

PART A INVITATION TO BID

| | | | | | |
|--|---|---------------|---|--|--|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY) | | | | | |
| BID NUMBER: | NT003-2025 | CLOSING DATE: | 21/03/2025 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR GENERAL FOR A PERIOD OF THREE (3) YEARS | | | | |
| BID RESPONSE DOCUMENTS MAY BE SUBMITTED ONLINE | | | | | |
| National Treasury | | | | | |
| ETender Portal | | | | | |
| Bid Proposals to be submitted online on the ETender Portal | | | | | |
| Tutorial Link on uploading bid documents on eTender Portal | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Supply Chain Management | | CONTACT PERSON | Supply Chain Management | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | NTAdministrativeTenders@Treasury.gov.za | | E-MAIL ADDRESS | NTAdministrativeTenders@Treasury.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | | | | <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS | | | | | |

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

NT003-2025:

**APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR
GENERAL FOR A PERIOD OF THREE (3) YEARS**

CLOSING DATE: 21 MARCH 2025 AT 11:00 AM

Contents

1. Background Information
2. Areas of expertise
3. Submissions
4. Consultant Management and Remuneration
5. Evaluation Criteria
6. Period of appointment
7. Terms and Conditions
8. Specific goals

1 Background Information

The Chief Data Analytics Officer (CDAO) of the National Treasury in the Office of the Director General is responsible for the following areas, among others: building data analytics capability through training; peer learning; and other interventions; establishing appropriate data governance protocols and frameworks and assessing the data maturity of the department; co-ordinating data driven policy data analytics and research analysis, including data process automation; and expanding the National Treasury Secure Data Facility (NT-SDF) into a world-class administrative data lab.

The CDAO is a new role within the department, as such, many of the CDAO's projects require specialised skills which will be sourced through a panel of consultants that provide professional services on specific projects. A panel is necessary because: (i) the areas of specialisation are diverse, ranging from data science and analytics to legal and specialist IT support; (ii) the support required may evolve as the projects come online, allowing the CDAO to ramp up or reduce the time needed with each specialist; and (iii) the CDAO will need flexibility to bring in specialists at short notice, given tight timeframes for delivering major outputs.

The terms of reference are outlined below. The details of the specific support to be provided by a service providers/consultants will be the subject of a separate contract between the consultant and the CDAO. The terms of reference invites submissions of *curricula vitae* (CV) from service providers/consultants, to perform services consistent therewith, in terms of a specific contract between the CDAO and the consultant.

2 Areas of Expertise

2.1 Data and technical analysis

Service providers/consultants seeking to be appointed in this area will have to demonstrate expert knowledge with relevance to data analytics in any of the following areas: Data and Software Engineering; Data Management, Governance, and Security; Data Science, Advanced Applications, and Automation; and Administrative Data and Research.

2.2 Other expertise

The CDAO also seeks to appoint to the panel suitably qualified service providers/consultants in any of the following areas: data analytics training services, legal services and specialist ICT support.

3 Submissions

Service providers/consultants are allowed to apply for consideration to be on the panel. To be considered for the panel, service providers/consultants must submit their information as per the submission template set out in **Annexure A and B**, which reflects the areas of expertise, qualifications, skills and experience of the person.

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

Cover page requirements

- The cover page of the technical proposal must be submitted in the prescribed format provided in Annexure A.

CV requirements

- The CVs of the proposed experts must be submitted in the prescribed template provided in Annexure B. CVs submitted using a different template will not be evaluated.
- Bidders must submit all the information required for evaluation purposes in the CV of the proposed advisor including her/his qualifications, skills and experience; as well as the track record of the advisor in conducting similar assignments.
- Service providers/consultants who apply are limited a maximum of **four (4) CVs** (completed as per the submission template) and each of those individual submission templates may only select a maximum of **two (2) areas of commodities/expertise**. Bidders should ensure that the CVs they submit are for individuals who are willing to carry out assignments. CVs of an organisation's senior managerial staff should not be submitted unless these individuals are prepared to give full commitment to actively carrying out the assignments.
 - In the case of companies, only two (2) CVs will be evaluated per area of expertise, if more are submitted, the first two will be evaluated.
 - In the case of individuals who apply to be on the panel, they are limited to a maximum of two (2) areas of expertise.
- Project experience should be related to the consultants' experience and only projects they have worked on should be listed under project experience.

- CVs of any one individual may only be submitted as part of one bid. Bidders must ensure that CVs are signed by the respective individuals confirming that he/she is not included in bids of other service providers. CVs unsigned by the respective individuals will be disqualified.
- Bidders are required to submit the contact details of at least three (3) recent references (of no older than five years) who will confirm that the individual consultants have carried out similar work as that stated in their CVs. The CDAO reserves the right to contact references during the evaluation and adjudication process to obtain information.

Each bidder shall meet the following minimum qualification and experience requirements:

I. Data and technical analysis

- a. A relevant tertiary qualification;
- b. Experience working on the public sector projects; and
- c. At least 5 years confirmed relevant experience in any of the areas identified in Section 2.1.

II. Other expertise

- a. At least 5 years confirmed relevant experience in any of the areas identified in Section 2.2; and
- b. Experience in the public sector or working with public sector clients.

4 Consultant Remuneration and Management

4.1 Remuneration schedule and disbursement arrangements

The consultant will be remunerated in accordance with the terms of the contract with the CDAO on a Rand per day basis. ***Bidders are advised to set forth their daily rate together with their CV.*** Bidders should understand that the CDAO reserves the right not to select a bidder for any particular area of expertise on price alone.

Remuneration of the consultant will be payable in South African Rands, on a fixed price basis.

4.2 Disbursement arrangements

All claims for travel and other legitimate disbursement expenditure must be pre-approved by the CDAO before they are incurred. Pre-approved project expenditure on travel outside the

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province, related reasonable accommodation costs, expenditure on document reproduction, or any other legitimate pre-approved project disbursement expenditure will be reimbursed at cost.

4.3 Management of consultant by the CDAO

The consultant will be appointed by the CDAO, who will also be responsible for managing the consultant's work, unless delegated to a relevant official in the chief directorate.

5 Evaluation Criteria

5.1 Mandatory requirements

An administrative evaluation will be carried out on all the bids received and failure to adhere to any of these requirements will result in disqualification:

- Proof of company registration on Central Supplier Database (CSD)
- In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)
- In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD are required.
- The cover page of the technical proposal must be submitted in the prescribed format provided in **Annexure A**.
- CV's (**Annexure B** - template provided) must be signed by the proposed resource and not signed on behalf of the proposed resource. Unsigned or incomplete CVS and CVs submitted in a different template will not be considered. It should be noted that no consideration will be made to any bidder, that has provided profiles for their resources, which are also provided by another competitor in this same bid, this is considered collusive tendering.

FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.

NOTE: Additional Required Documents (Not for elimination)

- a) Tax compliance status verification Pin issued by SARS.
- b) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA).

- c) Valid work permit and existing security clearance for foreign nationals are compulsory
- d) Copies of qualifications of personnel should be certified within the last six (6) months and should submit their highest qualification only, and in a case of foreign qualifications it is the responsibility of the bidder to ensure SAQA accreditation is confirmed and submitted. If not submitted, the lowest score will be allocated.

5.2 Technical Evaluation

The evaluation will focus on the qualifications, skills and experience of the individual(s) in accordance with Table 1 and 2 below. The technical evaluation of individual CVs will be carried out as follows:

- Information must be submitted according to the submission templates provided in Annexure A and B. Submissions that do not conform to these templates may not be considered.
- The technical proposal will be scored out of 100 points, with a minimum threshold of 70 points being required.

Each individual CV for key personnel nominated in the bid will be evaluated in accordance with the criteria. In instances where the submitting entity is not a natural person (e.g. a juristic person such as a partnership or company) and submits more than one CV for consideration, a simple average of each CV's technical score will be considered. No more than four CVs should be submitted in these instances. Each CV in this instance will be evaluated in a maximum of two areas of expertise per individual. Each CV will therefore need to be accompanied by its own submission template.

5.3 Evaluation Criteria

Skills listed under section 2.1 will be evaluated according to the criteria outlined in Table 1 below. The maximum technical score is 100 with a threshold of 70 points.

Table 1 Evaluation criteria: Data and technical analysis

| EVALUATION CRITERIA | | WEIGHT | SCORING CRITERIA |
|---------------------|---|--------|--|
| 1.1 | Highest qualification in relevant selected categories | 20 | 5 = Master's degree (NQF 9) or higher 4 = Honours degree or Postgraduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advanced |

| | | | |
|-----|---|----|--|
| | | | <p>Diploma (NQF 7)</p> <p>2 = National Diploma/(NQF6)</p> <p>1 = Matric or less)</p> |
| 1.2 | <p>Public sector experience (i.e. years of experience working with and/or in all spheres of government and its entities) in the field(s) indicated on CV template</p> <p>Bidder/ Consultant must provide a minimum of 3 reference letters from business organizations and/or entities that have provided services to (contactable references will be verified).</p> <p>Each letter must include the following information:</p> <ul style="list-style-type: none"> • Client name and industry • Contact person, phone number and company business address • Contract period • The value of the contract awarded <p>NB: Letter that does not reflect all required items will be allocated the lowest score.</p> | 30 | <p>5 = 8 or more years relevant experience</p> <p>4 = 6 to 7 years relevant experience</p> <p>3 = 5 years relevant experience</p> <p>2 = 3 to 4 years relevant experience</p> <p>1= less than 2 years' experience</p> |
| 1.3 | <p>Specific relevant professional experience in the field(s) indicated on CV template</p> | 30 | <p>5= 10 or more projects as a technical lead or major participant</p> <p>4= 7-9 projects as a technical lead or major participant</p> <p>3= at least 4-6 projects as a technical lead or major participant</p> <p>2= 1-3 project as a technical lead or major participant</p> <p>1= no relevant work experience</p> |

| | | | |
|-----|---|------------|---|
| 1.4 | Experience in working with large administrative and unstructured data Data can be large based on size (can range from gigabytes (GB) to petabytes (PB), depending on the industry and application) and volume (can contain a large number of transactions, records or observations e.g. millions or billions of rows of observations). | 20 | 5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1 = less than 2 years' experience |
| | Maximum Technical Score | 100 | |
| | Threshold | 70 | |

Expertise listed under section 2.2 will be evaluated according to the criteria laid out in table 2 below. The maximum score is 100 with a threshold of 70 points.

Table 2: Evaluation criteria: Other expertise

| EVALUATION CRITERIA | | WEIGHT | SCORING CRITERIA |
|---------------------|--|--------|--|
| 1.1 | Highest qualification in relevant selected categories | 20 | 5 = Master's degree (NQF 9) or higher 4 = Honours degree or Postgraduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advanced Diploma (NQF 7) 2 = National Diploma/(NQF6) 1 = Matric or less) |
| 1.2 | Number of years working in the field(s) indicated on CV template | 30 | 5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1 = less than 2 years' experience |
| 1.3 | Client profile in the field(s) indicated on CV template | 50 | 5 = 8 to 10 private sector and/or government departments in client list |

| | | | |
|--|---|------------|--|
| | <p>Bidder/ Consultant must provide a minimum of 3 reference letters from business organizations and/or entities that have provided services to (contactable references will be verified).</p> <p>Each letter must include the following information:</p> <ul style="list-style-type: none"> • Client name and industry • Contact person, phone number and company business address • Contract period • The value of the contract awarded <p>NB: Letter that does not reflect all required items will be allocated the lowest score.</p> | | <p>4= 6 to 8 private sector and/or government departments in client list</p> <p>3= 3 to 5 private sector and/or government departments in client list</p> <p>2= 1 to 2 private sector and/or government departments in client list</p> <p>1= no private sector and/or government department in client list</p> |
| | Maximum Technical Score | 100 | |
| | Threshold | 70 | |

6 Period of appointment

The period of appointment will not exceed 3 years from the date of appointment.

7 Terms and conditions

- Particular project/service will be initiated by means of written instructions to the successful bidders.
- National Treasury reserves the right to reduce the number of service providers appointed on the panel.
- National Treasury reserves the right to terminate the contract if there is a breach of the agreed specifications.
- National Treasury reserves the right to appoint or not to appoint.
- National Treasury reserves the right to terminate the contract where they are unable to meet the service level requirements or not compliant to other relevant legislations.
- Bidders are expected to select a maximum of 2 areas of commodities/expertise on Annexure A for administration purposes.

- g. Rotation of consultants if more than one same category selected.
- h. Department of Public Service Administration (DPSA) rates to be applied were applicable and other legislative relevant rates.

8 Specific goals

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| # | Specific goals | Score | Required proof/ documents to be submitted for evaluation purposes |
|---|---|----------|--|
| 1 | The company owned by people who are Youth. <ul style="list-style-type: none"> 100% company owned by people who are Youth = 5 points ≥51% and <100% company owned by people who are Youth = 3 points >0% and <51% company owned by people who are Youth = 1 point 0% company owned by people who are Youth = 0 point | 5 points | Proof of claim as declared on S BD 6.1 (one or more of the following will be used verifying the tenderer's status: <ul style="list-style-type: none"> Company Registration Certification/document (CIPC) Company Shareholders certificate Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number) B-BBEE Certificate of the tendering company. Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South |
| 2 | The company owned by people who are Black. (HDI) <ul style="list-style-type: none"> 100% company owned by people who are Black (HDI) = 5 points ≥51% and <100% company owned by people who are Black (HDI) = 3 | 5 points | |

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| | | | |
|---|---|----------|--|
| | <p>points</p> <ul style="list-style-type: none"> • >0% and <51% company owned by people who are Black (HDI) = 1 point • 0% company owned by people who are Black (HDI) = 0 point | | <p>African Accreditation System).</p> <ul style="list-style-type: none"> • Agreement for a Consortium, Joint Venture, or Trust. |
| 3 | <p>The company owned by people who are women.</p> <ul style="list-style-type: none"> • 100% company owned by people who are women = 5 points • ≥51% and <100% company owned by people who are women = 3 points • >0% and <51% company owned by people who are women = 1 point • 0% company owned by people who are women = 0 point | 5 points | |
| 4 | <p>The company owned by people who are disabled.</p> <ul style="list-style-type: none"> • 100% company owned by people who are disabled = 5 points • ≥51% and <100% company owned by people who are disabled = 3 points • >0% and <51% company owned by people who are disabled = 1 point • 0% company owned by people who are disabled = 0 point | 5 Points | |

***NB: Points will be allocated based on % ownership to the Company/s (main tendering entity/s). Please attach proof/ required documents**



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

ANNEXURE A: TECHNICAL PROPOSAL COVER PAGE

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N.B. Failure to submit this cover page will render your bid proposal as non-responsive.

Bidder Name:

| Category | Description | Area of specialisation (please tick a maximum of two applicable areas) | Name of Lead/Principal consultant |
|-----------------------------|---|--|-----------------------------------|
| Data and technical analysis | Data and Software Engineering | | |
| Data and technical analysis | Data Management, Governance, and Security | | |
| Data and technical analysis | Data Science, Advanced Applications, and Automation | | |
| Data and technical analysis | Administrative Data and Research | | |
| Other expertise | Data analysis training services | | |
| Other expertise | Specialist ICT support | | |
| Other expertise | Legal services | | |



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

ANNEXURE B: CV TEMPLATE (COMPANY/INDIVIDUAL)

The template contains three sections. Contact details must be provided in Section 1, Section 2 focuses on the qualifications, experience and projects of the expert while Section 3 requests information on the consultant.

Section 1: Contact details

Company details

To be filled in by Organisations / Entities

| Company Information | |
|---------------------|--|
| Business Name | |
| Business Address | |
| Phone | |
| Email | |

Personal Information, Contact details and Signature of consultant

To be filled in by Individuals and Organisations / Entities

| Personal Information | |
|------------------------------|--|
| Surname | |
| First names | |
| Identity Number | |
| Tax Number | |
| Date of birth | |
| Gender | |
| Nationality | |
| Contact details | |
| Telephone number (land line) | |
| Cell Number | |
| Email Address | |
| Signature | |

Proposed fee structure of Individual or Principal / Lead consultant

To be filled in by Individuals and Organisations / Entities

| Proposed fee structure |
|------------------------|
|------------------------|



ANNEXURE B: CV TEMPLATE (COMPANY/INDIVIDUAL)

| | |
|---|--|
| Proposed hourly rate (including VAT, to nearest rand) | |
| Regular place of business (to inform estimates of travel costs) | |
| Any other relevant cost structures (including VAT, to nearest rand) | |
| (list) | |
| | |

Section 2: Qualifications and experience of Individual or Principal / Lead consultant of Organisation / Entity.

(Please provide information pertaining to the Principal / Lead advisor in Section 2.)

A1. Qualifications: *(Certified copies of each qualification to be included in the pack) (Add entries if needed. Start from the most recent)*

| Education | | | | | |
|------------------|-----|-------------|---------|---------------------------|-------------------------|
| Qualification | NQF | Institution | Country | Start date (mm / yyyy) | End date (mm / yyyy) |
| | | | | | |
| | | | | | |

A2. Years of experience:

| Years of experience | | | | |
|----------------------------|---------|-----------------|------------------------|----------------------|
| Institution | Country | Number of years | Start date (mm / yyyy) | End date (mm / yyyy) |
| | | | | |
| | | | | |
| | | | | |

Relevant Experience of Individual or Principal / Lead consultant of Organisation / Entity:

A3. Please state your areas of expertise:

| Area of specialisation (please tick a maximum of two (2) applicable areas) | | | |
|---|--|---|--|
| 2.1 Data and technical analysis | | | |
| Data and Software Engineering | | Data Management, Governance, and Security | |



ANNEXURE B: CV TEMPLATE (COMPANY/INDIVIDUAL)

| | | | |
|---|--|----------------------------------|--|
| Data Science, Advanced Applications, and Automation | | Administrative Data and Research | |
| 2.2 Other services | | | |
| Data analysis training services | | Legal services | |
| Specialist ICT services | | | |

Section 3: Projects of Individual bidder or Organisation/ Entity

(In Section 3 Organisations / entities are allowed to either provide projects of the Organisation / Entity or of their Principal / Lead Advisor.)

B1: Data and technical analysis

B1.1: Public sector experience (i.e. years of experience working with and/or in all spheres of government and its entities) in the field(s) indicated in section A.3.

Please list your top projects in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|--|--|
| Area of specialisation | |
| Project/Study/Report | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |
| Contract value (ZAR) | |
| National / Provincial / Local / Public/State-owned entity | |
| Description of project/study/report (120 words) | |

B1.2: Specific relevant professional experience in the field(s) indicated in section A.3.

Please list your top projects in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|--|--|
| Area of specialisation | |
| Project/Study/Report | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |
| Contract value (ZAR) | |
| Description of project/study/report (120 words) | |



ANNEXURE B: CV TEMPLATE (COMPANY/INDIVIDUAL)

B1.3: Experience in working with large administrative and unstructured data.

Please list your top projects in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|--|--|
| Area of specialisation | |
| Project/Study/Report | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |
| Contract value (ZAR) | |
| Size of datasets analysed (number of cases and fields) | |
| Description of project/study/report (120 words) | |

B2: Other services

B2.1: Public sector experience (i.e. years of experience working with and/or in all spheres of government and its entities) in the field(s) indicated in section A.3.

Please list your top projects/clients in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|---|--|
| Area of specialisation | |
| Project/Service | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |
| Contract value (ZAR) | |
| National / Provincial / Local / Public/State-owned entity | |
| Description of project/service (120 words) | |

B2.2: Number of years working in the field(s) indicated in section A.3.

Please list your top projects/clients in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|---|--|
| Area of specialisation | |
| Project/Service | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

ANNEXURE B: CV TEMPLATE (COMPANY/INDIVIDUAL)

| | |
|---|--|
| Contract value (ZAR) | |
| Description of project/service (120 words) | |

B2.3: Client profile in the field(s) indicated in section A.3.

Please list your top projects/clients in terms of relevance and impact and covering more than ten years of experience or your total if you have less than ten years of experience using the format:

| | |
|--|--|
| Area of specialisation | |
| Project/Service | |
| Name of Client (current or past) | |
| Contactable client reference | |
| Duration of relationship (Date [from – to]) | |
| Contract value (ZAR) | |
| Description of project/service (120 words) | |



Special Conditions of Contract

NT003-2025

**APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR
GENERAL FOR A PERIOD OF THREE (3) YEARS**

CLOSING DATE: 21 MARCH 2025 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

| |
|---|
| <p>S U P P L Y C H A I N M A N A G E M E N T</p> |
|---|

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts 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), Preferential Procurement Policy Framework Act (PPPFA), NT SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract takes precedence.

B. EVALUATION PROCESS AND CRITERIA

1. EVALUATION PROCESS

- 1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

1.1.1 Phase 1A: Initial screening process

- a) In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- Business registration, including details of directorship and membership.
- Bank Account holder information.
- In the service of the State status.
- Tax compliance status.
- Identity number.
- Tender default and restriction status; and
- Any additional and supplementary verification information communicated by National Treasury.

b) Administrative compliance

Duly completed and signed.

- Invitation to bid – SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form – SBD 6.1
- Provide ID copies for all managing Directors.
- CIPC

1.1.2 Phase 1B: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- 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:
- e) 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.
- f) The technical proposal will be scored out of 100 points, with a minimum threshold of 70% required. Bidders that do not meet the minimum functionality threshold of 70% will not be considered for further evaluation. Bidders will be evaluated on the functionality evaluation criteria in a table below:

Table 1: Summary of functional/Technical Evaluation Criteria

A bidder that scores less than **70%** points out of **100** as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

| EVALUATION CRITERIA | | WEIGHT | SCORING CRITERIA |
|---------------------|--|--------|--|
| 1.1 | Highest qualification in relevant selected categories | 20 | 5 = Master's degree (NQF 9) or higher 4 = Honours degree or Postgraduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advanced Diploma (NQF 7) 2 = National Diploma/(NQF6) 1 = Matric or less) |
| 1.2 | Public sector experience (i.e. years of experience working with and/or in all spheres of government and its entities) in the field(s) indicated on CV template Bidder/ Consultant must provide a minimum of 3 reference letters from business organizations and/or entities that have | 30 | 5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1 = less than 2 years' experience |

| | | | |
|-----|--|------------|--|
| | <p>provided services to (contactable references will be verified).</p> <p>Each letter must include the following information:</p> <ul style="list-style-type: none"> • Client name and industry • Contact person, phone number and company business address • Contract period • The value of the contract awarded <p>NB: Letter that does not reflect all required items will be allocated the lowest score.</p> | | |
| 1.3 | Specific relevant professional experience in the field(s) indicated on CV template | 30 | <p>5= 10 or more projects as a technical lead or major participant</p> <p>4= 7-9 projects as a technical lead or major participant</p> <p>3= at least 4-6 projects as a technical lead or major participant</p> <p>2= 1-3 project as a technical lead or major participant</p> <p>1= no relevant work experience</p> |
| 1.4 | <p>Experience in working with large administrative and unstructured data</p> <p>Data can be large based on size (can range from gigabytes (GB) to petabytes (PB), depending on the industry and application) and volume (can contain a large number of transactions, records or observations e.g. millions or billions of rows of observations).</p> | 20 | <p>5 = 8 or more years relevant experience</p> <p>4 = 6 to 7 years relevant experience</p> <p>3 = 5 years relevant experience</p> <p>2 = 3 to 4 years relevant experience</p> <p>1= less than 2 years' experience</p> |
| | Maximum Technical Score | 100 | |
| | Threshold | 70 | |

Expertise listed under section 2.2 will be evaluated according to the criteria laid out in table 2 below. The maximum score is 100 with a threshold of 70 points.

Table 2: Evaluation criteria: Other expertise

| EVALUATION CRITERIA | | WEIGHT | SCORING CRITERIA |
|---------------------|---|--------|--|
| 1.1 | Highest qualification in relevant selected categories | 20 | <p>5 = Master's degree (NQF 9) or higher</p> <p>4 = Honours degree or Postgraduate</p> |

| | | | |
|-----|---|------------|--|
| | | | Diploma (NQF 8) 3 = Bachelors' Degree/ Advanced Diploma (NQF 7) 2 = National Diploma/(NQF6) 1 = Matric or less) |
| 1.2 | Number of years working in the field(s) indicated on CV template | 30 | 5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience |
| 1.3 | Client profile in the field(s) indicated on CV template Bidder/ Consultant must provide a minimum of 3 reference letters from business organizations and/or entities that have provided services to (contactable references will be verified). Each letter must include the following information: <ul style="list-style-type: none"> • Client name and industry • Contact person, phone number and company business address • Contract period • The value of the contract awarded NB: Letter that does not reflect all required items will be allocated the lowest score. | 50 | 5= 8 to 10 private sector and/or government departments in client list 4= 6 to 8 private sector and/or government departments in client list 3= 3 to 5 private sector and/or government departments in client list 2= 1 to 2 private sector and/or or government departments in client list 1= no private sector and/or government department in client list |
| | Maximum Technical Score | 100 | |
| | Threshold | 70 | |

NB: Failure to meet the set minimum threshold of 70% on technical evaluation will result in no further evaluation on price and specific goals.

Each panel member will rate each individual criterion on the score sheet using the following scale:

| Value | Description |
|---------------|--|
| 5 - Excellent | Meets and exceeds the functionality requirements |
| 4 - Very Good | Above average compliance to the requirements |
| 3 - Good | Satisfactory and should be adequate for stated element |
| 2 - Average | Compliance to the requirements |
| 1 - Poor | Unacceptable, does not meet set criteria |

- g) 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% will be evaluated and scored in terms of pricing and specific goals as indicated hereunder.
- h) 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.
- i) 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 specific goals.

TERMS AND CONDITIONS

- a) Particular project/service will be initiated by means of written instructions to the successful bidders.
- b) National Treasury reserves the right to reduce the number of service providers appointed on the panel.
- c) National Treasury reserves the right to terminate the contract if there is a breach of the agreed specifications.
- d) National Treasury reserves the right to appoint or not to appoint.
- e) National Treasury reserves the right to terminate the contract where they are unable to meet the service level requirements or not compliant to other relevant legislations.
- f) Bidders are expected to select a maximum of 2 areas of commodities/expertise on Annexure A for administration purposes.
- g) Rotation of consultants if more than one same category selected.
- h) Department of Public Service Administration (DPSA) rates to be applied were applicable and other legislative relevant rates.

2. EVALUATION CRITERIA

- a) In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
 - Specific goals (maximum 20 points)
- b) The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

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

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

- c. The State reserves the right to arrange contracts with more than one contractor.

2.1 POINTS

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.

| # | Specific goals | Score | Required proof/ documents to be submitted for evaluation purposes |
|---|---|----------|---|
| 1 | The company owned by people who are Youth. <ul style="list-style-type: none"> 100% company owned by people who are Youth = 5 points | 5 points | Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status: <ul style="list-style-type: none"> Company Registration |

| | | | |
|----|---|----------|---|
| | <ul style="list-style-type: none"> • $\geq 51\%$ and $< 100\%$ company owned by people who are Youth = 3 points • $> 0\%$ and $< 51\%$ company owned by people who are Youth = 1 point • 0% company owned by people who are Youth = 0 point | | <p>Certification/ document (CIPC)</p> <ul style="list-style-type: none"> • Company Shareholders certificate • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number) • B-BBEE Certificate of the tendering company. • Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System). • Agreement for a Consortium, Joint Venture, or Trust. |
| 2 | <p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> • 100% company owned by HDI = 10 points • $\geq 51\%$ and $< 100\%$ company owned by HDI = 8 points • $> 0\%$ and $< 51\%$ company owned by HDI = 4 points • 0% company owned by HDI = 0 point | 5 points | |
| 3. | <p>The company owned by HDI (Women).</p> <ul style="list-style-type: none"> • 100% company owned by HDI = 5 points • $\geq 51\%$ and $< 100\%$ company owned by HDI = 3 points • $> 0\%$ and $< 51\%$ company owned by HDI = 1 point • 0% company owned by HDI = 0 point | 5 points | |
| 4. | <p>The company owned by HDI (people who are disabled).</p> <ul style="list-style-type: none"> • 100% company owned by HDI = 5 points • $\geq 51\%$ and $< 100\%$ company owned by HDI = 3 points | 5 points | |

| | | | |
|--|--|--|--|
| | <ul style="list-style-type: none"> • >0% and <51% company owned by HDI = 1 point • 0% company owned by HDI = 0 point | | |
|--|--|--|--|

***NB: Points will be allocated based on % ownership to the Company (main tendering entity). Please attach proof/ required documents.**

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

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

- The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various specific goals forms in order to claim points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- The National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.
- Points scored will be rounded off to the nearest 2 decimals.
- In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. 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.

3. MANDATORY REQUIREMENTS

3.1 A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed or attached, such a bid will be eliminated from any further evaluation.

- Proof of company registration on Central Supplier Database Registration (CSD).
- In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.

- c) In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted and will be verified.
- d) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) or separate CSDs for both companies are required.
- e) The cover page of the technical proposal must be submitted in the prescribed format provided in Annexure A.
- f) CV's (**Annexure B** - template provided) must be signed by the proposed resource and not signed on behalf of the proposed resource. Unsigned or incomplete CVS and CVs submitted in a different template will not be considered. It should be noted that no consideration will be made to any bidder, that has provided profiles for their resources, which are also provided by another competitor in this same bid, this is considered collusive tendering.

FAILURE TO ADHERE TO THE CONDITIONS OF THE BID WILL LEAD TO DISQUALIFICATION.

NOTE: Additional Required Documents (Not for elimination)

- g) Tax compliance status verification Pin issued by SARS.
- h) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA).
- i) Valid work permit and existing security clearance for foreign nationals are compulsory
- j) Copies of qualifications of personnel should be certified within the last six (6) months and should submit their highest qualification only, and in a case of foreign qualifications it is the responsibility of the bidder to ensure SAQA accreditation is confirmed and submitted. If not submitted, the lowest score will be allocated.

4. TAX COMPLIANCE STATUS

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

5. VALUE ADDED TAX

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

6. CLIENT BASE

- 6.1** National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

7. LEGAL IMPLICATIONS

Successful service providers will enter into a service level agreement with National Treasury

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by 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.

9. LATE BIDS

Bids received after the closing date and time will not be accepted for consideration and where applicable.

10. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

11. 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.

12. 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.

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

13. TIMEFRAMES AND FORMAL CONTRACT

Successful bidder(s) will enter into a formal contract with the National Treasury.

14.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: **NT003-2025**

Description: **APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR GENERAL FOR A PERIOD OF THREE (3) YEARS**

Bid closing date and time: **21 MARCH 2025 AT 11H00AM**

14.2 PRICE/ FINANCIAL PROPOSAL

Bid No: **NT003-2025**

Description: **APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR GENERAL FOR A PERIOD OF THREE (3) YEARS**

Bid closing date and time: **21 MARCH 2025 AT 11H00AM**

15 CONTACT DETAILS

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NT003-2025

CLOSING TIME 11:00 AM ON 21 MARCH 2025

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

| ITEM NO | DESCRIPTION | BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u> |
|------------|-------------|--|
|------------|-------------|--|

APPOINTMENT OF A PANEL OF CONSULTANTS TO THE OFFICE OF THE DIRECTOR GENERAL FOR A PERIOD OF THREE (3) YEARS

Services must be quoted in accordance with the attached terms of reference.

Total cost of the assignment (R inclusive VAT)

R.....

NB: Bidders are also advised to indicate a total cost breakdown for this assignment.

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid_____
3. Are the rates quoted firm for the full period? Yes/No
4. 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: National Treasury

Any enquiries regarding technical enquiries may be directed to –

Contact Person: NTAdministrativeTenders@Treasury.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

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

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

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

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

| | |
|-----------|----------------|
| | |
| Signature | Date |
| | |
| Position | Name of bidder |

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

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

1. GENERAL CONDITIONS

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

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

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

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

| | POINTS |
|--|------------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|
| The company owned by people who are Youth. <ul style="list-style-type: none"> • 100% company owned by people who are Youth = 5 points • ≥51% and <100% company owned by people who are Youth = 3 points • >0% and <51% company owned by people who are Youth = 1 point • 0% company owned by people who are Youth = 0 point | 5 points | |
| The company owned by Historically Disadvantaged Individuals (HDI) (Black). <ul style="list-style-type: none"> • 100% company owned by HDI(Black) = 5 points • ≥51% and <100% company owned by HDI (Black) = 3 points • >0% and <51% company owned by HDI (Black)= 1 point • 0% company owned by HDI (Black)= 0 point | 5 points | |

| | | |
|--|----------|--|
| The company owned by HDI (Women). <ul style="list-style-type: none"> • 100% company owned by HDI(Women) = 5 points • ≥51% and <100% company owned by HDI (Women) = 3 points • >0% and <51% company owned by HDI (Women) = 1 point • 0% company owned by HDI(Women) = 0 point | 5 points | |
| The company owned by HDI (people who are disabled). <ul style="list-style-type: none"> • 100% company owned by HDI = 5 points • ≥51% and <100% company owned by HDI = 3 points • >0% and <51% company owned by HDI = 1 point • 0% company owned by HDI = 0 point | 5 points | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – Individuals:
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

| | |
|--|--|
| Contractor/Supplier Name: | |
| | |
| Natural Persons: | |
| Surname: | |
| Initials: | |
| First two names: | |
| Title: | |
| ID number or passport number: | |
| Nationality: | |
| Income Tax reference number: | |
| Date of birth: | |
| If not a citizen of the RSA, furnish a certified copy of a work permit: | |
| Postal address and code: | |
| | |
| | |
| Residential address and code: | |
| | |
| | |
| Telephone numbers: | |
| Facsimile numbers: | |
| E-mail address: | |
| If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof: | |
| Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence: | |

DEPARTMENT OF NATIONAL TREASURY

| |
|--|
| |
|--|

| | Question | Yes | No |
|---------------------------------|--|-----|----|
| 1. | Do you supply services on behalf of a Labour Broker? | | |
| 2. | Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> The manner of duties performed; The hours of work; The quality of work. | | |
| 3. | Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period) | | |
| 4. | Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> Leave pay; Medical aid; Training; Sick Leave. | | |
| 5. | Will, or have you be/been in the full time employment of the NT? | | |
| 6. | Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract? | | |
| 7. | Do you supply these, or similar, services only to the NT and not to any other client or the general public? | | |
| 8. | Will you be required to work more than 22 hours per week? | | |
| 8.1 | If "yes", will payment be made on an hourly, daily weekly or monthly basis? | | |
| 8.2.1 | Will you work solely for the NT? | | |
| 8.2.2 | Will you provide a written statement to this effect? | | |
| | | | |
| Non-Residents of the RSA | | | |
| 9. | Will you return to your jurisdiction of residence upon the termination of the contract? | | |
| 10. | Is the contract to exceed a period of three years? | | |
| 11. | Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time? | | |
| 12. | Is your employer resident in the Republic of South | | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|----------|---|-----|----|
| | Africa or does a permanent establishment or branch represent the employer in the Republic? | | |
| 13. | If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch? | | |
| 14. | Will you be required to perform any work outside of the Republic? | | |
| 15. | Do you agree to submit copies of your passport should the NT, so require? | | |

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

| Representative's Full Names: | Capacity: | Contact number: |
|------------------------------|-----------|-----------------|
| | | |
| Signature: | | Date: |
| | | |

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

**Contractors'/Suppliers' Questionnaire – All Service Providers
(excluding Individuals): **Questionnaire B:****

Please answer the questions by marking the appropriate column with an "X".
Please do not leave out any question relating to your specific circumstances.

| | |
|--|--|
| Contractor/Supplier Name: | |
| | |
| Corporate Contractors (including companies, close corporations and trusts): | |
| Registered name and furnish a certified copy of registration: | |
| Nature of legal entity: | |
| Trade name: | |
| Registration number: | |
| Date of incorporation: | |
| Jurisdiction of incorporation: | |
| Jurisdiction where effective management is performed: | |
| Income tax reference number: | |
| Employees' Tax reference number: | |
| Value Added Tax number and furnish a certified copy of VAT 103 Certificate: | |
| Postal address and code: | |
| | |
| | |
| Physical address and code: | |
| | |
| | |
| Telephone numbers: | |
| Facsimile numbers: | |
| E-mail address: | |
| | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|----------|--|-----|----|
| 1. | Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract. | | |
| 2. | Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family) | | |
| 3. | Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged) | | |
| 4. | Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor? | | |
| 5. | Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training: | | |
| 6. | Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties? | | |
| 7. | In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof: | | |
| 8. | Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service? | | |
| 9. | Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals? | | |
| 10. | Will more than 80% of your income, during the year | | |

DEPARTMENT OF NATIONAL TREASURY

| Question | | Yes | No |
|----------|---|-----|----|
| | of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from any one client , or any associated institution, in relation to the client? | | |
| 11. | Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)] | | |
| 12. | Does your contract contain any clause that will enable you to receive payment, even if no work was done? | | |
| 13. | Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client? | | |
| 14. | If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate: | | |

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

| | | |
|-------------------------------------|------------------|------------------------|
| Representative's Full Names: | Capacity: | Contact number: |
| | | |
| Signature: | | Date: |
| | | |

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

- 16. Payment**
- 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.

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.