b>		
1.1	Relevant tertiary qualifications	5 - Masters or Equivalent 4 - Professional Registration/Honours 3 - Degree or Equivalent 2 -National Diploma or Equivalent 1 - Matric	10

	EVALUATION CRITERIA	RATING	WEIGHT
1.2	<p>General professional experience in the development and implementation of government infrastructure projects in the following areas:</p> <ul style="list-style-type: none"> <li>• Infrastructure planning</li> <li>• Planning processes</li> <li>• Procurement</li> </ul>	<p>5 = &gt;10 years  4 = 7-10 years  3 = 5-6 years  2 = 3-4 years  1 = 1-2 years</p>	20
1.3	<p>Transaction advisory and other relevant project development experience in the full project cycle</p> <ul style="list-style-type: none"> <li>• Project preparation</li> <li>• Project appraisal</li> <li>• Project structuring</li> <li>• Project financing</li> <li>• Preparation of procurement documents</li> <li>• Project risk analysis</li> <li>• Negotiating PPP or commercial agreements</li> <li>• Contract management</li> </ul>	<p>5 = &gt; 10years  4 = 7-9 years  3 = 5-6 years  2 = 3-4 years  1 = 1-2 years</p>	40
2.	<b>SERVICE PROVIDER/CONSULTING FIRM</b>		
2.1	<p>Understanding of the PPP project environment or other projects implemented utilising project finance techniques.</p> <ul style="list-style-type: none"> <li>• Provide a write up that demonstrates the difference between conventional procurement and project finance/ similar turnkey transactions.</li> <li>• Provide a list of projects (maximum of 10) undertaken in the past 10 years, highlighting the involvement of the</li> </ul>	<p>5 = &gt;10 years  4 = 7-9 years  3 = 5-6 years  2 = 3-4 years  1 = 1-2 years</p>	15

	EVALUATION CRITERIA	RATING	WEIGHT
	individuals or company in the transaction.		
2.1	Years of operation of the professional service provider in transaction advisory work or similar	5 = >10 years 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	5
2.2	Administrative support, knowledge, experience within the area of expertise <ul style="list-style-type: none"> <li>Relevant systems, software, etc. (applicable tools of trade)</li> </ul>	5 = >10 years 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	10
	<b>MAXIMUM TECHNICAL SCORE</b>		<b>100</b>
	<b>MINIMUM THRESHOLD</b>		<b>65%</b>

The evaluation criteria table below applies to the following areas of expertise:

- Project Officers/Managers (Infrastructure project management)
- Built environment and related skills
- Geotechnical Engineering
- Town and Regional planners, Urban Designers, Landscape Architects, Development Economists
- Environmental Consultants
- Heritage Specialists
- Transport Sector Specialists
- BEE Advisors
- Tourism and/or Hospitality Sector
- Broadband Internet Infrastructure Specialists
- Aviation Services- Infrastructure planning and safety of life operations

	EVALUATION CRITERIA	RATING	WEIGHT
1.	<b>EVALUATION OF PERSONNEL NOMINATED (EACH PERSON WILL BE EVALUATED ACCORDING TO THE FOLLOWING CRITERIA)</b>		
1.1	Relevant tertiary qualifications	5 - Masters or Equivalent 4 - Professional Registration/Honours 3 - Degree or Equivalent 2 - National Diploma or Equivalent 1 – Matric	15
1.2	General professional experience in project planning and development; highlighting your role in the project and services rendered in your area of expertise.  Highlight the following knowledge in your sector; <ul style="list-style-type: none"> <li>• Applicable regulations and policies</li> <li>• Applicable guidelines and standards</li> <li>• Applicable systems</li> </ul>	5 = >10 years 4 = 7–10 years 3 = 5–6 years 2 = 3-4 years 1 = 1-2 years	30
1.3	General professional experience in the context of all spheres of government and its entities.  List at least 3 projects where your expertise was utilised and indicate role played by the individual	5 = > 10years 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	25

	EVALUATION CRITERIA	RATING	WEIGHT
<b>2.</b>	<b>SERVICE PROVIDER/CONSULTING FIRM</b>		
2.1	Years of operation of the professional service provider in providing professional consulting services	5 = >10 years 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	20
2.2	Back of office administrative support, including systems, software or any tools required in rendering professional services	5 = >10 years 4 = 7-9 years 3 = 5-6 years 2 = 3-4 years 1 = 1-2 years	10
	<b>MAXIMUM TECHNICAL SCORE</b>		<b>100</b>
	<b>MINIMUM THRESHOLD</b>		<b>65%</b>



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12

5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(**Tick applicable box**)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(**Tick applicable box**)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....
- 8.4 TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
  - ☐ One person business/sole propriety
  - ☐ Close corporation
  - ☐ Company
  - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]
- 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
- .....
- .....
- .....
- .....
- .....
- 8.6 COMPANY CLASSIFICATION
- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]
- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

## WITNESSES

1. ....
2. ....

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

DATE: .....

ADDRESS .....

.....  
.....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</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.

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

Js914w 2

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

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

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

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



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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

#### **25. Force Majeure**

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

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.