SBD1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF SMALL BUSINESS DEPARTMENT					
BID NUMBER:	**DSBD RFP 001 ONEPLAN – 2026/2027**	CLOSING DATE:	03 DECEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	**THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT (DSBD) REQUESTS APPOINTMENT OF A SUITABLE SERVICE PROVIDER TO DEVELOP THE ONE NATIONAL PLAN FOR MSMES ECOSYSTEM: SECTOR PRIORITISATION, JOB-CREATION TARGETS, COORDINATION, INCLUDING MONITORING AND EVALUATION FRAMEWORK**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
THE DEPARTMENT OF SMALL BUSINESS DEPARTMENT
77 MEINTJIES STREET
THE DTIC CAMPUS
SUNNYSIDE
PRETORIA
0002

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MR NHLAKANIPHO MSANE**	CONTACT PERSON	
TELEPHONE NUMBER	**(012) 394 5466**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	
E-MAIL ADDRESS	**DSBDTENDERS@DSBD.GOV.ZA**	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

small business development
Department:
Small Business Development
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT (DSBD) REQUESTS APPOINT A SUITABLE A SERVICE PROVIDER TO DEVELOP THE ONE NATIONAL PLAN FOR THE MSMES ECOSYSTEM: SECTOR PRIORITISATION, JOB-CREATION TARGETS, COORDINATION, INCLUDING MONITORING AND EVALUATION FRAMEWORK.

DSBD RFP 001 ONEPLAN – 2026/2027

ADVERT DATE	**:** 19 NOVEMBER 2026
CLOSING DATE	**:** 03 DECEMBER 2026
TIME	**: 11:00**
VALIDITY PERIOD	**: 120 DAYS**

TENDER BOX ADRESS
THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT
77 MEINTJIES STREET
The dtic Campus
Sunnyside
Pretoria
002

CONTENTS

1. **PREAMBLE** 3
2. **PURPOSE** 3
3. **INTRODUCTION** 4
4. **BACKGROUND AND RATIONALE** 4
5. **OBJECTIVES** 6
6. **CONTRACTUAL PERIOD** 8
7. **METHODOLOGY AND DESIGN** 8
8. **DELIVERABLES** 12
9. **DSBD OBLIGATIONS** 16
10. **SERVICE PROVIDER OBLIGATIONS** 16
11. **TENDER/PROPOSAL EVALUATION CRITERIA** 18
12. **TERMS AND CONDITIONS** 30
13. **IMPORTANT NOTICES** 30
14. **PROPOSAL SUBMISSION** 30
15. **ENQUIRIES** 31

1. PREAMBLE

The Department of Small Business Development (DSBD) intends to develop a One National Plan for the Micro, Small and Medium Enterprises (MSMEs) Ecosystem. It will be validated through structured consultation with relevant industry experts based within the public and private sectors, civil society organisations and MSMEs, endorsed through the applicable DSBD governance structures and submitted through prescribed government approval processes. The One National Plan for the MSMEs Ecosystem will cover a five-year implementation period and will include monitoring and reporting, a mid-term review and an end-of-term evaluation.

Bidders are invited to submit proposals in response to these Terms of Reference (ToRs). Bidders must be suitably qualified entities, including universities, research institutions, consulting firms, consortiums or other legally recognised entities, that demonstrate capability through verifiable relevant experience, completed comparable assignments, contactable references and an appropriately qualified multidisciplinary team with a track record of conducting sector-based work in the primary, secondary and tertiary sectors. The institution's knowledge, experience and capabilities must include MSME participation across the various sectors of the economy. Bidders must include a Project Leader and task team members, with their roles and responsibilities clearly set out in the proposal.

Proposals must include a detailed methodology and a costed implementation plan, the profile of the institution, the proposed project lead and team members, including evidence of the capacity to deliver within the contract period of **three (3) months**, from the date of signature of the Service Level Agreement (SLA). Proposals must be submitted by the closing date and time stated in this RFP.

2. PURPOSE

The purpose of this Request for Proposal (RFP) is to appoint an experienced and suitably qualified service provider, including a university, research institution, consulting firm, consortium or other legally recognised entity, to develop the One National Plan for the MSMEs Ecosystem, as mandated by DSBD. It is anticipated that the Plan will function as

a nationally coordinated and implementable framework that: (a) prioritises sectors (primary, secondary and tertiary, as per the Standard Industrial Classification codes); (b) sets measurable MSME job-creation targets per priority sector; (c) identifies catalytic projects; (d) defines coordination and governance mechanisms among government, the private sector and civil society; and (e) provides a monitoring and reporting tool that tracks progress and lessons learned.

3. INTRODUCTION

The Department of Small Business Development (DSBD) is tasked with advancing the development, inclusion, and sustainability of small enterprises across South Africa's key economic sectors (Primary, Secondary and Tertiary). In pursuit of this mandate, the DSBD is responsible for coordinating and strengthening the Micro, Small and Medium Enterprises (MSMEs) ecosystem across the country. This ecosystem comprises all stakeholders involved in job creation and enterprise development, including government departments, private sector stakeholders, development finance institutions (DFIs), support agencies and civil society organisations.

Recognising persistent fragmentation, silo planning and the absence of a unified national agenda, the DSBD seeks to appoint a competent service provider (e.g., universities, research institutes, consulting firms or consortium) to develop a comprehensive plan that consolidates national priorities, sets job-creation targets, mobilises resources, and provides an evidence-based implementation and coordination strategy.

4. BACKGROUND AND RATIONALE

4.1 BACKGROUND

MSMEs play a critical role in the country's socio-economic development. The National Development Plan (NDP) 2030 envisages that small and expanding firms will create about 90% (9.9 million) of the projected 11 million new jobs by 2030. However, the sector remains constrained by fragmented planning systems, lack of coordinated interventions, siloed implementation across government departments, limited funding, and inadequate integration with the private sector.

The DSBD has identified the need for a single, unified plan (i.e., One National Plan for the MSMEs Ecosystem) that consolidates all MSMEs-related interventions, targets, priorities and implementation mechanisms into one comprehensive national agenda. This plan must outline sector-specific opportunities, job creation potential, catalytic projects, priority sectors, coordination frameworks, and resource mobilisation mechanisms.

The work of developing the One National Plan for the MSMEs Ecosystem will be guided by related legislation and policy frameworks, including but not limited to the National Development Plan 2030, Businesses Act (1991), Cooperatives Amendment Act (2013), Incubation and Business Development Support (IBDS) Policy Framework, National Small Enterprise Act 102 of 1996 (as amended), the National Integrated Small Enterprise Development (NISED) Strategic Framework, and the Intergovernmental Relations Framework Act 13 of 2005, among others.

4.1.1. VISION

A transformed and inclusive economy led by sustainable and competitive MSMEs contributing to broad-based economic growth.

4.1.2. MISSION

• To lead, coordinate the integration and mobilisation of resources in the ecosystem.

• To create an enabling environment for the growth, development and sustainability of MSMEs.

4.1.3. SHARED VALUES

• Caring Organisation
• Innovation
• Integrity
• Professionalism
• Customer Centric
• Commitment

4.1.4 DEPARTMENTAL IMPACT STATEMENT/ LONG-TERM GOAL

Sustainable, competitive MSMEs contributing to inclusive economic growth and job creation

4.1.5 DEPARTMENTAL OUTCOMES

a. Improved Governance and Compliance
b. Reduced regulatory and administrative burdens for MSMEs
c. Improved integrated and streamlined business processes and systems for MSMEs
d. Enhanced evidence-based business information and sector-wide monitoring and evaluation
e. Increased participation of MSMEs in domestic and international markets
f. Increased contribution of MSMEs in priority sectors
g. Improved and well-coordinated ecosystem support for small enterprises
h. Increased access to financial and non-financial support for small enterprises in rural and township economies

4.2 RATIONALE

The One National Plan for the MSMEs Ecosystem will serve as a unified strategic map that provides clarity on national job creation targets across primary, secondary and tertiary sectors, enabling stakeholders to work toward common objectives. By guiding the prioritisation of interventions, it will ensure that efforts are focused on high-impact areas that can accelerate MSMEs growth and competitiveness.

It will further strengthen accountability, ensuring that responsibilities are clearly defined and that progress is tracked consistently. Through structured coordination mechanisms, the plan will facilitate more coherent collaboration across government, the private sector and civil society. In addition, it must strengthen evidence-based decision-making and the allocation of public resources by linking priority interventions to measurable outputs, outcomes, funding requirements, responsible institutions and implementation timeframes.

5. OBJECTIVES

The overarching objective is to develop one consolidated and integrated national plan for sector development across the MSMEs ecosystem, so that all role players work within a coherent framework that drives economic growth, job creation and inclusive development. The One National Plan for the MSMEs Ecosystem must harmonise fragmented efforts, strengthen strategic alignment, clarify priorities, guide resource allocation and support evidence-based decision-making, positioning MSMEs as central contributors to South

Africa's economic transformation.

The specific objectives are set out below.

5.1 Conduct an MSMEs situational analysis across all sectors

This objective focuses on generating a comprehensive understanding of the current state of the MSMEs ecosystem. It involves assessing trends, challenges, opportunities, regulatory barriers, and supporting mechanisms across all sectors to determine the ecosystem's strengths and gaps. The situational analysis will form the foundation upon which strategic interventions and policy decisions are built. The analysis must establish an MSME baseline covering enterprise numbers, sectoral and spatial distribution and employment, using available evidence and clearly documenting definitions, reference periods and data gaps.

5.2 Identify and prioritise high-growth sectors aligned to national development goals

This objective seeks to pinpoint sectors with strong economic potential and strategic importance to the country's long-term development agenda. Prioritising high-growth sectors ensures that interventions are targeted where they can generate maximum impact for economic diversification, competitiveness and inclusive growth. Prioritisation must consider employment potential, opportunities for MSME entry and expansion, market demand and implementation feasibility alongside sector growth prospects.

5.3 Develop economic models to determine job creation potential per sector

This component aims to produce robust economic and financial models that quantify how different sectors can contribute to national employment targets. These models will help identify labour-intensive sectors, understand sectoral dynamics and forecast future job creation potential based on realistic economic indicators. The modelling must distinguish MSME employment potential from overall sector employment and assess baseline and alternative scenarios, with documented assumptions and data limitations.

5.4 Set measurable job creation targets for MSMEs per priority sector

The plan will establish clear and measurable job creation targets for MSMEs within the prioritised sectors. These targets will serve as benchmarks for assessing progress, accountability and performance across the ecosystem and will guide stakeholders in tailoring interventions that support employment growth. Targets must specify the baseline and target year, distinguish jobs created from jobs sustained and be linked to proposed interventions and explicit funding and implementation assumptions.

5.5 Identify strategic catalytic projects capable of unlocking large-scale MSMEs participation

This objective involves selecting high-impact projects that can stimulate widespread MSMEs involvement within value chains. Catalytic projects may include infrastructure investments, innovation hubs, supplier development programmes or sector-specific clusters that help expand MSMEs market access and competitiveness.

5.6 Propose viable coordination and governance models for the ecosystem

This component aims to develop governance structures that clearly outline roles, responsibilities and mechanisms for effective coordination among stakeholders. By proposing institutional arrangements, the plan will ensure more efficient oversight, reduced duplication of efforts and improved service delivery within the MSMEs environment.

5.7 Present strategic options for implementation and resource mobilisation

The plan will outline feasible strategies for implementing priority interventions and mobilising financial and non-financial resources. This includes identifying funding mechanisms, partnership models and investment pathways necessary to support large-scale MSMEs development across sectors.

5.8 Develop a clear monitoring, reporting and accountability tool

To ensure sustained progress, the plan will introduce a structured monitoring and reporting system that tracks performance against set targets. The tool will strengthen accountability by defining indicators, reporting cycles and evaluation mechanisms that ensure all stakeholders remain aligned with national objectives.

6. CONTRACTUAL PERIOD

The project must be completed within **three (3) months** from the date of SLA signature.

7. METHODOLOGY AND DESIGN

Bidders must propose a comprehensive, technically justified and feasible methodology for developing the One National Plan for MSMEs. One National Plan for the MSMEs Ecosystem. The methodology must integrate desktop research, policy and legislative review, international benchmarking, establishment of an MSME baseline, economic or

econometric modelling, sector Prioritisation, stakeholder consultation, catalytic-project profiling, implementation planning, monitoring and evaluation, quality assurance, risk management and skills transfer (as stipulated within the methodology section point f).

7.1. Literature and policy review including international benchmarks

The service provider must review relevant South African literature, legislation, policies, strategies, programmes and previous MSME studies, and must undertake international benchmarking against a justified selection of countries with sufficiently comparable MSME and economic contexts. The review must identify transferable lessons, policy gaps, overlaps and alignment requirements, while clearly recording sources and limitations.

7.2. Economic and financial modelling approaches

Bidders must outline the economic and financial modelling tools and techniques they will use to assess sectoral job creation potential, growth scenarios and resource requirements. These models should be robust, data-driven and capable of informing forecasts that guide prioritisation and decision-making within the MSMEs ecosystem.

Bidders must justify the proposed modelling approach against the study objectives and available data. The methodology must explain how MSMEs employment potential will be estimated separately from overall sector employment and provide for alternative scenarios, sensitivity analysis and validation of results. It must also explain how the findings will inform a transparent ranking of priority sectors, considering MSMEs job creation potential, opportunities for enterprise entry and expansion and the feasibility of proposed interventions.

7.3. Stakeholder mapping and consultation

A detailed stakeholder mapping exercise is required to identify all actors within the MSME landscape, including government entities, private sector organisations, civil society, academia and MSMEs representatives. Bidders must propose an inclusive consultation strategy to gather insights, validate findings and ensure broad stakeholder ownership of the final plan.

The consultation plan must specify stakeholder coverage, engagement methods, sequencing, notice periods, response periods and time for incorporating inputs within the contractual period.

7.4. Qualitative and quantitative research methods

The methodology should integrate both qualitative and quantitative research techniques to ensure a balanced and comprehensive understanding of the ecosystem. These may include interviews, surveys, focus groups, case studies and statistical analyses that provide depth, accuracy and contextual relevance to the findings.

7.5. Data analysis framework

Bidders must present a clear framework outlining how collected data will be processed, analysed and synthesised. This framework should ensure consistency, reliability and transparency, enabling the translation of raw data into meaningful insights that inform strategic recommendations.

Bidders must identify proposed data sources, access requirements, associated costs and limitations and explain how differences in definitions, classifications and reference periods will be addressed.

The service provider must hand over project-generated datasets, working models and analytical files to DSBD in editable formats, with supporting documentation. Any third-party licensing or access restrictions affecting handovers or subsequent use must be disclosed in the proposal.

7.6. Drafting process

The methodology should detail the drafting stages of the plan, highlighting timelines, responsibilities and quality assurance mechanisms. Each draft must incorporate iterative refinements based on internal review processes and stakeholder inputs to ensure continuous improvement and clarity.

7.7. Validation workshops and integration of feedback

Bidders must propose a structured process for validating findings, models and draft outputs through targeted workshops, and must state the number, format and participants of the workshops (at a minimum, one public-sector workshop and one private-sector/civil-society workshop, plus any provincial sessions the bidder proposes). These sessions will allow stakeholders to provide feedback, challenge assumptions and strengthen the credibility of the final plan. The methodology must show how feedback will be recorded and systematically integrated, for example through a comment-and-response log which will incorporate primary, secondary and tertiary sectors.

7.8. Risk management plan

A comprehensive risk management plan is required to anticipate and manage data limitations, stakeholder non-participation, delays and other delivery risks. The appointed service provider must establish and maintain a live project risk register from inception to contract completion. The register must identify each risk, its likelihood and impact, the responsible risk owner, mitigation measures, target dates, residual risk and escalation requirements. It must be reviewed at every scheduled progress meeting and submitted to DSBD as part of each progress report. Material risks affecting quality, cost or delivery timeframes must be reported promptly, together with proposed corrective action.

8. DELIVERABLES

The service provider must submit the following deliverables within the three-month contract period. Each deliverable must be submitted electronically in an editable format and approved in writing by DSBD before the next phase of work or any payment linked to it. Bidders must show the delivery date of each deliverable in their project plan.

The following deliverables will be expected:

8.1. Inception Report
- Workplan, timelines, methodology and consultation plan.

8.2. Situational Analysis Report including the MSMEs baseline, data sources, definitions and limitations.

8.3. Economic Modelling and Sector Prioritisation Report, including employment estimates, scenario results, prioritisation criteria and sector rankings, supported by working models, datasets and technical documentation.

8.4. Prioritised catalytic project list with supporting project profiles.

8.5. First Draft - One National Plan for MSMEs Ecosystem.

8.6. Stakeholder Consultation Workshop Report (Private & Public).

8.7. Integrated Coordination Framework.

8.8. Second Draft - One National Plan for MSMEs Ecosystem.

8.9. Full Narrative One Plan Report.

8.10. Monitoring and Evaluation (M&E) framework (national targets, KPIs, data collection protocols, reporting template) and PowerPoint presentation(s) summarising the Plan for stakeholders.

8.11. PowerPoint presentations and M&E framework (National targets, KPIs, data collection protocols, reporting template).

8.12. Integration roadmap and viability assessment (Implementation plan, funding and resource mobilisation plan, risk and mitigation plan).

8.13. **First Draft** One National Plan for the MSME Ecosystem: Integrated draft incorporating the situational analysis, modelling, priority sectors, employment targets, catalytic projects, coordination framework, implementation roadmap and M&E framework.

8.14. **Second Draft** One National Plan for the MSME Ecosystem: Revised Plan incorporating departmental and stakeholder inputs, updated supporting proposals and a comments response matrix.

8.15. **Final Draft One National Plan for the MSME Ecosystem: submission-ready for DSBD governance and Cabinet-processing requirements, including an executive summary, with all agreed supporting documents, including the narrative, presentations, economic models and datasets, source register, data dictionary, code and formulae, supporting reports and frameworks handed over to DSBD.**

8.16. Estimated timeframes for each deliverable are stipulated below:

NO.	DELIVERABLE	MINIMUM CONTENT	DUE DATE
1	Inception Report	Workplan, timelines, refined methodology, definitions, data sources and access requirements, modelling and prioritisation approach, consultation plan, quality assurance and project risks.	End of Week 1
2	Situational Analysis Report	– Analysis of the economic, labour-market, sectoral and MSME environment, – MSME baseline, – Constraints and opportunities, – Data sources, definitions, references, periods and limitations, – Draft analytical dataset, source register and data dictionary.	End of Week 4
3	Economic Modelling and Sector Prioritisation Report	– Employment estimates, forecasts and scenario results – Modelling assumptions, sensitivity analysis and validation, prioritisation criteria and sector rankings	End of Week 6

		– Working models, datasets and technical documentation.	
4	Prioritised Catalytic Project List with Supporting Project Profiles	Prioritised projects identifying the opportunity, proposed interventions, location, responsible institutions, indicative resource requirements, expected MSME and employment outcomes and implementation readiness.	End of Week 6
5	Integrated Coordination Framework	Proposed governance and coordination arrangements, institutional roles, responsibilities, decision-making processes, reporting relationships and accountability mechanisms.	End of Week 7
6	M&E Framework and PowerPoint Presentations	– National targets, KPIs, baselines, data sources, data collection protocols, reporting frequency, institutional responsibilities and reporting templates – Presentations summarising the emerging Plan for stakeholders.	End of Week 7
7	Integration Roadmap and Viability Assessment	– Implementation activities and milestones – Viability assessment at the agreed level of detail – Funding and resource mobilisation plan – Indicative costs, institutional responsibilities dependencies, risks and mitigation measures	End of Week 7
8	First Draft One National Plan for the MSME Ecosystem	Integrated draft incorporating the situational analysis, modelling, priority sectors, employment targets, catalytic projects, coordination framework, implementation roadmap and M&E framework.	End of Week 7
9	Stakeholder Consultation Workshop Report	– Public and private sector participation – inputs on findings and proposal – areas of agreement and outstanding issues	End of Week 9, following validation workshops during Weeks 8–9

		– record of how material inputs will be addressed	
10	Second Draft One National Plan for the MSME Ecosystem	Revised Plan incorporating departmental and stakeholder inputs, updated supporting proposals and a comments response matrix.	End of Week 10
11	Full Narrative One Plan Report	Consolidated pre-final narrative and annexures incorporating revisions to the second draft, submitted for final departmental review.	End of Week 11
12	Final Draft One National Plan for the MSME Ecosystem, submission-ready for DSBD governance and Cabinet-processing requirements	– Final Draft One National Plan for MSME Ecosystem, executive summary, presentations and agreed supporting documents – Final supporting reports and frameworks – Comments response matrix – Economic models, datasets, source register, data dictionary, code or formulae and documentation handed over to DSBD.	By the end of the three-month contractual period

8.17. DSBD will provide available internal information in accordance with the agreed workplan and consolidated comments on each deliverable within five (5) working days of receipt, unless an alternative review period is agreed in writing in the approved inception workplan. The service provider must address these comments in the relevant revised or subsequent deliverable and maintain a comments response matrix. The inception methodology and MSME baseline must be approved by DSBD before the modelling results, sector prioritisation and proposed targets are finalised. Activities may proceed concurrently in accordance with the agreed workplan, subject to these dependencies.

8.18. Stakeholder consultations must take place during Weeks 2–6 to inform the analysis and preparation of the first draft Plan. Validation workshops must take place during Weeks 8–9 to review the draft Plan and its proposals. The service provider must submit the consultation and validation report by the end of Week 9 and incorporate the agreed inputs into the second draft by the end of Week 10.

8.19. Interim reports must be concise and may be incorporated into the Final Draft One National Plan and its supporting annexures without replacing the individual submissions required in the deliverables schedule. All deliverables must be submitted electronically in editable formats, as applicable. Quantitative results, sector rankings and proposed targets must be traceable to the underlying data, assumptions, criteria and calculations. Final datasets, working models, code or formulae and supporting documentation must be handed over to DSBD.

9. DSBD OBLIGATIONS

9.1 The DSBD will designate a project manager including task team members for supervising the project and act as the main points of contact for the service provider.

9.2 The project leader from the appointed service provider (academic or research institution, consortium or equivalent qualified organisation) will be the single point of contact on all matters relating to the project.

9.3 The DSBD project team will review and evaluate each deliverable against the SLA and provide consolidated written feedback within five (5) working days of submission, unless an alternative review period is agreed in writing in the approved inception workplan.

9.4 The DSBD will supply all reasonable, relevant and available data and information requested by the service provider for the proper execution of the services, including DSBD and Small Enterprise Development and Finance Agency (SEDFA) data and research reports to serve as a baseline, and such other assistance as the service provider may reasonably require. Where the required data is held by other government departments or entities, the DSBD will facilitate introductions.

9.5 Nominate relevant DSBD officials to participate in the skills-transfer process and receive the final analytical datasets, source register, data dictionary, working models, code or formulae, monitoring and reporting tools and supporting documentation.

10. SERVICE PROVIDER OBLIGATIONS

10.1 The service provider must act as an independent contractor and provide objective and impartial professional advice, free from any actual, potential or perceived conflict of interest, undue external influence or sectoral bias. The bidder must disclose in its proposal any proposed sub-contracting arrangement, the nature and extent of the work to be subcontracted and the proposed subcontractor. No material part of the assignment may be subcontracted without DSBD's prior written approval. The appointed service provider remains fully

accountable for all work and deliverables produced under the contract.

10.2 Attend meetings with DSBD officials whenever required, to obtain information or advice on the work or any related matter, including progress meetings (frequency to be agreed in the inception report).

10.3 Is responsible for its own computers and its own technical literature to adequately perform its functions.

10.4 Shall exercise all reasonable skills, care and diligence in the execution of the work and shall carry out its obligations in accordance with international professional standards. The consultant shall, in all professional matters, act as a faithful advisor to the DSBD as well as respecting the laws and customs of the country and provinces in relation to the project conducted.

10.5 The service provider is deemed to have satisfied itself as to the correctness and sufficiency of the rates and prices in its financial proposal. The financial proposal must be a fixed, all-inclusive price (including VAT, travel, workshop and venue costs), and rates must not exceed the applicable DPSA-approved consultant rates.

10.6 The service provider must plan and provide all possible risks that may affect the delivery of the project on time and demonstrate the mechanisms in place to manage such risks.

10.7 Engage meaningfully with the DSBD staff throughout the project.

10.8 Be ready to start work within five (5) working days of SLA signature.

10.9 All deliverables, economic models, datasets and supporting documents developed under this contract become the property of the DSBD and may not be published or shared without the DSBD's written approval.

10.10 Perform the services as an independent contractor and in accordance with these Terms of Reference and the Service Level Agreement.

10.11 Attend progress and technical meetings reasonably required by DSBD and promptly report any risks that may affect the quality or timely completion of the assignment, together with proposed mitigation measures.

10.12 Provide suitably qualified personnel, equipment, software, data access, subscriptions, licenses and technical infrastructure required to undertake the assignment. All associated costs must be included in the bid price. Any specialised or proprietary software, data dependencies and ongoing licensing costs affecting DSBD's subsequent use of the outputs must be disclosed in the proposal. DSBD will not be required to procure additional software or licenses unless agreed in writing.

10.13 Exercise reasonable skill, care and diligence and comply with applicable professional, ethical, confidentiality, information-security and data-protection requirements.

10.14 Provide objective and impartial professional advice and comply with applicable South

African laws and regulations.

10.15 Retain the key personnel proposed in the bid for the duration of the assignment. Any replacement must have equivalent or higher qualifications and relevant experience and receive prior written approval from DSBD.

10.16 Organise and conduct stakeholder consultations and validation activities in accordance with the agreed stakeholder engagement plan and allocation of responsibilities. Maintain records of participation, inputs received and how material inputs have been addressed.

10.17 Submit deliverables meeting the requirements of these Terms of Reference and the Service Level Agreement within the agreed timeframes. Undertake internal quality assurance and address consolidated DSBD comments through revisions within the agreed scope and review schedule.

10.18 Hand over the final analytical datasets, source register, data dictionary, working models, code or formulae, sector prioritisation framework, monitoring and reporting tools and supporting documentation in editable and reusable formats, as applicable. Disclose in the proposal any third-party restrictions affecting handover or subsequent use and specify the proposed access arrangements.

10.19 Demonstrate in the proposal and implement through the agreed workplan a structured skills-transfer process for relevant DSBD officials. This must cover data preparation and interpretation, use and updating of the MSME baseline, application of the models and sector prioritisation framework, interpretation of forecasts and scenarios, sensitivity testing and use of the monitoring and reporting tools.

11. PROPOSAL EVALUATION CRITERIA

The 80/20 principle will be applied in evaluating the proposal. Please note that the proposals/bids will follow a three-phased evaluation process as follows:

11.1 Phase 1: Preliminary evaluation (Compliance evaluation)

a) The service provider must submit quotation together with the proposals.
b) SCM will conduct and confirm compliance and completeness of documents, i.e., Registration on Central Supplier Database, Tax compliance, complete SBD forms (SBD 4 and SBD 6.1).
c) DSBD may request clarification or further information regarding any aspect of the bid, e.g., update of the Tax Compliance status where a bidder is non-tax compliant at the closure of the tender or incomplete).
d) Only those proposals whose compliance is in order will move to Phase 2.

11.2 Phase 2: Functionality Evaluation

The second phase will be the evaluation to determine the capability of the service provider to deliver on the specified requirements. The following key score shall be applied for the evaluation of functionality. Only service providers that score 70 points and above on functionality will go through to Phase 3.

11.3 Measurement Matrix for Proposal

Scoring System					
0	**1**	**2**	**3**	**4**	**5**
Does not comply with the requirements	**Poor** (Significantly below requirements)	**Average** (Below requirements)	**Good** (Satisfactory and meets the requirements)	**Very Good** (Above average compliance to the requirements	**Excellent** (Exceeds the functionality requirements)

11.4 Functionality criteria

Weights for Functionality Criteria				
11.4.1:Profile and completed assignments	11.4.2: Contactable references (name, contact details and recommendation letter)	14.4.3: Capacity to deliver 14..4.3.1 Project leader: (20 points) 14.4.3.1.1qualifications (10 points) 14.4.3.1.2 experience (10 points) 14.4.3.2 Task team (20 points) 14.4.3.2.1 qualifications (10 points) 14.4.3.2.2 experience. (10 points)	14.4.4: Methodology	Total
15 points	15 points	40 points	30 points	100 points

11.4.1 PROFILE OF THE INSTITUTION

No	Functionality criteria	Weight and points allocation	Key score	Total
11.4.1	**BIDDER PROFILE AND HIGH-LEVEL/SUMMARISED VERSIONS OF RELEVANT COMPLETED ASSIGNMENTS (NOT MORE THAN 25 PAGES EACH)**	15 points	(0-5)	
	Profile of the institution to be assessed will be based on the number of years with relevant experience, number of assignments provided and capacity to deliver within the stipulated timeframes. This criterion assesses the bidder's organisational experience and relevant completed assignments. "Relevant experience" means work completed in MSMEs research, policy or strategy development, economic or econometric modelling, sector analysis, national or provincial planning, stakeholder consultation, implementation planning or monitoring and evaluation. **A completed assignment must be supported by signed contract closed letter, purchase order or contract together with as evidence of the completed output**. For a consortium, only experience attributable to the consortium member that will perform the relevant work may be counted, and the lead member's role must be clearly identified.			
	Nine years and above profile and four (4) or more completed assignments including capacity to deliver on time	5		
	Eight years' profile and three (3) completed assignments, including capacity to deliver on time	4		
	Seven years' profile and two (2) completed assignments, including capacity to deliver on time	3		

	Six years' profile and one (1) completed assignment, including capacity to deliver on time	2		
	Five years' profile and one (1) completed assignment, including capacity to deliver on time	1		
	Four years' profile and no relevant assignment, including capacity to deliver on time	0		

11.4.2 CONTACTABLE REFERENCES

No	Functionality criteria	Weight and points allocation	Key score	Total
11.4.2	**CONTACTABLE REFERENCES** (Letterhead of client and must be signed). This functionality criterion will focus on similar work that was conducted previously by the institution. References must relate to assignments completed within the past ten (10) years and must be linked to the assignments submitted under the bidder-profile criterion. Each reference must be signed and dated, issued on the client's official letterhead, identify the project and services performed, state the completion period, and provide the name, designation, telephone number and email address of an authorised contact person.	15 points	(0-5)	
	The bidder provides eight (8) or more contactable references, on similar projects that have been completed.	5		
	The bidder provides six (6) to seven (7) contactable references on similar projects that have been completed.	4		
	The bidder provides four (4) to five (5) contactable references on similar projects that have been completed.	3		

	The bidder provides two (2) to three (3) contactable references, on similar projects that have been completed.	2		
	The bidder provides one (1) contactable reference on similar projects that have been completed.	1		
	The bidder provides no contactable references, on similar projects that have been completed.	0		

11.4.3.1 CAPACITY TO DELIVER: PROJECT LEADER

No	Functionality criteria	Weight and points allocation	Key score	Total
11.4.3.1.1	**CAPACITY TO DELIVER- QUALIFICATIONS**	10 points	(0-5)	
	The Project Leader (qualifications)must have a degree as a minimum, must be in Economics or Econometrics or Development Studies or Business Management or Statistics			
	Master's degree and above (specialisation in Industrial policy). Qualifications must be supported by certified copies or SAQA verification where applicable.	5		
	Honours degree	4		
	Degree	3		
	National Diploma	2		
	Higher certificates	1		
	No qualification	0		
11.4.3.1.2	**CAPACITY TO DELIVER- EXPERIENCE**	10 points	(1-5)	
	The Project Leader (experience and expertise) must have a minimum of eight (8) years and more with comprehensive knowledge, experience and expertise in the field of MSMEs, business support services and/or interventions within the different economic sectors, business climate surveys, national and international best practices on MSME support and opportunities.			

	The experience of the project leader must include MSME policy or strategy, knowledge of the Primary, Secondary and Tertiary economic sectors, sector analysis, economic/econometric modelling, national planning with relevant qualifications and demonstrated experience in economic modelling, employment analysis, forecasting, scenario analysis and sensitivity testing.			
	The Project Leader has eight (8) years or more with comprehensive knowledge, experience and expertise in the field of MSMEs.	5		
	The Project Leader has six (6) to seven (7) years of comprehensive knowledge, experience and expertise in the field of MSMEs.	4		
	The Project Leader has four (4) to five (5) years of comprehensive knowledge, experience and expertise in the field of MSMEs.	3		
	The Project Leader has two (2) to three (3) years of comprehensive knowledge, experience and expertise in the field of MSMEs.	2		
	The Project Leader has two years or less with comprehensive knowledge, experience and expertise in the Field of MSMEs	1		
	The Project Leader has zero (0) comprehensive knowledge, experience and expertise in the Field of MSMEs	0		

11.4.3.2 CAPACITY TO DELIVER: TASK TEAM

No	Functionality criteria (minimum number of task team members: five)	Weight and points allocation	Key score	Total
11.4.3.2.1	**CAPACITY TO DELIVER- QUALIFICATIONS**	10 points	(0-5)	
	All key staff/task team must have, at a minimum, a degree in Economics, Development Studies, or Business Management or Statistics.			
	All 5 team members with a Master's degree and above (with specialisation in Industrial policy)	5		
	4 of the 5 team members with a Master's degree and one member with an honours degree	4		
	3 of 5 team members with a degree	3		
	2 of 5 team members with a degree	2		
	Fewer than 2 team members with a degree	1		
	All members without degree	0		
11.4.3.2.2	**CAPACITY TO DELIVER- EXPERIENCE**	10 points	(0-5)	
	All key staff/task team must have experience in project management, knowledge and experience of MSMEs policy, strategies and programmes, business support services and/or interventions for the benefit of MSMEs within the different lifecycles including sector-specific support, business climate surveys, and national and international best practices support. The bidder must propose a core team of at least five (5**)** key experts, excluding purely administrative support. The team must collectively cover: (a) MSME policy and strategy; (b) economics or econometric modelling; (c) sector and value-chain analysis; (d) stakeholder engagement and facilitation; and (e) implementation planning, monitoring and evaluation. One person may cover more than one specialty where adequately qualified, but each specialty must have a clearly designated lead.			

	All five (5) team members have at least five (5) or more years of relevant experience in their allocated roles, and all required technical disciplines are covered.	5	(0-5)	
	At least four (4) team members have five (5) or more years of relevant experience, the remaining member has at least three (3) years, and all required technical disciplines are covered.	4		
	All five (5) team members have at least three (3) years of relevant experience, and all required technical disciplines are covered.	3		
	At least four (4) team members have at least three (3) years of relevant experience, with one material gap in experience or technical coverage.	2		
	All key staff/task team have one (1) year of relevant experience, and all required technical disciplines are not covered.	1		
	All key staff/task team have zero (0) years of relevant experience, and all required technical disciplines are not covered.	0		

11.4.4 METHODOLOGY AND PROJECT IMPLEMENTATION PLAN

No	Functionality criteria	Weight and points allocation	Key score	Total
11.4.4	**METHODOLOGY AND PROJECT IMPLEMENTATION PLAN**	30 points	(0-5)	
	The proposed methodology and implementation plan must explain: a) The data sources, access arrangements and approach to establishing the MSMEs baseline, including the treatment of data gaps and limitations. b) The suitability of the proposed modelling approach for estimating MSMEs employment potential, including assumptions, forecasting, alternative scenarios, sensitivity analysis and validation. c) The sector prioritisation criteria, proposed weighting or ranking method and how modelling results will inform the selection of priority sectors. d) The stakeholder consultation and validation approach, including coverage, sequencing, participation arrangements and time for incorporating feedback. e) The activities, responsibilities, staffing, outputs and milestones required to complete the assignment within the contractual period, allowing for departmental review and revisions. f) The arrangements for quality assurance, risk management, handover of datasets and working models and skills transfer to DSBD officials. The service provider will include a detailed project implementation plan Methodology proposed in line with requirements stipulated in the ToRs. The methodology must also			

	include the project plan outlining activities, outputs, milestones and the ability to complete the project.			
	A comprehensive, technically justified and feasible methodology addressing all specified components, supported by a detailed implementation plan with clear activities, responsibilities, outputs and milestones.			
	A technically sound and feasible methodology addressing the specified components, supported by an implementation plan with minor gaps that do not materially affect delivery.			
	Proposed methodology with detailed project plan (Outline of activities, outputs and milestones). Implementation plan as per the criteria.	5		
	A generally sound methodology with a project plan (Outline activities, outputs, milestones) and addresses most required components and includes an implementation plan, but contains minor gaps in detail, integration, sequencing, resourcing or risk treatment that do not materially prevent delivery.	4		
	Standard proposed methodology as per the ToRs. A basic methodology that addresses the minimum ToR requirements but contains material gaps in technical justification, integration, implementation detail, stakeholder coverage, modelling, quality assurance or feasibility.	3		
	Below Standard proposed methodology as per the ToRs. A basic methodology that addresses the minimum ToRs requirements and contains material gaps in technical justification, integration, implementation detail, no stakeholder coverage, does not contain modelling, does not contain quality assurance or feasibility.	2		
	Below Standard proposed methodology as per the ToRs. A basic methodology that does not address the	1		

	minimum ToRs requirements, lacks technical justification, no integration, implementation not detailed, no stakeholder coverage, does not contain modelling, does not contain quality assurance or feasibility.			
	Below Standard proposed methodology as per the ToRs, does not contain technical requirements, does not contain modelling, does not contain quality assurance, does not contain stakeholder coverage and no implementation detail	0		
	Total Points	100		
A FUNCTIONALITY SCORE OF LESS THAN (70) POINTS WILL ELIMINATE THE PROPOSAL FROM FURTHER EVALUATION IN TERMS OF PREFERENCE POINTS AND PRICE				

12. PHASE 3: PRICE AND SPECIFIC GOALS (PREFERENCE POINTS)

Please note that only service providers that score 70 points and above on functionality will be evaluated on price and specific goals. The 80/20 Preference points system will be applied using the formula below to calculate the price. The bid price must be inclusive of VAT and quoted in South African Rand.

	80/20 PRINCIPLE	**POINTS**
1	**PRICE**	**80**
2	**SPECIFIC GOALS**	**20**
	MAXIMUM POINTS	**100**

The following formula will be used to calculate the points for price: Criteria.	Points
Price Evaluation **Ps 80 =** $\left(1-\frac{Pt-Pmin}{Pmin}\right)$	**80**

Where,

Ps = Points scored for the comparative price of a bid under consideration

Pt = Comparative price of a bid under consideration

Pmi = Comparative price of lowest acceptable bid

In terms of Regulations 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points will be awarded to a bidder for attaining the Specific goals status level of contribution by the table as set out in the Preference Points Claim Form (SBD 6.1).

Table 1: Specific goals for the tender and points claimed are indicated on the table below. *Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise Ownership **(BBBEE certificate)**	**2** **Level 1 = 2 pts** **Level 2 = 1,75 pts** **Level 3 = 1,5 pts** **Level 4 = 1,25 pts** **Level 5 = 1 pts** **Level 6 = 0,75 pts** **Level 7 = 0,5 pts** **Level 8 = 0,25 pts** **Non-compliant contributor= 0**	

Size of Enterprise (MSMEs): MICRO, SMALL, MEDIUM ENTERPRISES	**8** **Micro = 8** **Small = 5,6** **Medium = 3,2** **Large = 0,8**	
Spatial (Rural/ Township/ City)	**4** **Rural = 4** **Township = 2,4** **City = 0,8**	
Youth and non-youth	**6** **Youth = 6** **None-Youth = 1,8**	

13. TERMS AND CONDITIONS

13.1 Only fully compliant National Treasury's Central Supplier Database (CSD) registered service provider's proposals will be considered.

13.2 The completed SBD 4 and 6.1 documents attached to this RFP must be completed and returned with the quotation.

13.3 No late quotations will be accepted under any circumstances.

13.4 Suppliers must complete and return all the required documents, failing which, the supplier's quotation will be declared invalid.

14. IMPORTANT NOTICES

The bid must be submitted together in two envelopes, i.e., comprehensive proposals **(Envelope 1)** and financial proposal **(Envelope 2)**.

15. PROPOSAL SUBMISSION

The deadline for the submission of proposals to DSBD is as follows:

Date: 03 DECEMBER 2026

Time: 11:00

TENDER BOX ADRESS

THE DEPARTMENT OF SMALL BUSINESS DEVELOPMENT

77 MEINTJIES STREET

The dtic Campus

Sunnyside

Pretoria

002

Please ensure proposals are submitted in the correct, clearly marked Tender Box belonging to the Department of Small Business Development and confirm the Tender Reference

16. ENQUIRIES

Direct all tendering process enquiries to:

dsbdtenders@dsbd.gov.za / 012 394 3014

Mr. Nhlakanipho Msane, email: NMsane@dsbd.gov.za Tel: 060 981 0616

Ms. Mighty Mothobekhi, email: MMothobekhi@dsbd.gov.za Tel: 063 695 2065

Mr. Mpho Munzhedzi, email: MMunzhedzi@dsbd.gov.za Tel: 076 661 1161

TORs FOR ONE NATIONAL PLAN FOR THE MSMEs ECOSYSTEM APPROVED **MR. VUYISA DAYILE** Vuyisa Dayile **ACTING DIRECTOR GENERAL** **DATE:** 18 November 2026	**Yes** ✓	**No**

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: **ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder……	Bid number: DSBD RFP 001 ONEPLAN 2026/2027
Closing Time 11:00	Closing date……03 DECEMBER 2026...

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

- Required by: ……..
- At: ……..

  ……

- Brand and model ……..
- Country of origin ……..
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……..
- Period required for delivery ……..
  *Delivery: Firm/not firm
- Delivery basis ……

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

……
……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……

Signature Date

…… ……...

Designation Name of bidder

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

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

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

---

1. GENERAL CONDITIONS

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

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

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

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
OWNERSHIP	2
SIZE OF ENTERPRISE (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	8
SPATIAL (RURAL/ TOWNSHIP/ CITY)	4

YOUTH AND NON-YOUTH	6
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	**100**

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
OWNERSHIP	**1**	**2**		
	Level 1 = 1 pts Level 2 =0,125pts Level 3 = 0 pts Level 4 = 0 pts Level 5 = 0 pts Level 6 = 0 pts Level 7 = 0 pts Level 8 = 0 pts Non-compliant contributor= 0	Level 1 = 2 pts Level 2 = 1,75 pts Level 3 = 1,5 pts Level 4 = 1,25 pts Level 5 = 1 pts Level 6 = 0,75 pts Level 7 = 0,5 pts Level 8 = 0,25 pts Non-compliant contributor= 0		
Size of Enterprise (SMMES): MICRO, SMALL, MEDIUM ENTERPRISES	**4**	**8**		
	Micro = 4 Small = 3,6 Medium = 2 Large = 1,6	Micro = 8 Small = 5,6 Medium = 3,2 Large = 0,8		
Spatial (Rural/ Township/ City)	**2**	**4**		
	Rural = 2 Township = 1,2 City = 0,4	Rural = 4 Township = 2,4 City = 0,8		
Youth and Non-Youth	**3**	**6**		
	Youth = 3 None-Youth = 0,9	Youth = 6 None-Youth = 1,8		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..…….

4.4. Company registration number: ……..……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

……

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……

DATE: ……

ADDRESS: ……

……

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) 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 collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may 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.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.