

**Panel of Recruitment Service Providers to
International Frontier Technologies SOC Ltd for a
period of three(3) years
Company Reg. no: 2009/007987/30**

Tender Number	RFT-7-2019/20
Mode of Bid Submission	Hand delivery / courier
Date of advertisement	08 May 2020
Briefing session	NA
Last Date & Time of Submission of Bid	08 June 2020@ 11H00 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	08 June 2020@11H00
Bidding Document Cost	No cost
Bidding Documents Obtainable From	Bidders are requested to download the bid documents from Interfront's website at: http://www.interfront.co.za/procurement.html
Bid Submission Address	Bid documents must be deposited into the Tender Box at: St Andrews building Somerset Links Office Park, De Beers Avenue, Somerset West. Please contact the person mentioned below for submissions during lockdown to confirm availability of Officials at the Interfront offices. The bid box will only be available from: Mondays to Fridays 08H00 to 17H00
Contact Details (for enquiries only)	Nondyebo Sibindlana Tel no: 021 840 3400 Fax no: 021 840 3401 E-Mail: procurement@interfront.co.za



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1. PART 1 – INTRODUCTION

1.1 Introduction

Interfront is a wholly owned subsidiary of SARS. However, Interfront’s business operations function independently through its own Board of Directors and it strives to be a fully sustainable, eco-friendly body. Interfront is developing customs and border management information technology (IT) solutions for SARS and support the systems it has in operation with clients.

This request for tender (RFT-7-2019/20) is an invitation by International Frontier Technologies SOC Ltd (hereinafter referred to as “Interfront”) to prospective Service Providers to submit tenders as further described in the bid documents and annexures hereto.

1.2 Purpose of this Request for Tender

The purpose of this request for tender RFT-7-2019/20 Panel of Recruitment Service Providers (hereinafter referred to as “Deliverables”), is to solicit bids for the appointment of a panel of service providers to assist in sourcing critical and scarce skills like but not limited to java developers, technical and non-technical line managers, test analysts, business analysts, devops support engineers and other specialist roles “as and when” required.

This Request for Tender (RFT) does not constitute an offer to do business with Interfront, but merely serves as an invitation to potential service providers to facilitate a requirements-based decision process.

1.3 Duration of appointment

The successful bidders will be appointed for a period of three (3) 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 Nondyebo Sibindlana, 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 a disqualification of a tender submitted in response to this RFT.

Table 1

Enquiries	
Contact Person:	Nondyebo Sibindlana
Tel no:	021 840 3400
email address:	procurement@interfront.co.za
Closing date for enquiries:	28 May 2020

2. PART 2 – CONDITIONS OF CONTRACT

2.1 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 <http://www.treasury.gov.za/>

2.2 Special Conditions of Contract

2.2.1 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 SARS tax pin for Interfront to validate the bidders' tax compliance status on SARS 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. During the course of the contract, tax compliance will be monitored and payment may be delayed if a bidder's tax affairs are not in order until such time as it is corrected.

2.2.2 Interfront reserves the right to

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.

2.3 Interfront reserves the right in its sole discretion to:

- a) withdraw, suspend or cancel this RFT at any time, without providing reasons;
- b) not provide reasons for its rejection or the failure of any bidder or bid;
- c) change any condition, procedure or rule of the RFT by notice to all bidders;
- d) 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;
- e) re-advertise for RFT responses;
- f) 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;
- g) 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.

- h) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price and Best and Final Offer (BAFO) throughout the lifecycle of the contract;

2.3.1 The following will lead to the immediate disqualification of a bidder

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

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

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

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

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.

2.3.2 The following bidders may be disqualified

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

Bidders who fail to provide written proof from the SARS that, that Bidder has no tax obligations;

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

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

Bidders who do not meet any of the mandatory requirements;

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

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.

2.4 Costs

All costs must be stipulated. No costs will be paid for if not stipulated in the tender.

2.5 Submission of tender documents

Tender documents must be in hardcopy, sealed and properly packaged with RFT-7-2019/20 Panel of Recruitment Providers on it. Each page of the tender documents must be initialled by the bidder.

Tender documents will only be considered if received by Interfront before the closing date and time, regardless of the method used to send or deliver such documents to Interfront. No electronic submission of tender documents is allowed. Late bids will not be accepted. Only originally signed tender documents will be accepted. No photocopies of signed documents will be allowed.

2.6 Central supplier database (CSD) registration

All bidders partaking in this tender must be registered on National Treasury's Central Supplier Database (CSD) at website <https://secure.csd.gov.za>

2.7 Checklist

Take note of Returnable Schedule 6 attached hereto.

2.8 Information to be provided by the bidder

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.

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

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

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

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

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

2.9 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.

2.10 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.

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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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 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.

2.17 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.

2.18 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.

3. PART 3 – EVALUATION

3.1 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 paragraph 3.2. Interfront reserves the right to employ subject matter experts to assist in performing such evaluations.

3.2 Evaluation criteria and methodology

Documents (mandatory and non-mandatory) will be evaluated according to the criteria specified in this RFT.

3.2.1 Pre-qualification

Only bidders who has a minimum level four (4) B-BBEE status level of contributor may submit tenders in response to this RFT as provided for in the Preferential Procurement Regulations, 2017.

3.2.2 Gate 1 - Pre-evaluation / Mandatory requirements

Interfront has defined minimum pre-qualification criteria that must be met by the bidder in order for Interfront to accept a RFT response for evaluation. In this regard a pre-evaluation verification will be carried out by Interfront in order to determine whether a tender complies with the provisions of Part 2 and Part 3 of this RFT.

Table 2

Pre-evaluation criteria / Mandatory documents	Tick
Bidder has a minimum level 4 B-BBEE status level of contributor?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Invitation to bid – SBD 1 document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Declaration of Interest – SBD 4 document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Preference points claim form in terms of the preferential procurement regulations 2017 – SBD 6.1 document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Declaration of Bidder’s past Supply Chain Management Practices – SBD 8 document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Certificate of Independent Bid Determination – SBD 9 document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Initialled General Conditions of Contract (GCC) document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Central Supplier Database (CSD) registration report with supplier CSD number included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Company bank stamped letter (not older than six (6) months) document included	Yes <input type="checkbox"/> No <input type="checkbox"/>
SARS Tax pin	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proof of registration with pre-employment verification agency like but not limited to MIE, LexisNexis to confirm ID validation, criminal check, qualification check and any other checks	Yes <input type="checkbox"/> No <input type="checkbox"/>
Non-compliance to the above mentioned documents will disqualify the bid.	

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:

- 3.2.2.1 entirely reject the tender in question and not to evaluate it at all;
- 3.2.2.2 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;
- 3.2.2.3 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
- 3.2.2.4 in any event permit the tender to be evaluated.

3.2.3 Gate 2 – Functionality evaluation

Only bidders who submitted all the mandatory documents as listed in Gate 1 will be evaluated in Gate 2. Bidders must score a minimum of 70 out of 100 during the functionality evaluation. The points scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. The total score will be converted to a percentage and only bidders who have met or exceeded the minimum threshold of 70% for functionality will be considered. A bidder who scores **LESS than 70%** will be regarded as submitting a non-responsive bid and shall be not be evaluated further.

All bidders who score 70% or more for functionality will be evaluated further on points for price and B-BBEE in terms of the 80/20 preference point system.

The applicable values that will be used when scoring each criteria ranges from:

0 = no response, 1 = poor response, 2 = average, 3 = good, 4 = very good, 5 = excellent

The bidder’s quotation must be included and must meet the required specifications on page 17 to 20 in full in order to proceed to price and BEE evaluation.

Table 3

Criteria	Requirement and Evaluation	Weighting
1. Capacity, Capability and Company Experience	Submit proof of placements made in last two years i.e. sourcing critical and scarce IT skills, such as Java developers by means of Reference Letters which must be dated, signed and on a client’s letterhead with the client contact information. <i>Less than 5 Number of placements based on the reference letters submitted = 0 Points</i> <i>5 to 9 Number of placements based on the reference letters submitted = 3 Points</i> <i>10 or more Number of placements based on the reference letters submitted = 5 Points</i>	50%
	Proof of registration with pre-employment verification agencies for example but not limited to MIE, LexisNexis to confirm ID validation, criminal check, qualification check and any other checks required for the position. <i>No proof of registration submitted =0 points</i> <i>Proof of registration submitted=5 points</i>	20%
	The bidder must provide a company profile No company profile =0 points Company profile submitted =5 points	5%
2. Implementation plan	Provide implementation plan to be followed in the performance of the recruitment services, the plan should encompass the following: <ul style="list-style-type: none"> • Dedicated consultant that will be responsible for all requests from Interfront (one point of entry) • A specific email address to be utilised to channel all requests for the advertising of positions; • Personally interview candidates and recommend preferred candidates for each advertised position • Compile a comprehensive Curriculum Vitae (CV) of the referred candidates on the bidder’s letterhead including personal information, summary of the candidate’s work experience, employment summary, skills matrix and work experience. See annexure 7 for detailed information. • Conduct a personal credentials verification (ID validation, criminal check, qualification check and any other checks required for the position) and two work reference checks from previous employers prior to referring the candidate to Interfront. • Provide Interfront with the successful candidate’s contact details’. • Advise unsuccessful applicants of the outcome of their applications timeously. <i>Implementation plan not submitted = 0 Points</i> <i>Implementation plan submitted encompass all the requirements = 5 Points</i>	25%
Total score		100%

3.2.4 Gate 3 – Price and BEE Evaluation

Stage 1 – Price Evaluation (80 points):

Price will be evaluated out of 80 points. Bidders should complete Annexure 8 for price proposal. Non adherence and non-submission of Annexure 8 will render the bidders proposal as non-responsive.

- Bidders will score 70 points for accepting Interfront’s proposed percentage placement fee per Grade;
- Bidders will further be evaluated up to a maximum of 10 points for a proposal that varies from the Interfront proposed percentage placement fee.
- E.g. propose an improved competitive percentage will result in an additional point of up to a maximum of 10 points.
- E.g. propose a higher percentage than the Interfront proposed percentage placement fee will result in a reduction of points.
- Successful bidders will be categorised into three categories or tiers.
- E.g. Tier 1 will be those bidders who have proposed an improved competitive percentage fee.
- E.g. Tier 2 will be those bidders who have accepted the Interfront proposed percentage placement fee.
- E.g. Tier 3 will be those bidders who have proposed a higher percentage than the Interfront proposed percentage placement fee.
- Bidders are advised to take note of section 2.3 (h)

Stage 2 – BEE Evaluation (20 points):

A duly completed Preference Point Claim Form: Standard Bidding Document (Annexure 4 - SBD 6.1), including paragraph 8 thereof relating to the sub-contracting of the services, and a B-BBEE certificate will be awarded the 20 points.

Bidder(s) who do not claim Preference Points will be scored zero for B-BBEE, but will not be excluded from the tender process. Bidders, who do not fill SBD 6.1 in its entirety, will **not** be awarded points for B-BBEE

3.3 Process following evaluation

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

- 3.3.1.1 shortlist one or more bidder(s) for award;
- 3.3.1.2 undertake a Best and Final Offer (BAFO) process;
- 3.3.1.3 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
- 3.3.1.4 Take any other action it deems appropriate.

- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 Interfront will be under no obligation to select the bidder with the highest number of points.
- 3.3.5 Upon an award, the successful bidder will be required to enter into the agreement with Interfront. In this regard:
 - 3.3.5.1 Interfront may require the bidder to enter into an interim agreement under which the transition services would commence;
 - 3.3.5.2 Interfront may enter into negotiations with the bidder with a view to concluding the agreement;
 - 3.3.5.3 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.

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-7-2019/20	CLOSING DATE:	08 June 2020	CLOSING TIME:	11H00
DESCRIPTION	PANEL OF RECRUITMENT SERVICE PROVIDERS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
St Andrews 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	Nondyebo Sibindlana				
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:		O R	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES	<input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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.”</p>

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:

TERMS OF REFERENCE – ANNEXURE 2**1. Scope of work**

Interfront seeks to appoint a panel of recruitment service providers that are capable to provide recruitment services to assist in sourcing critical and scarce skills, like but not limited to java developer vacancies, technical and non-technical line managers, test analyst, business analyst, devops support engineers and other specialist roles.

The service providers will be appointed for a period of three (3) years and will be utilised on an as and when required basis. Attached in this document is detailed information on placement fee, see annexure 8.

2. Terms of reference

The successful bidders must-

- Dedicate a consultant that will be responsible for all requests from Interfront (one point of entry);
- Provide a specialized email address to be utilised to channel all requests for the advertising of position
- Personally interview candidates and recommend preferred candidates for each advertised position;
- Compile a comprehensive Curriculum Vitae (CV) of the referred candidates in the bidder's letterhead including personal information, summary of the candidate's work experience, employment summary, skill matrix and work experience. See annexure 6 for detailed information.
- Conduct a personal credentials verification (ID validation, criminal check, qualification check and any other checks required for the position) and two work reference checks from previous employers prior to referring the candidate to Interfront. Bidders must attach evidence of the personal credentials verification conducted as well as the consent of the candidate to undergo the verification process.
- Provide Interfront with the successful candidate's contact details
- Advise unsuccessful applicants of the outcome of their applications timeously;
- Submit all invoices with a Purchase Order ("PO") number to the Finance department. Interfront procurement will provide the PO number. Invoices should include all relevant information and must be sent to the Finance department.
- Demonstrate support of objectives of Interfront.
- Not send unsolicited CV's to Interfront, such CVs will be destroyed without any consultation with the bidder
- Not publish Interfront remuneration packages when advertising positions
- Not disclose or commit a specific salary to candidates;
- Not "poach" or solicit any Interfront employees; and

- Work with the recruitment partner and not directly with any Interfront line manager. Where more than one (1) approved bidder submits an application for the same candidate and position, the bidder who submitted the CV first via the prescribed process, will be considered as the preferred bidder for the particular candidate
- Where the bidder (s) submits a candidate who has previously submitted his/her application to Interfront privately for the same position, the CV will not be considered as submitted by the bidder.
- In the event that Interfront stops a recruitment process for whatever reason and subsequently re-advertises the same position within twelve months of stopping the aforementioned recruitment process and thereafter appoints a candidate initially referred to Interfront through the former recruitment process, then the bidder shall be entitled to a placement fee (commission) in respect such appointment

RETURNABLE SCHEDULE 2 - ANNEXURE 3 – SBD4

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number :

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

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

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

2.7 Are you or any person connected with the bidder **YES / NO**

2.7.1 presently employed by the state?

If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
 of the company have any interest in any other related companies
 whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

3. DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

RETURNABLE SCHEDULE 3 - ANNEXURE 4 – SBD 6.1

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) ~~Either the 80/20 or 90/10~~ preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution

are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1)** B-BBEE Status level certificate issued by an authorized body or person;
 - 2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3)** Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of

- having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

RETURNABLE SCHEDULE 4 - ANNEXURE 5 – SBD8

SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If YES , furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If YES furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If YES , furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If YES , furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RETURNABLE SCHEDULE 5 - ANNEXURE 6 – SBD9

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

RFT-7-2019/20 Panel of Recruitment Services Providers

(Bid Number and Description)

in response to the invitation for the bid made by:

Interfront

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation);
 - c. methods, factors or formulas used to calculate prices;

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

REFERRED CANDIDATE’S INFORMATION - ANNEXURE 7

Personal information:

- Name & Surname
- ID
- EE status/Gender
- Nationality
- Qualification
- Notice period

Summary:

- Summary of the candidate’s work experience that matches our job spec after the agency interviewed the candidate.

Employment summary

- The most current position listed first (company name, position, accurate dates in role or at company) and then the balance of the employment.

Work experience

- A detailed list of duties and responsibilities as per the employment summary provided.

Skills Matrix Ranking		
Score	Skills Level	Description
1	None	Has no experience or knowledge.
2	Basic/limited experience	Limited in ability or knowledge, will need significant assistance to perform task.
3	Solid experience	Able to perform tasks, will need assistance from time to time.
4	Proficient	Able to work independently with little assistance, capable and experienced.
5	Expert	Seen as a Subject Matter Expert and are fully capable and experienced, needs no assistance and has the ability to lead and train others.

Tools used	Skills level	Experience in years	When tools were last used
Java			
Spring (Batch, JPA, Security)			
WAS (WebSphere Application Server)			
Jenkins			
Maven			
SQL			
HTML5			
CSS			
JSON			
REST			
Micro services			

RETURNABLE SCHEDULE 6 - PLACEMENT FEE SCHEDULE – ANNEXURE 8

Bidders are required to carefully read the notes below prior to completing Annexure 8 – Placement Fee.

Notes:

1. The fee payable to the bidder for permanent employment will be calculated as a percentage of an annual Guaranteed Total Package (GTP). The bidder will not bill Interfront on any bonuses, including service bonus.
2. The fee payable to the bidder for the non-permanent employment will be calculated as percentage prorated annual Guaranteed Total Package
3. All percentage placement fees are exclusive of VAT

GTP range	Interfront proposed % fee	Bidders proposed % fee
Greater than R450,000	16%	
From R200,000 to R450,000	14%	
Less than R200,000	12%	

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

RECRUITMENT AGENCY AGREEMENT

entered into between

INTERNATIONAL FRONTIER TECHNOLOGIES SOC LTD

Registration number: 2009/007987/30

("the Client")

and

RECRUITMENT AGENCY

("the Service Provider")

Registration number: 0000/000000/00

This document replaces all previous agreement/s between the Client and the Service Provider subject only to the General Conditions of Contract as published by 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 the Client and the 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.

Prior to the conclusion of the Agreement as between the Client and the Service Provider, the Service Provider must register as a supplier on National Treasury Central Supplier Database for government at www.csd.gov.za and their supplier code must be supplied to the Client.

A. Obligations / Responsibilities of the Service Provider

1. BEE compliance

1.1 The Service Provider must adhere to the Client's BEE requirements as amended from time to time and complete any other relevant documentation as required by the Client.

1.2 The Client may review the Service Provider's BEE status on a regular basis and will rely on the Service Provider's assistance in this regard.

2 Tax Clearance Certificate

2.1 The Service Provider will furnish the Client with an up to date tax clearance certificate upon request.

2.2 The Client may review the Service Provider's tax clearance certificates on a regular basis. It is the responsibility of the Service Provider to provide the Client with its valid tax clearance certificate.

3. Turnaround Times

3.1 It is the Service Provider's responsibility to ensure:

3.1.1 compliance with the Client's turn-around times / deadline when submitting a candidate's Curriculum Vitae (CV) or supplementary information as requested by the Client;

3.1.2 that it submits the candidate's details as specified in clause 5 below before or on the specified closing date.

3.2 Late applications will only be considered by the Client if the Service Provider made prior arrangements with regards thereto.

4. Submission of Candidates

- 4.1 Upon receiving a mandate from the Client, the Service Provider may submit applications on behalf of suitable candidates.
- 4.2 The Service Provider must provide the Client with a written and dated personal screening interview and/or assessment together with the candidate/s application/s before the deadline as contained in the Client's mandate.
- 4.3 The Service Provider must ensure that the Client's job specifications as contained in the mandate are discussed with the candidate/s and obtain the candidate/s written consent to submit an application on his/her behalf to the Client.
- 4.4 In the event of more than one Service Provider submitting an application on behalf of the same candidate, then and in such event the Service Provider who submitted the application first and complied with all the provisions as contained herein will be recognised by the Client as the candidate's representative.
- 4.5 The applicant must have submitted his or her CV to the Service Provider within a period of not more than twelve months prior to the Service Provider submitting the CV to the Client for consideration.
- 4.6 A candidate would be deemed to be a private applicant if:
- 4.6.1 he/she submitted an application in his/her personal capacity and a subsequent application is made by the Service Provider on behalf of the same candidate;
 - 4.6.2 an application submitted by the Service Provider on behalf of a candidate is unsuccessful and the candidate re-applies for a vacancy at the Client after the expiration of a period of 12 (twelve) months;

4.6.3 the Client will therefore not incur any liability towards the Service Provider if the applicant as set out in clauses 4.5.1 and 4.5.2 is successful and is subsequently appointed by the Client.

5. Candidate Information

5.1 The Service Provider must supply the Client with all the information requested by the Client in respect of any potential candidate.

5.2 The Service Provider further undertook to ensure it complies with and co-operate with the Client, upon reasonable notice from the Client, with any enhancements or improvements of any processes or systems used by the Client in acquiring staff.

5.3 When submitting a candidate's CV, the Service Provider must at a minimum provide the Client with the following information:

The candidates:

5.3.1 full names, surname, identity number and nationality;

5.3.2 employment equity status (race and gender);

5.3.3 academic information – full details of the candidate's qualifications, type of qualification, year in which qualification was obtained and the institution where it was obtained;

5.3.4 training – full details of any training/skills which the candidate has acquired during his/her career;

5.3.5 skills matrix

5.3.6 employment history – full details of the candidates employment history, job title, duration of employment, duties and responsibilities, reason for leaving or wanting to leave;

- 5.3.7 package details – an indication of the candidate’s current salary package and salary expectations;
- 5.3.8 an explanation for any gaps in the candidates employment history, if any;
- 5.3.9 if the candidate is shortlisted the Client would requests the Service Provider to provide it with two reference check reports with regards to such shortlisted candidate;
- 5.3.10 If the candidate is offered a position the Service Provider will provide the Client with all the documentation as requested by the Client, in such format as directed by the Client.

6. Guarantee Period

- 6.1 Permanent placements will be guaranteed by the Service Provider for a continuous period of 6 (six) months from the date of appointment of the candidate.
- 6.2 If the candidate is offered a temporary placement by the Client with a view of permanent employment whether in the same or different position the 3 (three) month guarantee period will commence from the date of appointment of the candidate in the temporary position.
- 6.3 If a candidate leaves the Client’s employment, whether voluntarily or as a result of a disciplinary enquiry and his/her subsequent dismissal by the Client , before the expiration of the guarantee period as aforesaid the Service Provider will be afforded a period of 6 (six) weeks to find a suitable replacement, acceptable to the Client.
- 6.4 In the event of the Service Provider being unable and/or unwilling to find a suitable candidate as set out in clause 6.3 above, then and in such event the Client shall be entitled to refund the placement fees paid to the Service Provider by the Client.

6.5 If a candidate who has been offered and accepted a temporary placement leaves the Client's employment prior to the expiration of the term for which he / she has been employed, the Client's obligation to pay the placement fee will cease and no placement fee will be due and payable by the Client at the end of uncompleted work month or for the remainder of the contract period.

B. Obligations / Responsibilities of the Client

7. Appointment

7.1 The Client hereby appoints the Service Provider, on a non-exclusive basis, to provide the services and the Service Provider hereby accepts the appointment.

7.2 This agreement will not be construed as:

7.2.1 an employer/employee, joint venture or partnership arrangements between the parties,

7.2.2 authorising either party to incur any liability whatsoever on behalf of the other,

7.2.3 authorising either party to make any commitments on behalf of the other;

7.2.3 restricting the Service Provider from conducting business with other clients;
or

7.2.4 restricting the Client from dealing with other Service Providers who provides the same or similar services than that of the Service Provider, whether concurrently with the current Service Provider or anytime thereafter.

7.3 This Agreement contains the general conditions of services by and between the Service Provider and the Client. The Client therefore does not incur any liability towards the Service Provider unless the Service Provider was successful in placing a candidate with the Client, subject to the terms and conditions as contained in this agreement.

8. Job Specification

8.1 The Client will publish and/or provide the Service Provider with:

8.1.1 the relevant job specifications;

8.1.2 the competencies required by the candidate to perform a particular job, and

8.1.3 any other relevant information.

8.2 If and when necessary, the Client may invite the Service Provider to a briefing session to discuss specific or complex requirements / competencies the Client may be looking for in a candidate.

9. Placement Fees

9.1 The placement fee is the fee payable by the Client to the Service Provider for services rendered by the Service Provider, which led to the Client offering and the candidate accepting temporary or permanent employment with the Client

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

9.2.1 16% of an annual CTC of R450 001+;

9.2.2 14% of an annual CTC in excess of R200 001 – R450 000; and

9.2.3 12% of an annual CTC of R200 000 and below.

9.3 The placement fee payable by the Client for a temporary placement will be 20% of such employee's monthly salary.

9.4 The fee as set out in clause 9.3 will only be due and payable to the Service Provider by the Client for a period of 12 (twelve) months or until termination of the temporary contract, whichever event occurs first.

9.5 If the Client offers a candidate, who has been temporarily placed with it, a permanent position, which the candidate accepts, prior to the expiration of the 12 (twelve) month period as set out in clause 9.4 above, the Service Provider shall be entitled to a placement fee calculated as follows:

9.5.1 the placement fee calculated in accordance with the sliding scale for permanent placement as set out in clause 9.2; *less*

9.5.2 all amounts already paid to the Service Provider in terms of clause 9.3 above.

9.6 The Parties hereto agree to review the placement fees as set out in this clause 9 at regular intervals as agreed to between the Parties from time to time. Any agreement reached by the Parties with regards to such placement fees shall be reduce to writing and signed by the Parties hereto.

9.7 The Service Provider shall submit an invoice for the payment of its placement fees to the Client on the day the candidate commence employment with the Client.

9.8 The invoice shall be payable by the Client no later than 30 (thirty) working days from the date of receipt of same.

10 Duration of the Agreement

10.1 This agreement will commence on the date of signature and will endure for a period of 3 (three) years, subject to the provisions of clause 10.2.

10.2 Notwithstanding, the provisions of clause 10.1 either Party may terminate this agreement by giving the other party 1 (one) month's written notice of its intention to do so.

10.3 The provisions of clause 11 shall continue to be of force and effect notwithstanding any termination of this Agreement for any reason whatsoever.

11. Confidentiality

11.1 The Parties undertake that during the operations of and after the expiration, termination or cancellation of this Agreement for any reason, they will keep confidential any information which a party (“Disclosing Party”) communicates to the other party (“Recipient”) and which is stated to be or by its nature is intended to be confidential.

11.2 If the Recipient is uncertain as to whether any information is to be treated as confidential in terms of this clause 11 it shall be obliged to treat it as such until written clearance is obtained from the Disclosing Party.

11.3 Each Party undertakes, subject to clause 11.4 and 11.5, not to disclose any information which is to be kept confidential in terms of this clause 11, nor to use such information for its own or anyone else’s benefit.

11.4 Notwithstanding, the provisions of clause 11.3, the Recipient shall, subject to the condition that it shall use all commercially reasonable efforts to ensure that the recipient of such information shall keep same confidential to at least the same extent as is provided for in this Agreement, be entitled to disclose any information to be kept confidential if and to the extent only that the disclosure is *bona fide* and necessary for the purposes of carrying out its duties in terms of this Agreement.

11.5 The obligation of confidentiality places on the Parties, in terms of this clause 11 shall cease to apply to the Recipient in respect of any information which-

11.5.1 is or become generally available to the public other than by the negligence or default of the Recipient or by the breach of this Agreement by the Recipient;

- 11.5.2 has lawfully become known by or come into the possession of the Recipient on a non-confidential basis from a source other than the Disclosing Party having the legal right to disclose same, provided that such knowledge or possession is evidenced by the written records of the Recipient existing at the signature date; or
 - 11.5.3 is disclosed pursuant to a requirement or request by operation of law, regulation or court order, to the extent of compliance with such requirements or request only and not for any other purpose;

provided that-
 - 11.5.4 the onus shall at all-time rest on the Recipient to establish that information falls within the exclusions set out in clause 11.5.1 to 11.5.3 above;
 - 11.5.5 information will not be deemed to be within the foregoing exclusions merely because such information is embraced by more general information in the public domain or in the Recipient's possession; and
 - 11.5.6 any combination of features will not be deemed to be within the foregoing exclusions merely because individual features are in the public domain or in the Recipient's possession, but only if the combination itself and its principle of operation are in the public domain or in the Recipient possession.
- 11.6 If the Recipient is required to disclose confidential information of the Disclosing Party as contemplated in clause 11.5.3 the Recipient will-
- 11.6.1 advise the Disclosing Party thereof in writing prior to disclosure;
 - 11.6.2 take such steps to limit the disclosure to the minimum extent required to satisfy such requirement and to the extent that it lawfully and reasonably can;

- 11.6.3 afford the Disclosing Party a reasonable opportunity to intervene in the proceedings;
- 11.6.4 comply with the Disclosing Party's reasonable requests as to the manner and terms of any such disclosure; and
- 11.6.5 contemporaneously notify the Disclosing Party of the recipient of and the form and extent of any such disclosure or announcement.

12. Breach of Agreement

12.1 If a Party ("Defaulting Party") commits any breach of this Agreement and fails to remedy such breach within 10 (ten) business days of written notice requiring the breach to be remedied, then the Party giving the notice ("Aggrieved Party") will be entitled, at its option:

- 12.1.1 to claim immediate specific performance of any of the Defaulting Party's obligations under this Agreement, with or without claiming damages, whether or not such obligation has fallen due for performance, or
- 12.1.2 to cancel this Agreement, with or without claiming damages, in which case notice of the cancellation shall be given to the Defaulting Party and the cancellation shall take effect on the giving of the notice.

12.2 The Aggrieved Party's remedies in terms of this clause 12 are without prejudice to any other remedies to which the Aggrieved Party may be entitled in law.

13. Notices and *Domicilia*

13.1 The Parties select as their respective *domicilia citandi et executandi* the physical addresses as set out below and for the purposes of giving or sending any notice provided for or required under this Agreement. A Party may change its *domicilium* or its address for the purposes of notice to any other physical address in the Republic of South Africa

or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

THE CLIENT

Interfront SOC Ltd
Gleneagles Building
Somerset Links Office Park
Somerset West, 7130
Tel: 021 840 3400
Marked for the attention of:
The HR Department

THE SERVICE PROVIDER

Recruitment agency:
Address:

Tel:
Marked for the attention of:
Recruitment agent

13.2 All notices to be given in terms of this Agreement will be given in writing, in English, and will:

13.2.1 be delivered by hand; and

13.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

13.3 Notwithstanding the above, any notice given in writing in English and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

13.4 The Parties record that whilst they may correspond via email during the currency of this Agreement for operational reasons, no formal notice required in terms of this Agreement, nor any amendment of or variation to this Agreement may be given or concluded via email.

14. Applicable Law and Jurisdiction

14.1 This Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

14.2 The Client shall have the right to institute legal proceedings against the Service Provider in any Magistrate's Court having jurisdiction in terms of the Magistrates' Court Act, No 32 of 1944, as amended, notwithstanding that the amount claimed in such proceedings would otherwise exceed the monetary jurisdiction of the said Court.

14.3 To the extent as may be necessary the Service Provider hereby consents and submits to the jurisdiction of the said court.

15. General

15.1 This Agreement constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on either of the Parties.

15.2 No addition, variation, deletion or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

15.3 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. Failure or delay on the part of either Party in exercising any right, power or privilege hereunder will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 15.4 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such enforceability at the time of execution thereof.
- 15.5 Neither this Agreement nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, delegated or assigned by either Party without the prior written consent of the other Party, save as otherwise provided herein.
- 16. Declaration in terms of the Protection of Personal Information Act (PoPI Act)**
- 16.1 Personal Information shall have the meaning defined in the PoPI Act and shall specifically refer to all personal information forwarded to the Client by yourselves.
- 16.2 According to PoPI Act terminology, the Client acts as the Operator and you as the Service Provider as the Responsible Party.
- 16.3 The Client as the Operator undertakes to treat personal data as confidential information and shall only process personal information with the knowledge and authorisation of the data subject.
- 16.4 The Service Provider is solely responsible for disclosing to the Data Subject (applicant) that the Client will be receiving and processing their personal data, as well as the purpose of such processing.
- 16.5 The Service Provider affirms that it is and will continue to comply with all applicable laws governing the privacy, use and protection of personal data supplied to the Client.

- 16.6 The Service Provider affirms that it obtained all necessary rights and consent under applicable laws to disclose to, or allow the Client to collect, use, retain and disclose any Personal Data that you provided to the Client or authorised the Client to collect.
- 16.7 The Client affirms that it has implemented security and privacy concepts into the day-to-day operations of our business to keep personal information secure and to protect it against unauthorised or unlawful processing, accidental loss and unauthorised access.
- 16.8 The Client shall take commercially reasonable steps to prevent any unauthorised person from accessing the facilities for the processing of the Data Subject' s Personal Information and to prevent any unauthorised amendment or deletion of the recorded data.
- 16.9 If the Client becomes aware of an unauthorised acquisition, disclosure or loss of the Data Subject's Personal Information, the Client will notify the Supplier, providing you with sufficient information regarding the unauthorised acquisition, disclosure or loss to assist in mitigating any negative impact on the Data Subject.

17. Signature

Signed on behalf of the Parties, each signatory hereto warranting that he/she has due authority to do so.

SIGNED at _____ on _____ 20____

For and on behalf of:

INTERNATIONAL FRONTIER TECHNOLOGIES SOC LTD

Managing Director

SIGNED at _____ on _____ 20__

For and on behalf of the Service Provider:

Full registered name of Service Provider

SIGNATURE

NAME OF SIGNATORY

DESIGNATION OF SIGNATORY

RETURNABLE SCHEDULE 6 - ANNEXURE 9- Checklist:

<u>Documents to include in your tender pack / Action taken</u>	<u>Tick if you have included/actioned</u>
Invitation to bid (SBD 1)	<input type="checkbox"/>
SARS Tax pin	<input type="checkbox"/>
Bidder has a minimum level 4 B-BBEE status level of contributor	<input type="checkbox"/>
BEE certificate / Sworn Affidavit	<input type="checkbox"/>
Declaration of Interest (SBD4)	<input type="checkbox"/>
Preference points claim form in terms of the preferential procurement regulation 2017	<input type="checkbox"/>
Declaration of past supply chain management practices (SBD 8)	<input type="checkbox"/>
Certificate of independent bid determination (SBD 9)	<input type="checkbox"/>
Relevant contactable references (with email addresses and contact numbers)	<input type="checkbox"/>
Company profile of the recruitment service provider	<input type="checkbox"/>
Placement fee	<input type="checkbox"/>
SLA	<input type="checkbox"/>
Proof of registration with pre-employment verification agencies for example but not limited to MIE, LexisNexis to confirm ID validation, criminal check, qualification checks and any other checks	<input type="checkbox"/>
Company stamped bank letter (not older than six months)	<input type="checkbox"/>
Print General Conditions of Contract, initial each page and include in this pack http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/default.aspx	<input type="checkbox"/>
All pages of the Tender pack has been initialled	<input type="checkbox"/>