REQUEST FOR TENDER (RFT)

YOU ARE HEREBY INVITED TO TENDER FOR THE FOLLOWING SERVICES/GOODS REQUIREMENTS:	
TENDER NUMBER	RFT-23-2026_27 Appointment of a Panel of Recruitment Service Providers to Interfront
MODE OF BID SUBMISSION	Hand delivery / courier
DATE OF ADVERTISEMENT	01 September 2026
CLOSING DATE AND TIME	22 September 2026, 11:00 am
NON-COMPULSORY BRIEFING SESSION	07 September @ 11h00 – 12h00 **Microsoft Teams meeting** https://teams.microsoft.com/meet/390065371826550?p=ketrFSGJTFv6RL8aY7 Meeting ID: 390 065 371 826 550 Passcode: 8iJ37jp3
LAST DATE & TIME OF SUBMISSION	22 September 2026, 11:00 am Tender documents received after this date and time will not be accepted, regardless of the method used to send or deliver such documents
DATE & TIME OF OPENING OF BIDS	22 September 2026, 11:00 am
BID DOCUMENTS OBTAINABLE FROM	Bidders are requested to download the bid documents at no cost from Interfront's website at: https://interfront.co.za/procurement and https://www.etenders.gov.za/
BID SUBMISSION ADDRESS	Bid documents must be deposited into the Tender Box at: 3rd Floor, St. Andrews Building, Somerset Links Office Park, De Beers Avenue, Somerset West The bid box will only be available from: Mondays to Fridays 08H00 to 17H00
CONTACT DETAILS (FOR ENQUIRIES ONLY)	Procurement Department E-Mail: procurement@interfront.co.za

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PART 1 – INTRODUCTION

1.1 Introduction

International Frontier Technologies SOC Ltd (hereinafter known as Interfront) is a wholly owned subsidiary of the South African Revenue Service (SARS), however, our business operations function independently through our own Board of Directors and we strive to be a fully sustainable, eco-friendly body. Interfront is developing Tax, Customs and Border Management Information Technology (IT) Solutions for SARS and supports the systems it has in operation with clients. This request for tender (RFT-23-2026_27) is an invitation to prospective bidders to submit tenders to render Recruitment Services and Candidate Verification Services for Temporary and Permanent Placements.

1.2 Invitation to prospective suppliers

This request for tender RFT-23-2026_27 Appointment of a Panel of Recruitment Service Providers (hereinafter referred to as "Deliverables"), is an invitation by Interfront to prospective bidders to submit tenders, as further described in Annexure 2 hereof.

1.3 Type of contract for Deliverables

The selected bidder will be requested to enter into negotiations with Interfront to conclude a service level agreement for the provision of the deliverables as described in Annexure 2 to this RFT. Interfront intends to enter into an agreement based on the specifications as set out in Annexure 2 to this RFT with a panel of service providers for a period of 5 years.

1.4 Contact details

Any queries regarding this bid or on any matter arising from or referred to in this document must be addressed to the Procurement Department, in writing, as set out hereunder in Table 1. Under no circumstances may any other employee of Interfront be approached for any information. Any such action may result in the disqualification of a tender submitted in response to this RFT.

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Table 1

Enquiries	
Contact Person:	Procurement Department
email address:	procurement@interfront.co.za
Closing date for enquiries:	18 September 2026

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PART 2 – CONDITIONS OF CONTRACT

1.5 General Conditions of Contract

All bids, contracts or orders for goods or services shall be subject to the General Conditions of Contract as published by the National Treasury of the Republic of South Africa. In the event of any conflict between the provisions contained in any contract or agreement in place as between Interfront and the supplier / contractor / service provider and the General Conditions of Contract, the provisions as contained in the General Conditions of Contract shall prevail. Kindly familiarise yourself with these provisions at www.treasury.gov.za

1.6 Special Conditions of Contract

1.6.1 Tax Compliance

When submitting a tender to Interfront, bidders must be tax compliant and registered on the Central Supplier Database (CSD) of National Treasury. Bidders must also submit a **valid** tax compliance status (TCS) authorization pin for Interfront to validate the bidders' tax compliance status on e-filing if needed. Bidders' tax compliance status will also be checked on National Treasury's CSD. No tender will be awarded to a bidder who is not tax compliant and/or not registered on National Treasury's CSD.

1.6.2 Interfront reserves the right to:

1.6.2.1 Cancel or reject any bid; not award the tender to the bidder who scores the highest price preference points; award the tender in part or in full to one or more bidders on a non-exclusive basis, cancel or reject any tender and not award the tender at all.

1.6.2.2 Interfront reserves the right in its sole discretion to:

- withdraw, suspend or cancel this RFT at any time, without providing reasons;
- not provide reasons for its rejection or the failure of any bidder or bid;
- change any condition, procedure or rule of the RFT by notice to all bidders;
- amend, vary, or supplement any of the information, terms or requirements contained in this RFT, any information or requirements delivered pursuant to this RFT, or the structure of the RFT process by notice to all bidders;
- re-advertise for RFT responses;

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- provide further information in respect of, and modify the provisions or rectify any mistakes of this RFT at any time prior to the closing date by notice to all bidders;
- disqualify any person who is a bidder or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed of or to be disposed of, who directly or indirectly influence or interfere with the work of any Interfront employees involved in the procurement process in order, *inter alia*, to:
  - influence the process and/or outcome of a bid;
  - incite breach of confidentiality and/or the offering of bribes;
  - cause over- or under-invoicing;
  - influence the choice of procurement method or technical standards; and/or
  - influence any of our employees in any way which may secure an unfair advantage during or at any stage of the procurement process.

1.6.3 **The following will lead to the immediate disqualification of a bidder:**

1.6.3.1 Bidders who submit information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, falsified B-BBEE credentials, experience, qualifications, etc.

1.6.3.2 Bidders who received information not available to other vendors through fraudulent means;

1.6.3.3 Bidders who try to influence the bidding process by illegal means.

1.6.3.4 Bidders who fail to declare their interest in Interfront, dealings or relationships with any staff member of Interfront.

1.6.3.5 Tenders that are delivered after the closing date and time of the tender, regardless of the method used to send or deliver the tender documents.

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1.6.4 **The following bidders may be disqualified:**

1.6.4.1 Bidders who fail to provide proof of their tax compliance status;

1.6.4.2 Bidders who fail to provide written proof from SARS that they have no tax obligations;

1.6.4.3 Bidders who submitted incomplete information and/or documentation according to the requirements of this RFT;

1.6.4.4 Bidders who do not comply with any other requirements as stipulated in this document;

1.6.4.5 Bidders who do not meet any of the mandatory requirements;

1.6.4.6 Bidders who are not registered on the CSD of National Treasury.

1.6.4.7 Proposals/bids that are qualified by a bidder's own conditions may be rejected as being invalid, and failure of the bidder to renounce such conditions when called upon to do so may invalidate the proposal.

1.6.5 **Costs**

Bidders must accept Interfront's standardized fee structure on a sliding scale of 14% - 16% excluding VAT as well as the Guarantee Period (Annexure 3). All additional costs must be stipulated. No costs will be paid for if not stipulated in the tender.

1.6.6 **Non-Solicitation**

Bidders are required to not directly or indirectly solicit, recruit, approach, induce, or attempt to employ any Interfront employee during the term of the agreement and for a period of twelve (12) months following termination of the agreement.

1.6.7 **Submission of tender documents:**

Tender documents must be in:

- **hardcopy marked as "original" and**
- **one electronic copy of the original hardcopy file on a memory stick (USB stick)**,

sealed and properly packaged with the RFT number and description on it, with the bidder's name on the packaging. All tenders and supporting documentation must be submitted in English. Each page of the tender document must be initialled by the bidder. Tender documents will only be considered if received by Interfront before the closing date and time, regardless of

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the method used to send or deliver such documents to Interfront. **Late bids will not be accepted**.

1.6.8 **Central supplier database (CSD) registration**

All bidders partaking in this tender must be registered on National Treasury's Central Supplier Database (CSD) at website www.csd.gov.za

1.6.9 **Information to be provided by the bidder**

1.6.9.1 Proven relevant experience and success, as well as the ability to deliver a reliable, efficient and effective service will be important considerations. By submission of a tender each bidder warrants that he/she/it is highly skilled, professional, competent and experienced in the area for which he/she/it has tendered.

1.6.9.2 Any work performed by a successful bidder will be evaluated against these criteria.

1.6.9.3 The bidder also warrants that the goods/service provided will be of a superior standard, and is unlikely to cause undue difficulties.

1.6.9.4 Interfront may request clarification or additional information regarding any aspect of the proposal.

The bidder must supply the requested information promptly and in writing.

1.6.9.5 Interfront may also request a demonstration and bidders must comply with such a request within acceptable time frames.

1.6.10 **Acceptance of RFT conditions**

The bidders' participation in this RFT process is deemed to constitute acknowledgement and acceptance by the bidder of the Special Conditions of Contract contained in this RFT as well and National Treasury's General Conditions of Contract.

1.6.11 **Validity of information**

Interfront has made reasonable efforts to ensure accuracy in compiling this RFT. However, neither Interfront, nor its employees, directors, officers, advisers, shareholder or representatives will be liable to the Bidder or any third party for any inaccuracy or omission in the RFT or in respect of any additional information Interfront may provide to the bidder as part of the RFT process.

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The bidder is deemed to have examined this RFT and any other information supplied by Interfront to the bidder and to have satisfied itself as to the correctness and sufficiency of such before submitting a bid.

1.6.12 **RFT not an offer**

This RFT does not constitute an offer to do business with Interfront, but merely serves to facilitate a requirements-based decision process. Nothing in this RFT or any other communication made and entered into between Interfront (including its employees, directors, officers, advisers, shareholder or representatives) is a representation that Interfront will offer, award or enter into a contract.

1.6.13 **Preparation Costs**

The bidder will bear all its costs in preparing, submitting and presenting any response or tender to this RFT and all other costs incurred by it throughout the RFT process. Furthermore, no statement in this RFT will be construed as placing Interfront, its employees, directors, officers, advisers, shareholder or representatives under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidders in the preparation of their response or tender to this RFT.

1.6.14 **Indemnity**

If a bidder breaches any condition of this RFT and, as a result of that breach, Interfront incurs costs or damages (including, without limit, the cost of any investigations, procedural impairment, repetition of all or part of the RFT process and enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Interfront harmless from any and all such costs which Interfront may incur and for any damages or losses Interfront may suffer.

1.6.15 **Responsibility for subcontractors and bidder's personnel**

A bidder is responsible for ensuring that its subcontractors, personnel (including employees, directors, officers, advisers, shareholders and other representatives of a bidder) and personnel of its subcontractors comply with all terms and conditions of this RFT.

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1.6.16 **Confidentiality**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this RFT or a bidder's bid(s) may be disclosed by any bidder or other persons not officially involved with Interfront's examination and evaluation of a bid.

No part of the RFT may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a bid. This RFT and any other documents supplied by Interfront remain proprietary to Interfront and must be promptly returned to Interfront upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this RFT process and thereafter, bidders must secure Interfront's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this RFT relates; or (ii) the process which follows this RFT. Failure to adhere to this requirement may result in disqualification from the RFT process and civil action.

After the closing date, no confidential information relating to the process of evaluating or adjudicating RFT responses or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process.

1.6.17 **Joint Ventures, Consortiums and Trusts**

A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

A trust, consortium or joint venture will qualify for points for the B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidate B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is preferred for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. Signed agreements will be acceptable as proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner and the joint venture and/or consortium party. The

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agreement must also clearly identify the lead partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

1.6.18 **National Treasury**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Interfront reserves the right to withdraw an award, or cancel a contract concluded with a bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

1.6.19 **Governing Law**

South African law governs this RFT and the response process of this RFT. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this RFT, the RFT itself and all processes associated with this RFT.

1.6.20 **Checklist**

Take note of Returnable Schedule 8 attached hereto.

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PART 3 – EVALUATION

1.7 After the closing date:

- Interfront may request additional information, clarification or verification in respect of any information contained in or omitted from a bidder's bid, which Interfront may do either in writing or at a meeting convened with the bidder for that purpose;
- no amendment may be made to a bid, unless specifically permitted or requested by Interfront;
- Interfront may shortlist bidders and may request presentations from short-listed bidders to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their bid. This is an optional fact-finding process which provides an opportunity for the bidder to clarify or elaborate on their bid. Interfront shall schedule the time and location of these presentations as and if necessary.
- Please take note that any and all costs involved in setting up these sessions will be borne by the bidder
- Interfront will enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the RFT responses;
- Interfront will evaluate the RFT responses with reference to Interfront's Evaluation Criteria detailed in section 1.8. Interfront reserves the right to employ subject matter experts to assist in performing such evaluations.

1.8 Evaluation criteria and methodology

Documents (mandatory and non-mandatory) will be evaluated according to the criteria specified in this RFT. Please indicate whether the mandatory documents have been included in your submission in Table 2:

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1.8.1 Gate 1 - Pre-evaluation / Mandatory requirements

Table 2

Mandatory Compliance Documentation	**Tick**
Invitation to bid – SBD 1 with CSD Number	Yes☐ No☐
Central Supplier Database (CSD) registration report	Yes☐ No☐
Company Registration documents	Yes☐ No☐
Pricing Template: Acceptance of Fee structure and Guarantee Period	Yes☐ No☐
Bidder's Disclosure – SBD 4	Yes☐ No☐
Specific goals claim form – SBD 6.1 (and official documentation as evidence for Specific goals points claimed)	Yes☐ No☐
Supplier Code of Conduct	Yes☐ No☐
General Conditions of Contract (GCC)	Yes☐ No☐
Company bank stamped letter (not older than six (6) months)	Yes☐ No☐
Tax Compliance Status pin	Yes☐ No☐
Pre-qualification requirements (Mandatory)	
Proof of registration/Invoice from pre-employment verification agency like, but not limited to MIE, LexisNexis to confirm ID validation, criminal check, qualification check and any other checks	Yes☐ No☐
Non-compliance to the above-mentioned documents will disqualify the bid.	

Non-Compulsory Documentation (Gate 2 Functional Evaluation)	**Tick**
Company Profile	Yes☐ No☐
APSO Membership Certificate OR Private Employment Agency (PEA) certificate issued by the Department of Employment and Labour	Yes☐ No☐
Placement Summary Report (Not older than one year)	Yes☐ No☐
Methodology for Executive Search / Headhunting Capability	Yes☐ No☐
References (a minimum of 3 contactable references) The reference templates must provide total placements in the IT environment not older than one year, including the name of the positions filled, and which industries they were placed	Yes☐ No☐

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Where there is a failure to comply fully with any of the pre-qualification criteria or Interfront is for any reason unable to verify whether the pre-qualification criteria are fully complied with, Interfront will have the right to either:

1.8.1.1 Entirely reject the tender in question and not to evaluate it at all;

1.8.1.2 Give the bidder an opportunity to supplement the information provided by it under its tender so as to achieve full compliance with the pre-qualification criteria within a period prescribed by Interfront;

1.8.1.3 Require the bidder to provide Interfront with such information as Interfront may request within a period prescribed by Interfront in order to enable Interfront to properly verify whether there is full compliance; or

1.8.1.4 In any event permit the tender to be evaluated.

1.8.2 **Gate 2 – Functionality Evaluation**

Only bidders who submit all the mandatory documents as listed in Gate 1 will be evaluated in Gate 2. Bids will be evaluated strictly according to the bid evaluation criteria in the RFT. Bidders must, as part of their bid documents, submit supportive documents for all functional criteria as indicated in the evaluation table. The Bid Evaluation Committee (BEC) will evaluate and score all bids based on the bidders' submissions and information provided.

Bidders will not rate themselves but need to ensure that all information is supplied as required. The minimum score obtained needs to be 70% in order to pass Gate 2. The BEC will evaluate and score all responsive bids and will verify all documents submitted by the bidders. The BEC will evaluate the responses received against the following criteria:

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Criteria	Requirement and Evaluation	Weighting
1. Capacity, Capability and Company Experience	The bidder must provide a company profile and APSO Membership/PEA Letter *No company Profile submitted = 0* *Detailed company profile submitted outlining their specialties within the ICT industry = 3* *Detailed company profile submitted outlining their specialties within the ICT industry, as well as APSO Membership/PEA Letter = 5*	10%
2. Specialist ICT Recruitment Experience	Bidder must demonstrate specialist recruitment capability within the ICT environment by submitting evidence of placements across relevant software development, analysis, architecture, quality assurance, agile delivery, cloud, data, security and scarce-skills roles. *No evidence submitted = 0* *Evidence in 1 to 4 Information Technology Industry placements = 10* *Evidence in 5 to 7 Information Technology Industry placement = 18* *Evidence in more than 7 Information Technology Industry Placements = 30*	45%
3. Permanent and Fixed-Term Placement Capability	Bidders need to demonstrate an ability to provide permanent and fixed-term placements in addition to the specialist ICT recruitment placements stated in point 2 above. *No evidence submitted = 0* *1 to 5 permanent and fixed-term placements in preceding 12 months = 10* *6 to 10 permanent and fixed-term placements in preceding 12 months =18* *More than 10 permanent and fixed-term placements in preceding 12 months = 30*	30%
4. Executive Search / Headhunting Capability	Bidder should provide a detailed permanent and temporary recruitment search and selection strategies and techniques that will be followed in sourcing specialist and executive roles (e.g. talent pooling strategy etc.) *No evidence submitted = 0* *Evidence of headhunting or targeted search assignments = 10*	10%
5. References	The reference templates must provide total placements in the IT environment not older than one year, including the name of the positions filled, and which industries they were placed. The references provided should be contactable and not older than 1 year. *No references =0* *3 References supplied = 5* *More than three references supplied = 10*	5%
Total score	**Minimum threshold is 70%**	**100%**

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1.8.3 Gate 3 – Price and Specific goals

Only bidders who pass Gate 1 will be evaluated in Gate 2. The price and specific goals evaluation shall be based on the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022 and the points for evaluation criteria are as follows:

The 80/20 preference point system will apply to this tender:

Table 3

Adjudication Criteria	**Points**
Price Evaluation	80
BEE Evaluation	20
TOTAL	**100**

1.8.3.1 Price shall be scored as follows:

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

Where: **Ps** is the number of points scored for price;
Pt is the comparative price of the bid under consideration;
Pmin is the comparative price of the lowest acceptable bid.

Preference points will be awarded up to 20 points for specific goals as per the specific goals criteria stated on the included SBD6.1 in Annexure 4. Bidders are required to provide proof of evidence in the form of supporting documents to substantiate any points claimed on the SBD6.1 document. The supporting documents include a valid B-BBEE Sworn Affidavit/SANAS approved B-BBEE certificate, CSD report, share certificate etc.

1.8.3.2 The total number of adjudication points (NT) shall be calculated as follows:

$N_T = Ps + N_P$

Where: **Ps** is the number of points scored for price
N_P is the total number of Specific goals points obtained

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1.9 Process following evaluation

1.9.1 **Following Interfront's evaluation of the RFT responses in this RFT, Interfront has the right to, inter alia, in its sole discretion:**

1.9.1.1 Shortlist one or more bidder(s) for award;

1.9.1.2 Undertake a Best and Final Offer (BAFO) process;

1.9.1.3 Interfront may conduct a due diligence exercise on any bidder or its subcontractor, which may include interviewing customer references or other activities to verify a bidder's submitted or other information and capabilities (including visiting the bidder's or subcontractor's premises, sites and facilities) to verify certain stated facts or assumptions and in which regard the bidder will be obliged to grant Interfront with all such access, assistance and/or information as Interfront may reasonably request and to respond within the timeframes set by Interfront; or

1.9.1.4 Take any other action it deems appropriate.

1.9.1.5 Interfront reserves the right to revise the points accorded to a bidder in respect of all or any of the criteria at any time in the event of further information being obtained by Interfront, which in Interfront's opinion justifies such revision.

1.9.1.6 Upon completion of its evaluations, Interfront may select one or more preferred bidders for award as a single supplier or to form a panel of service providers.

1.9.1.7 Interfront will be under no obligation to select the bidder with the highest number of points.

1.9.1.8 Upon an award, the successful bidder will be required to enter into the agreement with Interfront. In this regard:

1.9.1.9 Interfront may require the bidder to enter into an interim agreement under which the transition services would commence;

1.9.1.10 Interfront may enter into negotiations with the bidder with a view to concluding the agreement;

1.9.1.11 Interfront will be entitled to cease negotiating with a bidder and negotiate with another bidder if Interfront, in its sole discretion, is of the opinion that: the bidder has made misrepresentations in its RFT response; the bidder is attempting to withdraw from positions or commitments made in its bid; the bidder is not negotiating in good faith; or an agreement may not be expeditiously concluded with the bidder for any other reason.

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RETURNABLE SCHEDULE 1 - ANNEXURE 1 – SBD 1

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF INTERFRONT					
BID NUMBER:	**RFT-23-2026_27**	CLOSING DATE:	**22 September 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**Appointment of a Panel of Recruitment Service Providers to International Frontier Technologies**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
3rd Floor, St. Andrew's Building					
Somerset Links Office Park					
De Beers Avenue, Somerset West					
The bid box will only be available from Mondays – Fridays, 08H00 to 17H00					
BIDDING PROCEDURE ENQUIRIES & TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON	**Procurement Department**				
TELEPHONE NUMBER	**021 840 3400**				
FACSIMILE NUMBER	**021 840 3401**				
E-MAIL ADDRESS	**procurement@interfront.co.za**				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
CONTACT PERSON					
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

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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS 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 REGISTERED 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**

Initials

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, 2017, 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:

_____
Initials

RETURNABLE SCHEDULE 2 - ANNEXURE 2 – TERMS OF REFERENCE (MANDATORY SPECIFICATION)

1. Background

Interfront seeks to appoint a panel of recruitment agencies that are capable to provide recruitment services to assist in sourcing critical and scarce skills in the IT Industry.

The service providers will be appointed for a period of five (5) years and will be utilised on an as and when required basis. Attached in this document is detailed information on placement fee, see Annexure 3.

2. Key objectives

The objective of this request is to appoint a panel of service providers to supply recruitment services for temporary, permanent, and scarce skills recruitment for 5 years.

3. Statement of requirements

Should the awarded supplier fail to provide any or all of the services within the supply terms specified on the price template, Interfront has the right to impose penalties or terminate the order/contract. See clauses 21, 22, and 23 of the General Conditions of Contract.

4. Specification

This section sets out the minimum service, governance, compliance, candidate submission, recruitment portal, and ethical requirements applicable to recruitment service providers appointed by Interfront. The Service Provider shall comply with the following responsibilities when rendering recruitment agency services to Interfront:

Recruitment Service Management

- Appoint and maintain a dedicated Recruitment Consultant as the single point of contact for all recruitment-related requests, communications, escalations, and reporting pertaining to Interfront.
- Acknowledge receipt of recruitment requests within agreed timeframes and provide regular status updates throughout the recruitment process.

Initials

- Demonstrate support of Interfront's strategic objectives, workforce planning requirements, Employment Equity objectives, and recruitment standards.
- Work through the designated Interfront Recruitment function and shall not engage directly with Interfront line managers, unless expressly authorised by Interfront.

Candidate Sourcing, Screening and Assessment

- Source, screen, assess, and submit suitably qualified candidates who meet the requirements of the advertised position.
- Personally interview all candidates prior to submission and provide a recommendation regarding the candidate's suitability for the position.
- Verify candidate availability, notice period, motivation for seeking alternative employment, and suitability for the position.
- Present only candidates who meet the minimum requirements of the position and who have consented to being represented by the Service Provider.

Remuneration Management

- Confirm candidate remuneration expectations by validating the candidate's current remuneration package and structure, including fixed remuneration, allowances, benefits, incentives, bonuses, and other applicable remuneration components.
- Manage candidate remuneration expectations within reasonable market-related parameters while ensuring alignment with Interfront's stated budget and remuneration framework.
- Not disclose, publish, commit, negotiate, or guarantee any remuneration package, increase, benefit, or employment condition on behalf of Interfront unless expressly authorised in writing by Interfront.
- Not publish Interfront remuneration ranges, budgets, salary scales, or remuneration packages when advertising positions unless approved in writing by Interfront.

Candidate Submission Requirements

- Compile a comprehensive Curriculum Vitae (CV) for each candidate using the prescribed Interfront CV Template as contained in Annexure 5.
- Ensure that each CV is submitted on the Service Provider's letterhead and includes, at a minimum:

Initials

- Personal information;
- Professional profile and summary;
- Employment history summary (optional);
- Skills matrix;
- Detailed work experience;
- Key responsibilities and achievements;
- Reasons for leaving previous employers;
- Qualifications and certifications;
- Notice period and availability;

- Ensure that all information submitted is accurate, current, verified where applicable, and provided with the candidate's consent
- Completed Consent form from candidate with wet signature

Recruitment Portal and System Administration

- Utilise the recruitment system, applicant tracking system (ATS), recruitment portal, or any other recruitment platform designated by Interfront as the official system of record for all recruitment activities.
- Upload and maintain all candidate applications, supporting documentation, assessments, interview outcomes, recruitment activities, and candidate status updates on the designated recruitment platform.
- Ensure that all mandatory fields, evaluation criteria, CV, undersigned Candidate Consent Form containing wet signature has been uploaded upon presenting the candidates for Interfront's consideration.
- Maintain accurate and current candidate records throughout the recruitment lifecycle.
- Prevent duplicate candidate submissions and ensure that all information captured on the platform remains complete and up to date.
- No Candidate submissions communicated through email, telephone, or any other means shall be deemed formally submitted. All Submission must be submitted and captured on the Interfront-designated recruitment platform.
- Interfront reserves the right to reject incomplete candidate submissions or candidate profiles that do not comply with the prescribed requirements or recruitment system standards.

_____
Initials

Candidate Verification and Reference Checks

- Upon notification by Interfront that a candidate has progressed to final shortlist stage, conduct all required verification checks timeously, including but not limited to:
  - Identity verification;
  - Qualification verification;
  - Criminal record checks;
  - Professional registration verification, where applicable;
  - Credit checks, where applicable;
  - Any other role-specific verification requirements stipulated by Interfront.
  - Conduct a minimum of two (2) employment reference checks from previous managers, supervisors, or employers.
  - Obtain written consent from candidates prior to conducting any verification activities.
  - Provide Interfront with documentary evidence of all verification results and candidate consent documentation.

Candidate Communication and Coordination

- Coordinate and facilitate interview arrangements between candidates and Interfront.
- Maintain regular communication with candidates throughout the recruitment process.
- Notify Interfront immediately should a candidate withdraw, accept an alternative offer, become unavailable, or experience any material change in circumstances.
- Provide Interfront with the successful candidate's contact details upon final shortlisting and/or offer stage.
- Advise unsuccessful applicants of the outcome of their applications in a professional and timely manner.

Compliance, Confidentiality and Ethics

- Comply with all applicable South African legislation, including but not limited to the Protection of Personal Information Act (POPIA), Employment Equity Act, Labour Relations Act, Basic Conditions of Employment Act, and any other applicable legislation.
- Maintain strict confidentiality regarding all Interfront information, recruitment activities, business operations, projects, remuneration structures, and candidate information.
- Not distribute, disclose, publish, or utilise confidential information for any purpose other than fulfilling its obligations under the agreement.

Initials

- Ensure that all candidate information is handled and stored in accordance with applicable data privacy legislation.

Unsolicited Candidate Submissions

- Not submit unsolicited CVs or speculative candidate applications to Interfront.
- Interfront reserves the right to reject and permanently remove unsolicited CVs without consultation with the Service Provider.
- No fee shall be payable in respect of unsolicited CV submissions.

Reporting Requirements

- Provide recruitment status reports and management information as reasonably requested by Interfront.
- Provide accurate reporting regarding candidate submissions, interviews conducted, placements made, and any other recruitment metrics required by Interfront.

Invoicing

- Submit all invoices with the applicable Purchase Order (PO) number issued by Interfront Procurement.
- Ensure invoices contain all supporting information necessary for processing and payment.
- Submit invoices to the Interfront Finance Department in accordance with Interfront's financial procedures.

Right to Work in South Africa

- The Service Provider shall only submit candidates who are legally entitled to live and work in South Africa and who are able to provide valid proof of identity and work authorisation.
- Where a specific position requires South African citizenship due to security clearance requirements, client-specific requirements, regulatory obligations, government requirements, or contractual restrictions, Interfront reserves the right to specify South African citizenship as a mandatory requirement for that particular position.

Candidate Ownership and Referral Rights

- Candidate ownership shall only be recognised where the candidate has been submitted through the prescribed Interfront recruitment process and recruitment platform.

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Initials

- Where more than one (1) approved Service Provider submits the same candidate for the same position, the Service Provider who first submitted the candidate via the prescribed process shall be recognised as the preferred Service Provider for that candidate.
- Where a candidate has previously applied directly to Interfront for the same position prior to being submitted by a Service Provider, the candidate shall not be regarded as having been submitted by that Service Provider and no placement fee shall be payable.
- Interfront reserves the right to validate and determine candidate ownership based on system records and supporting evidence.
- Candidate ownership shall remain valid for a period of twelve (12) months from the date on which the candidate is first formally submitted by the Service Provider through the prescribed Interfront recruitment process and recruitment platform. Where the candidate is appointed by Interfront, whether in the originally advertised position, an alternative position, a permanent position, a fixed-term contract position, or through a conversion from contract to permanent employment within the twelve (12) month ownership period, the submitting Service Provider shall be deemed the recognised owner of the candidate and shall be entitled to the applicable placement fee in accordance with this Agreement, subject to the provisions contained herein.

Initials

RETURNABLE SCHEDULE 3 – ANNEXURE 3 - PLACEMENT FEE

Permanent Placements

The placement fee payable to the bidder for the permanent placement of a successful candidate, will be based on the annual CTC salary of the candidate so placed, excluding incentives, bonuses and VAT, and will be calculated as follows:

Executive Placements	Percentage charged to annual CTC salary above R450 000	Percentage charged to annual CTC salary below R 450 000
Negotiated Rate	16% (excluding VAT)	14% (excluding VAT)

Fixed Term Contractor Placements

Where a candidate is appointed by Interfront on a fixed-term contract and is employed directly on Interfront's payroll, the Service Provider shall be entitled to a monthly placement fee calculated as a percentage of the contractor's monthly CTC salary, excluding VAT, as follows:

Contract Period	Monthly Fee calculated on monthly CTC salary offered
Up to 12 Months	15% (excl. VAT)

Monthly Invoicing

The placement fee shall be invoiced monthly in arrears and shall be calculated based on the contractor's actual monthly CTC salary in effect during the applicable billing period.

Placement fees shall exclude overtime payments, bonuses, retention incentives, travel reimbursements, subsistence allowances, acting allowances, and any other non-guaranteed or ad hoc payments.

Initials

Active Engagement Requirement

Placement fees shall only be payable for periods during which the contractor remains actively employed and engaged by Interfront.

Should the contractor resign, be terminated, abscond, become incapacitated, pass away, or otherwise cease employment with Interfront, the Service Provider's entitlement to placement fees shall cease with effect from the contractor's last active working day.

Maximum Fee Period

Notwithstanding the duration of the contractor's engagement, placement fees shall be payable for a maximum period of twelve (12) months from the contractor's commencement date.

No further placement fees shall be payable after expiry of the twelve (12) month fee period, irrespective of any contract extensions, amendments, renewals, or subsequent engagements by Interfront.

Contract Extensions and Renewals

The extension, renewal, or amendment of a contractor's appointment shall not constitute a new placement and shall not result in the commencement of a new placement fee period.

Contractor-to-Permanent Conversion

Where a contractor placed under this agreement is subsequently appointed permanently by Interfront after six (6) months of continuous engagement, no additional permanent placement fee shall be payable.

Re-advertised Positions

Where Interfront terminates, suspends, postpones, or stops a recruitment process for any reason and subsequently re-advertises the same or substantially similar position within twelve (12) months, and thereafter appoints a candidate originally referred by the Service Provider during the earlier recruitment process, the Service Provider shall remain entitled to the applicable placement fee, subject to satisfactory proof of candidate ownership.

Initials

Guarantee Period on Permanent Placements:

Should a successfully placed candidate resign voluntarily, abscond, be dismissed for misconduct, or fail to successfully complete probation within 6 weeks from commencement of employment, the Service Provider shall provide either:

- A replacement candidate at no additional placement fee; or
- A credit note in accordance with the guarantee period below:

Period	Credit due
0-6 months	100%

The guarantee shall not be invalidated by organisational restructuring, reporting line changes, reasonable amendments to job responsibilities, or changes in line management, provided the role remains substantially similar to the position for which the candidate was originally appointed.

Proposed agreement

Any award made to a bidder under this RFT is conditional, amongst other provisions, upon Interfront and such bidder concluding a written agreement within a suitable time frame.

Interfront reserves the right to vary the terms and conditions of the proposed agreement attached to this RFT document during negotiations with a bidder at Interfront's sole discretion.

_____
Initials

On Behalf of the Bidder:

I agree and acknowledge that I have read and understood the contents of the Placement Fee - Annexure 3, and I accept the pricing schedule and guarantee period:

_____

Signature

_____

Position

_____

Date

_____

Name of Bidder

_____
Initials

RETURNABLE SCHEDULE 4 - ANNEXURE 4 – SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

[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.

Initials

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

Initials

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

Initials

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

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

....

Signature Date

....

Position Name of bidder

_____
Initials

RETURNABLE SCHEDULE 5 - ANNEXURE 5 – SBD6.1

SBD 6.1

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

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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

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

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

(a) Price; and

(b) Specific Goals.

Initials

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

Initials

(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

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

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

Initials

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

80/20 or 90/10

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

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.

Initials

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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Exempted Micro Enterprise (EME)/Qualifying Small Enterprise (QSE)	5	
At least 50% South African Women Ownership	5	
At least 50% Black Ownership (as per the definition in the B-BBEE Act, No. 53 of 2003)	5	
At least 50% Youth Ownership (as per the definition in the National Youth Commission Act, 1996)	5	
Total points	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Initials

- ☐ 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,

Initials

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: .....

.....

.....

Initials

RETURNABLE SCHEDULE 6 - ANNEXURE 6 – SUPPLIER CODE OF CONDUCT

interfront

SUPPLIER CODE OF CONDUCT

About Interfront

Interfront is a wholly owned subsidiary of SARS through which its parliamentary accountability is exercised. The main purpose behind Interfront's creation was to develop an information technology (IT) based solution for the SARS customs modernisation programme and the New Customs Acts Programme (NCAP). Interfront has delivered major systems which it supports whilst continuing developments.

Our Vision

As your trusted partner, we unite to deliver cutting-edge software solutions. Being an employer of choice for our techies, expanding to bring our unique experience to make South Africa better, one app at a time.

Our Mission

Our strength is our people. We enjoy what we do. With integrity and thought leadership we design, develop, deliver, and support secure software solutions with unwavering excellence.

Our Values

TECHI

T - Trust:

Being honest, reliable and trustworthy.

E - Excellence:

Striving for continuous excellence in our organisation and products by being customer- and output-focused, innovation-conscious, and proud of our work.

C - Camaraderie:

Initials

Being passionate about teamwork, going the extra mile; commitment to the team and organisation; and having fun. Treating one another with respect.

H - Humility:

An attitude of modesty that comes from understanding our role in the bigger picture. Being supportive, acting in the best interests of those you are leading and following.

I - Integrity:

Consistently acting in an honest, respectful and trustworthy manner. Being transparent, sharing clear, ongoing and effective communication.

Scope

It is essential that our employees conduct themselves with integrity at all times in full compliance with the laws and regulations that govern our business activities. To that end Interfront has adopted a Code of Conduct which applies to all Interfront employees, directors and officers. The Code of Conduct is an extension of our values and reflects our commitment to ethical business practices and regulatory compliance.

Interfront expects that its suppliers will share and embrace the letter and spirit of our commitment to integrity and ethical behaviour. By “supplier” we mean any company or individual that provides a product or service to Interfront or indirectly to any of its clients.

Policy

Interfront has always been committed to doing business with integrity and proper regard for ethical business practices. Our commitment to doing business ethically is unwavering. Interfront understands that suppliers are independent entities, but the business practices, conduct and actions of a supplier may significantly impact and/or reflect upon Interfront, our reputation and our brand, which is one of our most important assets. In light hereof, Interfront expects all suppliers and their employees, agents and subcontractors (their representatives) to adhere to the Interfront Code of Conduct while they are conducting business with and/or on behalf of Interfront.

Initials

All suppliers should educate their representatives to ensure that they understand and comply with the Code.

This Code of Conduct is available on our website at www.interfront.co.za.

Our Supplier Code of Conduct

This Code of Conduct sets out certain non-negotiable minimum standards with regard to integrity and ethical business practices. By acceptance of this Code, the supplier commits that all existing and future agreements and business relationships with Interfront will be subject to the provision contained herein.

BUSINESS INTEGRITY

Compliance with Applicable Laws and Regulations

All Interfront suppliers and their representatives will conduct their business activities in full compliance with applicable laws and regulations while conducting business with and/or on behalf of Interfront.

Anti-Bribery and Corruption

Interfront has always been committed to doing business on an ethical and sound basis and Interfront is committed to comply fully with local and global anti-bribery and corruption laws and to continuously conduct its business with integrity and with proper regard to ethical business practices. Suppliers must not engage in corruption such as bribery or any other form of improper or unlawful payment under any circumstances including financial fraud, money laundering, and extortion or facilitation payments.

A bribe is usually defined as the giving or receiving of a “thing of value” to corruptly influence the actions of another, most commonly to influence a contract award or the execution of a contract.

Thing of value

The “thing of value” need not be money and often is not. Any tangible benefit given or received with corrupt intent can be a bribe. Bribes can include but are not limited to:

- gifts, paid travel and entertainment;
- “loans,” whether or not repaid;

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- leasing vehicles for the benefit of an employee, his or her relatives etc.
- employment of the employee's relatives, friends, acquaintances at the request or direction of the Interfront employee;
- payment of educational expenses and scholarships for the children of Interfront employees;
- gifts by contractors of their inventory or services, e.g., improving the house of an Interfront employee;
- "donations" to social programmes" at the direction of the Interfront employee;
- subsidising rents or mortgages of the Interfront employee; or
- direct cash payments to Interfront employees.

No supplier or associated person may directly or indirectly bribe an Interfront employee or any third party. Similarly, no supplier or associated person may receive anything of value in exchange for performing their duties disloyally or illegally. Any demand for, or offer of, a bribe must be rejected immediately and reported to Interfront.

In addition, suppliers will be honest, direct and truthful in their discussions with regulatory agency representatives and government officials and conduct their business in full compliance with fair competition laws.

Business Practices

Interfront suppliers and their representatives shall conduct their business interactions and activities with integrity and in accordance with their obligations under their specific agreements with Interfront. In addition to those obligations, all suppliers shall, without limitation:

- Honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy.
- Create, retain and dispose of business records in full compliance with all applicable legal and regulatory requirements.

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- Protect and responsibly use both the physical and intellectual assets of Interfront, including its property, data and equipment when authorised by Interfront to use such assets.

- Use Interfront provided information technology and systems (including email) only for authorised Interfront business-related purposes. Interfront strictly prohibits suppliers and their representatives from using Interfront provided technology and systems to create, access, store, print, solicit or send any material that is intimidating, harassing, threatening, abusive, sexually explicit or otherwise offensive or inappropriate and/or send false, derogatory or malicious communications using Interfront provided information assets and systems.

- Comply with intellectual property ownership rights of Interfront and others including but not limited to copyrights, patents, trademarks and trade secrets. Use software, hardware and content only in accordance with their associated license or terms of use.

- Not speak to the press or use Interfront in any of its promotional items, unless expressly authorised in writing to do so by Interfront.

Transparency and Gift Giving

The solicitation or acceptance of any gifts, favours, gratuities or benefits by an Interfront employee is prohibited. Interfront employees are prohibited from seeking or accepting anything of value in their capacity as Interfront employees. They are prohibited from using or attempting to use their position to obtain for themselves, their families or others unwarranted privileges that are not properly available to similarly situated individuals.

Conflict of Interest

Suppliers and their representatives shall avoid the appearance of or actual improprieties or conflicts of interest. Suppliers or their representatives shall not deal directly with any Interfront employee whose spouse, domestic partner or other family member or relative holds a financial interest in the supplier. Dealing directly within the course of negotiating the supplier agreement or performing the supplier's obligations with a spouse, domestic partner or other family member or relative who is employed by Interfront is also prohibited.

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Interfront expects all suppliers and their representatives to disclose any present or past relationship or relationships that may come into existence after the establishment of a contractual relationship with Interfront as between themselves and Interfront employees that would be construed as a conflict.

Non-solicitation

If, during the term of any contract between Interfront and the supplier and for a period of one year thereafter (collectively the "non-solicitation period") the supplier directly or indirectly, individually or on behalf of any other person or company aids or endeavours or induce any of Interfront's employees to leave their employment with Interfront in order to accept employment with the supplier or any of its affiliates, the supplier shall pay to Interfront an amount equal to the product of the employee's actual monthly salary multiplied by 3 (three).

Communication and Whistleblowing

Interfront suppliers and/or their representatives are encouraged to raise any queries, concerns and complaints regarding any illegal, non-compliant, fraudulent or unethical behaviour by reporting same through Interfront's ethics line or other reporting mechanisms available on our public website.

Interfront will not tolerate any retribution or retaliation taken against any individual who has in good faith sought out advice or has reported questionable behaviour or a possible violation.

Books and Records

Suppliers are expected to keep accurate accounting records and maintain supporting documents to describe and reflect the true nature of underlying transactions.

HUMAN RIGHTS AND LABOUR STANDARDS

Human Rights

Interfront embraces clear standards on employees' and human rights. Interfront expects its suppliers to share its commitment to human rights and equal opportunity in the workplace. Interfront suppliers shall conduct their employment practices in full compliance with applicable laws and regulations, and shall, without limitation:

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- Co-operate with Interfront commitment to a workforce free of harassment and unlawful discrimination. Interfront believes that supplier companies should not engage in discrimination in hiring, compensation, access to training, promotion, termination or retirement based on religion, age, disability, gender, marital status, sexual orientation, union membership, political affiliation or any other category protected by applicable law.

- Comply in all respects with the Employment Equity Act, in line with Interfront's commitment to redress the racial makeup of the South African economy.

- Prohibit the use, possession, distribution and sale of illegal drugs while on Interfront property.

- Use only voluntary labour and the supplier shall not utilise child employees.

- Keep employee records in accordance with laws and regulations.

Working Hours

The supplier will ensure that fair wages will be paid in line with normal practice for the industry and market. The supplier must ensure that its employees work in compliance with all applicable laws and mandatory industry standards pertaining to the number of hours and days worked.

Compensation

The supplier's employees must be provided with wages and benefits that comply with applicable laws and binding collective agreements, including those pertaining to overtime work.

Freedom of Association and Collective Bargaining

The supplier will respect the right of its employees to freedom of association and collective bargaining. This includes the right to form and join trade unions and other worker organisations of their own choosing without harassment, interference or retaliation.

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HEALTH AND SAFETY

Workplace Environment

The supplier shall provide employees with safe and healthy working conditions. As a minimum, potable drinking water, adequate sanitation, fire exits and essential safety equipment, access to emergency medical care, appropriately lit and equipped workstations must be provided. In addition, facilities must be constructed and maintained in accordance with the standards set by applicable codes and regulations.

Sustainability

The supplier must operate with care for the environment and ensure compliance with all applicable laws and regulations where the products or services are manufactured or delivered. Interfront expects its suppliers to share the same social responsibility of growing business in a sustainable fashion.

AUDIT AND TERMINATION OF THE SUPPLY AGREEMENT

Interfront reserves the right to verify the suppliers' compliance with this Code. In case Interfront becomes aware of any actions or conditions not in compliance with this Code, Interfront reserves the right to demand corrective measures.

It is the responsibility of the supplier to ensure that its representatives understand and comply with the provisions of this Code and inform Interfront if any situation develops that causes the supplier to operate in violation of the code set forth in this document. Interfront suppliers are expected to self-monitor their compliance with the Code.

In addition to any other rights Interfront may have under its supplier agreement, Interfront may request the immediate removal of any representative who behaves in a manner that is unlawful or inconsistent with this Code.

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Interfront reserves the right to terminate an agreement with any supplier who does not comply with the Code.

_____

Supplier name (entity name):

_____

Signature and designation of authorised signatory of the supplier

_____
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RETURNABLE SCHEDULE 7 - ANNEXURE 7 – GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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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.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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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

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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.

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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

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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;

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(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

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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

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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

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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

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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

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(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.

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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.

RETURNABLE SCHEDULE 8 - ANNEXURE 8 - Checklist:

Tick if you have included/actioned:

Invitation to bid (SBD 1)	☐
CSD Number on SBD 1 (Supplier Number: MAAA)	☐
Tax Compliance Status authorisation pin	☐
Price Template – Acceptance of Rates Signed Off (Annexure 3)	☐
Declaration of Interest (SBD4)	☐
Preference points claim form (SBD 6.1)	☐
Official documents for points claimed	☐
Interfront Supplier Code of Conduct	☐
CSD Report	☐
Proof of registration/Invoice from pre-employment verification agency	☐
Company Profile	☐
APSO Membership Certificate OR Private Employment Agency (PEA) certificate	☐
Placement Summary Report (Not older than one year)	☐
Methodology for Executive Search / Headhunting Capability	☐
References (a minimum of 3 contactable references not older than one year)	☐
Company-stamped bank letter (not older than six months)	☐
General Conditions of Contract	☐
All pages of the Tender pack have been initialled	☐

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