

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GOVERNMENT TECHNICAL ADVISORY CENTRE

BID NUMBER: GTAC: 003-2017

CLOSING TIME: 17 MARCH 2017 AT 11:00

DESCRIPTION: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

DEPOSITED IN THE BID BOX SITUATED AT:

**Tender Box GTAC
Government Technical Advisory Centre (GTAC): National Treasury
24th Floor Reception Area
240 Madiba Street (corner Thabo Sehume Street), Pretoria**

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER
 POSTAL ADDRESS
 STREET ADDRESS
 TELEPHONE NUMBER CODE.....NUMBER.....
 CELLPHONE NUMBER
 FACSIMILE NUMBER CODE NUMBER.....
 E-MAIL ADDRESS
 VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....
 A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....
 A REGISTERED AUDITOR

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

Application for a Tax Clearance Certificate

Purpose

Select the applicable 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 4

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

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R:

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/Public Officer

Notes:

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....

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

		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
		R	R
Grand total price (VAT inclusive) for the entire contract period			R

ITEM 3: mSCOA Support - Project Management Specialist (Project Manager)

Technical Advisor	Name of resource	Hourly rate (VAT Inclusive)	Total Price (VAT inclusive) for the entire contract period
		R	R

ITEM 4: mSCOA IT Specialist

Technical Advisor	Name of resource	Hourly rate (VAT Inclusive)	Total Price (VAT inclusive) for the entire contract period
		R	R

ITEM 5: mSCOA LG Database Specialist

Technical Advisor	Name of resource	Hourly rate (VAT Inclusive)	Total price (VAT inclusive) for the entire contract period
		R	R

Requirements

- 1) GTAC will make offers to successful bidders.
- 2) Fees exclude direct costs relating to project execution such as travel for which GTAC will make provision.

- 3) GTAC does not pay for LTA travel and parking costs to and from place of residence and their place work.
- 4) GTAC will not pay relocation costs or additional allowance for accommodation for successful bidders placed outside of their home town.
- 5) The financial proposal for this assignment should cover for all assignment activities as per terms of reference
- 6) Rates applicable should be in line with the hourly rates for consultants issued by the Department of Public Service and Administration (DPSA)
- 7) Period required for commencement with project after acceptance of bid _____
- 8) Are the rates quoted firm for the full period? Yes/No
- 9) If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: GTAC

Contact Person: Aletta Mbuyane
Tel: (012) 315 5867
Fax: (012) 315 5900
E-mail address: aletta.mbuyane@gtac.gov.za

Any enquiries regarding technical enquiries may be directed to –

Email address: psp@gtac.gov.za

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

TERMS OF REFERENCE

For the Identification of Service Providers to GTAC

For assignment to National Treasury, Provincial Treasury and Municipal mSCOA units for the duration of phase III of the Municipal Finance Improvement Programme

Tender reference:	GTAC : 003/2017
Contracting authority	Government Technical Advisory Centre (GTAC), National Treasury
Name of project	PN819 Municipal Finance Improvement Programme Phase III
Accounting officer	Acting Head of GTAC
Purpose	Technical assistance to support MFIP III build the financial management capacity of provincial treasuries and municipalities
Planned start date	On or about 01 April 2017

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TERMS OF REFERENCE

Provision of Long Term Advisor Services to GTAC

1 Purpose of these Terms of Reference

GTAC is seeking highly qualified, skilled, and experienced Long Term Advisors (LTAs) to provide professional services to support the Office of the Accountant General (OAG) in the implementation of the Municipal Finance Improvement Programme (MFIP) Phase III.

These terms of reference detail the general and specific qualifications, skills and experience requirements, the work that will be expected to be performed as well as other relevant contractual and working arrangements that will apply.

Offers will be accepted from individuals or companies that propose to provide individuals for this work. The basis for the evaluation will be the qualifications, skills, and experience of individuals.

Section 2 of this document sets out background information on GTAC, the OAG, MFIP III and the LTA sourcing process.

Section 3 sets out the general requirements for all LTAs.

Section 4 sets out specific requirements that will need to be met by LTAs to be contracted for the various areas of work on the MFIP III.

Section 5 sets out important contractual conditions that will apply to successful bidders.

2 Background Information

2.1 General

GTAC is an agency of National Treasury, established to provide advisory services, programme management and transaction support across all spheres of government. Its central mandate is to assist organs of state in building capacity for efficient, effective, and transparent public finance management and in implementing high-impact government initiatives.

GTAC contributes to public finance management capacity development and knowledge sharing by:

- Promoting collaborative and innovative approaches to service delivery challenges, in collaboration with partner institutions;
- Developing and adapting methodologies and tools designed to meet government and public-sector management requirements;
- Communicating and publishing evaluation reports, case studies and research papers; and
- Public finance professional development.

GTAC implements its mandate through a client-focused and project-based approach and collaborates with partners inside and outside government in the development and delivery of its services.

GTAC has been appointed by the Office of the Accountant General to appoint resources for phase III of the Municipal Finance Improvement Programme.

2.2 Office of the Accountant General

The OAG promotes and enforces transparency and effective management in respect of revenue expenditure, assets, and liabilities of institutions in all three spheres of Government. This includes the administration of the National Revenue Fund (NRF), the Reconstruction and Development Programme Fund (RDPF), and Banking Services for national departments. The OAG is also responsible for developing policies and frameworks on accounting, internal audit and risk management.

Through its capacity development unit, the OAG is committed to building capacity for sound and transparent financial management, across all three spheres of government.

2.3 Background to MFIP III

As a result of the persistent poor performance of municipalities over the past fifteen years, numerous support programmes and interventions have been initiated by both national and provincial governments in an effort to improve the capacity of local government, address inadequate service delivery issues, and enhance good governance through improved accountability and transparency.

The Municipal Finance Improvement Programme Phase is incorporated into the National Treasury (NT) Strategic Plan, and institutionalised within the NT, in the Office of the Accountant-General (OAG) through the Chief Directorate: Capacity Building. The overall strategic goal of the programme is to facilitate the improved management of the financial affairs of municipalities in terms of compliance, and effective implementation of the Municipal Finance Management Act (MFMA), Act 56 of 2003. The MFIP further supports Presidential Outcomes 9 and 12 in helping to build a responsive, effective, and efficient local government system as it relates to the MFMA, and an efficient, effective and development-orientated public service, and an empowered, fair and inclusive citizenship as it relates to local government financial management. The MFIP in its current format (MFIP II) is scheduled to conclude on 31 March 2017.

2.4 MFIP III

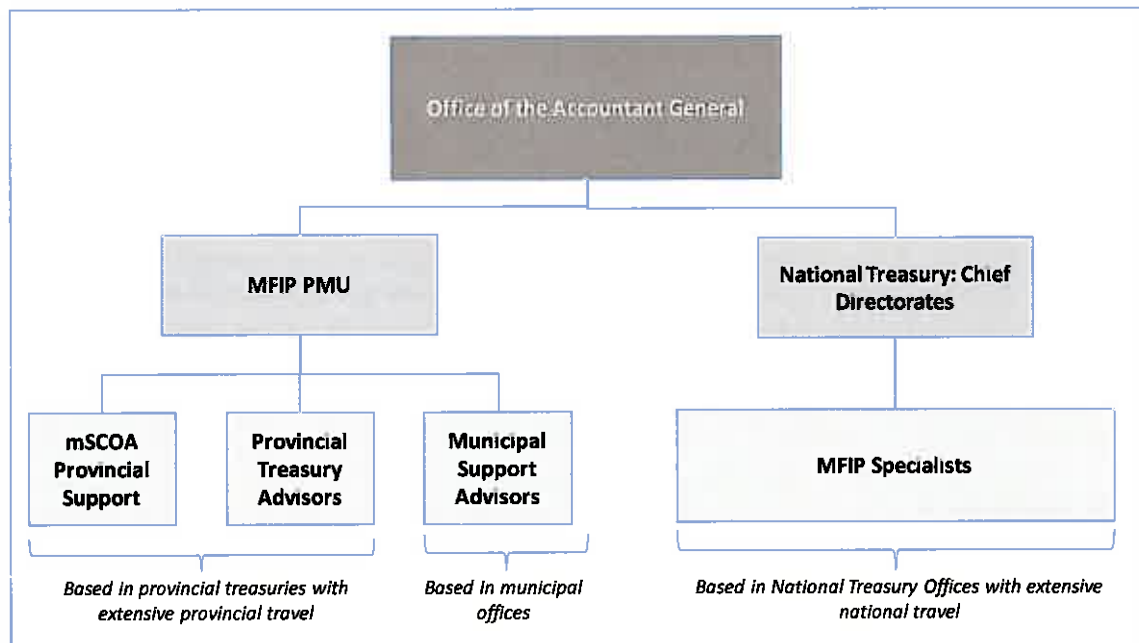
The MFIP III, scheduled to commence on 1 April 2017, is a demand driven programme of technical assistance designed to build the financial management capacity of provincial treasuries and municipalities through the placement of Long Term Advisors (LTAs) within the MFMA support units of provincial treasuries, and the Budget and Treasury Office (BTO) of municipalities. The programme is unique in that it supports these organizations in two ways:

- **Firstly, institutionally** to strengthen the ability of the organization to both capacitate those units by appointing officials to perform the obligations necessary to ensure compliance with the MFMA, and to build the capacity of those staff through training and development;
- **Secondly, technically** to help those officials ensure compliance with the MFMA provisions relating to budgeting, cash management, reporting, assets, liabilities, revenue, expenditure, supply chain management, internal audit and audit committees. The MFIP III, although still strongly focusing on compliance, will also be directed towards achieving improvement in the implementation of the performance objectives enshrined in the legislative and regulatory framework governing local government.

The programme objectives are integrated into a single MFIP III Support Plan, which combines all the necessary organisational and technical reform requirements. The MFIP III is designed to proactively strengthen the current financial management reforms and will exclude municipalities that are currently under any form of national or provincial intervention. Municipalities in this latter category may be considered in future to benefit under this programme. A given criteria must be met by municipalities before qualifying for technical support under the programme. A further core requirement for potential support under the MFIP III is that the positions of both Municipal Manager and Chief Financial Officer must be filled, before consideration for assistance will be given.

The MFIP III is also designed to provide hands-on support to provincial treasuries in enhancing their ability to fulfil their constitutional mandate of overseeing, monitoring, and supporting local government.

The MFIP III resourcing model is set out in the figure below.



The MFIP PMU will be responsible for providing the overall strategic leadership, oversight, management, and support required for the successful implementation of the Municipal Finance Improvement Programme. This will include:

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

The PMU will be led by a PMU Head who will be supported by a team of senior advisors consisting of a Lead MFIP Senior Technical Advisor, an Asset and Revenue Management: Senior Advisor; a Provincial Treasury: Senior Advisor; a mSCOA Support: Senior Advisor; and a Municipal Support and MFRS: Senior Advisor. Additional PMU resources will include a Knowledge Management Specialist, a Programme Administrator; and a Project Officer.

The PMU will oversee the work done by MFIP III LTAs deployed to the provincial treasuries and participating municipalities.

The National Treasury Chief Directorates will work with LTAs who will be appointed as specialists to co-develop cross cutting initiatives, tools and systems that can be used to strengthen Municipal Finance across the board. These specialists include a Financial Management Capability Maturity Model: Specialist, an Audit Support Specialist, a Municipal Financial Management and Reporting: Specialist, a Revenue Management Specialist, a Learning Management Specialist, and mSCOA Project Management, Data, and IT Specialists.

The table below sets out the areas of work and locations where MFIP III is seeking LTAs. It also includes an indicative number of LTAs to be contracted.

This TOR is primarily for resources in the areas of work set out in the table below. The specific reporting lines for each LTA are articulated in section 3 of the TOR.

Group	Position ID	Area of work	Number of Resources	Operating Location
Group 3: mSCOA Senior Advisors, Provincial Advisors and Specialists	P9	mSCOA Support - Senior Advisor	1	NT: Pretoria
	P10	mSCOA Support – PT Advisors	15	Provincial Treasuries
	P11	mSCOA Support - Project Management Specialist (Project Manager)	1	NT: Pretoria
	P12	mSCOA IT Specialist	1	NT: Pretoria
	P13	mSCOA LG Database Specialist	1	NT: Pretoria

2.5 LTA Technical Evaluation (Functionality)

Given that this TOR requires LTAs in several areas of work across a number of locations, bidders may offer:

- Their services for up to 3 areas of work. Where this is done, bidders must rank the area of work where their services are being offered in order of preference; and
- Their services at more than one location. Where this is done, bidders must rank their preferred operating locations in order of preference.

Qualifying bidders will only be considered for appointment in the areas of work that they have offered their services. Should their preferred locations NOT be available for whatever reason, qualifying bidders will be given the option to work in other locations only if they have indicated (on their pro-forma CV template) a willingness to work in a location that they have not indicated as a preference.

Bids that comply with the prescribed administrative requirements, as set out in the Information to bidders, will be evaluated for functionality according to the following criteria:

- Qualifications Maximum 20 Points
- General experience Maximum 30 Points
- Specific experience Maximum 50 Points.

The evaluation criteria for each of these components is elaborated in the sections below.

A bidder's final functionality score for the area of work that they have offered services for, will be the sum of their scores for qualifications, general experience and the specific experience related to that area of work. Only bidders who score a minimum of 70% for the area of work will be invited to interviews prior to consideration for Preferential Procurement Policy Framework Act (PPFA) evaluation as articulated in the information to bidders.

2.5.1 Evaluation criteria for qualifications

The evaluation criteria for qualifications with respect to all areas of work are shown in the table below.

Sub-component	Criteria	Weight per sub-component
Highest educational qualification obtained in the fields relevant to the respective LTA role (e.g., financial management, business or public administration, IT, project management)	5 = Honours degree or higher (NQF8); 4 = Degree (NQF 7); 3 = National diploma (NQF 6); 2 = National certificate (NQF 5); 1 = Matric certificate (NQF 4) <i>Candidates with non-relevant qualifications will be assigned a score one notch below their highest qualification</i>	20

Bidders must provide supporting documentation in the form of certified documents and international qualifications must be accompanied by SAQA accreditation. Candidates with non-relevant qualifications will be assigned a score one notch below their highest qualification.

2.5.2 Evaluation criteria for general experience

The evaluation criteria for general experience are shown in the table below. Specific notes applicable to each sub-component are included as footnotes to the table. These criteria will be applicable across all areas of work.

Sub-component	Criteria	Weight per sub-component
Number of years ¹ of working experience in or with local government	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	10
Number of years spent in managerial positions	5 = > 5 years in a senior management position 4 = Between 4 and 5 years in a senior management position 3 = Between 3 and 4 years in a senior management position 2 = Between 2 and 3 years in a senior management position 1 = Between 0 and 2 years in a senior management position	5
Number of years ¹ experience in financial management or a component ² thereof	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	10
Quality of bidder's submission ³	5 = Excellent (Demonstrated quality is significantly above the expected level) 4 = Good (Demonstrated quality exceeds the expected level) 3 = Average (Demonstrated quality meets the expected level) 2 = Below Average (Demonstrated quality is below the expected level) 1 = Poor (Demonstrated quality is significantly below the expected level)	5

1. Where experience is obtained through project experience in a consulting environment, bidders must explicitly state the duration of the projects in their CV.
2. With respect to experience in financial management, relevant components include Supply Chain Management, Asset Management, Financial Accounting; Management Accounting; Revenue Management; Expenditure Management; Budgeting, Financial Reporting, and Risk Management.
3. The extent to which the bid submission demonstrates the bidder's ability to structure and present information and ideas in a user-friendly manner including an ability to communicate succinctly and strategically. At a minimum, bids are expected to be well structured, to the point, follow a logical flow and clearly articulate the hierarchy of the matters raised.

2.5.3 Evaluation criteria for specific experience

Each bidder will be required to provide a record of their experience detailing their achievements, knowledge, and learnings relevant to each area of work that they are offering services for. This will be provided for in the CV template that each bidder should use (**see annexure A**). Bidders who do not provide a record of experience for an area of work will not be considered for that area of work.

The record of experience per area of work will be used to evaluate the bidder's specific experience per area of work using the criteria below. The evaluation will place an emphasis on the highlighted successes, the scale and scope of the projects and reforms implemented, the extent to which the experience demonstrates a holistic view of the specialisation and context, and demonstrates the candidate's ability to conceptualisation and lead change initiatives.

Where candidates have been employed as a CFO or Head of a Finance function, he/she must elaborate on the specific hands on experience including the reforms that he/she was actively

involved in. This elaboration should include the amount of time he/she dedicated to a specific area as well as his/her specific role in the area.

Component	Sub-component	Criteria	Weight per sub-component
P9 and P10: Specific experience: SCOA Project Management <i>(This will apply for the mSCOA Support: Project Manager and the mSCOA Support: Senior Advisor roles)</i>	mSCOA Project Manager and Senior Advisor: Demonstrated experience in project management with specific focus on accounting and IT environment	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
	mSCOA Project Manager and Senior Advisor: Years ¹ experience in project management with specific focus on accounting and IT environment	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30
P11 : Specific experience: SCOA implementations <i>(This will apply for the Provincial Treasury mSCOA Advisors)</i>	mSCOA Provincial Advisors: Demonstrated experience in the implementation of changes to charts of accounts, financial systems, and accounting.	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
	mSCOA Provincial Advisors: Years ¹ experience related to the management of charts of accounts, financial and accounting systems, and the implementation related reforms	5 = 5 years and more 4 = 4 years 3 = 3 years 2 = 2 years 1 = less than 2 years	30
P12: Specific experience: SCOA IT Systems Implementations <i>(This will apply for the mSCOA Support – IT Specialist)</i>	mSCOA IT Specialist: Demonstrated experience in financial IT systems development and implementation, project management and ability to develop and use tools to interrogate data strings and maintenance	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level)	20

Component	Sub-component	Criteria	Weight per sub-component
		2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	
	mSCOA IT Specialist: Years ¹ experience in financial IT systems development and implementation	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30
P13: Specific experience: Database development and maintenance: <i>(This will apply for the mSCOA Support –LG Database Specialist)</i>	mSCOA Support –LG Database Specialist: Demonstrated experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
	mSCOA Support –LG Database Specialist: Years ¹ experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30

1. Where experience is obtained through project experience in a consulting environment, bidders must explicitly state the duration of the projects in the record of experience for each area of work.

2.6 LTA Functionality Evaluations (Interviews)

Bidders who are successful in meeting the functionality threshold of 70% will be required to attend an interview during the period 27 March 2017 to 7 April 2017.

Interviews will be used to verify the bidder's specific experience for the area of work that they are offering services for. To this end, the interview evaluation criteria will be as follows:

- Demonstration of specific experience in **area of work** for which services are being offered. (Weight: 75); and
- Demonstrated leadership, advisory, communication and skills transfer skills (25).

Only bidders who meet the minimum interview threshold of 70% will be considered in the final PPPFA evaluation.

2.7 LTA PPPFA Evaluations

Only bidders who meet the 70% threshold for functionality in the desktop evaluation and in the interview process (where applied) will be considered for PPPFA evaluation as articulated in the information to bidders.

3 LTA requirements per MFIP III area of work

3.1 P9 - mSCOA Support – Senior Advisor

(1 resource in Pretoria)

3.1.1 Overall Objective

The broader aim of the mSCOA Advisors, under the MFIP III programme, it is to assist identified provincial treasuries and non-pilot municipalities with the mSCOA Project with regards to change management and transition to successfully implement mSCOA by 1 July 2017 and institutionalise it thereafter. The specific objectives to be pursued by the mSCOA Support: Senior Advisor include, but won't be limited to:

- Finalization of all financial technical requirements in support of the implementation of the mSCOA classification framework through extensive testing;
- Piloting of the mSCOA classification framework and associated regulatory requirements in selected municipalities across the financial applications currently operational within municipalities;
- Change management, and support to transition to mSCOA and training;
- Stakeholder and role-player management, empowerment, and capacitation; and
- Communications.

3.1.2 Specific Scope of Work

The key focus areas for the mSCOA Support: Senior Advisor will be as follows:

- General services
- Financial management
- Regulatory, policy, governance frameworks
- Skills development and capacity Building
- Knowledge management
- Change and transition management

The work priorities per focus area over the duration of the programme will include, but won't be limited to the areas highlighted below.

Focus area	Work priorities
General Services	<ul style="list-style-type: none">• Facilitate the change and transition to mSCOA (business as usual) within provincial treasuries and non-pilot municipalities;• Act as liaison officer between provincial treasury, National Treasury, non-pilot municipality, system vendors and other service providers, mSCOA Project Team, and MFIP II PMU;• Assist with the adoption and implementation of the mSCOA implementation plan within the relevant provincial treasury and non-pilot municipalities and management of associated project risks;• Share best practices and experiences with other advisors, the program, provincial treasuries and municipalities;

Focus area	Work priorities
	<ul style="list-style-type: none"> • Attend, engage and present at meetings, forums and other stakeholder and role-player engagements as and when required including active participation; • Formulate feedback presentations and associated body of knowledge; • Ensure adherence to all MFIP III and mSCOA project protocols and procedures; and • Coordinate, collate and submit inputs for MFIP III and mSCOA Project reporting purposes.
<i>Financial Management</i>	<p>Assist with the provision of strategic, tactical and operational advice on financial management disciplines and associated impact of the mSCOA classification framework (mSCOA Regulations), including but not limited to:</p> <ul style="list-style-type: none"> • Financial Accounting • General accounting matters and work procedures • Management Accounting • Revenue and Expenditure Management • Supply Chain Management • Internal Control • External and internal audit processes • Performance monitoring and evaluation • Capacity Building
<i>Regulatory, Policy, Governance Frameworks</i>	<ul style="list-style-type: none"> • Advise on submissions with financial implications to the relevant provincial treasury, National Treasury and CFO, MM, Council of non-pilot municipalities; • Provide feedback on status of mSCOA implementation at CFO, mSCOA ICF and any other relevant Forums; • Provide advice on strategy, policy and governance matters in relation to local government finance matters; • Assist with the management of risks and prevention of fraud and corruption; and • Develop best practice governance documents, procedures, policies, instruments, plans and frameworks and document relevant case studies.
<i>Skills Development and Capacity Building</i>	<ul style="list-style-type: none"> • Assist with the determination of capacity development needs and facilitate training, where appropriate; • Conduct coaching and mentoring of interns and other identified provincial and municipal staff; and • Ensure a better understanding of the mSCOA financial reporting system and processes especially as it relates to the in-year reporting framework as prescribed by the MFMA.
<i>Knowledge management</i>	<ul style="list-style-type: none"> • Assist with the preparation and introduction of a "maintenance of information" back-up and recovery plan in provincial treasuries and non-pilot municipalities; and • Assist with the introduction and maintenance of a filing system and business continuity plan associated with the mSCOA project in provincial treasuries and non-pilot municipalities.
<i>Change and transition management</i>	<ul style="list-style-type: none"> • Assist provincial treasuries in the formulation of a strategy for broader rollout of the mSCOA classification framework and associated regulatory requirements to all non-piloting municipalities; • Risk management as informed by the above mentioned strategy as to ensure all municipalities are mSCOA compliant by 1 July 2017; • Assist provincial treasuries in structuring operations in support of mSCOA and the broader financial management reform agenda for local government; • Support and assist provincial treasuries to launch and maintain an mSCOA related forum for each province; and • Advise provincial treasuries of risks and mitigating measures.

3.1.3 Project location and reporting

The mSCOA Support: Senior Advisor, for the duration of the project will be based in National Treasury: Pretoria. He/she will report to the Head of the MFIP III PMU in terms of day-to-day operational requirements and performance management. They will be required to travel nationwide over the duration of the programme. The Senior Advisor will also be required to report directly to the Chief Director within National Treasury on select mSCOA projects.

3.1.4 Specific expertise required

Successful bidders for the mSCOA Support: Senior Advisor role, over and above the LTA general capabilities, should demonstrate their experience and achievements in public management and reform, as well as project management. Emphasis must be placed on the focus areas outlined in section 3.1.2 of the TOR. Further, demonstration of the following will be advantageous:

- 1) Experience in change management and transition, including how he/ she will use this to on board the provincial treasury and municipalities;
- 2) Experience with system(s) e.g. implementation of and/ or auditing of and/ or working on a system(s);
- 3) An accounting or related background; and
- 4) Knowledge of the Municipal Finance Management Act, 2003 (MFMA) including his/ her understanding of the mSCOA Regulations, 2014 (particularly the impact mSCOA; has on municipalities). Alternatively, related government knowledge and experience.

3.2 P10 - mSCOA Support – Project Manager

(1 resource in Pretoria)

3.2.1 Overall Objective

The mSCOA Support: Project Manager will manage the national mSCOA project team by concluding the work in the approved implementation plan and achieve the project deliverables within the necessary timeframes.

3.2.2 Specific Scope of Work

The mSCOA Support: Project Manager will take responsibility for achieving the following deliverables:

- Maintaining the established project governance structures, including the project technical committee, the project steering committee, monitoring, maintaining and managing the five (5) project team work streams, namely, the LG Database stream, the Technical Support stream, the Technical work stream, the Training work stream and lastly the Change-and Transition work stream;
- Ongoing technical and other support to all 257 municipalities (local and districts) across the various system vendors to facilitate the implementation of the mSCOA classification framework at a transactional level by 01 July 2017, including the 17 non-delegated municipalities (which is the core focus of the National Treasury) and the 240 delegated municipalities (core focus of provincial treasuries);
- Ongoing engagement of all relevant stakeholders through the established mSCOA work group(s) and establishing additional work groups if required to achieve the mSCOA project objectives;
- Capacitation of the Local Government Budget Analysis (LGBA) and Technical Support Services Chief Directorates within National Treasury to ensure they adequately support,

- manage and oversee the successful mSCOA implementation and transacting in the 17 non-delegated municipalities.
- Capacitation of all nine (9) provincial treasuries to ensure they adequately support, manage and oversee the successful mSCOA implementation and transacting in their respective provinces.
- Finalisation of broad deliverables and dependencies in support of the objectives of mSCOA Project Phase 4;
- Finalisation of the mSCOA Training work stream and associated deliverables;
- Determining, planning and preparing the overall mSCOA project implementation plan (as derived from the aforementioned progress report as at 31 October 2016 and close-out report as at 30 November 2016);
- Maintain overall responsibility for the delivery of outputs in accordance with timeframes per the implementation plan;
- Provide strategic leadership, operational control and quality assurance for the project activities;
- Provide guidance and advice to mSCOA technical advisors deployed in the field (at provincial treasuries and at municipalities);
- Undertake regular reporting, evaluation and monitoring of progress with mSCOA support among the technical advisors;
- Provide input into National Treasury strategic and corporate documents and assist in development of relevant best practice guidelines and circulars;
- Manage the extended mSCOA project team resources;
- Communicate with stakeholders on all matters related to the mSCOA implementation through formal structures and ad hoc enquiries;
- Organise and oversee all administrative, financial and logistical aspects of the project and report to the Chief Director: LGBA in addition; and
- Maintaining a risk register;

3.2.3 Project location and reporting

The mSCOA Support: Project Manager for the duration of the project will be based in National Treasury: Pretoria. He/she will report to the Chief Director: Local Government Budget Analysis at National Treasury's Intergovernmental Relations Branch, with simultaneous dual reporting requirement to the MFIP II PMU in terms of day-to-day operational requirements and performance management. He/she will be required to travel nationwide over the duration of the programme.

3.2.4 Specific expertise required

Successful bidders for the mSCOA Support: Project Manager role, over and above the LTA general capabilities, should demonstrate their experience and achievements in project management and developing and implementing public finance management reform initiatives, preferably within South Africa and the municipal environment – including but not limited to: public sector interventions, financial recovery planning, financial management, revenue and expenditure controls, revenue collection, infrastructure and asset management, supply chain management, budgeting, reporting, internal audit, risk management, ICT systems and business continuity planning. Further, demonstration of the following will be advantageous:

- In-depth knowledge of the financial management processes and accounting practices within local government.
- Working knowledge on municipal Chart of Accounts and thorough understanding of ICT systems.

3.3 P11 - mSCOA Support – Provincial Treasury Advisors

(15 resources – 1 in each provincial treasury and 6 to be placed as required)

3.3.1 Overall Objective

The role of the mSCOA Advisors, under the MFIP III programme, is to assist identified provincial treasuries and municipalities in the province with the mSCOA Project i.e. to successfully implement mSCOA by 1 July 2017.

The mSCOA Support: Provincial Technical Advisors will also be responsible for ensuring that the focus of the broader financial management reform agenda is maintained through providing due attention to:

- Assisting in contributing towards the financial viability and sustainability of municipalities;
- Improved capacity of municipalities to implement the MFMA and fruitfully engage in the processes institutionalized by the National and Provincial Treasury;
- Improved overall compliance to the MFMA by municipalities; and
- Overall improved financial management performance in municipalities.

3.3.2 Specific Scope of Work

The key focus areas for the mSCOA Support: Provincial Technical Advisors will be as follows:

- General Services
- Financial Management
- Regulatory, Policy, Governance Frameworks
- Skills Development and Capacity Building
- Knowledge management
- Change and transition management

The work priorities per focus area over the duration of the programme will include, but won't be limited to the areas highlighted below.

Focus area	Work priorities
General Services	<ul style="list-style-type: none">• Assist with the implementation of the mSCOA implementation plan within the relevant provincial treasury and the municipalities in the respective province and management of associated project risks;• Act as liaison officer between provincial treasury, National Treasury, provincial municipalities, relevant system vendors and other service providers, mSCOA Project Team, and MFIP II PMU;• Share best practices and experiences with other advisors, the program, provincial treasuries and municipalities;• Attend, engage and present at meetings, forums and other stakeholder and role-player engagements as and when required including active participation;• Formulate feedback presentations and associated body of knowledge;• Ensure adherence to all MFIP II and mSCOA project protocols and procedures; and• Coordinate, collate and submit inputs for MFIP II and mSCOA Project reporting purposes.

Focus area	Work priorities
<i>Financial Management</i>	<p>Assist with the provision of strategic, tactical and operational advice on financial management disciplines and associated impact of the mSCOA classification framework (mSCOA Regulations), including but not limited to:</p> <ul style="list-style-type: none"> • Financial Accounting • General accounting matters and work procedures • Management Accounting • Revenue and Expenditure Management • Supply Chain Management • Internal Control • External and internal audit processes • Performance monitoring and evaluation • Capacity Building
<i>Regulatory, Policy, Governance Frameworks</i>	<ul style="list-style-type: none"> • Advise on submissions with financial implications to the relevant provincial treasury, National Treasury and CFO, MM, Council of municipalities in respective province; • Provide feedback on status of mSCOA implementation at CFO, mSCOA ICF and any other relevant Forums; • Provide advice on strategy, policy and governance matters in relation to local government finance matters; • Assist with the management of risks and prevention of fraud and corruption; and • Develop best practice governance documents, procedures, policies, instruments, plans and frameworks and document relevant case studies.
<i>Skills Development and Capacity Building</i>	<ul style="list-style-type: none"> • Assist with the determination of capacity development needs and facilitate training, where appropriate; • Conduct coaching and mentoring of interns and other identified provincial and municipal staff; and • Ensure a better understanding of the mSCOA financial reporting system and processes especially as it relates to the in-year reporting framework as prescribed by the MFMA.
<i>Knowledge management</i>	<ul style="list-style-type: none"> • Assist with the preparation and introduction of a "maintenance of information" back-up and recovery plan in provincial treasuries and non-pilot municipalities; and • Assist with the introduction and maintenance of a filing system and business continuity plan associated with the mSCOA project in provincial treasuries and non-pilot municipalities.
<i>Change and transition management</i>	<ul style="list-style-type: none"> • Assist provincial treasuries in the implementation of their strategy for broader rollout of the mSCOA classification framework and associated regulatory requirements to all non-piloting municipalities; • Risk management as informed by the above mentioned strategy as to ensure all municipalities are mSCOA compliant by 1 July 2017; • Assist provincial treasuries in structuring operations in support of mSCOA and the broader financial management reform agenda for local government; • Support and assist provincial treasuries to launch and maintain an mSCOA related forum for each province; and • Advise provincial treasuries of risks and mitigating measures.
<i>Revenue management</i>	<ul style="list-style-type: none"> • Roll out and manage the revenue management provincial pilot projects • Assist provincial treasuries to compile and implement a provincial revenue implementation plan

The mSCOA Support: Provincial Technical Advisors will be responsible for the implementation of mSCOA in the first 18 months of the project and the implementation of revenue management reforms in the latter 18 months. They must also contribute to the completion of the following outputs.

- Respective Provincial Treasurers and municipalities capacitated on implementation of and transacting on mSCOA;
- Assessment of the mSCOA readiness of provincial municipalities which includes oversight over and support with the implementation of support plans to address challenges and risks where relevant;
- Interrogation of the data submissions by the 17 municipalities in the respective province and assistance to address associated challenges and rejections;
- Uploading and testing of required data strings by 31 March 2017;
- Go-Live with mSCOA at a transactional level (all seven segments) by 1 July 2017;
- Develop a specific strategy based on respective provincial treasury circumstances on revenue management;
- Monthly progress report on mSCOA / revenue management reform implementation in respective province;
- Close-out report on mSCOA implementation in the respective province;
- Close out report on implementation of revenue management pilots in the province;
- Other outputs as may be requested by the Programme Management Unit, mSCOA Project Manager or Chief Director: LGBA.

3.3.3 Project location and reporting

The mSCOA Support: Provincial Technical Advisors, for the duration of the project will be based in each of the nine provincial treasuries. They will report to the Head of the MFMA Support Units in the Provincial Treasuries in terms of day-to-day operational requirements and to the MFIP PMU (Senior Advisor: mSCOA Support) in terms of progress and performance management. They will be required to travel across the province and to national level meetings over the duration of the programme.

3.3.4 Specific expertise required

Successful bidders for the mSCOA Support: Provincial Technical Advisors roles, over and above the LTA general capabilities, should demonstrate their experience and achievements in public management and reform, as well as project management. Emphasis must be placed on the focus areas outlined in section 3.3.2 of the TOR.

Further, successful bidders for the mSCOA Support: Provincial Technical Advisors roles will also be expected to demonstrate the following:

- Experience in the implementation of SCOA reforms;
- Working knowledge of financial systems, data, and integration;
- Accounting, preferably in financial experience; and
- Practical working knowledge of the legislative and regulatory framework, and NT reform agenda;

3.4 P12 - mSCOA Support – IT Specialist

(1 resource in Pretoria)

3.4.1 Overall Objective

It is expected that the mSCOA Support: IT Specialist will continue with the current work and approved implementation plan and achieves the project deliverables, including planning for institutionalisation of the reform through regulation of minimum system specifications, and the development of tools for interrogation of the data submissions anticipated from this reform.

3.4.2 Specific Scope of Work

The mSCOA Support: IT Specialist will contribute to the conclusion of the following deliverables:

- Designing tools to test data streams and ICT applications of system vendors and municipalities;
- Working closely with municipalities, system vendors and stakeholders, conducting site visits and workshops across the affected environment to guide on the technical capabilities and mSCOA compliance of their enabling systems;
- Support the mSCOA Project Manager with the overall project plan implementation that will ensure mSCOA implementation by all 257 municipalities by the regulated compliance date of 01 July 2017;
- Work closely with and support the National Treasury Local Government Database team to test, guide, manage and monitor on the minimum systems' specifications expected from municipalities and their selected enabling systems, including:
 - Analysis of data streams of municipalities (submitted in the various mSCOA versions currently used across municipalities) that are already transacting in terms of mSCOA and advise on corrections and/ or improvements;
 - Maintain the chart and develop tools and functionality to enable data interrogations and reporting;
- Directly monitor, support and engage the Metropolitan municipalities on mSCOA related matters;
- Closely work with and empower Provincial Treasuries to duplicate the ICT Specialists' role across their organisations to support the 240 delegated municipalities which is the core responsibility of the provinces;
- In provinces without dedicated National Treasury mSCOA provincial advisors, over-and-above the ICT specialist's role, also support the Provincial Treasuries with general mSCOA change management, transition, and training;
- Support and provide input towards the future development of regulations to guide the minimum system specifications and business processes that will enable mSCOA implementation;
- Make meaningful input to mSCOA communication, circulars and related project documentation, and planning for the institutionalisation of this reform, as required; and
- Actively participate in and support the mSCOA Provincial Integrated Consultation Forums (mSCOA ICF) and/ or the mSCOA national working group(s);
- Monthly reporting on progress on the technical- and related change management support provided to municipalities;
- Assessment of the mSCOA readiness of and embracing thereof by the 17 non-delegated municipalities which includes oversight over and support with the implementation of support plans to address challenges and risks where relevant;
- Interrogation of the data submissions of the 17 non-delegated municipalities and assistance to address associated challenges and rejections;
- Maintaining a risk register; and
- Oversight, monitoring and evaluation of mSCOA technical support undertaken in the field, including issues associated with data integrity and the uploading of data to the National Treasury Local Government Database.

The "Specific Scope of Work" is informed by the current progress report in terms of mSCOA implementation. The newly appointed IT Specialist is required to further develop the mSCOA

project implementation plan as it relates to his/her scope of work to ensure that the deliverables stipulated therein are successfully undertaken.

3.4.3 Project location and reporting

The mSCOA Support: IT Specialist for the duration of the project will be based in National Treasury: Pretoria. He/she will report to the Chief Director: Local Government Budget Analysis at National Treasury's Intergovernmental Relations Branch, with simultaneous dual reporting requirement to the MFIP III PMU in terms of day-to-day operational requirements and performance management. He/she will be required to travel nationwide over the duration of the programme

3.4.4 Specific expertise required

Successful bidders for the mSCOA Support: IT Specialist role, over and above the LTA general capabilities, should demonstrate their experience and achievements related to broad ICT systems development and implementation, financial management processes and accounting practices within local government, municipal Chart of Accounts, chart maintenance, the development of tools for interrogation of data strings and drafting of system specification.

3.5 P13 - mSCOA Support – LG Database Specialist

(1 resource in Pretoria)

3.5.1 Overall Objective

It is expected that the mSCOA Support: LG Database Specialist will build on the current technical work on the Local Government Database and Reporting System and the collection instrument designed for municipal financial and non-financial datasets. This work will not be limited to the technical environment of the LGDRS but will also entail user support, training and the development of guidelines to assist municipalities and build capacity in National Treasury.

3.5.2 Specific Scope of Work

The mSCOA Support: LG Database Specialist will be expected to work on the deliverables below.

- Working closely with Local Government Budget Analysis: Data Management Team and technical assistants to develop, implement and test new tools to implement the mSCOA on the LGDRS and to collect data from the municipalities.
- Support the mSCOA Project Manager with the overall project plan implementation that will ensure mSCOA implementation by all 257 municipalities by the regulated compliance date of 01 July 2017, and consistent and reliable collection of financial and performance related data going forward.
- Directly monitor, support and engage all municipalities on mSCOA reporting related matters.
- Support and provide input towards the future development or refinement needed to the technical tools to manage the datasets collected from municipalities.
- Make meaningful input to mSCOA communication, circulars and related project documentation, and planning for the institutionalisation of this reform.
- Research regarding data management and optimisation with a view to improve the achievement of the objectives of the reform.

- Develop proposals for the use of the collected data to improve municipal service delivery, effectiveness and efficiency in resource utilisation.
- Actively participate in and support the mSCOA Provincial Integrated Consultation Forums (mSCOA ICF) and/ or the mSCOA national working group(s) and training initiatives for LGBA.
- Monthly reporting on progress on the technical- and related support provided to municipalities;
- Interrogation of the data submissions of municipalities and assistance to address associated challenges and rejections;
- Manage and maintaining the risk register hosted by NT;
- Implement, manage and maintain the FAQ database dealing with mSCOA related queries and requests; and
- Oversight and monitoring of issues associated with data integrity and the uploading of data to the National Treasury Local Government Database; and

This list is informed by the current progress report in terms of mSCOA implementation and the close-out report of November 2016. The newly appointed LG Database Specialist is required to further develop the mSCOA project implementation plan as it relates to his/her scope of work from this close out report to ensure that the deliverables stipulated therein are successfully undertaken.

3.5.3 Project location and reporting

The mSCOA Support LG Database Specialist for the duration of the project will be based in National Treasury: Pretoria. He/she will report to the Chief Director: Local Government Budget Analysis at National Treasury's Intergovernmental Relations Branch, with simultaneous dual reporting requirement to the MFIP III PMU in terms of day-to-day operational requirements and performance management.

3.5.4 Specific expertise required

Successful bidders for the mSCOA Support: LG Database Specialist role, over and above the LTA general capabilities, should demonstrate their experience and achievements related to broad ICT systems development and implementation, including management and maintenance of database, working on municipal Chart of Accounts and chart maintenance.

4 LTA Requirements - General

4.1 Period and level of effort

MFIP III LTAs will be procured as follows:

- 1) For a period of up to three years commencing on or about 1 April 2017 to 31 March 2020.
- 2) Will be required to work normal working hours on a full-time basis for the duration of the programme, unless otherwise agreed by the parties.
- 3) The level of effort required for the first year will be 230 normal working days per calendar year (1840 hours).
- 4) The contract will be reviewed at least bi-annually based on performance.

4.2 Work to be performed

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

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

4.3 General capabilities required

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

- 1) Collaborative team player;
- 2) Logical, creative, innovative, analytical, lateral thinking and problem solving;
- 3) Communication skills (verbal & written) with the ability to listen and learn;
- 4) Ability to transfer skills;
- 5) Ability to work under consistent and continuous pressure from varied sources, and be able to maintain a supportive approach;
- 6) Computer skills including detailed knowledge and use of the Microsoft Office Suite;
- 7) Sound financial planning and analytical skills;
- 8) Ability in consulting and advisory services (internal or external);
- 9) Ability to review and analyse strategic issues, current roles, functions, interface, processes and procedures, risks, and options; and
- 10) A clear understanding of the desired outcomes of the local government financial management and budget reform agenda.

4.4 Limitations of Assistance

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

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

4.5 Monitoring and Reporting

Monthly activity reports on the progress with reference to the work schedule and specified key performance indicators will be compiled and submitted to the MFIP Lead Technical Advisor. In addition, LTAs may from time to time be required to perform other functions as determined by the Head of the PMU Unit, however, within the scope of work performed generally by the unit.

5 Contractual Conditions

5.1 Contracting Authority

The service provider will contract directly with the GTAC. Under this assignment the service provider will be accountable to the Head: GTAC, 240 Madiba Street, Pretoria.

5.2 Contract Fees

Remuneration of LTAs has been benchmarked using public service management service scales, taking into account reasonable adjustments for overhead costs of long-term consultants.

- 1) The rates for each role category will thus be capped as follows:
 - a) Category I – mSCOA Project Management Specialist - R850 per hour excluding VAT
 - b) Category II – mSCOA Senior Advisor – R800 per hour excluding VAT
 - c) Category III – mSCOA Support Provincial Advisors, mSCOA IT Specialist and mSCOA LG Database Specialist - R750 per hour excluding VAT
- 2) GTAC will make offers to successful bidders.
- 3) Fees exclude direct costs relating to project execution such as travel for which GTAC will make provision.
- 4) GTAC does not pay for LTA travel and parking costs to and from place of residence and their place work.
- 5) GTAC will not pay relocation costs or additional allowance for accommodation for successful bidders placed outside of their home town.

5.3 Facilities to be provided by LTAs

LTAs will be responsible for the provision of any computer equipment (portable computers etc.), connectivity, and all other administrative needs that may be required over the duration of the programme.

5.4 LTA Reporting Requirements

- 1) The following reports will be submitted by LTAs as proof of delivery of services:
 - a) Monthly progress reports;
 - b) Time sheets indicating work done, deliverables submitted and time allocated to the achievement thereof;
 - c) Annual performance report in support of individual LTA performance reviews; and
 - d) A closure report on completion of the LTA contract.
- 2) As part of project work, LTAs will be required to deliver agreed project reports and project closure reports;
- 3) Reports shall be written in English; and
- 4) All reports, files, notes, electronic files, and documents shall be structured, formatted, and completed according to the requirements of the MFIP III PMU.

6 Bid Validity Period

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

Proforma CV	Candidate Name	Date
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10. LANGUAGE SKILLS:	11
11. REFERENCES:	12

Proforma CV	Candidate Name	Date
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1. SERVICE PROVIDER DETAILS

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Tax Number	
	Date of birth	
	Sex	
	Nationality	
	Civil status	
	Number of dependants	
	Telephone number (land line)	
	Cell Number	
Email Address		
Contact Details:		

Proforma CV	Candidate Name	Date
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2. AREAS OF WORK SERVICES ARE BEING OFFERED
(Please number in order of preference where 1 indicates the most preferred position)
(Candidates can offer services in no more than 3 areas of work)

Id.	Area of work	Operating Location	Preference
P9	mSCOA Support - Senior Advisor	NT: Pretoria	
P10	mSCOA Support – PT Advisors	Provincial Treasuries	
P11	mSCOA Support - Project Manager	NT: Pretoria	
P12	mSCOA IT Specialist	NT: Pretoria	
P13	mSCOA LG Database Specialist	NT: Pretoria	

Profoma CV	Candidate Name	Date
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3. PREFERRED OPERATING LOCATIONS
(Please number in order of preference where 1 indicates the most preferred options)

Provincial Treasuries where candidate is willing to be placed	Province	Preference
	Gauteng	
	Limpopo	
	Mpumalanga	
	North West	
	Free State	
	Northern Cape	
	KwaZulu Natal	
	Eastern Cape	
	Western Cape	

Willingness to be considered for other locations	Preference (Y/N)
Will you be willing to work in a PROVINCE that you have not selected	Y/N

Candidates who do not indicate a willingness to work in locations either than those which they have indicated a preference for, will not be considered for those locations

Proforma CV	Candidate Name	Date
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4. BIDDER'S QUALIFICATIONS

(Add entries if needed. Start from the most recent)

Qualification Awarded		
Name of Institution		
Dates		
Proof of qualification provided	Yes/No	
Qualification Awarded		
Name of Institution		
Dates		
Proof of qualification provided	Yes/No	
Qualification Awarded		
Name of Institution		
Dates		
Proof of qualification provided	Yes/No	

Certified copies of all qualifications must be attached. Non-submission of certified copies will result in an evaluation score of nil
International qualifications must be accompanied by SAQA accreditation
Candidates with non-relevant qualifications will be assigned a score one notch below their highest qualification

Proforma CV	Candidate Name	Date
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5. EMPLOYMENT HISTORY

(Add entries if needed. Start from the most recent)

Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	
Date [from – to]	Position Held	
	Employers Name	
	Employer's locality and contact details	

Proforma CV	Candidate Name	Date
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6. RECORD OF EXPERIENCE: P9 AND P10– SCOA SUPPORT – SENIOR ADVISOR AND PROJECT MANAGER

(Please complete table below if you are offering services for the above area(s) of work)

<p>P9 and P10: Specific experience: SCOA Project Management <i>(This will apply for the mSCOA Support: Project Manager and the mSCOA Support: Senior Advisor roles)</i></p>	<p>mSCOA Project Manager and Senior Advisor: Demonstrated experience in project management with specific focus on accounting and IT environment</p> <p>mSCOA Project Manager and Senior Advisor: Years' experience in project management with specific focus on accounting and IT environment</p>	<p><In 600 words or less, please highlight the major reforms or initiatives that you were involved in, the key performance metrics achieved, your role in the reform or initiative, and your key learnings from the experience></p> <p><Please state the organisation, positions held, start and end date (MM/YY) and number of years></p>
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Profoma CV	Candidate Name	Date
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7. RECORD OF EXPERIENCE: P11 – SCOA SUPPORT –PROVINCIAL ADVISORS
(Please complete table below if you are offering services for the above area(s) of work)

P10 : Specific experiences: SCOA implementations <i>(This will apply for the Provincial Treasury mSCOA Advisors)</i>	mSCOA Provincial Advisors: Demonstrated experience in the implementation of changes to charts of accounts, financial systems, and accounting.	
	<p>mSCOA Provincial Advisors: Years' experience related to the management of charts of accounts, financial and accounting systems, and the implementation related reforms</p>	<p><In 500 words or less, please highlight the major reforms or initiatives that you were involved in, the key performance metrics achieved, your role in the reform or initiative, and your key learnings from the experience></p> <p><Please state the organization, positions held, start and end date (MM/YY) and number of years></p>

Proforma CV	Candidate Name	Date
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8. RECORD OF EXPERIENCE: P12 – MSCOA SUPPORT – IT SPECIALIST
(Please complete table below if you are offering services for the above area(s) of work)

P12: Specific experience: SCOA IT Systems Implementations <i>(This will apply for the MSCOA Support – IT</i>	mSCOA IT Specialist: Demonstrated experience in financial IT systems development and implementation, project management and ability to develop and use tools to interrogate data strings and maintenance	<In 600 words or less, please highlight the major reforms or initiatives that you were involved in, the key performance metrics achieved, your role in the reform or initiative, and your key learnings from the experience>
	mSCOA IT Specialist: Years' experience in financial IT systems development and implementation	<Please state the organisation, positions held, start and end date (MM/YY) and number of years>

Profoma CV	Candidate Name	Date
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9. RECORD OF EXPERIENCE: P13 – MSCOA SUPPORT –LG DATABASE SPECIALIST
(Please complete table below if you are offering services for the above area(s) of work)

<p>P13: Specific experience: Database development and maintenance: <i>(This will apply for the mSCOA Support –LG Database Specialist)</i></p>	<p>mSCOA Support –LG Database Specialist: Demonstrated experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance</p>	<p><i><In 600 words or less, please highlight the major reforms or initiatives that you were involved in, the key performance metrics achieved, your role in the reform or initiative, and your key learnings from the experience></i></p>
	<p>mSCOA Support –LG Database Specialist: Years' experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance</p>	<p><i><Please state the organisation, positions held, start and end date (MM/YY) and number of years></i></p>

Proforma CV	Candidate Name	Date
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10. LANGUAGE SKILLS
 (mark 1 to 5 for level)

Mother Tongue – *[specify]*

Language	Reading	Speaking	Writing
Afrikaans			
English			
Ndebele			
Northern Sotho			
Sotho			
Swazi			
Tsonga			
Tswana			
Venda			
Xhosa			
Zulu			

Proforma CV	Candidate Name	Date
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11. REFERENCES
(Please provide at last three references from the past 5 years)

1	Name	
	Organisation	
	Position	
	Dates	
2	Contact telephone / Cell number	
	Name	
	Organisation	
	Position	
3	Dates	
	Contact telephone / Cell number	
	Name	
	Organisation	
4	Position	
	Dates	
	Contact telephone / Cell number	
	Name	
5	Organisation	
	Position	
	Dates	
	Contact telephone / Cell number	

Reference: GTAC: 003-2017

Description: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

Closing time: 11h00 am

Closing date: Friday, 17 MARCH 2017

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

GTAC003-2017: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

INFORMATION TO BIDDERS:

Reference: GTAC: 003-2017

Description: For The Identification of service providers to GTAC for assignment to National Treasury, Provincial Treasury and Municipal Mscoa Units for the duration of phase III of the Municipal Finance Improvement Programme.

Closing time: 11h00 am

Closing date: Friday, 17 March 2017

1. CONTENTS OF THE BIDDER PACK

Tender Pack Doc.	Title	Type	Purpose
1	Information to Bidders	pdf	For Information
2	Terms of reference	pdf	LTA Requirements
3	Terms of reference compliance table	MS Word	For completion in the MS Word Form as provided.
4	SCM SBD 1 – Invitation to bid	pdf	To be printed, filled in by hand and signed.
5	SCM SBD 2 – Tax clearance certificate requirements	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	Pro-forma CV	MS Word	For completion in the MS Word Form as provided.
11	SCM SBD 3.3 pricing schedule must be submitted before the closing date of the bid	pdf	Information requirement

2. INSTRUCTIONS FOR COMPLETION AND SUBMISSION OF BIDS

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

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supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail

2.1 COMPLETION OF BIDS

2.1.1 Bids may be submitted by individuals or companies for one of their individuals.

2.1.2 In the case of a company, certified copies of registration documents from the Companies and Intellectual Property Commission must be included.

2.1.3 Bidders are advised that, to facilitate an efficient evaluation process, the:

2.1.3.1 Bid should be as prescribed, concise and written in plain English;

2.1.3.2 Terms of Reference Compliance Table must be in accordance with the format provided; and

2.1.3.3 CV must be in accordance with the format provided.

2.2 CLARIFICATIONS

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

2.2.2 Requests for clarification will be accepted by GTAC up until 16:00 on 9 March 2017

2.2.3 The submission reference [GTAC: 003/2017] should be mentioned in the email.

2.2.4 Telephonic requests for clarification will not be accepted.

2.2.5 GTAC will respond to the requests by 11:00 am on 14 March 2017. The clarifications will be made available to all applicants by a notification on the following websites:

https://www.gtac.gov.za/Pages/Advertised_Tenders.aspx

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

3 EVALUATION PROCESS

3.1 The evaluation process comprises the following phases:

3.1.1 Phase I: Initial screening process

During this phase bid documents will be reviewed to determine compliance with tax matters and whether valid tax clearance certificates and Central Supplier Database (csd) have been submitted with the bid documents at closing date and time of bid.

3.1.2 A GTAC evaluation committee will screen bidders for compliance with the administrative requirements of the bid:

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Step	Administrative Requirements	Check
1	Master bid document	Provided and bound
2	Four copies of the Bid document	Provided and bound
Included in the bid document		
3	SCM SBD 1	Completed and signed
4	Tax clearance certificate and csd registration number	Provided and valid
5	SCM SBD 4	Completed and signed
6	SCM SBD 6.1	Completed and signed
7	SCM SBD 8	Completed and signed
8	B-BBEE Certificate if applicable	Provided and valid
9	SCM SBD 9	Completed and signed
10	Certified proof of company registration	Provided and certified
11	Terms of reference compliance table	Provided
12	CV in prescribed format	Provided
13	Certified copy of academic qualifications	Provided and certified
14	SCM SBD 3.3 pricing schedule	Completed and signed

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

3.1.3 Phase II: Functionality evaluation - desktop

- a. Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section of the terms of reference. During this stage bidders' responses will be evaluated for functionality based on achieving a minimum score of 70 percent.
- b. Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c. Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d. The panel members will individually evaluate the responses received against the following criteria as set out below. The technical evaluation of individual CV's will be carried out as per evaluation criteria stipulated below:

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3.1.4 Phase III: Functionality evaluation - interviews

Interviews will be used to verify and clarify the issues around this bid.

3.1.5 Phase IV: Price evaluation as per PPPFA

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

4 EVALUATION CRITERIA:

4.1 FUNCTIONALITY EVALUATION - DESKTOP

- a) Evaluation process will be conducted in accordance with the mandatory requirements, technical suitability and the provisions of the PPPFA as specified in the bid. The bidders total functionality score for the area of work that they are offering services for will be an aggregate of their score for qualifications, general experience and specific experience.
- b) The panel members will individually evaluate the responses received against the following criteria as set out below. This evaluation will solely be based on the information provided on the completed pro-forma CV.

A. Evaluation criteria for qualifications			
Technical criteria	evaluation	Criteria	Weight per sub-component
QUALIFICATION:	Highest educational qualification obtained in the fields relevant to the respective LTA role (e.g., financial management, IT, project management, business or public administration)	5 = Honours degree or higher (NQF8); 4 = Degree (NQF 7); 3 = National diploma (NQF 6); 2 = National certificate (NQF 5); 1 = Matric certificate (NQF 4) <i>Candidates with non-relevant qualifications will be assigned a score one notch below their highest qualification</i>	20
B. Evaluation criteria for general experience:			
Local Government Experience:	Number of years ¹ of	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years	10

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working experience in or with local government.	2 = Between 4 and 7 years 1 = Between 0 and 4 years	
Managerial experience Number of years spent in managerial positions	5 = > 5 years in a senior management position 4 = Between 4 and 5 years in a senior management position 3 = Between 3 and 4 years in a senior management position 2 = Between 2 and 3 years in a senior management position 1 = Between 0 and 2 years in a senior management position	5
Financial Management Experience: Number of years ¹ experience in financial management or a component ² thereof	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	10
Quality of bidder's submission³	5 = Excellent (Demonstrated quality is significantly above the expected level) 4 = Good (Demonstrated quality exceeds the expected level) 3 = Average (Demonstrated quality meets the expected level) 2 = Below Average (Demonstrated quality is below the expected level) 1 = Poor (Demonstrated quality is significantly below the expected level)	5
C. Evaluation criteria for specific experience for mSCOA Support - Senior Advisor		
mSCOA Senior Advisor: Demonstrated experience in project management with specific focus on accounting and IT environment	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
mSCOA Senior Advisor: Years ¹ experience in project management with specific focus on	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years	30

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accounting and IT environment	1 = Between 0 and 4 years	
D. Evaluation criteria for specific experience for mSCOA Support – PT Advisors		
mSCOA Provincial Advisors: Demonstrated experience in the implementation of changes to charts of accounts, financial systems, and accounting.	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
mSCOA Provincial Advisors: Years ¹ experience related to the management of charts of accounts, financial and accounting systems, and the implementation related reforms	5 = 5 years and more 4 = 4 years 3 = 3 years 2 = 2 years 1 = less than 2 years	30
E. Evaluation criteria for specific experience for mSCOA Support - Project Management Specialist (Project Manager)		
mSCOA Project Manager: Demonstrated experience in project management with specific focus on accounting and IT environment	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
mSCOA Project Manager Years ¹ experience in project management with specific focus on accounting and IT environment	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30

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F. Evaluation criteria for specific experience for mSCOA IT Specialist		
mSCOA IT Specialist: Demonstrated experience in financial IT systems development and implementation, project management and ability to develop and use tools to interrogate data strings and maintenance	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
mSCOA IT Specialist: Years ¹ experience in financial IT systems development and implementation	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30
G. Evaluation criteria for specific experience for mSCOA LG Database Specialist		
mSCOA Support –LG Database Specialist: Demonstrated experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	20
mSCOA Support –LG Database Specialist: Years ¹ experience in IT systems development and implementation, database maintenance, SCOA and chart maintenance	5 = > 12 years 4 = Between 10 and 12 years 3 = Between 7 and 10 years 2 = Between 4 and 7 years 1 = Between 0 and 4 years	30
Total Points for specific area of work = (A+B+C,D, E, F, or G) depending on area of work applied for		100
Minimum Threshold (failure to meet this threshold will this disqualify bidder)		70%

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4.2 FUNCTIONALITY EVALUATION – INTERVIEWS

- a) Bidders who are successful in meeting the minimum total functionality threshold of 70% will be invited for interviews. Where applied, interviews will be used to verify the bidder’s specific experience for the area of work that they are offering services for. To this end, the interview evaluation criteria will be as follows:

Technical evaluation criteria	Criteria	Weight
Demonstration of specific experience in area of work for which services are offered.	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	75
Demonstrated leadership, advisory, and communication skills	5 = Excellent (Demonstrated capability is significantly above the expected capability level) 4 = Good (Demonstrated capability exceeds the expected capability level) 3 = Average (Demonstrated capability meets the expected capability level) 2 = Below Average (Demonstrated capability is below the expected capability level) 1 = Poor (Demonstrated capability is significantly below the expected capability level)	25
Total points		100
Failure to meet a minimum total technical threshold of 70% will result in disqualification of bidder		70%

- b) Only bidders who meet the minimum interview threshold of 70% will be considered for further PPPFA evaluation.

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4.3 SCORING METHODOLOGY

- a) Each panel member will rate each individual criterion on the score sheet on a scale of 1 to 5 using the guidelines in the scoring criteria above.
- b) 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. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- c) Any proposal not meeting a minimum score of 70% functionality proposal will be disqualified and the financial proposal will remain unopened.
- d) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- e) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.

5 EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 90/10-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 90 points)
 - Broad-based black Economic Empowerment as well as specific goals (maximum 10 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value above R1 000 000:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

A maximum of 10 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment and/or subcontracting with a Broad-Based Black Economic Empowerment stipulated in the Preferential Procurement regulations. For this bid the maximum number of Broad-based black Economic Empowerment status that could be allocated to a bidder is indicated in paragraph 5.1.

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

5.1 POINTS

The Preferential Procurement Policy Framework Act 2000 (PPPFA) Regulations were gazetted on 8 June 2011 (No. 34350) and effective from 7 December 2011. These regulations require bidders to submit valid original or certified copies of their B-BBEE Status Level Certificates from a SANAS accredited verification agency and accredited Auditing firm, the 90/10 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-complaint contributor	0

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

- a. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- c. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- d. Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to B-BBEE status.
- e. Points scored will be rounded off to the nearest 2 decimals.
- f. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

6 MANDATORY REQUIREMENTS

The bidder must submit copies of identity documents of directors or shareholders of the company who will be responsible for this project with the bid documents at the closing date and time of the bid, and failure to do so your bid may not be considered.

The bidder must submit certified copies of academic qualifications of the resource/s who will be responsible for this project with the bid documents at the closing date and time of the bid.

SCM SBD 3.3 pricing schedule/financial proposal must be submitted before the closing date of the bid. Failure to comply with this requirement you bid will be disqualified.

7 TAX CLEARANCE CERTIFICATE

A valid Tax Clearance Certificate issued by the South African Revenue Services certifying that the taxes of the bidder are in order must be submitted at the closing date and time, where

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consortium/joint ventures/sub-contractor are involved each party to the association must submit a separate valid Tax Clearance Certificate or Registration number from Central Supplier Database (csd) must be provided with this bid.

8 VALUE ADDED TAX

All bid prices must be inclusive of 14% Value-Added Tax.

9 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

10 CLIENT BASE

10.1 Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person (s), telephone, fax numbers and e-mails) of similar work undertaken.

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

12 LEGAL IMPLICATIONS

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

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

13. COMMUNICATION

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

GTAC003-2017: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

14. 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.

15. PROHIBITION OF RESTRICTIVE PRACTICES

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

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

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

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

16. FRONTING

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

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

GTAC003-2017: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the

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

17. INTERVIEWS

GTAC will require interviews from short-listed bidders as part of the bid process. Interviews will be scheduled for the period 27 March to 7 April 2017.

18. TIMEFRAMES AND FORMAL CONTRACT

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

19. PACKAGING OF BID

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

20. FUNCTIONALITY PROPOSAL

20.1.1 The bid submission must include five individually bound documents:

20.1.2 The originally signed and bound master document; and

20.1.3 Five individually bound copies of the master document. The bid document must include the following;

Sequence	Document Title
1	SCM SBD 1
2	Original Tax clearance certificate and csd registration number
3	SCM SBD 4
4	SCM SBD 6.1
5	SCM SBD 8
6	B-BBEE Certificate if applicable
7	SCM SBD 9

GTAC003-2017: FOR THE IDENTIFICATION OF SERVICE PROVIDERS TO GTAC FOR ASSIGNMENT TO NATIONAL TREASURY, PROVINCIAL TREASURY AND MUNICIPAL MSCOA UNITS FOR THE DURATION OF PHASE III OF THE MUNICIPAL FINANCE IMPROVEMENT PROGRAMME.

Sequence	Document Title
8	Certified proof of company registration
9	Terms of reference compliance table
10	CV in prescribed format
11	Certified copy of academic qualifications

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

20.3 The bid shall be enclosed in a sealed envelope.

20.4 The envelope is to be addressed as follows:

Tender:	For The Identification of service providers to GTAC for assignment to National Treasury, Provincial Treasury and Municipal Mscoa Units for the duration of phase III of the Municipal Finance Improvement Programme.
No:	GTAC: 003-2017
Submission closing date:	Friday, 17 March 2017
Submission closing time:	11:00 am
Name of bidder:	
Contact number of bidder:	
Address of bidder:	

21. PRICE/ FINANCIAL PROPOSAL

Description: GTAC003-2017: For the Identification of service providers to GTAC for assignment to National Treasury, Provincial Treasury and Municipal Mscoa Units for the duration of phase III of the Municipal Finance Improvement Programme.

Bid closing date and time: 17 March 2017 at 11h00

Name and address of the bidder:

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

22 CONTACT DETAILS

Professional Services Procurement, 24th floor at GTAC,
Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: Aletta Mbuyane/Sanele Msomi, tel: 012-315-5867/012 315 5572,

For Technical enquiries before 9 March 2017: psp@gtac.gov.za

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

1. GENERAL CONDITIONS

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

- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes

1.2 The value of this bid is estimated to be more than R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

- 2.18 "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE 2010 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$Ps90\left(1 - \frac{Pt - P_{\min}}{P_{\min}}\right)$$

Where

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (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 (90/10 system)
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 BIDDER(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	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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15. Warranty
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

