

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL TREASURY)					
BID NUMBER:	NT007-2025	CLOSING DATE:	04/07/2025	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED				
BID RESPONSE DOCUMENTS MAY BE SUBMITTED ONLINE					
National Treasury					
Bid Proposals to be submitted online on the e-Tender Portal https://www.etenders.gov.za/					
Tutorial Link on uploading bid documents on e-Tender Portal https://youtu.be/B7pNseNJYHM					
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?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS					

SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE SUBMITTED BY THE STIPULATED TIME. 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

1. PROJECT TITLE:

NT007-2025: APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

CLOSING DATE: 04 JULY 2025

2. BACKGROUND:

Section 139(5) of the Constitution provides for provincial intervention in a municipality if the municipality is found to be in persistent and material breach of its obligations to provide basic services and / or meet its financial commitments. S139(5)(a) of the Constitution requires that for these municipalities, a Financial Recovery Plan (FRP) must be imposed on the municipality. Chapter 13 of the Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003), (hereinafter referred to as the “MFMA”) gives effect to the provisions of Section 139 of the Constitution and provides guidance on the processes to be followed and content to be included in the development of FRPs.

Section 141(2) of the MFMA states that for any mandatory intervention, which is an intervention invoked in terms of S139(5) of the Constitution, only the Municipal Financial Recovery Services (MFRS) Unit can prepare the FRP. The MFRS unit is established as a Chief Directorate within the Intergovernmental Relations Division of the National Treasury.

3. CURRENT STATE OF MUNICIPAL FINANCES

The MFMA which was enacted in 2003 provides a solid foundation for the governance and management of municipal finances. In addition to the MFMA, the National Treasury has implemented several reforms and regulations over the years aimed at creating greater transparency and uniformity in the way municipalities report on and manage their finances. However, despite the robust legislative and regulatory environment, the number of municipalities finding themselves in financial distress or in a financial crisis is growing. Some of the National Treasury's performance statistics show that:

- (a) There were 43 municipalities in a financial and service delivery crisis in 2022. This information is being updated; however, preliminary indications are that the number will exceed 50 municipalities.
- (b) There are 168 municipalities in financial distress as per the State of Local Government Finances and Financial Management Report.
- (c) 96 municipalities have passed unfunded budgets for 2024/25 financial year:

- (d) 129 municipalities had their conditional grants withheld due to failure to spend the grant within 2023/24 financial year.

Amongst the most common reasons for poor municipal financial performance include, mismanagement of municipal funds, lack of a sound financial control environment, failure to follow SCM processes and procedures, a shortage of appropriate qualified and skilled personnel, political interference in municipal administration, unfunded budgets, lack of consequence management, increasing UIFW expenditure, poor revenue collection and tariff setting, inadequate implementation of credit control measures and failure to adapt to a changing economic environment.

4. FRP DEVELOPMENT

The FRP is the primary turnaround tool used when a mandatory S139(5) intervention is invoked in a municipality. For this reason, the development of the FRP must be aligned to the root causes of failure in a municipality to assist the municipality in resolving its financial challenges and improving basic service delivery.

The development of FRPs follows a three-phased approach to allow for strategic implementation of the FRP by the municipality. The three phases include a Rescue Phase (a short-term phase of approximately 6-8 months focusing on a limited set of activities), a Stabilisation Phase (a longer term phase of approximately 18 to 24 months focusing on addressing the underlying issues) and a Sustainability Phase (intended to ensure that prior to exiting an intervention, the basics are in place to ensure improved and sustained financial and service delivery performance). In each phase, activities are identified for implementation. Activities must comply with SMART principles.

In addition to the phased approach, the development of FRPs must follow a multi-disciplinary approach. The current framework for FRP development includes an assessment of the state of governance in the municipality, the configuration of the organisational structure and other institutional matters, current state of service delivery and financial performance / condition. It is therefore important that bidders ensure that the proposed team/s includes experts with practical management and working experience in local government (municipality) in South Africa and skilled in the areas of municipal governance and legal services, institutional design and arrangements, service delivery and financial management.

Successful bidders will be invited to a session to discuss FRP development in more detail.

5. OVERALL OBJECTIVES:

The overall objective of this assignment is to assist the MFRS unit in preparing FRPs for municipalities in financial distress or in financial crisis. The number and frequency of FRPs to be developed will depend on the number of requests received from Provinces. Upon receipt of a request, the MFRS unit will evaluate the request and if approved, a Request for Quotation (RFQ) will be submitted to all successful bidders on the panel. Service Providers will all have an equal opportunity to compete, however, please note that the number of FRPs to be allocated to service providers under one RFQ will be determined by the MFRS unit together with the SCM unit in NT in line with the National Treasury approved supply chain management policy and applicable statutory prescripts.

The MFRS unit also reserves the right to decide on distribution of work amongst service providers on the panel and will determine the relevant municipality or municipalities to be assisted by a service provider(s) in line with the National Treasury approved supply chain management policy and applicable statutory prescripts.

6. SCOPE OF WORK:

The scope of work for FRP development generally includes:

(a) Development of a Status Quo Assessment

Before the development of an FRP, it is important that a thorough assessment be undertaken to identify the root causes of the problem/s in the municipality. In developing a status quo assessment, the following must be done:

- Identify, collate and analyze all information, records and documents necessary for the conducting of the status quo assessment.
- Assess the municipality's current financial status and determine the state of basic services provision in the area of jurisdiction of the municipality.
- Undertake a diagnostic analysis on the governance and institutional arrangements of the municipality to determine the extent to which they underpin the financial and service delivery challenges.
- Examine changes in the socio-economic environment of the municipality to determine the extent to which the external environment is affecting the performance of the municipality.
- Identify the root causes of problems through the availability of existing documentation, engagements with the municipal administration, consultation with the municipal council and other stakeholders when required.
- Document findings and consult with the municipality and any relevant stakeholder to inform the reasons for the crisis and the municipality's financial state including state of service delivery and on the accuracy and validity of these findings.
- Present progress and outcomes of analysis of information, documents and records including on the draft financial recovery plan as and when required. Finalise a status quo assessment report for submission by the Municipal Financial Recovery Service to the MEC for Finance in the province in a provincial intervention and Minister of Finance in a national intervention.

The timeframe for the completion of this task is 5 weeks from the date of signing of a Service Level Agreement between the National Treasury and the Service Provider.

(b) Preparation of the Financial Recovery Plan and Implementation Plan

The preparation of the FRP takes place once the Status Quo Assessment is completed. The Service Provider will use the information in the Status Quo Assessment Report to identify the potential solutions available to the municipality to improve its financial and service delivery performance. In developing the FRP the following must be considered:

- Identify the key areas contributing to the crisis in the municipality and ensure that appropriate strategies are recommended which are aligned to the root causes of the municipal crisis.
- Consult with the municipality's principal suppliers and creditors to the extent they can be reasonably contacted, consult with the MEC for Finance and local government including organized labour.
- Take into consideration any financial recovery plan that has previously been prepared for the municipality and any proposals that may be advanced by the municipality or any creditor of the municipality.
- Design the financial recovery plan to place the municipality in a sound and sustainable financial condition as soon as possible. State the principal strategic objectives of the plan, and ways and means for achieving those objectives in line with the three phased approach to preparation of the FRP.
- Identify human and financial resources needed to assist in resolving financial problems and where those resources will come from.

- Describe the anticipated timeframe for financial recovery and milestones to be achieved.
- Set out specific strategy for addressing the municipality's financial problems/crisis including a strategy for reducing unnecessary expenditure and increasing the collection of revenue as may be necessary.
- Provide for special measures to prevent unauthorized, irregular and fruitless and wasteful expenditure and other losses.
- Undertake a financial modelling exercise to determine the possible period of recovery and to identify targets by which performance will be measured against for the duration of the intervention in terms of section 142 (2) of the MFMA.
- Changes / Strategies must be disaggregated into activities for inclusion in an implementation plan (these activities must comply with SMART principles and the objectives of the different phases).
- Workshop the proposed changes / strategies with the municipality.
- Consult with all relevant stakeholders provided for under Section 141 of the MFMA.
- Consider any comments received through public participation processes, from the municipality and other stakeholders.

The timeframe for the completion of an FRP is 90 days as per Section 139 (1) (a) (v)(bb) of the MFMA calculated from the date of submission of the status quo assessment by the Municipal Financial Recovery Service to the MEC for Finance. This includes the internal processes that must be followed within the National Treasury for submission of an FRP to the MEC for Finance in a province. To ensure compliance with this deadline which is an indicator in the Annual Performance Plan of the National Treasury, FRPs must be completed by service providers within 70 – 75 days of the Status Quo Assessment being submitted to the MEC for Finance. This will include the necessary stakeholder consultations. The remaining days will be used for FRP processing and quality assurance purposes.

Upon allocation of an award to prepare an FRP, the service provider will be required to submit and present the approach and methodology to be applied to conducting the status quo assessment and the preparation of the financial recovery plan.

(c) Close-out

Prior to the closing-out of a contract / service level agreement, service providers will need to provide a written report to MFRS unit, highlighting challenges experienced, lessons learned as well as identifying the best practice that can be used in the development of future FRPs.

Service providers will also be expected to provide the National Treasury with a record of documents, information and correspondence used in the development of an FRP.

The service provider will also be required to attend any consultation and submit any missing information, records and documents at no extra cost to the National Treasury in the event of a Court application in relation to the preparation of the financial recovery plan.

7. PRICING GUIDE

For each RFQ issued to successful bidders on the panel, a pricing guide will be included. This is intended to narrow the gap in the quotations received from the different service providers and minimise the number of price negotiations which have to be concluded. The pricing guide will take into consideration the category of municipality, the high-level state of affairs in the municipality, any environmental considerations and other factors that warrant consideration.

Where the bidder repudiates or is not interested in an offer, National Treasury reserves the right to make an award to the second qualifying bidder. National Treasury also reserves the right not to make an offer.

8. PERFORMANCE EVALUATIONS

Supplier performance management is viewed by the National Treasury as a critical component of the preparation of financial recovery plans to ensure value for money and realistic and practical FRP's are developed that will progressively assist the municipalities to recover from their financial crisis and failures in the provision of adequate basic services.

Once a project is allocated, the bidder will be required to conclude a service level agreement (SLA) with the national Treasury. The SLA will serve as a tool to measure, monitor, and assess the performance of the service provider and ensure effective delivery of the services, quality and value-add to the core business of the National Treasury.

If the successful bidder does not reach consensus on the SLA, the said service provider will with immediate effect cease to be on the panel.

Once a service provider is eligible to be appointed on the panel, it is assumed that the service provider has the relevant skills, knowledge, experience and qualifications required for the assignment. For each FRP developed an assessment will be undertaken to determine the performance of the service provider in the execution of this assignment. The assessment will include the following:

- Has the service provider submitted information on time for all stages of the process?
- Is the information of the quality expected – are problems identified at the root and is the document well-structured and written in a manner that requires minimal editing / changes by the MFRS team?
- Do the proposed solutions align fully with the root causes?
- Has the service provider availed themselves for the required consultations / meetings, etc.?
- Has the service provider considered all the written inputs of the municipality, creditors, organized labour, structures of government and comments received through public participation process?
- Has the service provider considered any financial recovery plan that has been previously prepared for the municipality?
- Is the principle of legality and rationality complied with in the conducting of the status quo assessment and preparation of the financial recovery plan?
- Does financial modelling demonstrate practical and realist projected recovery processes within the three phased approach of the FRP?
- Has the service provider adhered to the approved Roadmap and the project implementation plan timelines?
- Have any non-compliance letters been issued to the service provider for failing to comply with any aspect of the assignment.

Failure of the service provider to perform at the level required could result in the service provider being taken off the panel.

9. SERVICE PROVIDER PROFILE

The following skills, knowledge, experience and qualifications are essential:

- Ability to work as part of a team.
- Excellent written and verbal communication skills, including presentation skills.
- Ability to manage and direct consultations with different stakeholders, including municipalities resistant to intervention, government departments, local labour forums and municipal creditors.
- Knowledge sharing skills and capacity building skills.
- A thorough understanding of the South African government system, Intergovernmental Relations system, the local government legislative framework and municipal turnaround strategies.
- Resources of bidders must demonstrate both practical management and working experience in local government (municipalities) in South Africa.
- Demonstrated experience in the public sector, particularly related to the development of municipal recovery / turnaround strategies and processes, financial recovery planning, financial management, revenue and expenditure controls, revenue collection, organisational restructuring and human resources, infrastructure and service delivery management, legal and governance management.
- An appropriate minimum qualification and experience as per the table below.

Teams must be constituted as follows:

RESOURCE	MINIMUM QUALIFICATIONS	MINIMUM EXPERIENCE
Project Manager / Project Director	Honours Degree in one or more of the following: <ul style="list-style-type: none"> - Financial management - Public / municipal finance or administration - Economics 	At least minimum 8 years management experience in leading projects related to recovery planning, financial management or interventions at local government level
Municipal Finance / financial management expert	Bachelor's degree in financial management and/or public/municipal finance, and/or accounting	At least minimum 5 years' experience at management level related municipal financial management, municipal finance operations in particular budgeting, revenue and expenditure management, tariff setting, financial modelling, supply chain management, turnaround initiatives, municipal financial position and performance improvement initiatives
Governance and Legal Services Expert	Bachelor's degree in law / B Proc or any other law related degree at bachelor's level	At least minimum 5 years' experience at management level in Governance and legal services, including experience in Oversight, Contract

RESOURCE	MINIMUM QUALIFICATIONS	MINIMUM EXPERIENCE
		management, legislative compliance, bylaws development and enforcement, Powers and Functions, Policy development and standard operating procedures, resolution of litigations, systems of delegations' development, and financial disputes resolutions in municipal environment
Institutional / organizational design Expert	Bachelor's degree in Organisational Development / Human Resources	At least minimum 5 years' experience at management level institutional or organizational restructuring, organisational design, development of job descriptions and grading, staff establishments, performance management, resolution of labour disputes, development of organisational policies and procedures development.
Engineering Specialist	Bachelor's degree in civil engineering, Electrical Engineering, Construction or other relevant qualification	At least minimum 5 years' experience at management level in municipal services infrastructure projects, infrastructure planning and implementation, infrastructure masterplans, maintenance plans development, municipal service delivery standards development and asset management.

10. BRIEFING SESSION

A briefing session will be conducted using Microsoft Teams. To express your interest in joining the session, kindly register on the link provided or alternatively please send an email to NTAdministrativeTenders@treasury.gov.za. The meeting details are as follows:

Date: **20 June 2025**

Time: **10:00-11:00 South African Standard Time (SAST)**

Venue: **MS Teams**

Link: <https://events.teams.microsoft.com/event/c72130bd-e4e6-447c-98ea-b0c7dbad7adb@1a45348f-02b4-4f9a-a7a8-7786f6dd3245>

Note: Kindly also refer to link on eTenders and NT website in case of technological glitches

11. EVALUATION PROCESS

11.1 Pre-Qualification Requirements/Mandatory Requirements

All bids received will be subjected to an administrative evaluation process and if the above-mentioned documentation is not attached, such a bid will be eliminated from further evaluation:

- a) Proof of company registration on Central Supplier Database Registration (CSD).
- b) In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)
- 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 Central Supplier Database Registration (CSD) or both companies CSD are required.
- e) CV's (**template provided ANNEXURE A**) must be signed by the proposed resource and not signed on behalf of the proposed resource. **Unsigned CVs and CVs submitted in a different template will not be considered.** It should be noted that no consideration will be made to any bidder, that has provided profiles for their resources, which are also provided by another competitor in this same bid, this is considered collusive tendering.
- f) Each company must **qualify for all 5 (five) disciplines per individual CV**. Failure for a company to meet the set minimum threshold of 60% on any of the disciplines will lead to disqualification.

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) Copies of qualifications of personnel should be certified within the last six (6) months and should submit their **highest qualification** only, and in a case of foreign qualifications it is the responsibility of the bidder to ensure **SAQA accreditation is confirmed** and submitted.
- c) Companies should limit the number of CVs to 3 per category, in the case where more than 3 CVs are submitted, only the first three will be evaluated.

11.2 Technical Evaluation Criteria for CVs

As part of the technical evaluation, companies will be required to provide evidence of work done by the company in either the field of municipal turnaround or financial recovery. Letters of reference from municipalities, provincial or national government departments will also be accepted. All bidders are required to submit a minimum of one (1) CV or a maximum of three (3) CVs of the proposed candidates per discipline (Project Manager/Director, Municipal Finance/financial management expert, Governance and Legal Service expert, Institutional/organizational design expert, and Engineering Specialist).

No more than three (3) CVs per discipline will be considered. Should a bidder submit more than 3 CVs, only the first 3 will be evaluated. Bidders should submit copies of qualifications attached to the CV. Failure to submit CV's and copies of qualifications will lead to the CV's not being evaluated.

Technical Evaluation Criteria on CVs will be as follows:

No	Evaluation Criteria	Weights	Scoring Criteria
1	Project Manager/Director		

1.1	At least honours degree in financial management and/or public finance and/or business economics.	20	5= PhD (NQF 10) or higher 4= Masters degree (NQF 9) 3= Honours degree or Post Graduate Diploma (NQF 8) 2 = Bachelors' Degree/ Advance Diploma (NQF 7) 1 = National Diploma/(NQF6) or or less
1.2	At least minimum 8 years' management experience in local government or in the local government environment leading projects related to municipal turnaround, municipal recovery planning and financial management.	30	5 = 11 or more years relevant experience 4 = 9 to 10 years relevant experience 3 = 8 years relevant experience 2 = 5 to 7 years relevant experience 1= less than 4 years' experience
1.3	At least minimum 5 years' experience in managing projects multi-stakeholder projects	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
1.4	At least minimum 8 years' experience at management level leading projects related to municipal turnaround, municipal interventions, or municipal recovery processes	30	5 = 11 or more years relevant experience 4 = 9 to 10 years relevant experience 3 = 8 years relevant experience 2 = 5 to 7 years relevant experience 1= less than 4 years' experience
	Total	100	
	Minimum Threshold	60	
2	Municipal Finance/Financial Management Expert		
2.1	Bachelor's degree in financial management and/or public/municipal finance and/or accounting or relevant field	20	5= Masters degree (NQF 9) or higher 4=Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
2.2	At least minimum 5 years' management experience at local government or within	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience

	the local government environment		3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
2.3	At least minimum 5 years' management experience in municipal financial management, municipal finance operations in particular budgeting, revenue and expenditure management, supply chain management, municipal financial position and performance improvement initiatives.	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
2.4	At least 5 years' management experience in financial recovery strategies / financial turnaround at local government level	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	
	Minimum Threshold	60	
3	Governance and Legal Services Expert		
3.1	At least a Bachelor's Degree in law / B Proc or any other law related degree at bachelor's level	20	5= Masters degree (NQF 9) or higher 4=Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
3.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
3.3	At least minimum 5 years' experience in local municipal governance or legal services including but not limited to Oversight, policy development and / or policy analysis, development of standard operating procedures and policies, contract management, Contract	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience

	management, Powers and Functions, Legislative compliance, by-laws development and enforcement, dealing with litigation and dispute resolution		
3.4	At least minimum 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1 = less than 2 years' experience
	Total	100	
	Minimum Threshold	60	
4	Institutional/organizational design expert		
4.1	At least minimum a Bachelor's degree in Organisational Development / Human Resources	20	5= Masters degree (NQF 9) or higher 4= Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
4.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
4.3	At least minimum 5 years' experience at municipal level in institutional or organizational restructuring, review and development of organisational structures, development of job descriptions and job grading, evaluating staff establishments, labour relations and human resource related matters.	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
4.4	At least minimum 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	

	Minimum Threshold	60	
5	Engineering Specialist		
5.1	At least a Bachelors Degree in Civil Engineering, Electrical Engineering, Built environment, or other relevant qualification	20	5= Masters degree (NQF 9) or higher 4= Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
5.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
5.3	At least minimum 5 years' experience in municipal infrastructure services, infrastructure projects, infrastructure planning and implementation, infrastructure masterplans, maintenance plans development, municipal service delivery standards development and asset management	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
5.4	At least 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	
	Minimum Threshold	60	

Each company must qualify for all 5 (five) disciplines per individual CV. Failure for a company to meet the set minimum threshold of 60% on all five (5) of the disciplines, the bid will be disqualified for further evaluation.

All resources across the 5 disciplines must provide and sign a letter of consent, commitment and availability for the preparation of the financial recovery plan which letters must be submitted together with the bid to be included in the panel. The letter must not be older than one month before submission of the bid.

All proposed resources must have in-depth working experience in South African municipalities.

All resources currently appointed as technical advisors in the Municipal Financial Recovery Service do not qualify to be included in the bid unless they resign from their current contract on awarding of these bids.

Any bid by a company owned (either through a shareholding or directorship) by a resource currently appointed by the Municipal Financial Recovery Service will be disqualified to eliminate conflict of interest. Government officials are also excluded from bidding for this project.

12. PREFERENCE POINT SYSTEM

In terms of Preferential Procurement Regulations 2022, Regulation 5(1) the applicable Preference Point System for this tender is **90/10, Price (90), and Specific Goals (10)**. In terms of Regulation 5 (2-5) 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.

12.1 SPECIFIC GOALS

For this tender, the bidder 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.	The company owned by Historically Disadvantaged Individuals (HDI) (Black). <ul style="list-style-type: none"> 100% company owned by HDI (blacks) = 5 points 75% - 99% company owned by HDI (blacks) = 3 points 60% - 74% company owned HDI (blacks) = 2 point 51%- 59% company owned by HDI (blacks) = 1 point 0 - 50% company owned by HDI (blacks) = 0 point 	5 points	Proof of claim as declared on S BD 6.1 (one or more of the following will be used verifying the tenderer's status: <ul style="list-style-type: none"> Company Registration Certification/document (CIPC) Company Shareholders certificate Certified identification documentation of company director/s CSD report/ CSD registration number (MAAA number)
2.	The company owned by Women. <ul style="list-style-type: none"> 100% company owned by women = 5 points 75% - 99% company owned by women = 3 points 60% - 74% company owned by women = 2 point 51%- 59% company owned by women = 1 point 0 - 50% company owned by women = 0 point 	5 points	<ul style="list-style-type: none"> 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).

#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
			<ul style="list-style-type: none"> Agreement for a Consortium, Joint Venture, or Trust.

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

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.

13. MONITORING AND REPORTING:

The appointment and management of the panel of service providers will be coordinated through the Municipal Finance Recovery Services unit located within the Inter-governmental Relations Division of the National Treasury.

All service provider(s) on the panel will for the duration of the preparation of the allocated FRPs report directly to the Municipal Finance Recovery Service unit.

It is expected that service provider(s) will avail themselves to discuss progress or other matters related to FRP development at any time either virtually, telephonically or in person. Whilst all attempts will be made to provide ample notice of meetings, meetings with the affected municipalities are sometimes cancelled or postponed on very short notice by the municipality. Follow-up meetings to be arranged will as far as possibly try to consider travel times, availability of the service provider(s) and other related issues, however, follow-up meetings will have to be scheduled around the availability of the majority of stakeholders required for that meeting. The successful bidder will be expected to provide services as and when required and acknowledges that their appointment to the panel does not guarantee allocation of work. Work will be allocated to service providers on a rotational basis to promote fair and reasonable distribution. This rotational allocation will take into account the pricing submitted in response to each Request for Quotation (RFQ), the outcomes of any applicable price negotiations, and the service provider's performance.

National Treasury reserves the right to appoint or not to appoint during the RFQ process.

The service provider(s) must provide a detailed project implementation plan for the preparation of every FRP allocated to the service provider(s). This project implementation plan must be aligned to the timeframes specified in Section 6 of this document. Delays in deliverables by the service provider(s) will delay the FRP process and affect compliance. Service providers who continuously submit deliverables after the due date and non-adherence to the service level agreements will be issued with non-compliance letters and may be taken off the panel. Any amendment to a project implementation plan will only become effective after the approval by the MFRS unit.

Any changes to the project team must be communicated immediately to the MFRS unit for consideration and approval in line with the minimum requirements as stipulated in Item 11 herein-above for technical evaluation criteria in respect of project team members. If a new

resource is brought on board during preparation of the financial recovery plan, the resource must be vetted and approved by the MFRS unit before that resource may commence on a project.

Failure to replace a resource that meets the minimum requirements is a ground for termination of the award.

14. TIMESCALE:

The period of this appointment will be for a period not exceeding 3 years from the date of appointment, subject to annual review of the assignment and the availability of funding.

ANNEXURE A

CURRICULM VITAE OF INDIVIDUAL TEAM MEMBER

1. PERSONAL DETAILS

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

2. QUALIFICATIONS

Only highest relevant and completed qualification(s) obtained to be listed below.

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

- Copies of qualifications must be attached.
- International qualifications must be accompanied by SAQA accreditation. Non-submission of a SAQA accreditation certificate will result in allocation of the lowest score.
- Candidates with non-relevant qualifications will NOT BE ASSESSED FURTHER.

3. 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*)

Position Held		
Employer's Name		
Description of your duties		
Highlight previous relevant experience		
Start	End	Total No of years and completed months of experience relevant to the bid specifications
MM/YY	MM/YY	Years

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Position Held		
Employer's Name		
Description of your duties		
Highlight previous relevant experience		
Start	End	Total No of years and completed months of experience relevant to the bid specifications
MM/YY	MM/YY	Years

4. SUMMARY OF WORK EXPERIENCE

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

5. REFEREES

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.

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: _____

Pricing schedule per Municipal Category

Municipal Category	Description	Example	Total number of Municipalities No:	Disbursement 10%	MFRP unit price including VAT and Disbursements
Metropolitan Municipality (Category A)	Large urban centers with exclusive municipal authority.	City of Johannesburg , City of Cape Town .	8		
District Municipality (Category C)	Covers multiple local municipalities in a district and provides shared services.	Ehlanzeni District Municipality, Cape Winelands District Municipality	44		
Local Municipality (Category B)	Falls within a district municipality and shares responsibilities with it.	Stellenbosch Local Municipality, Polokwane Local Municipality	205		
				Grand total	
	<ul style="list-style-type: none"> • fees will be negotiated as and when a need arises based on the rates submitted in the proposals • bidder to provide bill of pricing per category • Disbursement will be paid in line with the National Treasury cost containment measures and trips (if any) will be pre-approved by National Treasury. 				



Special Conditions of Contract

NT007-2025

APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

CLOSING DATE: 04 JULY 2025 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 60% required. Bidders that do not meet the minimum functionality threshold of 60% 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

No	Evaluation Criteria	Weights	Scoring Criteria
1	Project Manager/Director		
1.1	At least honours degree in financial management and/or public finance and/or business economics.	20	5= PhD (NQF 10) or higher 4= Masters degree (NQF 9) 3= Honours degree or Post Graduate Diploma (NQF 8) 2 = Bachelors' Degree/ Advance Diploma (NQF 7) 1 = National Diploma/(NQF6) or or less
1.2	At least minimum 8 years' management experience in local government or in the local government environment leading projects related to municipal turnaround, municipal recovery planning and financial management.	30	5 = 11 or more years relevant experience 4 = 9 to 10 years relevant experience 3 = 8 years relevant experience 2 = 5 to 7 years relevant experience 1= less than 4 years' experience

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1.3	At least minimum 5 years' experience in managing projects multi-stakeholder projects	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
1.4	At least minimum 8 years' experience at management level leading projects related to municipal turnaround, municipal interventions, or municipal recovery processes	30	5 = 11 or more years relevant experience 4 = 9 to 10 years relevant experience 3 = 8 years relevant experience 2 = 5 to 7 years relevant experience 1= less than 4 years' experience
	Total	100	
	Minimum Threshold	60	
2	Municipal Finance/Financial Management Expert		
2.1	Bachelor's degree in financial management and/or public/municipal finance and/or accounting or relevant field	20	5= Masters degree (NQF 9) or higher 4=Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
2.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
2.3	At least minimum 5 years' management experience in municipal financial management, municipal finance operations in particular budgeting, revenue and expenditure management, supply chain management, municipal financial position and performance improvement initiatives.	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
2.4	At least 5 years' management experience in financial recovery	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience

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	strategies / financial turnaround at local government level		3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1 = less than 2 years' experience
	Total	100	
	Minimum Threshold	60	
3	Governance and Legal Services Expert		
3.1	At least a Bachelor's Degree in Law / B Proc or any other Law related degree at bachelor's level	20	5= Masters degree (NQF 9) or higher 4=Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
3.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
3.3	At least minimum 5 years' experience in local municipal governance or legal services including but not limited to Oversight, policy development and / or policy analysis, development of standard operating procedures and policies, contract management, Contract management, Powers and Functions, Legislative compliance, by-laws development and enforcement, dealing with litigation and dispute resolution	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
3.4	At least minimum 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	
	Minimum Threshold	60	
4	Institutional/organizational design expert		

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4.1	At least minimum a Bachelor's degree in Organisational Development / Human Resources	20	5= Masters degree (NQF 9) or higher 4= Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
4.2	At least minimum 5 years' management experience at local government or within the local government environment	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
4.3	At least minimum 5 years' experience at municipal level in institutional or organizational restructuring, review and development of organisational structures, development of job descriptions and job grading, evaluating staff establishments, labour relations and human resource related matters.	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
4.4	At least minimum 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	
	Minimum Threshold	60	
5	Engineering Specialist		
5.1	At least a Bachelors Degree in Civil Engineering, Electrical Engineering, Built-environment, or other relevant qualification	20	5= Masters degree (NQF 9) or higher 4= Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1= Matric or less
5.2	At least minimum 5 years' management experience	20	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience

NT007-2025: APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

	at local government or within the local government environment		3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
5.3	At least minimum 5 years' experience in municipal infrastructure services, infrastructure projects, infrastructure planning and implementation, infrastructure masterplans, maintenance plans development, municipal service delivery standards development and asset management	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
5.4	At least 5 years' experience in municipal turnaround or recovery strategies	30	5 = 8 or more years relevant experience 4 = 6 to 7 years relevant experience 3 = 5 years relevant experience 2 = 3 to 4 years relevant experience 1= less than 2 years' experience
	Total	100	
	Minimum Threshold	60	

Each company must qualify for all 5 (five) disciplines per individual CV. Failure for a company to meet the set minimum threshold of 60% on any of the disciplines, the bid will be disqualified for further evaluation.

All resources across the 5 disciplines must provide and sign a letter of consent, commitment and availability for the preparation of the financial recovery plan which letters must be submitted together with the bid to be included in the panel. The letter must not be older than one month before submission of the bid.

All proposed resources must have in-depth working experience in South African municipalities.

All resources currently appointed as technical advisors in the Municipal Financial Recovery Service do not qualify to be included in the bid unless they resign from their current contract on awarding of these bids.

Any bid by a company owned (either through a shareholding or directorship) by a resource currently appointed by the Municipal Financial Recovery Service will be disqualified to eliminate conflict of interest. Government officials are also excluded from bidding for this project.

TERMS AND CONDITIONS

- 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.
- National Treasury reserves the right not to make any appointment(s).
- Work will be allocated to service providers on a rotational basis to promote fair and reasonable distribution. This rotational allocation will take into account the pricing submitted in response to each Request for Quotation (RFQ), the outcomes of any applicable price negotiations, and the service provider's performance.
- National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.

2. EVALUATION CRITERIA

a) In terms of regulation 5 (1) 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 90/10-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 points)
- Specific goals (maximum 10 points)

b) The following formula will be used to calculate the points for price in respect of bidders with a Rand value above R50 000 000:

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

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 10 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 PREFERENCE POINTS

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 90/10 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: 90/10 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.)

Table 2: Specific Goals Criteria

#	Specific goals	Score	Required proof / documents to be submitted for evaluation purposes
1.	The company owned by Historically Disadvantaged Individuals (HDI) (Black). <ul style="list-style-type: none"> 100% company owned by people who are Black (HDI) = 10 points 75% - 99% company owned by people who are Black (HDI) = 8 points 60% - 74% company owned by people who are Black (HDI) = 6 points 51%- 59% company owned by people who are Black (HDI) = 3 point 0 - 50% company owned by people who are Black (HDI) = 0 point 	5 points	Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status: <ul style="list-style-type: none"> Company Registration Certification/document (CIPC) 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.	The company owned by Women. <ul style="list-style-type: none"> 100% company owned by women = 5 points 75% - 99% company owned by women = 3 points 60% - 74% company owned by women = 2 point 51%- 59% company owned by women = 1 point 	5 points	

#	Specific goals	Score	Required proof / documents to be submitted for evaluation purposes
	<ul style="list-style-type: none"> 0 - 50% company owned by women = 0 point 		

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

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.

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.

- The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- Bidders are requested to complete the various specific goals forms in order to claim points.
- Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- The 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.
- Points scored will be rounded off to the nearest 2 decimals.
- 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.
- 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.

- Proof of company registration on Central Supplier Database Registration (CSD).
- In the case of a Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted (which will be verified)
- 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 Central Supplier Database Registration (CSD) or both companies CSD are required.
- e) CV's (**template provided ANNEXURE A**) must be signed by the proposed resource and not signed on behalf of the proposed resource. **Unsigned CVs and CVs submitted in a different template will not be considered.** It should be noted that no consideration will be made to any bidder, that has provided profiles for their resources, which are also provided by another competitor in this same bid, this is considered collusive tendering.
- f) Each company must qualify for all 5 (five) disciplines per individual CV. Failure for a company to meet the set minimum threshold of 60% on any of the disciplines will lead to disqualification.

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) Copies of qualifications of personnel should be certified within the last six (6) months and should submit their **highest qualification** only, and in a case of foreign qualifications it is the responsibility of the bidder to ensure **SAQA accreditation is confirmed** and submitted.
- c) Companies should limit the number of CVs to 3 per category, in the case where more than 3 CVs are submitted, only the first three will be evaluated.

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. SUBMISSION OF BIDS

9.1 ONLINE BID SUBMISSION

- 9.1.1 Bidders must submit their bids online through the e-Tender Publication portal.
- 9.1.2 Manual or hardcopy bids are **NOT** acceptable.
- 9.1.3 The online e-Tender publication portal can be accessed on the following link:
<https://www.etenders.gov.za/>
- 9.1.4 The link for online bid submission tutorial is attached as <https://youtu.be/B7pNseNJYHM>
- 9.1.5 Bidders must ensure that bids are uploaded onto the system by the stipulated date and time.
- 9.1.6 If a bid is late and or loaded incorrectly by the closing date, it will not be accepted and receive further consideration.
- 9.1.7 Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth, or the size of the number of uploads they are submitting. National Treasury will not be held liable for any challenges experienced by bidders as a result of their technical challenges. Please do not wait for the last hour to submit. Queries sent on the closing date will not be considered, queries should be sent at least a day before the closing date to prevent issues of not receiving assistance and National Treasury will not be held liable resulting in non-submission.
- 9.1.8 Bidders to adhere to all the rules for the online bid submission.

10. BRIEFING SESSION

A briefing session will be conducted using Microsoft Teams. To express your interest in joining the session, kindly register on the link provided or alternatively please send an email to NTAdministrativeTenders@treasury.gov.za. The meeting details are as follows:

Date: **20 June 2025**

Time: **10:00-11:00 South African Standard Time (SAST)**

Venue: **MS Teams**

Link: **Kindly refer to link on TOR, eTenders and NT website**

11. LATE BIDS

Bids received after the closing date and time will **NOT** be accepted for consideration.

12. 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.

13. 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.

14. FRONTING

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 an enquiry/investigation, the onus will be on the bidder /

NT007-2025: APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

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.

15. TIMEFRAMES AND FORMAL CONTRACT

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

16.1 FUNCTIONALITY/TECHNICAL PROPOSAL

Bid No: **NT007-2025:**

Description: APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

Bid closing date and time: **04 JULY 2025 AT 11H00AM**

16.2 PRICE/ FINANCIAL PROPOSAL

Bid No: **NT007-2025**

Description: APPOINTMENT FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

Bid closing date and time: **04 JULY 2025 AT 11H00AM**

17. CONTACT DETAILS

For General enquiries: NTAdministrativeTenders@Treasury.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO: NT007-2025

CLOSING TIME 11:00 AM ON 04 JULY 2025

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 FOR A PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS TO ASSIST THE MUNICIPAL FINANCIAL RECOVERY SERVICES UNIT WITH THE PREPARATION OF FINANCIAL RECOVERY PLANS AS AND WHEN REQUIRED

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

Municipal Category	Description	Example	Total number of Municipalities:	Disbursement 10%	MFRP unit price including VAT and Disbursements
Metropolitan Municipality (Category A)	Large urban centers with exclusive municipal authority.	City of Johannesburg, City of Cape Town .	8		
District Municipality (Category C)	Covers multiple local municipalities in a district and provides shared services.	Ehlanzeni District Municipality, Cape Winelands District Municipality	44		
Local Municipality (Category B)	Falls within a district municipality and shares responsibilities with it.	Stellenbosch Local Municipality, Polokwane Local Municipality	205		
				Grand total	

	<ul style="list-style-type: none">• fees will be negotiated as and when a need arises based on the rates submitted in the proposals• bidder to provide bill of pricing per category• Disbursement will be paid in line with the National Treasury cost containment measures and trips (if any) will be pre-approved by National Treasury.
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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 90/10 system for requirements with a Rand value of above 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 90/10 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	90
SPECIFIC GOALS	10
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 90/10 PREFERENCE POINT SYSTEM

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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 90/10 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
<p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> • 100% company owned by people who are Black (HDI) = 10 points • 75% - 99% company owned by people who are Black (HDI) = 8 points • 60% - 74% company owned by people who are Black (HDI) = 6 points • 51%- 59% company owned by people who are Black (HDI) = 3 point • 0 - 50% company owned by people who are Black (HDI) = 0 point 	5 points	
<p>The company owned by Women.</p> <ul style="list-style-type: none"> • 100% company owned by women = 5 points • 75% - 99% company owned by women = 3 points • 60% - 74% company owned by women = 2 point • 51%- 59% company owned by women = 1 point • 0 - 50% company owned by women = 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:

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 | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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.

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: