

**PART A
INVITATION TO BID**

16					
BID NUMBER:	NT005-2024	CLOSING DATE:	23/04/2024	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION AND IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT FRAMEWORK FOR INFRASTRUCTURE DELIVERY AND PROCUREMENT MANAGEMENT FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
NATIONAL TREASURY					
TENDER INFORMATION CENTRE (TIC)					
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
240 Madiba Street, Pretoria, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	NTAdministrativeTenders@Treasury.gov.za		E-MAIL ADDRESS	NTAdministrativeTenders@Treasury.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:



national treasury

Department:
National Treasury
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

NT005-2024

APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION AND IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT FRAMEWORK FOR INFRASTRUCTURE DELIVERY AND PROCUREMENT MANAGEMENT FOR A PERIOD OF THREE YEARS

CLOSING DATE: 23 APRIL 2024 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

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APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT
INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY
WITH THE IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT INFRASTRUCTURE DELIVERY
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1 BACKGROUND

- 1.1** The Local Government Infrastructure Unit requires additional capacity to fully undertake its legislated mandates on local government infrastructure delivery monitoring, oversight, and reporting function.
- 1.2** The National Treasury issued MFMA circular 77 which introduced the Standard for Infrastructure Procurement and Delivery Management (SIPDM), this meant that municipalities were required to rethink and apply a differentiated approach in how they procured and delivered infrastructure projects. However, municipalities and institutions highlighted institutional challenges in implementing the SIPDM, this resulted in the repeal of MFMA circular 77 and was later replaced with MFMA circular 106 on Local Government Framework for Infrastructure Delivery and Procurement Management (LG FIDPM) issued on 1 October 2020 for implementation on 1 July 2021. The LGFIDPM introduces minimum requirements for effective governance of infrastructure delivery and procurement management that focuses on the eight procurement gates and seven project stage deliverables. There is a need to embed the LG FIDPM within the operations of 257 municipalities (8 Metros, 44 Districts and 205 local municipalities).

2 THE LANDSCAPE OF INITIATIVES OR PROJECTS WITHIN THE UNIT

- 2.1** Currently, the Unit is engaged in several initiatives or projects that effect implementation of the LG FIDPM. Those are the following:

- 2.1.1 Long Term Financial Plans which seek to introduce and sustain the practice of adopting a longer-term view at infrastructure projects planning and identification and securing of require funding streams for such projects.
- 2.1.2 Local Government Infrastructure Reporting Model which is currently being designed to be the single point of for local government infrastructure reporting based on the LG IDMS Toolkit.
- 2.1.3 Testing of the Local Government Infrastructure Delivery Management System Toolkit System which seeks to standardise local government infrastructure delivery processes.
- 2.1.4 Development and roll out of the Human Resources Framework for the Effective Implementation of the Local Government Infrastructure Delivery Management System Toolkit. This initiative which is a joint initiative with the department of Cooperative Governance seeks to provide for suitable organizational structure for infrastructure units within the preselected municipalities.
- 2.1.5 The unit also participates in the processes called Mid-Year Budget Implementation and Performance Assessment as well as in the Municipal Benchmarking exercises for the 17 non delegated municipalities. These are legislated processes that the National Treasury undertakes once a year and results into individual reports for each of the 17 non delegated municipalities and eventually a consolidated report into the National Treasury Management and Reporting system.
- 2.1.6 Cities infrastructure Delivery and Management System through the Cities Support Programme an infrastructure delivery and management toolkit has been developed and implemented in all 8 metropolitan municipalities.

3 PROJECT OBJECTIVE

- 3.1 The objective of this project is to contribute towards a creation of a sustainable process through which the implementation oversight role of the unit may be executed and sustained. The sustainability of this objective may be realized

through the Service Provider's contribution towards building both institutional capacity as well as the individuals' capabilities within and amongst officials in the Unit.

4 PROJECT BRIEF

- 4.1** The objective is to support and assist the Local Government Infrastructure Unit in the implementation and oversight of Circular 106 the Local Government Framework for Infrastructure Delivery and Procurement Management in 257 municipalities (8 Metros, 44 Districts and 205 local municipalities).

5 SCOPE OF WORK

- 5.1** The scope of work is as follows:
- 5.1.1 Provide support in the implementation of best practices in infrastructure procurement and infrastructure delivery management for effective infrastructure.
 - 5.1.2 delivery to support the implementation of the LG FIDPM and as it relates to the LG-IDMS Toolkit.
 - 5.1.3 Provide support and training or knowledge transfer to the identified internal and external stakeholders on implementing and oversight of LG FIDPM.
 - 5.1.4 Provision of advice and support to the Chief Directorate: PLGI with regards to infrastructure procurement and delivery.
 - 5.1.5 Document and record the lessons learnt in the institutionalisation on the LG FIDPM through sampling and analysing reported information and informing the project manager of any changes.

6 DELIVERABLES

- 6.1** An inception report to be submitted within 22 working days from the issuance of the letter on appointment and or the contract.

6.1.1 The Individual (service provider) will be required to provide:

- 6.1.1.1 Guidance and assistance to the 257 South African municipalities and 9 Provincial Treasuries towards the fulfilment of MFMA circular 106 requirements on infrastructure procurement and delivery.
- 6.1.1.2 Assistance to the Local Government Infrastructure Unit with the verification of circular 106 implementation in 257 local municipalities.
- 6.1.1.3 Development of guiding documents and or templates to assist / support municipalities to implement circular 106.
- 6.1.1.4 Provide inputs into the development and review of the CIDMS as it concerns the LG FIDPM.
- 6.1.1.5 Capacitation of the municipal finance, supply chain and technical departments in understanding and knowledge of the LG-FIDPM and how it relates to the LG IDMS Toolkit and its application.
- 6.1.1.6 Training and guidance on the LG FIDPM implementation.

6.2 Institutionalisation

- 6.2.1.1 Assist in building the capacity of the Unit by rendering on-the-job training on identified areas of work.
- 6.2.1.2 Engagement plan with relevant and affected role players in the coordination of the implementation of these ToRs.
- 6.2.1.3 Assist the Unit with knowledge management as it relates to:
 - 6.2.1.3.1 organizing and running knowledge-sharing sessions within the unit and across identified stakeholders as it relates to LG FIDPM.

6.3 The Service provider must produce the following outputs:

- 6.3.1.1 An inception report is to be produced within 22 days from the date of the issuance of the letter of appointment.
- 6.3.1.2 A detailed work plan that translates the ToRs into implementation against timeframes, clearly articulated in the context of an acceptable project or programme management framework.
- 6.3.1.3 Monthly, quarterly, and annual progress reports.
- 6.3.1.4 Identify and address any LG FIPDM and LG IDMS training gaps through appropriate training methods as endorsed in the context of the IDMSBoK.
- 6.3.1.5 Document lessons learned on the implementation of the LG FIDPM.
- 6.3.1.6 Close Out Report with recommendations to be submitted thirty days before the last day of the contract period.

7 ROLES, RESPONSIBILITIES AND ACCOUNTABILITY

- 7.1 The Service Provider is accountable to the Director: Local Government Infrastructure. The Director is also the final signatory on all the deliverables by the Service Provider and must introduce the Service Provider to the working protocol in the national treasury particularly within the Chief Directorate: Provincial and Local Government Infrastructure.
- 7.2 Timesheets, claims for disbursements and professional fees must be submitted to the Programme Support Office for validation before they are, together with a monthly report submitted through to the Director for approval. All claims that are properly submitted and meets all the requirements, shall be, unless explained differently, shall be processed and paid out within 30 calendar days from the date of receipt.
- 7.3 The Service Provider is responsible managing the contractual time to avoid burnouts and running out of time whilst the contract is still in force. The Service Provider is also responsible for timeous submission of all relevant document as stated here-above.

- 7.4** The Service Provider together with the Director (and or his nominee) will agree on the most possible standards in terms of the turnaround times, quality of work, reporting requirements and thereby binding themselves to that level of service.

8 PERFORMANCE MANAGEMENT

- 8.1** The contribution and overall performance of the Service Provider shall be determined or measured through continuous quarterly performance reviews or assessments of both the service provider and the assigned government official/s (individually or collectively or both)
- 8.2** The performance reviews or assessments indicators shall be derived from the monthly and quarterly targets that would have been agreed upon as part of signing off on the Annual Workplan.
- 8.3** Whilst endeavours shall be undertaken to manage poor performance on the part of the Service Provider; continuous (occurring more than twice) under performance will result into the termination of the contract, similarly continuous underperformance of the assigned official/s will trigger a due performance management process on the part of the relevant official or officials.
- 8.4** In the implementation of the Annual Workplan or these terms of reference, the Service Provider will be expected to work directly with the nominated individual/s within the Chief Directorate.
- 8.5** The Service Provider will also be expected to work directly with other Service Providers in the Municipalities as per the scope of work above.

9 QUALIFICATION

- 9.1** The resource should be in possession of at least an NQF level 7 tertiary qualification in one of the following of the areas; supply chain management, civil engineering, quantity surveying, architecture, construction management, town and regional planning, project management and programme management.

10 EXPERIENCE

10.1 The service provider must have a minimum of four years proven experience in the following:

10.1.1 Infrastructure procurement management in local government (including financial and non-financial aspect of local government infrastructure procurement)

10.1.2 Establishing or setting up and implementing supply chain management or procurement support in local government.

10.1.3 Establishing or setting up and implementation of infrastructure delivery support in government.

11 SKILLS AND KNOWLEDGE

11.1 The service provider must have proven skills and knowledge in the following:

11.1.1 Report writing, communication and presentation skills.

11.1.2 Stakeholder identification and management skills.

11.1.3 Knowledge and application of municipal supply chain management regulations and legislation.

11.1.4 Knowledge management.

11.1.5 Knowledge and application of municipal legislation

12 COMPETENCIES AND OR ABILITIES

12.1 The service provider must be able to demonstrate the following competencies within the first 6 months after the assumption of duties:

12.1.1 Ability to relay or communicate complex technical concepts clearly and without losing the audience.

12.1.2 Ability to work into and with the other team players and collaborate with diverse stakeholders.

12.1.3 Ability to anticipate and timeously give advice and or warning as the situation may require.

12.1.4 Ability to solve problems.

13 PLACE OF WORK

13.1 The place of work for the duration of the execution of these terms of reference shall be 40 Church Square or any other place that would be deemed as the place of work by the contract holder.

13.2 The Service Provider will only be reimbursed for official trips from the nominated place of work to and from the point of rendering services with an exception where it is logical to travel straight from home to the place of rendering services. Such trips shall be supported by an invitation and proof of attendance at the place of rendering services.

14 REPORTING

14.1 Reporting shall include verbal and written information on key observations, investigated and work undertaken. The director may decide that the Service Provider converts verbal reports into written reports in some instances.

14.2 The Service Provider will report to the Director Local government Infrastructure unless otherwise told differently.

15 SUBMISSION OF TECHNICAL REQUIREMENT

15.1 The Service Provider must make a responsive submission containing a technical proposal that responds to the terms of reference. A brief narrative profile of the

potential bidder must be submitted in the prescribed format in (**Annexure B**) as part of the bid documentation and attached supporting documentation.

15.2 A responsive proposal will be determined based on the proposal's:

15.2.1 demonstration of the service provider's ability and his / her understanding of these terms of reference.

15.2.2 the relevance of the proposed methodology and approach on how the Service Provider is going to execute the scope of work and

15.2.3 how the service provider will deliver and contribute to improving the objective of these terms of reference.

15.3 One CV as per the attached **Annexure A**.

16 RISKS

16.1 The following are perceived risks to which the service provider may add and further propose mitigation actions:

16.1.1 Poor outcome(s) due to general lack of co-operation by participants

16.1.2 Remote working

17 ASSUMPTIONS

17.1 The success of the envisaged services depends on the following assumptions to which the service provider may also add.

17.1.1 Good client service provider relationship.

17.1.2 Ability of the service provider to deliver on the terms of reference.

17.1.3 The client will be supportive of the service provider.

18 BID EVALUATION PROCESS

18.1 Bid Evaluation Stages

18.1.1 The bid evaluation process consists of four stages, a bidder must qualify for each stage to be eligible to proceed to the next stage of the evaluation. The stages are:

Table 1: Bid Evaluation Stages

Stage	Description
Stage 1	Administrative Requirements Evaluation
Stage 2	Functionality/Technical Evaluation
Stage 3	Interview
Stage 4	Preference Points System (Price and Specific Goals) Evaluation

18.2 STAGE 1: ADMINISTRATIVE REQUIREMENTS

18.2.1 Mandatory Requirements Evaluation

18.2.1.1 An administrative evaluation will be carried out on all the bids received and if the under-mentioned documentation is not fully completed, signed, and/or attached such a bid will be eliminated and not considered for any further evaluation.

18.2.1.2 The CV of the individual must be submitted in the prescribed format as in **(ANNEXURE A)**. The evaluation criteria is described under table 2. company that submits more than one CV will render itself disqualified (on the basis of not being able to take an instructions).

18.2.1.3 Proof of company registration on Central Supplier Database Registration (CSD).

18.2.1.4 In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.

18.2.1.5 In the case of a Joint Venture, Consortium, Trust, or Partnership a, Consolidated Central Supplier Database Registration (CSD) for both

companies or proof of company registration on Central Supplier Database Registration (CSD) for each company must be submitted.

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

18.2.2 Additional Required Documents (Not for elimination)

18.2.2.1 Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA).

18.2.2.2 Bidder is required to submit a proof of educational qualification(s) for all resources required.

18.2.2.3 All copies of qualification(s) must be certified, and the certification must be valid for six (6) months from the required bid submission date. if not, the lowest point will be allocated.

18.2.2.4 All foreign qualifications must be accompanied by South African Qualifications Authority (SAQA) certificate of evaluation. if not, the lowest point will be allocated.

18.2.2.5 Bidder is required to provide three signed reference letters from previous and current employer where work experience is relevant to these ToR's.

18.3 STAGE 2: FUNCTIONALITY EVALUATION

18.3.1 Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.

18.3.2 Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for

scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

18.3.3 Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.

18.3.4 The (BEC) panel members will individually evaluate the responses received against the following criteria as set out in the table below.

18.3.5 Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.

18.3.6 The technical /Functionality proposal will be scored out of 100 points, with a minimum threshold of 65% required. Bidders that do not meet the minimum functionality threshold of 65% will not be considered for further evaluation. Bidders will be evaluated on the functionality evaluation criteria in the table below:

Table 2: Functionality Evaluation Criteria

	CRITERIA	Weights	Scoring Criteria
1	<p>Qualification A tertiary NQF level 7 qualification in one of the following of the areas; supply chain management or civil engineering or quantity surveying or architecture or construction management or town and regional planning or project management and programme management.</p>	10	<p>5= Masters (NQF=9) and higher 4= Honours Degree or post Graduate Diploma (NQF=8) 3= Bachelors 'Degree (NQF=7) 2= National Diploma (NQF=6) 1= Matric (NQF=4) and below</p>
2	<p>Demonstratable through your CV, the experience in a form of number of years undertaking infrastructure procurement in local government. The number of years that the Service Provider has been actively involved (role) in infrastructure procurement management in local government.</p>	30	<p>5= 10 and more years relevant experience 4= 7 to 9 years relevant experience 3= 4 to 6 years relevant experience 2= 2 to 3 years relevant experience</p>

	CRITERIA	Weights	Scoring Criteria
	<p>(this got to do with the actual doing of infrastructure procurement). List the projects where you gained the experience indicating clearly the number of years in each projects as follows:</p> <ol style="list-style-type: none"> 1. Project description. 2. Your role or position in the project 3. Your tenure in the projects 4. Contact person (name and contact telephone number) <p>The CV of the proposed/nominated resource must be submitted in the prescribed format in (Annexure A)</p>		<p>1= 1 year or less relevant experience</p>
3	<p>Demonstratable through your CV, the experience in a form of number of years undertaking implementation supply chain management/ procurement in a technical assistance role in the public sector within a program or project environment.</p> <p>[this got to do with the combination of doing infrastructure procurement work and capacitation of either the system or person(s)]</p> <p>List your experience as follows:</p> <ol style="list-style-type: none"> 1. Description of the technical support. 2. Description of the approach that you adopted. 3. Contact person (name and contact telephone number) <p>The CV of the proposed/nominated resource must be submitted in the prescribed format in (Annexure A)</p>	30	<p>5= 10 years and more relevant experience 4= 7 to 9 years relevant experience 3= 4 to 6 years relevant experience 2= 2 to 3 years relevant experience 1= 1 year or less relevant experience</p>

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	CRITERIA	Weights	Scoring Criteria
4	<p>Approach Methodology that includes:</p> <ol style="list-style-type: none"> 1. Project Plan 2. Project Risk 3. Skills transfer 4. Knowledge management 5. innovation and proactive actions 	30	<p>5 = Excellent: Methodology respond directly to the brief and proposes a well mix of innovation and traditional ways of executing the brief, with all listed requirements and more.</p> <p>4 = Very good: Methodology shall demonstrate a level of understanding of the problem, some of the root causes and responds adequate to the brief and proposes workable solutions within the given period with only four (4) of the listed requirements.</p> <p>3 = Good: Methodology shall demonstrate a substantial level of adaptation of the textbook material into realities on the ground with some reference to specific examples with only three (3) of the listed requirements.</p> <p>2 = Fair: Methodology shall be a typical textbook approach to the brief with only two (2) of the listed requirements.</p> <p>1 = Weak or Poor: Methodology with only one (1) of the listed requirements or is not responding to the brief.</p>
	Total	100	
	Minimum Threshold (Failure to meet this threshold will disqualify the bid)	65%	
N.B. Bidders who did not meet a minimum score of 65 points on Functionality Evaluation Criteria will not be considered for further interview.			

18.4 STAGE 3: INTERVIEW

18.4.1 The service provider will be scored out of 100 in the interview. Bidders will be required to demonstrate their technical capability to carry out the task at hand and to present their project implementation methodology.

18.4.2 Only bidders who score a minimum of 65% during the interviews will be considered for the Preferential Procurement Policy Framework Act (PPPFA) evaluation as articulated in the information to bidders.

18.4.1 The interview may be held at a physical venue, or we may make use of any of the virtual platforms to conduct the interviews. If interviews are held at a physical venue the bidders will be liable for their traveling expenses.

18.4.2 Interview evaluation criteria for the Service Providers are stipulated in the Table below.

Table 3: Interviews Criteria

	CRITERIA	Weights	Scoring Criteria
1	Demonstrated knowledge of relevant legislation, regulations, and other prescripts	30	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
2	Demonstrated ability to identify and prioritise key issues and improvement areas within the function	20	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor

3	Demonstrated ability and experience in conceptualisation, developing, and implementing solutions to the identified issues	30	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
4	Demonstrated advisory, and skills transfer	20	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
	Total	100	
	Minimum Threshold (Failure to meet this threshold will disqualify the bid)		65%
Bidders who did not meet a minimum 65 % on interviews will be disqualified for further evaluation on price and Specific goals			

18.5 STAGE 4: Preference Point System

18.5.1 In terms of Preferential Procurement Regulations, 2022, Regulation 4(1) the applicable Preference Point System for this tender is 80/20, Price (80), and Specific Goals (20). In terms of Regulation 4(2-4) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the

tender. The bidder must provide the relevant proof/ required documents for each preference point system indicated.

18.5.2 Pricing Evaluation

18.5.2.1 For financial evaluation purposes, the service provider must provide an all-inclusive hourly rate (including vat).

18.5.2.2 The National Treasury reserves the right to negotiate rates submitted by bidders.

18.5.2.3 Service providers must not propose a cost structure for disbursement this will be calculated as a percentage of the professional fees.

18.5.3 Specific Goals

18.5.3.1 For the purposes of this tender, the tenderer will be allocated points based on the goals stated and should be supported by proof/ documentation stated in Table 3 below. Specific goals for the tender and points to be claimed are indicated in the table below:

Table 3: Specific goals allocation table

#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
1	<p>The company owned by people who are Youth.</p> <ul style="list-style-type: none"> • 100% company owned by people who are Youth = 5 points • ≥51% and <100% company owned by people who are Youth = 3 points • >0% and <51% company owned by people who are Youth = 1 point 	5 points	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:</p> <ul style="list-style-type: none"> • Company Registration Certification/document (CIPC)

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

	<ul style="list-style-type: none"> • 0% company owned by people who are disabled = 0 point 		
--	---	--	--

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

18.5.3.2 Failure to submit the required proof will lead to a zero (0) status level for non-compliant service providers. The points scored by a bidder in respect of the points indicated above will be added to the points scored for price. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made regarding the required proof. A trust, consortium, or joint venture will qualify for points as a legal entity, provided that the entity submits the required proof.

19 DISBURSEMENT

19.1 Disbursements are excluded from Professional fees and will be paid in line with National Treasury and DPSA guidelines and prescripts. This will be calculated to about 15% of the professional fees to form the overall amount of the contract, and should be used for the following disbursement provided that the unit has granted prior approval for the expenditure to be incurred:

- 19.1.1.1 Accommodation (three-star hotel or equivalent), meals and incidental expenditures;
- 19.1.1.2 Air transport (economy class equivalent) and car rentals at the destination in respect of a vehicle with the engine capacity of 1300cc to 1600cc. Tickets stubs and boarding passes must be included with the claim / invoice.
- 19.1.1.3 A kilometre rate for the official journey in accordance with the ruling rates of National Treasury;
- 19.1.1.4 Parking and tollgates fees for the official journey and substantiated by copies of the till slips and invoices; and
- 19.1.1.5 All other expenses incurred by the service provider while providing a service to National Treasury and operating as an external office such as computing, emailing, internet, printing, fax facilities, excluding those costs to be reimbursed in section 19.1 above, will be borne by the service provider.

20 TERMS AND CONDITIONS

- 20.1** Successful bidder(s) must be able to commence work as soon as the letter of appointment is issued.
- 20.2** National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- 20.3** National Treasury reserves the right to terminate the contract if there is enough information for the termination of the contract.
- 20.4** This is an individual appointment, meaning that even though a company or a consortium or a joint venture submits a proposal an appointment will be proposed based on the individual's curriculum vitae and not the company experience or company profile.
- 20.5** National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.

20.6 The implementation of the contract will require substantial traveling for which costs will have to be borne by the Service Providers upfront and later claimed back. **Note Well:** all travel to be undertaken as part of this contract must be pre-approved before they are taken.

21 TIME FRAMES/ DURATION

OUTPUT	CONTRACT PERIOD
Appointment of the service provider(s)	36 months

21.1 The Service Providers will be required to work for a maximum of 1840 hours per year.

21.2 The details of the annual work plan will be discussed with the successful Service Provider as part of the project inception meeting.

21.3 When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

22 PENALTIES/WARRANTIES

22.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within an agreed timeframe to remedy such errors at no cost to the National Treasury

22.2 National Treasury reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. National Treasury shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.

22.3 Should any audit or inspection reveal that the Service Provider has not complied with any of the requirements in terms of an approved workplan, the Service Provider will be responsible for the resulting corrective actions at no additional cost.

22.4 National Treasury also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

23 INSTRUCTIONS FOR THE PROPOSAL

23.1 This Request for Proposal does not constitute an offer. The Request for Proposal intends to provide enough information for the preparation and submission of comparable proposals by the Service Providers.

23.2 National Treasury requires a clear, concise and factual proposal. Bidders shall consult, in writing, with the National Treasury official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this Request for Proposal.

23.3 Proposals must be compiled in the following manner:

- The detailed proposal: An individual based proposal reflecting on the methodology or the approach.
- Detailed curriculum vitae of the individual as per **Annexure A**.

23.4 All proposals must be submitted on or before the closing date and time of this Request for Proposal. The following information must appear on the cover page of the proposal.

- Name of bidder
- Description of proposal
- Bid Number
- Closing date and time

23.5 In the case of a Joint Venture or a consortium or a company, the proposal must contain no more than two curriculum vitae.

24 TENDER COSTS

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

25 BIDDERS RESPONSIBILITY

25.1 The Service Provider is expected to fully acquaint themselves with the conditions, requirements and specifications of the National Treasury before submitting a completed response. Failure to do so will be at the bidder's own risk and the Service Provider cannot secure relief on the grounds of any mistake.

25.2 The selected Service Provider will be required to enter into a written agreement with National Treasury. This Request for Proposal or any part thereof may be incorporated into and made part of such an agreement. National Treasury shall not incur any obligation or liability towards the selected Service Provider until a written contract has been signed by the duly authorised National Treasury representative and the Service Provider.

26 TENDERING DETAILS

26.1 Contact Details for technical enquiries

E-mail Address: NTadministrativetenders.treasury.gov.za

26.2 Contact Details for administrative procurement enquiries

E-mail Address: NTadministrativetenders.treasury.gov.za

27 LATE SUBMISSIONS

27.1 Proposals submitted after the specified closing date and time will not be considered for evaluation however they will be recorded as late submitted.

28 DECLARATION

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

Name of Service Provider	
Name of contact Person	

Capacity	
Signature	Date

29 ANNEXURE A: CURRICULM VITAE OF INDIVIDUAL

PERSONAL DETAILS

Personal Information:	Surname	
	First names	
	Identity / Passport Number	
	Tax Number	
	Gender	
	Nationality	

QUALIFICATIONS

Only highest relevant and completed qualification(s) obtained to be listed below. The bid requirements are a NQF level 7 or higher

Qualification obtained	
Name of Institution	
Date obtained	
Qualification obtained	
Name of Institution	
Date obtained	
Qualification obtained	
Name of Institution	

Date obtained	
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- Certified copies of qualifications must be attached. Candidates invited for the interviews will be expected to submit original copies of qualifications.
- International qualifications must be accompanied by SAQA accreditation.
- Candidates with non-relevant qualifications will be assigned a score of one, equivalent matric certificate (NQF4).

EMPLOYMENT HISTORY

(Add additional entries if required. *Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.*)

Position Held							
Employer's Name							
Description of your duties							
Highlight previous experience relevant to services required in bid							
Highlight local government infrastructure procurement and delivery Experience during employment period (if applicable). If not applicable, indicate N/A.							
Start		End		Total No of years and completed months working at this company		Total No of years and completed months experience relevant to bid specifications while working at this company	
MM	YY	M	YY	Years	Completed Months	Years	Completed Months
Position Held							
Employer's Name							
Description of your duties							
Highlight previous experience relevant							

APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM TOOLKIT AND THE ASSOCIATED REPORTING REQUIREMENTS

to services required in bid							
Highlight local government infrastructure procurement and delivery Experience during employment period (if applicable). If not applicable, indicate N/A.							
Start		End		<i>Total No of years and completed months working at this company</i>		<i>Total No of years and completed months experience relevant to bid specifications while working at this company</i>	
MM	YY	M	YY	Years	Completed Months	Years	Completed Months
Position Held							
Employer's Name							
Description of your duties							
Highlight previous experience relevant to services required in bid							
Highlight local government infrastructure procurement and delivery Experience during employment period (if applicable). If not applicable, indicate N/A.							
Start		End		<i>Total No of years and completed months working at this company</i>		<i>Total No of years and completed months experience relevant to bid specifications while working at this company</i>	
MM	YY	M	YY	Years	Completed Months	Years	Completed Months

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience. Experience in a local government infrastructure procurement and delivery environment.

SUMMARY OF WORK EXPERIENCE

The summary must tie up to the detail in point 3 above.

Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M) working at company	Total experience applicable to bid specifications (e.g. 3Y_6M)

REFERENCES

Please provide at last three employment references from the past 5 years. References must be individuals who were either your managers/supervisors where you were an employee or Client representative in the case where you were appointed as a Service Provider. In addition to these references the bidder is required to provide three signed reference letters from previous and current employer where work experience is relevant to these ToR's.

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
2	Name of referee	
	Organisation	

	Position of referee in organisation	
	Contact telephone / Cell number of referee	
3	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	

I, HEREBY CONFIRM THAT I AM AVAILABLE TO BE PART OF THE PROJECT AND THAT I AM NOT INCLUDED AS A TEAM MEMBER IN ANOTHER BID PROPOSAL FOR THIS PROJECT.

SIGNATURE: _____

ANNEXURE A: CURRICULUM VITAE TEMPLATES

30 ANNEXURE B: DETAILS OF SERVICE PROVIDER

Item	Detail	Description
Service Provider's Name		Name of the organisation or individual submitting this bid
Central Supplier Database (CSD) Number		Reference number for the CSD system
Service Provider's Postal		Box number
		Suburb
		Postal code
Service Provider's Street		Number and street name
		Suburb
		Town/city
		Postal code
Service Provider's Telephone Number		Code and number, e.g., 012 488
Service Provider's Facsimile Number		Code and number, e.g., 012 488
Service Provider's		Company registration number if Applicable
Service Provider's		If applicable
Service Provider's SARS Tax Number		
Service Provider's Tax Clearance Certificate Expiry		yyyy-mm-dd, e.g., 2010-03-04
Contact Person		Contact person for this bid
Contact Person's Cell Phone Number		Number, e.g., 088 345 6789
Contact Person's Email		
Name of Person Signing this Bid		Full name
Date of Signature of the Bid		yyyy-mm-dd, e.g., 2010-03-04
Capacity Under which this Bid is		Director, member, individual, etc.
Signature		Sign here

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MANAGEMENT SYSTEM TOOLKIT AND THE ASSOCIATED REPORTING REQUIREMENTS



Special Conditions of Contract

NT005-2024

APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION AND IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT FRAMEWORK FOR INFRASTRUCTURE DELIVERY AND PROCUREMENT MANAGEMENT FOR A PERIOD OF THREE YEARS

CLOSING DATE: 23 APRIL 2024 AT 11:00 AM

VALIDITY PERIOD: 90 DAYS

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

A LEGISLATIVE AND REGULATORY FRAMEWORK

This bid and all contracts will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act (PPPFA), NT SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract takes precedence.

B. EVALUATION PROCESS AND CRITERIA

1. EVALUATION PROCESS

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

1.1.1 Phase 1A: Initial screening process

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

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

b) **Administrative compliance**

Duly completed and signed.

- Invitation to bid – SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form – SBD 6.1

- Provide ID copies for all managing Directors.
- CIPC

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

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- The technical proposal will be scored out of 100 points, with a minimum threshold of 65% required. Bidders that do not meet the minimum functionality threshold of 65% will not be considered for further evaluation. Bidders will be evaluated on the functionality evaluation criteria in a table below:

Table 1: Summary of functional/Technical Evaluation Criteria

	CRITERIA	Weights	Scoring Criteria
1	Qualification A tertiary NQF level 7 qualification in one of the following of the areas; supply chain management or civil engineering or quantity surveying or architecture or construction management or town and regional planning or project management and programme management.	10	5= Masters (NQF=9) and higher 4= Honours Degree or post Graduate Diploma (NQF=8) 3= Bachelors 'Degree (NQF=7) 2= National Diploma (NQF=6) 1= Matric (NQF=4) and below

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<p>2</p>	<p>Demonstratable through your CV, the experience in a form of number of years undertaking infrastructure procurement in local government. The number of years that the Service Provider has been actively involved (role) in infrastructure procurement management in local government.</p> <p>(this got to do with the actual doing of infrastructure procurement).</p> <p>List the projects where you gained the experience indicating clearly the number of years in each projects as follows:</p> <ol style="list-style-type: none"> 1. Project description. 2. Your role or position in the project 3. Your tenure in the projects 4. Contact person (name and contact telephone number) <p>The CV of the proposed/nominated resource must be submitted in the prescribed format in (Annexure A)</p>	<p>30</p>	<p>5= 10 and more years relevant experience</p> <p>4= 7 to 9 years relevant experience</p> <p>3= 4 to 6 years relevant experience</p> <p>2= 2 to 3 years relevant experience</p> <p>1= 1 year or less relevant experience</p>
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<p>3</p>	<p>Demonstratable through your CV, the experience in a form of number of years undertaking implementation supply chain management/ procurement in a technical assistance role in the public sector within a program or project environment.</p> <p>(This has to do with the combination of doing infrastructure procurement work and capacitation of either the system or person(s)) List your experience as follows:</p> <ol style="list-style-type: none"> 1. Description of the technical support. 2. Description of the approach that you adopted. 3. Contact person (name and contact telephone number) <p>The CV of the proposed/ nominated resource must be submitted in the prescribed format in (Annexure A)</p>	<p>30</p>	<p>5= 10 years and more relevant experience 4= 7 to 9 years relevant experience 3= 4 to 6 years relevant experience 2= 2 to 3 years relevant experience 1= 1 year or less relevant experience</p>
<p>4</p>	<p>Approach Methodology that includes:</p> <ol style="list-style-type: none"> 1. Project Plan 2. Project Risk 3. Skills transfer 4. Knowledge management 5. innovation and proactive actions 	<p>30</p>	<p>5 = Excellent: Methodology respond directly to the brief and proposes a well mix of innovation and traditional ways of executing the brief, with all listed requirements and more.</p> <p>4 = Very good: Methodology shall demonstrate a level of understanding of the problem, some of the root causes and responds adequate to the brief and proposes workable solutions within the given</p>

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			<p>period with only four (4) of the listed requirements.</p> <p>3 = Good: Methodology shall demonstrate a substantial level of adaptation of the textbook material into realities on the ground with some reference to specific examples with only three (3) of the listed requirements.</p> <p>2 = Fair: Methodology shall be a typical textbook approach to the brief with only two (2) of the listed requirements.</p> <p>1 = Weak or Poor: Methodology with only one (1) of the listed requirements or is not responding to the brief</p>
	Total	100	
	Minimum Threshold (Failure to meet this threshold will disqualify the bid)	65%	
Bidders who do not meet a minimum of 65% on technical evaluation criteria will be disqualified for further evaluations on Interviews.			

Functionality Evaluation (Stage 3: Interviews)

- The service provider will be scored out of 100 in the interview. Bidders will be required to demonstrate their technical capability to carry out the task at hand and to present their project implementation methodology.
- Only bidders who score a minimum of 65% during the interviews will be considered for the Preferential Procurement Policy Framework Act (PPPFA) evaluation as articulated in the information to bidders.

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- The interview may be held at a physical venue, or we may make use of any of the virtual platforms to conduct the interviews. If interviews are held at a physical venue the bidders will be liable for their traveling expenses for coming to the interviews.

Table 2: Interview criteria

	CRITERIA	Weights	Scoring Criteria
1	Demonstrated knowledge of relevant legislation, regulations, and other prescripts	30	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
2	Demonstrated ability to identify and prioritise key issues and improvement areas within the function	20	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
3	Demonstrated ability and experience in conceptualisation, developing, and implementing solutions to the identified issues	30	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
4	Demonstrated advisory, and skills transfer	30	5= Excellent 4= Very Good 3= Good 2= Average 1 = Poor
	Total	100	
	Minimum Threshold (Failure to meet this threshold will disqualify the bid)	65%	
Bidders who did not meet a minimum of 65% on interviews will be disqualified for further evaluation on price and Specific goals			

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

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

- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and specific goals.

TERMS AND CONDITIONS OF THE BID

- Successful bidder(s) must be able to commence work as soon as the letter of appointment is issued.
- National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- National Treasury reserves the right to terminate the contract if there is enough information for the termination of the contract.
- This is an individual appointment, meaning that even though a company or a consortium or a joint venture submits a proposal an appointment will be proposed based on the individual's curriculum vitae and not the company experience or company profile.

- e. National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.
- f. The implementation of the contract will require substantial traveling for which costs will have to be borne by the Service Providers upfront and later claimed back. **Note Well:** all travel to be undertaken as part of this contract must be pre-approved before they are taken.

2. EVALUATION CRITERIA

- a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:
 - The bid price (maximum 80 points)
 - Specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

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

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored.

for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

2.1 POINTS

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

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

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

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

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

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

- d. 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.
- e. 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.

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

3. MANDATORY REQUIREMENTS

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

- a) Proof of company registration on Central Supplier Database Registration (CSD).
 - b) Service providers **must submit a CV** in a prescribed template as in **ANNEXURE A below**. The evaluation criteria is described under table 2. company that submits more than one CV will render itself disqualified (on the basis of not being able to take an instructions).
 - c) In the case of a Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement must be submitted.
 - d) In the case of a Joint Venture, Consortium, Trust, or Partnership a Consolidated or for both companies or proof of company registration on Central Supplier Database Registration (CSD) for each company must be submitted.
- e) FAILURE TO ADHERE TO THE CONDITIONS STATED ABOVE WILL LEAD TO DISQUALIFICATION**

NOTE: Required Administrative Documents (Not for elimination)

- a) Proof of valid registration with Compensation for Occupational Injuries and Disaster (COIDA).
- b) Bidder are required to submit a proof of educational qualification(s) for all resources required.
- c) All copies of qualification(s) must be certified, and the certification must be valid for six (6) months from the required bid submission date, if not the lowest point will be allocated.
- d) All foreign qualifications must be accompanied by South African Qualifications Authority (SAQA) certificate of evaluation, if not the lowest point will be allocated.
- e) Bidder is required to provide three signed reference letters from previous and current employer where work experience is relevant to these ToR's.

4. TAX COMPLIANCE STATUS

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

5. VALUE ADDED TAX

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

6. CLIENT BASE

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

7. LEGAL IMPLICATIONS

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

8. COMMUNICATION

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

9. LATE BIDS

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

10. COUNTER CONDITIONS

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

11. PROHIBITION OF RESTRICTIVE PRACTICES

a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

12. FRONTING

a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

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

13. PRESENTATION

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

14. TIMEFRAMES AND FORMAL CONTRACT

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

15. PACKAGING OF BID

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

15.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: **NT005-2024**

Description: APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM TOOLKIT AND THE ASSOCIATED REPORTING REQUIREMENTS

Bid closing date and time: **23 APRIL 2024 AT 11H00 AM**

Name and address of the bidder:

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

15.2 PRICE/ FINANCIAL PROPOSAL

Bid No: **NT005-2024**

Description: APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM TOOLKIT AND THE ASSOCIATED REPORTING REQUIREMENTS.

Bid closing date and time: **23 APRIL 2024 AT 11H00 AM**

Name and address of the bidder:

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

The Technical Proposal envelope must contain one original hard copy document, clearly marked “1 Original”, and four (4) hardcopies, clearly marked “Copy”. Bidders may attach soft copies in a USB format.

16 CONTACT DETAILS

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO: NT005-2024
CLOSING TIME 11:00 AM ON 23 APRIL 2024	

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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APPOINTMENT OF AN INDIVIDUAL (SERVICE PROVIDER) TO SUPPORT THE LOCAL GOVERNMENT INFRASTRUCTURE UNIT OF THE INTERGOVERNMENTAL RELATIONS DIVISION OF THE NATIONAL TREASURY WITH THE IMPLEMENTATION AND IMPLEMENTATION OVERSIGHT OF THE LOCAL GOVERNMENT FRAMEWORK FOR INFRASTRUCTURE DELIVERY AND PROCUREMENT MANAGEMENT FOR A PERIOD OF THREE YEARS

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

Total cost of the assignment (R inclusive VAT) R.....

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

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

2. Period required for commencement with project after acceptance of bid _____

3. Are the rates quoted firm for the full period? Yes/No

4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to –

Department: National Treasury

Any enquiries regarding technical enquiries may be directed to –

Contact Person: NTAdministrativeTenders@Treasury.gov.za

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

<ul style="list-style-type: none"> • 100% company owned by people who are women = 5 points • ≥51% and <100% company owned by people who are women = 3 points • >0% and <51% company owned by people who are women = 1 point • 0% company owned by people who are women = 0 point 		
<p>The company owned by people who are disabled.</p> <ul style="list-style-type: none"> • 100% company owned by people who are disabled = 5 points • ≥51% and <100% company owned by people who are disabled = 3 points • >0% and <51% company owned by people who are disabled = 1 point • 0% company owned by people who are disabled = 0 point 	5 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

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

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

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

DEPARTMENT OF NATIONAL TREASURY

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

DEPARTMENT OF NATIONAL TREASURY

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

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

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

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

DEPARTMENT OF NATIONAL TREASURY



PLEASE COMPLETE QUESTIONNAIRE A OR B

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

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

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

DEPARTMENT OF NATIONAL TREASURY

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

DEPARTMENT OF NATIONAL TREASURY

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

PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE

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

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

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

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

**8. Inspections,
tests and
analyses**

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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