MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PROVINCIAL TREASURY

BID NUMBER: TREA/029/26/MP

APPOINTMENT OF SERVICE PROVIDER/S TO ASSIST AND SUPPORT THE PROVINCIAL TREASURY (PT) IN THE IMPLEMENTATION OF THE INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM (IDMS) FOR A PERIOD OF (TWELVE) 12 MONTHS

ISSUED BY:

Department of Provincial Treasury
Private Bag X11205
Mbombela
1200

NAME OF BIDDER: ....
TOTAL BID PRICE (all inclusive) :...
(Also in words): ....
....

This document must remain the original when submitted, no copies will be accepted

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PROVINCIAL TREASURY					
BID NUMBER:	TREA/029/26/MP	CLOSING DATE:	03 August 2026	CLOSING TIME:	12H00
DESCRIPTION	*APPOINTMENT OF SERVICE PROVIDER/S TO ASSIST AND SUPPORT THE PROVINCIAL TREASURY (PT) IN THE IMPLEMENTATION OF THE INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM (IDMS) FOR A PERIOD OF (TWELVE) 12 MONTHS*				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, **PIET RETIEF,** No. 11 Measroch Street, Piet Retief Office, **KWAMHLANGA,** KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre **SECUNDA** No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, **BUSHBUCKRIDGE,** Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), **MIDDELBURG,** Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, **MALELANE,** 24 Air Street, Malelane, **ELUKWATINI** ,Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. **SIYABUSWA** Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms. TC Mhlanga/ J Mkhabela	CONTACT PERSON	Mr. L Manonyane
TELEPHONE NUMBER	013 766 4119 /4235	TELEPHONE NUMBER	013 766 4298
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	celetc@mpg.gov.za/ NJMkhabela@mpg.gov.za	E-MAIL ADDRESS	lrmanonyane@mpg.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?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ………………………………

TERMS OF REFERENCE

WORK PACKAGE 1: DETERMINATION OF COST NORMS OF INFRASTRUCTURE

APPOINTMENT OF SERVICE PROVIDER/S TO ASSIST AND SUPPORT THE PROVINCIAL TREASURY (PT) IN THE IMPLEMENTATION OF THE INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM (IDMS)

Client / Contracting Authority	Provincial Treasury
Programme	Sustainable Resource Management
Sub-Program	Infrastructure Coordination
Project	Support to Mpumalanga Provincial Treasury: Infrastructure Coordination Directorate: **Determination of Cost Norms of Infrastructure**.
Accountable Officer	Provincial Treasury Infrastructure Delivery Improvement Programme (IDIP) Champion.
Time Frame	12 months

APPOINTMENT OF SERVICE PROVIDER/S TO ASSIST AND SUPPORT THE PROVINCIAL TREASURY (PT) IN THE IMPLEMENTATION OF THE INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM (IDMS)

1. INTRODUCTION

Provincial Treasury seeks to improve the planning, budgeting and implementation of infrastructure in the province. To this end Provincial Treasury seeks to appoint relevantly qualifying Professional Service Providers to undertake the work below. The work as required will be through a Workplan, and the approved Workplans will determine the specific tasks that a particular team will perform.

2. BACKGROUND

The delivery of infrastructure, especially in the education, health and roads sectors, is a key strategic thrust of the South African Government in ensuring socio-economic growth, development, poverty alleviation and social stability. However, there are challenges, risks and opportunities for the Government in delivering on a large quantum of quality infrastructure in these sectors.

As early, as 2001 it became evident to the Government that the objective of increased investment in infrastructure will not be achieved by only increasing infrastructure funding flows (largely provided in the form of conditional grants but supported by the provincial equitable share). When the Infrastructure Grant to Provinces was introduced to step up delivery for health, education and roads in the provinces, budgets were underspent. It became evident that increased public investment in infrastructure development and maintenance is not only dependent on more funds, but funding must coincide with sufficient capacity to plan and manage the delivery of infrastructure effectively and efficiently. The precondition for providing the right infrastructure that contributes to growth and development is in developing the right enabling institutional environment, in all its dimensions.

Traditional models of service delivery enhancement are simply insufficient for Government to deal with these challenges in a comprehensive manner. It requires co-operation and co-ordination across government (and with the private sector).

3. DEVELOPING AN INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM

The Infrastructure Delivery Improvement Programme (IDIP) was initiated with a pilot in 2004. Since 2004, IDIP has been through four phases which progressively built capacity and systems in provincial and national government departments.

Strong and effective partnerships were a prerequisite to the success of the programme. IDIP was managed by means of a strong partnership which was institutionalized at the national sphere of government. The programme was implemented through the Provincial Treasuries and the Provincial Departments of Health, Education.

Over these phases of IDIP, the following activities and outputs were undertaken:

- **3.1.** The Infrastructure Delivery Management (IDM) Toolkit1 was refined, enhanced.
- **3.2.** Construction procurement Frameworks were developed and elevated to strategic importance in the IDM Toolkit to promote new options and alternative delivery approaches for infrastructure delivery and procurement.
- **3.3.** A Human Resource Capacitation Framework for infrastructure units, which identifies and defines the core competencies and expertise required to sustain effective infrastructure delivery, was developed for the education and health sectors.
- **3.4.** A foundation and executive training course (referred to as the Infrastructure Delivery Management Programme (IDMP)) was developed and piloted in partnership with the University of Pretoria.
- **3.5.** Provinces developed and adopted intergovernmental agreements which define the roles, responsibilities and accountabilities of each department in a system of cooperative government (IDMS Strategic Agreements); and
- **3.6.** A standardised approach to infrastructure delivery management (referred to as the Infrastructure Delivery Management System or IDMS) was developed and incorporated into relevant legislation.

Nevertheless, although the Programme has made good progress in most areas, the Infrastructure Delivery Management System, IDMS, has not been sufficiently institutionalised in most departments. The implementation and sustainability of the IDMS therefore remain a challenge.

The purpose is thus to support the provincial departments to sustainably implement the infrastructure through Infrastructure Delivery Management System (IDMS).

These Terms of Reference deals with the need to appoint a suitably qualified and experienced Technical Service Providers to assist Provincial Treasury with the implementation of the IDMS.

[1] The IDM Toolkit is currently hosted by the Construction Industry Development Board and can be found at the current address: http://www.cidb.org.za/procurement/delivery/toolkit/default.aspx

APPOINTMENT OF SERVICE PROVIDER/S TO ASSIST AND SUPPORT THE PROVINCIAL TREASURY (PT) IN THE IMPLEMENTATION OF THE INFRASTRUCTURE DELIVERY MANAGEMENT SYSTEM (IDMS)

4. PURPOSE AND OBJECTIVES

These **Terms of Reference: Work Package 1/2026 - Determination of Cost Norms of Infrastructure:** deals with the need to appoint suitably qualified and experienced Technical Service Providers, to assist Provincial Treasury with the implementation of the IDMS.

The purpose is thus to support the provincial departments to sustainably implement the infrastructure through Infrastructure Delivery Management System (IDMS).

4.1. PURPOSE

The specific purpose of the terms of reference is to build the capability (capacity and ability) of the Infrastructure Unit in the Provincial Treasury to achieve and sustain the four (4) outputs, namely:

a) The IDMS is institutionalised and sustainable in the Province.
b) The Infrastructure Delivery Management (IDM) processes are implemented and are being used by the Province to plan, implement and assess infrastructure delivery.
c) There is appropriate capacity in the PT to implement and sustain the approved Provincial IDMS; and
d) IDMS evaluation, monitoring and reporting systems are implemented and functional in the Province.

4.2. SCOPE OF WORK[2]

a) Determine and develop current unit costs of infrastructure in the seven (7) infrastructure departments within the province.
b) The seven departments are:
    (i) Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA).
    (ii) Department of Education (DOE).
    (iii) Department of Culture, Sports and Recreation (DCSR).
    (iv) Department of Health (DOH).
    (v) Department of Human Settlement (DHS).
    (vi) Department of Public Works, Road and Transport (DPWRT).

[2] Note – The scope of work indicated above is a high-level summary of the work that the service provider is expected to fulfil. A detailed work plan will be developed in line with the signed off PT Logical Framework in collaboration with the PT IDIP Champion. Detailed work will be managed in line with the scope of work as part of the contract.

(vii) Department of Social Development (DSD).

c) Determine unit cost norms per district municipality within the province.
d) Make the costs comparison of the similar infrastructure units between the state sector and the private sector.
e) Make a similar comparison of cost norms with the other eight (8) provinces.
f) Develop a mathematical or scientific cost model to evaluate and inform future Planning and Budgeting of infrastructure.
g) The model must require minimal input parameters and produce results in a report format.
h) The model must be compatible with the existing tools already used by Provincial Treasury e.g. ICT infrastructure, Microsoft tools etc. It must complement existing infrastructure.

5. THE EXPECTED DELIVERABLES

The Service Provider will be responsible for the following key deliverables.

a) Within 14 days of appointment, the Service Provider Leader will submit a detailed Work-Plan detailing tasks, deliverables and timeframes, of how the above support will be provided, for agreement and approval. Should it be required to later alter these tasks due to changing circumstances, such changes will be achieved through formal variations to the work-plan.
b) Submit cashflow projections.
c) All deliverables and tasks identified in the approved logical frameworks and work plan.
d) Monthly progress reports to the PT describing all activities and progress toward achieving work-plan objectives.
e) Development and presentation of Close-out reports for completed activities in the approved work plan.
f) Mentoring and skills transfer to the counterparts and the personnel (employer's officials) the Service Provider will be working with.

5.1. PERFORMANCE

a) Performance will be measured against the approved Workplan of the Service Provider.

b) In the case of non-compliance limited or non-performance with these requirements, steps will be taken to ensure compliance and performance - this may include the early termination of the contract.

c) The deliverable in the ToRs is linked to the following indicative performance measures within IDMS:

(i) Quality and quantity of services delivered in relation with the Workplan.
(ii) Engagement of minimum number of professional and technical staff in the programme either from private sector or from the public sector in the infrastructure delivery program of the department.
(iii) System improvement measures, in goods and services acquisition, contracting arrangements, contract administration, financial management and control, innovative programme management.
(iv) Degree of their integration within the existing provincial and departmental system, management and staff portfolio.

d) The PSP Team Members shall always act professionally and with integrity, objectivity and independently as a faithful advisor to the Provincial Treasury.

6. ASSUMPTIONS AND RISKS

6.1. Assumptions

a) Access to necessary information, reports and records
b) Availability of the responsible officials
c) Assignment of a counterpart
d) Stakeholders give their full support.

6.2. Risks

a) Lack of clarity on the IDMS.
b) Non co-operation and/or non-availability of officials.
c) Non-availability or accessibility to data, information, reports or any other documents required for the execution of the assignment.
d) Lack of interest of the beneficiary departments in absorbing the proposed know-how and in implementing the ‘Toolkit’ and lessons learnt.

7. REQUIRED EXPERTISE

7.1. Professional Service Provider Team

The PSP must provide a combination of the following skills and experience, which must be adequately demonstrable in the CV/s, and the possible interview thereafter.

a) The Service Providers members shall have completed relevant Tertiary qualifications (Diploma or Degree, in **Civil Engineering** or other build environment disciplines (**Quantity Survey**, **Architecture**, **Building Science**, **Construction Management**) from recognised Tertiary Institution (University or University of Technology)).

- Qualifications obtained outside South Africa must be properly accredited at the relevant level by SAQA.

The Service Providers should have experience in programme and project management utilising the PMBOK[3] preferably with PMP[4] certification.

7.2. Technical

a) Proven track record of Programme & (advance) Project Management skills.

b) Experience in development management.

c) An understanding of the South African public sector infrastructure legislation, planning and implementation process.

d) An understanding of the construction industry and the dynamics at play at different levels as well as legislation impacting on the industry.

e) Knowledge of CIDB initiatives and publications on various aspects such as quality and maintenance, construction industry indicators and CIDB Practice Notes.

f) Proven experience with the successful management of or working with multi-disciplinary and multi-cultural teams.

g) Knowledge of Results Based Management Monitoring & Reporting systems in the infrastructure environment.

h) Understanding of change management dynamics and the application thereof.

i) An understanding of the systems approach to the management of development initiatives.

[3] PMBOK – Project Management Body of Knowledge produced by the Project Management Institute (PMI)
[4] PMP – Project Management Professional accredited by the PMI

j) The ability to facilitate knowledge sharing and skills transfer.

7.3. Behavioural

a) Building and maintaining stakeholder relationships.

b) Enhance team engagement & commitment among infrastructure stakeholders.

c) Demonstrate critical thinking, analytical & problem-solving skills

d) Ability to coach, mentor and train infrastructure stakeholders and role players.

e) Possess a service excellence attitude.

f) Mediation, facilitation and good and presentation and communication skills.

g) Adaptability and resilience in response to changing work.

8. COMPULSARY REQUIREMENTS

8.1. Attach Central Supplier Database (CSD) report.

8.2. Submission of fully completed SBD 4.

8.3. A Valid Pin Letter from SARS. Failure to submit a Valid Pin Letter, the bid proposal will be considered non-responsive and shall be disqualified. If the bidder is a joint venture/ consortium/ partnership submit Valid Pin Letter from SARS for each party.

8.4. Certified copies of the company registration certificate, issued by Companies and Intellectual Property Commission (CIPC) must be attached to the proposal.

8.5. If the bidder is a joint venture/ consortium/ partnership, an originally certified copy of such agreement and a resolution by each party to such a venture/ consortium/ partnership authorising its participation in the bid should attached. If the bidder is not a joint venture/ consortium / partnership this section is not compulsory..

8.6. It is required of companies to provide their company profiles as well.

8.7. Submitted proposals need to reflect on the track records of the company, and where possible, proof of experience in similar projects must be provided. In addition, the particulars of three major clients (references) must be provided.

8.8. Certified copies for accredited registration with professional bodies for identified PSP Team members and copies of linked qualifications.

8.9. Service-providers who have Government officials as shareholders, directors or employees must attach certified copies of approval for doing business from the relevant Executing Authority.

8.10. Certified copies of the identify documents/ valid passports of all directors of the entity. The date on the certificate must not be older than three (3) months as at the closing date of the bid. . In cases where there are more than five (5) directors, an affidavit of the remaining directors with their Identity Numbers must be submitted. The Provincial Treasury reserves the right to request certified copies of the remaining shareholders' Identify Documents should the need arise.

9. CONDITIONS OF TENDER

9.1. There will be a Briefing on the date and time indicated on the tender bulletin, for all interested tenderers at

Mpumalanga Provincial Treasury
Riverside Government Complex
Nokuthula Simelane Building
Mbombela

9.2. Proposals submitted late will not be accepted / considered.

9.3. **A proposal that does not meet the requirements as set out on paragraph 8 above, shall be deemed non-responsive and as a result, will not be subjected to the next stages of the evaluation process.**

9.4. The proposal must be quoted per team member, linked to skills set for the duration of the contract.

9.5. Disbursements must be quoted as a percentage of the total price quoted for the execution of the service and reflected on the total bid price.

9.6. The price quoted for the execution of the required service should be all inclusive. In addition, those service-providers that are not registered for the VAT with the South African Revenue Service (SARS) are advised not to charge for the Value Added Tax (VAT).

9.7. Companies are required to be able to demonstrate that they have efficient and reliable systems in place to enable them to execute the required service.

9.8. Companies must have the ability to provide monthly reports, detailing the activities they have undertaken during the time of reporting.

9.9. Any successful bidder will be required to enter into a service-level agreement with the Mpumalanga Provincial Treasury.

9.10. A proposal that scores less than 70 points out of the 100 points which is allocated for the functionality will be regarded as non-responsive and disqualified automatically.

10. QUALIFICATIONS AND EXPERIENCE

a) An individual or team of services providers may be appointed, the team may consist of a lead consultant and experts which may comprise a combination of the below:
   (i) Civil and Structural Engineer,
   (ii) Architect, and
   (iii) Quantity Surveyor

b) The evaluation criteria require the service providers to have experience in achieving the above objectives/ scope of works (as per 4.2).

c) The consultants are required to have qualification and experience as per the below table.

Project Leader	Qualification

	NQFL8 in Civil engineering/ Architecture/Quantity Surveying
	Experience
	More than 5 years in project management
	5 years and less in project management
Civil Engineer	**Qualification** NQFL8 in Civil engineering
	Experience
	More than 5 years
	5 years and less
Architect	**Qualification** NQFL8 in Civil engineering
	Experience
	More than 5 years
	5 years and less
Quantity Surveyor	**Qualification** NQFL8 in Civil engineering
	Experience
	More than 5 years
	5 years and less

d) The following must be submitted by each service provider:

(i) Detailed CV indicating qualifications, previous experience as well as letters of reference (references must be contactable).

(ii) Copies of certified qualifications.

(iii) Summary of experience in cost norms and models.

Shortlisted companies may be required to make presentations to a panel prior being subjected to the next stages of the evaluation process.

11. EVALUATION CRITERIA

11.1. THESE ARE THE MAIN CRITERIA SUBMISSION.

Functionality item	Sub-item weighting	Item weighting
1. Technical ability		
✓ **Proven track record of Programme & (advance) Project Management skills.** o Experience in development management. o Proven experience with the successful management of or working with multi-disciplinary and multi-cultural teams. ✓ **An understanding of the South African public sector infrastructure legislation, planning and implementation process.** ✓ **Proven Knowledge of Results Based Management Monitoring & Reporting systems in the infrastructure environment.** o An understanding of the systems approach to the management of development initiatives. ✓ ***Understanding of change management dynamics and the application thereof.*** ***The ability to facilitate knowledge sharing and skills transfer.***	15	**50**
✓ ***Detailed Project plan to be submitted to claim points, including staffing, Resources and Contingency Plan*** o Project plan o Human Resource capacity (size of team) o Availability of infrastructure o Contingency plan	20	
✓ **Quality of systems in place / in use** o Availability of equipment o IT programs *(Relevant Portfolio, Project and Program management programs and systems demonstrable/* ***sample*** *attached)*	15	

Functionality item	Sub-item weighting	Item weighting
2. Competency of personnel ✓ **Proven Qualifications of staff.** o **Appropriate and relevant Built Environment qualifications as per 7.1 above** (*Diploma - 5; Degree - 6; Masters - 8; Ph.D.- 10*)	10	**30**
o **Relevant experience and knowledge (Public Service, especially Coordinating Dept., like PT)** (*5 or under - 6; 6 to10 yrs. - 15; More than 10 years – up to 20 points depending on experience)*	20	
3. Competency of Company ✓ **Experience in similar or related services** o **Track record** (Public service Support in similar projects) (*6 or under - 6; 6 to10 years. - 15; More than 10 years – up to 20 points depending on experience)*	20	**20**

Bids that fail to score a minimum of 70 out of a possible 100 points for functionality will not be eligible for further consideration.

The points scored for functionality shall be calculated as follows:

Each BEC member shall award points for each criterion on the score sheet.
The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and the minimum threshold of **70** points.

All bidders who scored the minimum threshold of **70** points or above shall advance to Phase II.

Bids that do not score the specified minimum points of **70** for functionality shall not be considered further.

The second stage will evaluate the price and specific goals preference points of those bids, which meet the minimum threshold for functionality. In accordance with the Preferential

Procurement Regulations, 2022, pertaining to the Preferential Procurement Framework Act (no. 5 of 2000).

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

Description	80/20
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)	10 points
Enterprises that are at least 51% women-owned	6 points
Enterprises that are at least 51% owned by disabled persons	2 points
Enterprises with at least a 51% ownership by Youth	2 points

Bidders who wish to claim points in terms of table above need to provide proof for each point claimed as guided below:

- Who had no franchise in national elections before the 1983 and 1993 Constitution – **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who is female- **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- Who has a disability – **attach doctor's letter confirming the disability**
- Who is youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
- The 80/20 Preference Point system shall be applicable, where 80 points are for price and 20 points are for specific goals.
- Suppliers must be CSD (Central Supplier Database) registered;

The formula to be utilised to convert the price scores to percentages is as follows:

$$Ps = 80\left[1 - \frac{Pt - P\,min}{Pmin}\right]$$

11.2. DISBURSEMENTS

Disbursements will be handled in terms of applicable rates not exceeding as prescribed, from the National Treasury and/ or Department of Transport. However, bidders are at liberty to propose lesser terms.

12. DURATION OF WORK PACKAGE

The successful service-providers will enter into a maximum 12 months' contract with the Mpumalanga Provincial Treasury.

13. APPOINTMENT OF SERVICE PROVIDER

The Provincial Treasury reserves the right to appoint more than one service provider for any one or more phases of this project.

14. PROJECT MANAGEMENT

14.1. CONTRACTING ARRANGEMENTS

The **Service Providers** will be contracted by the Provincial Treasury and assigned to work with the Department. A dedicated senior counterpart who will facilitate all the necessary introductions as well as provide the background documentation. The Service Provider will report to the Senior Manager: Infrastructure Coordination.

14.2. Timeframes

The **Service Providers** will be required to work for a maximum of 225 days (8-hour days) per year. Performance will be reviewed monthly, quarterly and annually.

Should performance be below the required standard, or should funds not be available, the contract may be concluded before the three years is completed.

14.3. VALIDITY PERIOD

The validity period of the bid is **90 days**. Any time or date in this bid is subject to change at the discretion of the Mpumalanga Provincial Treasury. The bidder(s) accepts that if the Department extends the deadline for submission (i.e. closing date) for any reason, the terms and conditions of this bid shall apply equally to the extended period.

14.4. Reporting

Performance will be measured against the provincial logical framework and the approved work plan methodologies and requirements

Monthly reports, timesheets and invoices will be submitted to the Contracting Authority, for final approval and payment. Quarterly review reports will be required, and these will form the basis of quarterly review sessions.

14.5. Logistic Support

The Service Providers will be responsible for providing their own working tools e.g. laptops and software, cell phones, internet connection and vehicles for this assignment. The Provincial Treasury will make provision for all other equipment, supporting infrastructure and support services that will be necessary to successfully deliver on this assignment.

15. CONTRACTING AUTHORITY

15.1. RESPONSIBLE PERSON

Mr Lore Manonyane
Infrastructure Coordination Directorate,
Provincial Treasury
Riverside Government Complex
Nokuthula Simelane Building
Mbombela

Tel: 013-766-4298 & 4283
Email: lrmanonyane@mpg.gov.za

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option .... Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (if applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? .... YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct ______________ to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/ agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
   (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
   (b) without just cause shown by him, refuses or neglects to-
      (i) furnish, produce or make available any information, documents or things;
      (ii) reply to or answer truly and fully, any questions put to him ...
      As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

Full Name	Identity Number	Name of organ of state

---

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

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

2.3.1 If so, furnish particulars:

……………………………………………………………………………………
……………………………………………………………………………………
……………………………………………………………………………………

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

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

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

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

3 GENERAL DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

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

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

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

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

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

I CERTIFY THAT THE ABOVE IS CORRECT.

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

…………………………………	…………………………………………
Signature	Date
…………………………………	…………………………………………
Designation	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
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 either of a tenderer, 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.

1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:

- Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)– **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Enterprises that are at least 51% women-owned - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

- Enterprises that are at least 51% owned by disabled persons – **attach doctor's letter confirming the disability**

- Enterprises with at least a 51% ownership by Youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system)**	**Percentage ownership equity (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
I. Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)	10 points		
II. Enterprises that are at least 51% women-owned	6 points		
III. Enterprises that are at least 51% owned by disabled persons	2 points		
IV. Enterprises with at least a 51% ownership by Youth	2 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.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:	…………………………………………………………
DATE:	…………………………………………………………
ADDRESS:	…………………………………………………………
	…………………………………………………………
	…………………………………………………………
	…………………………………………………………

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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