

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)</b>					
BID NUMBER:	NT016-2022	CLOSING DATE:	25/11/2022	CLOSING TIME:	11:00 AM
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE FOLLOWING ADDRESS:					
<b>TENDER INFORMATION CENTRE (TIC)</b>					
<b>DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>240 Madiba Street, Pretoria</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ANSWER PART B:3 BELOW ]
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</b>			
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE (ALL INCLUSIVE)</b>	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY	<b>National Treasury</b>		CONTACT PERSON
CONTACT PERSON	<b>NTAdministrativeTenders@Treasury.gov.za</b>		TELEPHONE NUMBER
TELEPHONE NUMBER			FACSIMILE NUMBER
FACSIMILE NUMBER			E-MAIL ADDRESS
E-MAIL ADDRESS	<b>NTAdministrativeTenders@Treasury.gov.za</b>		

## PART B TERMS AND CONDITIONS FOR BIDDING

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

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



**TERMS OF REFERENCE**

**APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS**

**Summary**

Title: To appoint a Service provider to perform, implement Business Impact Analysis (BIAs) and provide recommendations to the National Treasury.

Description: The purpose of the tender is to secure a service provider that will complete the various National Treasury outstanding BIAs as well as review the completed BIAs to ensure relevance and address identified gaps in business needs.

The objectives and goals of compiling the BIA will be to identify and consider how activities and resources that support the delivery of NT services are impacted by potential disruptive events. Assess the impact of possible disruptions on business processing and to identify resource requirements for business processing in the context of such disruptions.

Activity Type: Short Term  
Category:

Expert/s	Category
<ul style="list-style-type: none"> <li>● 1 Project Manager</li> <li>● 3 BCM Analysts</li> </ul>	BCM Experts

Month (s) Work: Project to be executed over a period of eight (8) months  
Project Beneficiary: National Treasury (NT)  
Contracting Authority: National Treasury (NT)

## 1. BACKGROUND

- 1.1 The National Treasury (NT) is committed to a conducive and healthy working environment with an intent to ensure safety of its employees and create a pleasant working environment. NT depends upon its resources and capabilities to effectively deliver its mandate. Therefore, NT is committed to being proactive by supporting and implementing appropriate Business Continuity Management (BCM) processes and systems to ensure that when emergencies and disasters occur they do not negatively impact the department and that the financial and reputational risks are managed effectively.
- 1.2 The BCM Unit, under the Office of the Chief Risk Officer, is tasked with ensuring that NT has a BCM Programme in place that comprises of an Emergency Management Plan (EMP), a Business Continuity Plans (BCPs) and Disaster Recovery Plan (DRP) by facilitating BCM processes to promote resilience and continuity of operations should an unforeseen event occur.
- 1.3 In mitigating the risk of operational disruptions, NT needs to ensure that the BCM is an integral part of its daily operations. It is therefore imperative to have BCPs aimed at ensuring that the most critical functions of the Department continue to operate with minimum disruptions as aligned to the Recovery Point Objectives (RTOs) and with the required Recovery Point Objectives (RPOs).

## 2. RATIONALE FOR THE PROJECT

- 2.1 The BIA project becomes imperative to NT in order to establish enterprise wide BCM systems as well as implementing solutions in response to those business needs. The main objective of the BIA project is to assess the impact of disruptions on mission critical objectives of the NT. The BIA project will also assist in identifying resources required in the context of disruptions.
- 2.2 The objectives and goals of compiling BIAs will be to identify and consider how activities and resources that support the delivery of NT's objectives are impacted by potential disruptive events.
- 2.3 The BIA phase must be concluded before solution options are implemented to allow business to be in line with the RTOs. The BIA is of fundamental value in establishing a practical and effective BCM system and process.
- 2.4 The BIA results will enable NT to:
  - 2.4.1 Mitigate the potential damages of natural and man-made disasters
  - 2.4.2 Develop a plan to protect assets and data.
  - 2.4.3 Identify business processes that are vital to the NT

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- 2.4.5 Identify how each area of business of the NT is tied up to another.
- 2.4.6 Determine which resources are necessary to continue business functionality at the least possible output.
- 2.4.7 Determine how long will business remain viable without full functionality.
  
- 2.5 After the BIA process is completed and the BIA report detailing the outcomes and recommendations, the BCM unit should be able to review all Business Continuity Governance documents to be outward and future looking to enable alignment with the rest of the world and the 4<sup>th</sup> industrial revolution. In the review process, the BCM unit will identify some drivers of change which could drive the future work force such as:
  - 2.5.1 Smart ICT systems;
  - 2.5.2 Artificial intelligence,
  - 2.5.3 High availability of services
  - 2.5.4 Machine learning and robotics.
  - 2.5.5 Changing work environments and flexible working arrangements
  - 2.5.6 Mobile internet and cloud technology; and
  - 2.5.7 Advances in computing power and Big Data
  
- 2.6 BIA completion will play a vital role in the comprehensive and practical BCM process and systems and this will ensure that essential services provided by the NT are delivered irrespective of the operational conditions or business disruptions.

**3. PROJECT DESCRIPTION**

**3.1 Purpose**

The purpose of this project is to review, enhance and develop Divisional BIA's with the aim of improving and reviewing governance documents i.e. the BCPs, BCM Policy, Strategy and Divisional Plans. This process will also result in improved organisational resilience through use of relevant technology.

**3.2 SCOPE OF WORK**

The project will entail the following high-level activities:

- 3.2.1 Review of existing BIA documents for business alignment.
- 3.2.2 Conducting BIAs for all 23 outstanding Chief Directorates, under the following Divisions:

Division	Number of Chief Directorates
Economic Policy	2
Intergovernmental Relations	2
International Regional Economic Policy	1
Office of the Accountant General	7
Office of the Director General	2
Ministry of Finance	1
Corporate Services	3

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- 3.2.3 Producing divisional BIA reports.
- 3.2.4 Documenting the critical operational times for all specified divisions.
- 3.2.5 Reviewing and updating of the NT Business Continuity Policy and Strategy.
- 3.2.6 Developing divisional business continuity plans in line with the BIA results.
- 3.2.7 Analysing BIA data from available organizational documentation in the NT.
- 3.2.8 Validating BIA data through BIA workshops conducted at Chief Directorate level for NT
- 3.2.9 Maintaining the BIA documents through the various stages of data collection.
- 3.2.10 Biweekly project status report submitted to the project coordinator for review and endorsement
- 3.2.11 Facilitating sign-off on finalization of the BIA document for each Chief Directorate.
- 3.2.12 Documenting and issuing divisional BIA reports.
- 3.2.13 Documenting a schedule of critical operational times for Business Continuity planning purposes.
- 3.2.14 Updating of BCM calendar based on the results of the BIA conducted.
- 3.2.15 Three hard copies plus electronic copy of the final report written in English submitted to the NT

**4. RESOURCES REQUIRED**

- 4.1 In order to fulfil the above requirements, the NT needs to obtain expertise of BIA experts as indicated in the table below:

<b>EXPERT</b>	<b>REQUIREMENTS</b>
<b>1 BCM Project Manager</b>	<p>The expert must have a degree or equivalent qualification in Financial Management, Internal Audit, Risk Management, Computer Science or Information Systems. With at least 4 year's project management experience and expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Management consulting, business strategy, business operations or related fields;</li> <li>• Public service enterprise industry experience, strongly desired;</li> <li>• Proven experience working with, influencing, provoking and driving senior level leadership;</li> <li>• Proven experience managing and developing matrix teams;</li> <li>• Proven track record of coordinating across multiple teams to drive action and accountability towards a shared goal;</li> <li>• Demonstrated understanding of the business areas BIA operates in and the work BIA does;</li> <li>• Excellent project management skills with demonstrated ability to meet project timelines and produce value-added results;</li> <li>• Experience in driving adoption of cultural and process changes; and</li> <li>• Understanding of Finance, HR and Procurement.</li> </ul>

## TERMS OF REFERENCE

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<b>1 Business Continuity Analyst</b>	<p>The Analyst must have a Degree or equivalent qualification in Financial Management with at least three years' experience and expertise in conducting BIA and compiling reports.</p> <p>With relevant experience completing the following activities:</p> <ul style="list-style-type: none"><li>• Investigate and perform business impact analysis, determine business system requirements and identify alternatives.</li><li>• Set up and facilitate surveys with stakeholders to gather, elicit and identify business continuity requirements.</li><li>• Translate business requirements to a level of detail appropriate for implementation; and</li><li>• Develop Divisional BCPs</li></ul>
<b>1 Business Continuity Analyst</b>	<p>The Analyst must have a Degree or equivalent qualification in Internal Audit or Risk Management with at least 3 years' experience and expertise in conducting BIA and compiling reports.</p> <p>With relevant experience completing the following activities:</p> <ul style="list-style-type: none"><li>• Investigate and perform business impact analysis, determine business system requirements and identify alternatives.</li><li>• Set up and facilitate surveys with stakeholders to gather, elicit and identify business continuity requirements.</li><li>• Translate business requirements to a level of detail appropriate for implementation; and</li><li>• Develop Divisional BCPs</li></ul>
<b>1 Business Continuity Analyst</b>	<p>The Analyst must have a Degree or equivalent qualification in Computer Science or Information Systems with at least three years' experience and expertise in conducting BIA and compiling reports.</p> <p>With relevant experience completing the following activities:</p> <ul style="list-style-type: none"><li>• Investigate and perform business impact analysis, determine business system requirements and identify alternatives.</li><li>• Set up and facilitate surveys with stakeholders to gather, elicit and identify business continuity requirements.</li><li>• Translate business requirements to a level of detail appropriate for implementation; and</li><li>• Develop Divisional BCPs</li></ul>

## 5. EVALUATION

An administrative evaluation will be carried out on all the bids received and only if the under-mentioned documentation is submitted:

- a) Proof of company registration on Central Supplier Database Registration (CSD)
- b) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labour.
- c) In the case of Joint Ventures and consortium, proposals must contain Teaming Agreements.
- d) In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified) for both companies must be submitted.



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- e) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
- f) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
- g) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.
- h) Details of the budget / fee breakdown for the services to be rendered. Fee/cost (SBD 3.3) structure to be submitted in a separate envelop (NB: This information must only be marked financial proposal, failure to submit will lead to your bid being disqualified).

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

5.1. Technical Requirements for all bidders

- i) A comprehensive CV of the Project Manager (1) and Business Continuity Analysts (X3) in the with certified copies of qualifications, clearly defined experience, and details of three contactable references. Also include any restraint of trade agreements that are in place.
- ii) Project Plan (incl. Approach and Methodology) detailing the service provider’s perspective on how the assignment should be approached, expected difficulties and how these may be addressed; required support; and how their qualifications and experience will assist them to successfully complete the assignment. and
- iii) Evidence/sample/links of similar work completed.

**6. EVALUATION OF QUALIFICATION CRITERIA**

A bidder that scores less than 60 points out of 100 as per categories in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

The bidders will be assessed using the following criteria:

1.1.	Functionality Evaluation Criteria for BCM Project Manager (1)	Scoring	Weight %
1.1.1.	<b>Qualifications</b> A Degree or equivalent qualification in Financial Management, Internal Audit, Risk Management, Computer Science or Information Systems.	5 = Greater than NQF 8 4 = Postgraduate/NQF8 3=bachelor’s degree/NQF7 2 = Diploma 1 = Matric or less	5
1.1.2.	<b>Professional Experience</b> The project manager must have a minimum experience of at least 4 years in project management for BCM Projects. A comprehensive CV must be attached with expertise in the following areas:	5 = 9 or more years 4 = (6 to 8) years 3 = (4 to 5) years 2 = (1 to 3) years 1 = (less than 1 year)	15

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	<ul style="list-style-type: none"> <li>Management consulting, business strategy, business operations or related fields.</li> <li>Overseeing of BIAs performed.</li> <li>Public service enterprise industry experience.</li> <li>Proven experience leading projects</li> <li>Proven experience managing and developing matrix teams</li> <li>Proven track record of coordinating across multiple teams</li> <li>Previous project planning experience</li> </ul>		
<b>1.2.</b>	<b>Functionality Evaluation Criteria for Business Continuity Analyst</b>	<b>Scoring</b>	<b>Weight %</b>
<b>1.2.1.</b>	<p><b>Qualifications</b></p> <p>The analyst must have a Degree or equivalent qualification in Financial Management.</p>	<p>5 = Greater than NQF 8</p> <p>4 = Postgraduate/NQF8</p> <p>3=bachelor's degree /NQF7</p> <p>2 = Diploma</p> <p>1 = Matric or less</p>	<b>5</b>
<b>1.2.2.</b>	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field.</p> <p>A comprehensive CV must be attached with expertise in the following areas:</p> <ul style="list-style-type: none"> <li>Hands-on experience with carrying out BIAs</li> <li>Development of Divisional BCPs</li> <li>Updating of BCM Policy and Strategy</li> <li>Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>	<p>5 = 7 or more years</p> <p>4 = (5 to 6) years</p> <p>3 = (3 to 4) years</p> <p>2 = (1 to 2) years</p> <p>1 = (less than 1 year)</p>	<b>10</b>
<b>1.3.</b>	<b>Functionality Evaluation Criteria for Business Continuity Analyst</b>	<b>Scoring</b>	<b>Weight %</b>
<b>1.3.1.</b>	<p><b>Qualification</b></p> <p>The analyst must have a Degree or equivalent qualification in Internal Audit or Risk Management.</p>	<p>5 = Greater than NQF 8</p> <p>4 = Postgraduate/NQF8</p> <p>3=bachelor's degree /NQF7</p> <p>2 = Diploma</p> <p>1 = Matric or less</p>	<b>5</b>
<b>1.3.2.</b>	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field</p> <p>A comprehensive CV must be attached with expertise in the following areas:</p>	<p>5 = 7 or more years</p> <p>4 = (5 to 6) years</p> <p>3 = (3 to 4) years</p> <p>2 = (1 to 2) years</p> <p>1 = (less than 1 year)</p>	<b>10</b>

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	<ul style="list-style-type: none"> <li>Hands-on experience with carrying out BIAs</li> <li>Development of Divisional BCPs</li> <li>Updating of BCM Policy and Strategy</li> <li>Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>		
<b>1.4.</b>	<b>Functionality Evaluation Criteria for Business Continuity Analyst</b>	<b>Scoring</b>	
<b>1.4.1.</b>	<p><b>Qualification</b></p> <p>The analyst must have a Degree or equivalent qualification in Computer Sciences or Information Systems</p>	<p>5 = Greater than NQF 8                      4 = Postgraduate/NQF8                      3=bachelor's degree /NQF7                      2 = Diploma                      1 = Matric or less</p>	<b>5</b>
<b>1.4.2.</b>	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field                      A comprehensive CV must be attached with expertise in the following areas:</p> <ul style="list-style-type: none"> <li>Hands-on experience with carrying out BIAs</li> <li>Development of Divisional BCPs</li> <li>Updating of BCM Policy and Strategy</li> <li>Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>	<p>5 = 7 or more years                      4 = (5 to 6) years                      3 = (3 to 4) years                      2 = (1 to 2) years                      1 = (less than 1 year)</p>	<b>10</b>
<b>1.5.</b>	<b>Approach and Methodology</b>		
<b>1.5.1.</b>	<p>The bidder to submit a project plan with timelines to the NT on the methodology to be implemented in conducting the Business Impact Analysis. This must include the following processes:</p> <ol style="list-style-type: none"> <li>Determining the context</li> <li>Data collection method</li> <li>Systems description</li> <li>Resource requirements - The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.</li> <li>Identification of Recovery Priorities for System Resources.</li> <li>Proposed Work Schedule: The timing, sequence and duration of the proposed tasks. The expected number of working days required from each category of expert</li> </ol>	<p>5 = Excellent Methodology and project plan includes all 6 processes plus innovations beyond the proposed processes                      4 = Very Good 5 processes outlined and aligned to the project plan.                      3 = Good 3 to 4 processes outlined and aligned to the project plan.                      2 = Average 2 processes outlined and aligned to project plan.                      1 = Poor</p>	<b>20</b>

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	each month during the period of execution of the contract.	Methodology and project plan addresses 1 process.	
<b>1.5.2.</b>	<b>Proven Record</b>  The bidder to submit a list of three (3) or more similar projects that were executed, in the past five (5) years as per the scope of work section 3 and section 4 The list must mention the following (please complete <b>Annexure A</b> ):	5 = List attached with 5 or more projects listed, all 7 requirements detailed  4 = List attached with 4 projects listed, all 7 requirements detailed  3 = List attached with 3 projects listed, all 7 requirements detailed  2 = List attached with 1 or 2 projects listed, with some requirements detailed  1 = No list of projects and contactable references attached	<b>15</b>
	Total:		100
	Threshold		60%

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

<b>Value</b>	<b>Description</b>
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

**PRICE AND PREVERANCE POINTS.**

<b>CRITERIA</b>	<b>WEIGHT</b>
Project cost	80
B-BBEE status level contributor	20

**NB:** The Financial Proposal must contain the financial proposal (SBD 3.3), which includes: the total bid prices for stated time frame and bill of quantities for procurement of goods, or scope of work for procurement of services, the recurring, the maintenance cost and the disbursement cost if applicable.

**7. LOGISTICAL ARRANGEMENTS**

7.1. NT will provide physical workspace for the project team.

**NT016-2022: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS**

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- 7.2. Virtual meetings will be allowed were necessary or as per the client requirements
- 7.3. The successful bidder will be required to provide working tools such as laptops and computer equipment and any other item that may be necessary to assist in delivering the project effectively and on time.
- 7.4. Members of the team will be bound by the security arrangements and related policies and are expected to comply as such.

**8. TERMS AND CONDITIONS**

- 8.1. Successful bidder(s) must be able to commence work as soon as the service level agreement is signed. Service will be initiated by means of written instructions to the successful bidders, when required.
- 8.2. Appointed service providers must be available at all stages to provide assistance within the set time frames as requested.
- 8.3. National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- 8.4. National Treasury reserves the right to terminate the contract in the event that there is clear evidence of deviations from the agreed specifications.
- 8.5. National Treasury also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.
- 8.6. National Treasury reserves the right to appoint more than one service provider.

**9. PENALTIES/WARRANTIES**

- 9.1. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the National Treasury
- 9.2. National Treasury reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. National Treasury shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 9.3. Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the National Treasury associated with such non-compliance.

**10. INSTRUCTIONS FOR THE PROPOSAL**

- 10.1. This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 10.2. The requested information should be inserted and no changes to the layout should be made on the RFP Park.

**NT016-2022: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS**

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- 10.3. National Treasury requires a clear, concise and factual response. Bidders shall consult, in writing, with the National Treasury official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.4. Proposals must be compiled in the following manner:
- Clear indexing of the proposal content must be included.
  - One **(1)** original proposal (marked 'original') and four **(4)** copies (marked 'copies') must be submitted.
- 10.5. All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.
- Name of bidder
  - Description of proposal
  - RFP Number
  - Closing date and time
- 10.6. In the case of Joint Ventures and consortium, proposals must contain:
- Teaming Agreements
  - Consolidated B-BBEE certificate for all members of the Joint Venture and consortiums is required

## **11. TENDER COSTS**

- 11.1. The Bidder will be liable for all costs incurred in response to this request.

## **12. BIDDER'S RESPONSIBILITY**

- 12.1. The bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the National Treasury before submitting a completed response. Failure to do so will be at the bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- 12.2. The selected bidder(s) will be required to enter into a written agreement with National Treasury. This RFP or any part thereof may be incorporated into and made part of such an agreement. National Treasury shall not incur any obligation or liability towards the selected bidder(s) until a written contract has been signed by the duly authorised National Treasury representative and the bidder(s).

**13. TENDERING DETAILS**

Contact Details for technical enquiries

E-mail Address: [NTadministrativetenders.treasury.gov.za](mailto:NTadministrativetenders.treasury.gov.za)

Contact Details for administrative procurement enquiries

E-mail Address: [NTadministrativetenders.treasury.gov.za](mailto:NTadministrativetenders.treasury.gov.za)

**14. LATE SUBMISSIONS**

Proposals submitted after the specified closing date and time will not be considered.

**15. DECLARATION**

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder	
Name of contact Person	
Capacity	
Signature	Date







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**Special Conditions of Contract**

**NT016-2022:**

**APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS**

**CLOSING DATE: 25 NOVEMBER 2022 AT 11:00 AM**

**VALIDITY PERIOD: 90 DAYS**

S U P P L Y   C H A I N   M A N A G E M E N T

## **A LEGISLATIVE AND REGULATORY FRAMEWORK**

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

### **1. EVALUATION PROCESS AND CRITERIA**

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

#### **1.1.1 Phase I: Initial screening process**

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:

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

#### **1.1.2 Phase II: 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.
- d) The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- e) The panel members will individually evaluate the responses received against the following criteria as set out below: each individual criterion on the score sheet using the following scale:

1.1.	Functionality Evaluation Criteria for BCM Project Manager (1)	Scoring	Weight %
1.1.1.	<b>Qualifications</b>  A Degree or equivalent qualification in Financial Management, Internal Audit, Risk Management, Computer Science or Information Systems.	5 = Greater than NQF 8 4 = Postgraduate/NQF8 3=bachelor's degree/NQF7 2 = Diploma 1 = Matric or less	<b>5</b>
1.1.2.	<b>Professional Experience</b>  The project manager must have a minimum experience of at least 4 years in project management for BCM Projects. A comprehensive CV must be attached with expertise in the following areas: <ul style="list-style-type: none"> <li>• Management consulting, business strategy, business operations or related fields.</li> <li>• Overseeing of BIAs performed.</li> <li>• Public service enterprise industry experience.</li> <li>• Proven experience leading projects</li> <li>• Proven experience managing and developing matrix teams</li> <li>• Proven track record of coordinating across multiple teams</li> <li>• Previous project planning experience</li> </ul>	5 = 9 or more years 4 = (6 to 8) years 3 = (4 to 5) years 2 = (1 to 3) years 1 = (less than 1 year)	<b>15</b>
1.2.	Functionality Evaluation Criteria for Business Continuity Analyst	Scoring	Weight %
1.2.1.	<b>Qualifications</b> The analyst must have a Degree or equivalent qualification in Financial Management.	5 = Greater than NQF 8 4 = Postgraduate/NQF8 3=bachelor's degree /NQF7 2 = Diploma 1 = Matric or less	<b>5</b>

1.2.2.	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field. A comprehensive CV must be attached with expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Hands-on experience with carrying out BIAs</li> <li>• Development of Divisional BCPs</li> <li>• Updating of BCM Policy and Strategy</li> <li>• Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>	<p>5 = 7 or more years 4 = (5 to 6) years 3 = (3 to 4) years 2 = (1 to 2) years 1 = (less than 1 year)</p>	<b>10</b>
<b>1.3.</b>	<b>Functionality Evaluation Criteria for Business Continuity Analyst</b>	<b>Scoring</b>	<b>Weight %</b>
1.3.1.	<p><b>Qualification</b></p> <p>The analyst must have a Degree or equivalent qualification in Internal Audit or Risk Management.</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3=bachelor's degree /NQF7 2 = Diploma 1 = Matric or less</p>	<b>5</b>
1.3.2.	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field A comprehensive CV must be attached with expertise in the following areas:</p> <ul style="list-style-type: none"> <li>• Hands-on experience with carrying out BIAs</li> <li>• Development of Divisional BCPs</li> <li>• Updating of BCM Policy and Strategy</li> <li>• Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>	<p>5 = 7 or more years 4 = (5 to 6) years 3 = (3 to 4) years 2 = (1 to 2) years 1 = (less than 1 year)</p>	<b>10</b>
<b>1.4.</b>	<b>Functionality Evaluation Criteria for Business Continuity Analyst</b>	<b>Scoring</b>	
1.4.1.	<p><b>Qualification</b></p> <p>The analyst must have a Degree or equivalent qualification in Computer Sciences or Information Systems</p>	<p>5 = Greater than NQF 8 4 = Postgraduate/NQF8 3=bachelor's degree /NQF7 2 = Diploma 1 = Matric or less</p>	<b>5</b>
1.4.2.	<p><b>Professional Experience</b></p> <p>The analyst must have a minimum experience of at least 3 years in the BCM field A comprehensive CV must be attached with expertise in the following areas:</p>	<p>5 = 7 or more years 4 = (5 to 6) years 3 = (3 to 4) years 2 = (1 to 2) years 1 = (less than 1 year)</p>	<b>10</b>

	<ul style="list-style-type: none"> <li>Hands-on experience with carrying out BIAs</li> <li>Development of Divisional BCPs</li> <li>Updating of BCM Policy and Strategy</li> <li>Facilitating surveys with stakeholders to gather, elicit and identify business continuity requirements</li> </ul>		
<b>1.5.</b>	<b>Approach and Methodology</b>		
<b>1.5.1.</b>	<p>The bidder to submit a project plan with timelines to the NT on the methodology to be implemented in conducting the Business Impact Analysis. This must include the following processes:</p> <ol style="list-style-type: none"> <li>Determining the context</li> <li>Data collection method</li> <li>Systems description</li> <li>Resource requirements - The methodologies contained in the offer should include a work plan indicating the envisaged resources to be mobilised.</li> <li>Identification of Recovery Priorities for System Resources.</li> <li>Proposed Work Schedule: The timing, sequence and duration of the proposed tasks. The expected number of working days required from each category of expert each month during the period of execution of the contract.</li> </ol>	<p>5 = Excellent Methodology and project plan includes all 6 processes plus innovations beyond the proposed processes 4 = Very Good 5 processes outlined and aligned to the project plan. 3 = Good 3 to 4 processes outlined and aligned to the project plan. 2 = Average 2 processes outlined and aligned to project plan. 1 = Poor Methodology and project plan addresses 1 process.</p>	<b>20</b>
<b>1.5.2.</b>	<p><b>Proven Record</b></p> <p>The bidder to submit a list of three (3) or more similar projects that were executed, in the past five (5) years as per the scope of work section 3 and section 4 The list must mention the following (please complete <b>Annexure A</b>):</p> <ul style="list-style-type: none"> <li>Contract Description</li> <li>Activities conducted</li> <li>Duration of the contract</li> <li>Amount</li> <li>Client Name</li> <li>Contact Number</li> <li>Contact Person</li> </ul>	<p>5 = List attached with 5 or more projects listed, all 7 requirements detailed 4 = List attached with 4 projects listed, all 7 requirements detailed 3 = List attached with 3 projects listed, all 7 requirements detailed 2 = List attached with 1 or 2 projects listed, with some requirements detailed 1 = No list of projects and contactable references attached</p>	<b>15</b>

	Total:		100
	Threshold		60%

- f) 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.
- g) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 60% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) Any proposal not meeting a minimum score of 60% for functionality proposal will be disqualified.
- i) 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.

#### 1.1.4 Phase III: Price/Financial stage and B-BBEE

Price/ Financial proposals must be submitted in South African Rand.

NT reserves the right to negotiate rates submitted by bidders.

## 2. EVALUATION CRITERIA

- a. In terms of regulation 5 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Broad-Based Black economic empowerment in terms of which points are awarded to bidders on the basis of:
  - The bided price (maximum 80 points)
  - Broad-based black Economic Empowerment as well as specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

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

$P_t$  = Comparative price of bid under consideration

$P_{min}$  = Comparative price of lowest acceptable bid

A maximum of 20 points may be awarded to a bidder for being a Broad-Based Black Economic Empowerment (BBBEE) contributor as stipulated on the National Treasury Preferential Procurement Policy. For this bid, the maximum number of BBBE points that could be allocated to a bidder is indicated in paragraph 3.1.

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

## 2.1 POINTS

The Preferential Procurement Regulations 2017 were gazetted on 20 January 2017 (No. 40553) with effect from 1 April 2017. These regulations require bidders provide relevant proof of their B-BBEE Status Level, the 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

Failure to submit a fully complete B-BBEE certificates / sworn affidavit will lead to no award of points for preference.

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various preference claim forms in order to claim preference points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status as per the policy. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

**c. Joint Ventures, Consortiums and Trusts**

- A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.



### 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.
- a) Proof of company registration on Central Supplier Database Registration (CSD)
  - b) Letter of Good Standing from the Office of the Compensation Commissioner as required by the Compensation for Occupational Injuries and Diseases Act (COIDA). The letter should be issued by the Department of Labor.
  - c) In the case of Joint Ventures and consortium, proposals must contain Teaming Agreements.
  - d) In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code (which will be verified) for both companies must be submitted.
  - e) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
  - f) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated B-BBEE certificate for all members is required.
  - g) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) is required.
  - h) Details of the budget / fee breakdown for the services to be rendered. Fee/cost (**SBD 3.3**) structure to be submitted in a separate envelop (NB: This information must only be **marked financial proposal**, failure to submit will lead to your bid being disqualified).

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

**NOTE: Additional Required Documents (Not for elimination)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code (which Will be verified)
- b) Valid certified BBEE certificate / affidavit in case of EME and QSE

### 4. TAX COMPLIANCE STATUS

- 4.1 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**

5.1 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 facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

**9. LATE BIDS**

**Bids received at the address indicated in the bid documents, after the closing date and time will not be accepted for consideration and where applicable, be returned unopened to the bidder.**

**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.

## **11. FRONTING**

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the National Treasury condemns any form of fronting.
- b. The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

## **12. PRESENTATION**

- 12.1 National Treasury may require presentations/interviews from short-listed bidders as part of the bid process.

### **NON-COMPULSORY BRIEFING SESSION:**

Date: 10 November 2022

Time: 11:00 am

Venue: Microsoft Teams

[Click here to join the meeting](#)

### 13. TIMEFRAMES AND FORMAL CONTRACT

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

### 14. PACKAGING OF BID

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

#### 15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: NT016-2022

Description: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS

Bid closing date and time: 25 NOVEMBER 2022 AT 11H00

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

#### 15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: NT016-2022

Description: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS

Bid closing date and time: 25 NOVEMBER 2022 AT 11H00

Name and address of the bidder:

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

**The Technical Proposal envelope must contain one original hard copy document, clearly marked "Original", and four (4) hardcopies, clearly marked "Copy". Bidders may attach soft copies in a USB format**

### 16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: [NTAdministrativeTenders@Treasury.gov.za](mailto:NTAdministrativeTenders@Treasury.gov.za)

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... **BID NO: NT016-2022**

**CLOSING TIME 11:00 ON 25 NOVEMBER 2022**

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>
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**NT016-2022: APPOINTMENT OF A SERVICE PROVIDER TO PERFORM, IMPLEMENT BUSINESS IMPACT ANALYSIS (BIA) AND PROVIDE RECOMMENDATIONS, FOR A PERIOD OF EIGHT (8) MONTHS**

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**

Contact Person: NTAdministrativeTenders@Treasury.gov.za

E-mail address: NTAdministrativeTenders@Treasury.gov.za

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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

---

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

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder



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

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

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

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

### 2. DEFINITIONS

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



4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be
- ii) subcontracted.....%
- iii) The name of the sub-
- iv) contractor.....
- v) The B-BBEE status level of the sub-
- vi) contractor.....
- vii) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

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

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

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.

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

**DEPARTMENT OF NATIONAL TREASURY**

--

	<b>Question</b>	<b>Yes</b>	<b>No</b>
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"> <li>• The manner of duties performed;</li> <li>• The hours of work;</li> <li>• The quality of work.</li> </ul>		
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"> <li>• Leave pay;</li> <li>• Medical aid;</li> <li>• Training;</li> <li>• Sick Leave.</li> </ul>		
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?		
<b>Non-Residents of the RSA</b>			
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**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	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.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>



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.

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

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
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**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from <b>any one client</b> , 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.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>

**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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

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



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

**8. Inspections, tests and analyses**

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

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

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

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

**14. Spare parts**

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

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

**15. Warranty**

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

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

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

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

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

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

**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.