



provincial treasury

Department:
Provincial Treasury
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Second Floor, Garona Building, Mmabatho
Private Bag X2060
MMABATHO 2735
www.treasury.nwpg.gov.za

Enquiries: T Mkhize
Tel: 018 388 4060
Fax:
Email: tmkhize@nwpg.gov.za

FINANCIAL MANAGEMENT SERVICES

DEPARTMENTAL SUPPLY CHAIN MANAGEMENT

INVITATION TO BID

NWDF 01/2026 - APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE (3) YEARS.

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).
3. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope and be deposited in the tender box before the closing date and time. The tender box is situated at **Second Floor, Provincial Treasury, CFO Section, Supply Chain Management, Garona Building, Dr. James Moroka Drive, Mmabatho, 2735**
4. Kindly receive attached the following bid documents:
 - **Terms of Reference**
 - **SBD 1 - Invitation to Bid Form**
 - **SBD 4 - Declaration of Interest**
 - **SBD 6.1 - Declaration in terms of the Preferential Procurement Regulations**
 - **Annexure A – Technical expert panel application cover page**

APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE YEARS

- Annexure B1 – B4 Technical evaluation annexures
- General Conditions of Contract (GCC)

5. Duly completed and signed original bid documents should be sealed in an envelope marked:

BID NO : NWDF 01/2026

BID DESCRIPTION : NWDF 01/2026 - APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE YEARS

CLOSING DATE : 15th MAY 2026

CLOSING TIME : 11H00 AM

6. Department of Provincial Treasury reserves the right to accept or reject any bid.

7. For more information please contact the following:

Email address : TMkhize@nwpg.gov.za AND Iramathape@nwpg.gov.za

8. BID CONDITIONS

- Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- Bids will be valid for a period of 120 days.
- All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official. No telegraphic, e- mailed or facsimile bids will be considered.



MR. N.I. KUNENE
ACCOUNTING OFFICER



DATE:

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF
PROVINCIAL TREASURY

BID NO: NWDF01/2026 CLOSING DATE: 15 MAY 2026 CLOSING TIME: 11:00 AM

DESCRIPTION: NWDF01/2026 - APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE (3) YEARS.

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7.2)

BID DOCUMENTS MAY BE DELIVERED AT:

SUPPLY CHAIN MANAGEMENT OFFICE,
2nd FLOOR, GARONA BUILDING,
DR. JAMES MOROKA DRIVE,
MMABATHO
2735

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODE..... NUMBER.....

APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE (3) YEARS.



provincial treasury

Department:
Provincial Treasury
North West Provincial Government
Republic of South Africa

TERMS OF REFERENCE

APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF THREE (3) YEARS.

1. INTRODUCTION

The Provincial Treasury seeks to establish a panel of suitably qualified, skilled, and experienced professionals to provide specialised support services for municipal interventions, including both mandatory and voluntary Financial Recovery Plans (FRPs). These Terms of Reference outline the required qualifications, competencies, and experience, as well as the scope of work to be undertaken. They further set out the applicable contractual conditions, deliverables, and working arrangements that will govern the engagement of service providers.

2. CONTEXT AND BACKGROUND

The Provincial Executive Council (EXCO), in exercising its constitutional oversight and intervention mandate, invoked mandatory provincial interventions in terms of Section 139(5)(a) and (c) of the Constitution, read together with section 139 of the MFMA in seven (7) municipalities, namely Naledi, Madibeng, Kgetlengrivier, Tswaing, City of Matlosana, Ramotshere Moiloa and Dr Ruth Segomotsi Mompati District Municipality. In addition to mandatory interventions, Maquassi Hills and Mamusa Local Municipalities voluntarily adopted Financial Recovery Plans. These voluntary FRPs were implemented as preventative and proactive support measures, aimed at addressing emerging financial risks before the municipalities deteriorated into severe financial distress warranting mandatory intervention.

These interventions were necessitated by persistent and material financial crisis, characterised by chronic cash flow constraints, unfunded and unrealistic budgets, escalating unauthorised, irregular, fruitless and wasteful expenditure (UIF&W), weak governance arrangements, and the municipalities' inability to meet basic service delivery and creditor obligations.

In line with Section 139(5)(a) of the Constitution, the invocation of the intervention required the imposition of mandatory Financial Recovery Plans (FRPs) on the affected municipalities. The FRPs were designed and approved to restore financial stability, enforce fiscal discipline, strengthen institutional capacity, and service delivery. The imposed FRPs became a legally binding instruments, obligating municipalities to implement specific recovery measures under provincial supervision to address the identified financial and governance failures.

Further to this, Section 139(5)(c) of the Constitution empowers the Provincial Executive to assume responsibility for the implementation of the Financial Recovery Plan where a municipality lacks the capacity or will to implement the plan effectively. Based on diagnostic assessments undertaken by the Provincial Treasury, it was established that the above mentioned municipalities placed under the mandatory intervention did not possess either the will or requisite institutional, technical, and governance capacity to independently implement the imposed FRPs. This capacity deficit as well as the commitment or will to implement the FRP, necessitated the appointment and deployment of Provincial Executive Representatives (PERs) as direct representatives of EXCO to assume responsibility for overseeing and driving the implementation of the FRPs on behalf of the Province. The PERs were therefore appointed as part of the constitutional intervention architecture to operationalise Section 139(5)(c), ensuring that the intent and objectives of the imposed FRPs were realised. Acting as EXCO's delegated representatives, PERs were mandated to coordinate, oversee, and monitor the implementation of FRP activities, strengthen accountability within municipal governance structures and provide strategic guidance to municipal leadership.

The FRP Impact Assessment conducted by the Department revealed that, despite nearly two years of implementation, overall progress across several municipalities remained below expectations. Structural weaknesses, persistent governance failures, limited institutional ownership of the recovery process, and over-reliance on external support continued to undermine the effectiveness and sustainability of the interventions. These findings prompted the Department to critically reassess the intervention model and recalibrate its approach to ensure stronger accountability, clearer role delineation, and accelerated financial recovery outcomes.

To address these challenges, there is a need for a structured panel of technical experts that can be deployed flexibly across municipalities, ensuring consistency, quality, and continuity of support. The panel will operate as a multidisciplinary intervention team, comprising expertise across key functional areas including financial management, Institutional Development,

Governance and Service Delivery. This integrated approach is critical to addressing the interconnected nature of municipal financial and operational challenges.

3. OVERALL OBJECTIVE

The primary objective of the panel is to provide coordinated, multidisciplinary, and hands-on technical support to municipalities to enable the effective implementation of Financial Recovery Plans and the broader Municipal Financial Recovery Services (MFRS) function. The appointment seeks to achieve the following:

- Strengthen sustained institutional capacity within municipalities to implement and maintain Financial Recovery Plans beyond the period of intervention
- Improve financial management practices, including budgeting, revenue collection, expenditure control, financial reporting and cash flow management
- Enhance governance and oversight mechanisms, including strengthening the roles of municipal councils, Council oversight committees, audit committees, and internal control systems
- Accelerate the implementation of Financial Recovery Plans through targeted technical support and ongoing monitoring
- Restore financial sustainability, including improved liquidity, reduced creditor exposure, and enhanced financial performance indicators
- Improve compliance with applicable legislative frameworks, particularly the Municipal Finance Management Act (MFMA)
- Support the delivery of sustainable and improved municipal services, ensuring that financial recovery translates into tangible service delivery outcomes

4. SCOPE OF WORK

The Scope of Work for the appointed panel of technical experts is informed by the need to provide structured, coordinated, and outcome-driven support to municipalities undergoing financial distress. This support is anchored in the Municipal Financial Recovery Services (MFRS) function and is aimed at strengthening the development, implementation, and monitoring of FRPs as key instruments for restoring financial sustainability.

Focus Area	Key Activities
Development of Financial Recovery Plans (FRPs)	<ul style="list-style-type: none"> • Status quo assessments: conduct a municipal status quo assessment in each municipality to inform the development of voluntary and discretionary financial recovery plans, which must cover the following areas:

Focus Area	Key Activities
	<p>finances, governance, institutional arrangements and service delivery.</p> <ul style="list-style-type: none"> • Preparation of FRPs inputs including working sessions with municipalities. • Collation of different FRP inputs and consolidation of FRP. • Stakeholder engagements: Engage with the Provincial Departments of Co-operative Governance, the Provincial Treasuries, municipal creditors, employee organisations and municipal leadership in the development and finalisation of FRPs. • Revise the framework for the Financial Recovery Plan.
Monitoring implementation of an FRPs	<ul style="list-style-type: none"> • Ensure that monthly progress reports by municipalities on the implementation of the FRP are submitted by the due date. • Follow up any non-compliance with reporting timeframes. • Verify the information on reports submitted to ensure that reporting is a true reflection of actual progress. • Conduct quarterly audits on the municipality's portfolio of evidence to verify progress and prepare a report on findings. • Report all areas of slow progress and non-compliance for escalation within the National Treasury. • Ensure that FRPs are regularly reviewed and updated. • Prepare management reports on the status of FRP implementation in municipalities.
Capacity building and technical support	<ul style="list-style-type: none"> • Assist with the building of capacity at municipalities to implement and monitor the FRPs. • Assist municipalities with reporting challenges on FRP templates. • Provide technical support to municipalities in the implementation of the financial recovery plans • Assist in the provision of technical support relating to organisational design/development, legal services,

Focus Area	Key Activities
	<p>specific financial management and infrastructure related support to municipalities.</p> <ul style="list-style-type: none"> • Conduct research into best practice in resolving municipal financial problems and provide support with the implementation of appropriate interventions; • Develop and update monitoring tools and benchmarks; • Provide general advice, support on financial management reforms and any other ancillary activities to assist the MFM unit as and when required.

5. ROLES AND RESPONSIBILITIES OF THE PANEL

To effectively support municipalities in implementing Financial Recovery Plans (FRPs), the panel shall comprise suitably qualified and experienced multidisciplinary professionals across the categories outlined below. Municipal financial distress is inherently multi-dimensional, often involving weaknesses in financial management, governance, institutional capacity, infrastructure planning, and legal compliance. Accordingly, the panel is designed to provide integrated, hands-on technical support, ensuring that FRP implementation is practical, coordinated, and sustainable. In addition to implementation support, all experts will be required to incorporate a capacity-building and skills transfer approach, ensuring that municipal officials are empowered to sustain improvements beyond the intervention period.

Category 1: Accounting, Financial Management and Reporting - This category forms the core of the FRP intervention, focusing on restoring financial stability, strengthening financial governance, and improving compliance with the MFMA and related frameworks.

Roles and Responsibilities includes:

- Support the development, refinement, and implementation of FRPs, particularly financial recovery strategies
- Improve budgeting processes, ensuring alignment between budgets, cash flow, and service delivery priorities
- Strengthen revenue management, including billing accuracy, credit control, debt collection, and indigent management
- Develop and implement revenue enhancement strategies to improve collection rates and sustainability
- Support cash flow management, including preparation of cash flow projections and prioritisation of payments

- Assist with creditor management, including payment plans for Eskom, water boards, and pension funds
- Strengthen Supply Chain Management (SCM) processes to ensure compliance, efficiency, and value for money
- Improve financial reporting, including preparation of credible financial statements and in-year reporting
- Support audit readiness and resolution of audit findings
- Strengthen internal controls, risk management, and governance frameworks
- Provide hands-on mentoring and training to municipal finance officials

Category 2: Institutional / Organisational Development and Human Resource Specialists - This category focuses on building sustainable institutional capability and strengthening organisational performance.

Roles and Responsibilities include:

- Conduct organisational assessments to identify capacity gaps and structural inefficiencies
- Support organisational redesign and restructuring aligned to FRP objectives
- Strengthen human resource management practices, including recruitment, retention, and performance management
- Develop and implement capacity-building programmes for municipal officials
- Support change management initiatives to facilitate adoption of FRP reforms
- Strengthen performance management systems to align individual and organisational performance with FRP targets
- Assist in developing standard operating procedures (SOPs) and institutional frameworks
- Provide coaching and mentoring to management and operational staff
- Promote a culture of accountability, performance, and service delivery excellence

Category 3: Engineering Specialists - Financial recovery must be aligned with sustainable service delivery. Infrastructure planning, maintenance, and investment decisions have significant financial implications and must support FRP objectives.

Roles and Responsibilities include:

- Support the alignment of infrastructure planning and capital budgeting with financial recovery priorities
- Strengthen asset management systems, including asset registers and lifecycle management
- Develop and implement operations and maintenance plans to preserve infrastructure value
- Provide technical input into capital project planning and implementation

- Improve efficiency in infrastructure spending and reduce wasteful expenditure
- Support costing of services to inform tariff setting and revenue strategies
- Assist in addressing infrastructure backlogs in a financially sustainable manner
- Ensure compliance with relevant engineering standards and regulations
- Provide technical mentoring to municipal engineering and infrastructure teams

Category 4: Legal Services Specialists - Legal risks, contractual disputes, labour relations and non-compliance often undermine FRP implementation. Legal expertise is critical to ensure that recovery measures are enforceable, compliant, and sustainable.

Roles and Responsibilities include:

- Provide legal advisory on municipal financial recovery and intervention processes
- Support compliance with MFMA, Municipal Systems Act, and other applicable legislation
- Assist with contract management and review, including service level agreements and procurement contracts
- Provide legal support in debt recovery and enforcement processes
- Advise on creditor negotiations and restructuring agreements
- Support resolution of legal disputes, including those affecting revenue collection and service delivery
- Strengthen governance frameworks and legal compliance systems
- Provide legal input into policy development and by-laws
- Offer training and guidance to municipal officials on legal and regulatory matters

Category 5: Governance Experts - Weak governance and oversight structures are a major barrier to effective FRP implementation. This category focuses on strengthening accountability, oversight, and decision-making processes within municipalities.

Roles and Responsibilities include:

- Strengthen the functionality of municipal councils and oversight structures (e.g., MPAC, Audit Committees)
- Support implementation of good governance practices and ethical leadership
- Enhance accountability frameworks and consequence management systems
- Improve decision-making processes and alignment with FRP objectives
- Support monitoring and evaluation frameworks for tracking FRP implementation
- Facilitate stakeholder engagement and coordination across governance structures
- Strengthen reporting and transparency mechanisms
- Provide advisory support on leadership stability and governance reforms
- Promote compliance with governance standards and frameworks

The table below provides a guide on the general expected deliverables per activity as detailed below. It must be noted that where there is a financial recovery plan in place, the functions below will be aligned with the FRP

6. MANDATORY REQUIREMENTS

6.1. Bidders are required to complete the attached annexure A

PLEASE NOTE:

- a. Bidders can Only select One Category and One Remuneration Level
 - b. Bidders are allowed Only One Application – Multiple Applications Will Lead To Disqualification
- 6.2. Bidders are required to provide comprehensive and detailed Curriculum Vitae (CVs). The information contained in the CVs will form the primary basis for evaluation and must clearly demonstrate compliance with the specified requirements for each category and level. In particular, the following must be explicitly indicated in the CV:
- 6.2.1. Educational qualifications, including the name of the qualification, institution, and year obtained
 - 6.2.2. Professional certifications and registrations, where applicable
 - 6.2.3. Relevant work experience, clearly outlining roles, responsibilities, and duration (with specific reference to municipalities and/or public sector)
 - 6.2.4. Level of experience as per the following:
 - **Director Level:** Must demonstrate senior management experience with strategic oversight responsibilities
 - **Deputy Director Level:** Must demonstrate supervisory or middle management experience, including mentoring roles
 - **Assistant Director Level:** Must demonstrate team leadership or coordination
 - **Level 8:** Must demonstrate basic technical competence in the selected category
 - 6.2.5. Managerial experience (excluding level 8) must clearly indicate:
 - **Position held, period (number of year)** - Clearly indicate the title of the managerial or supervisory position held, the organisation, and the exact period of employment (start and end dates). The number of years of managerial experience must be clearly quantifiable.

- **Reporting lines** - The position to whom the candidate reported (e.g., Chief Financial Officer, Municipal Manager, Director), any governance or oversight structures engaged (e.g., Council, Audit Committee, EXCO)
- **Size of team managed** - Indicate the number of personnel directly and indirectly managed, including size of the team, types of roles supervised (e.g., finance officials, engineers, administrators) and level of responsibility (direct supervision vs coordination)
- **Nature of responsibilities** - Provide a clear description of managerial duties and responsibilities, e.g strategic leadership and decision-making responsibilities, oversight of programmes, projects, or functional units, coordination responsibilities

6.3. Bidders must provide relevant reference letter(s) to confirm work experience, level/position and the period of employment on the letter of the respective employer(s)
OR

Bidders must provide a South African Police Services (SAPS) affidavit to confirm work experience, level/position and the period of employment

6.4. Bidders must provide copies of educational qualifications.

6.5. All international qualifications must be accompanied by South African Qualifications Authority (SAQA) Accreditation. Please note Certificate of membership shall not be deemed as proof of educational qualification (Education qualifications refers to certifications issued by institution of high learning e.g., Certificate, diploma, degree, etc.)

6.6. Standard bidding document 1 - Invitation to bid

6.7. Standard Bidding document 4 – Bidders declaration of interest must be fully completed and signed. Failure to do so will result in the bidder being disqualified

6.8. Standard Bidding document 6.1 – Specific goals declaration in terms of PPR 2022 fully complete and signed. Failure to do so will result in the bidder being disqualified

6.9. Bidders are allowed to bid without a CSD registration, however a CSD registration is compulsory at the time of appointment.

NB: Failure to meet the above requirements will lead to disqualification

7. EVALUATION CRITERIA

Phase I: Initial screening process

- The process would verify if the required documents as stated on the mandatory requirements have been submitted.

Phase II: Technical Evaluation

- Bidders will be evaluated strictly according to the evaluation criteria stipulated in the Terms of Reference.

See **Annexures B1 to B4** for a complete technical evaluation criterion at each level.

NB: Only bidders who achieve a minimum of 70% in the Technical Evaluation will be included in the panel.

8. CONDITIONS OF THE PANEL

Successful bidders will be appointed as panel members **only** in the category and level they applied and qualified for.

Based on identified support requirements in a municipality, all relevant panel members will be invited for interviews to determine the most suitable member aligned with the needs (category) and the complexity (level).

Where a member has been allocated a municipality, that member will not be invited for the next assignment until the first assignment is complete.

Upon allocation of a municipality, members will be required to enter into a Service Level Agreement.

9. PRICING AND DISBURSEMENTS

Remuneration for each level will be aligned with the Department of Public Service and Administration (DPSA) salary scales

Provincial Treasury will pay for official travelling, subsistence and accommodation costs of the deployed panel member incurred during the performance of their duties in terms of this project in line with PFMA cost containment measures applicable at the time of award. Cost Containment Measures related to travel and subsistence and timeline as indicated will be detailed in the SLA.

Provincial Treasury further undertakes to pay out in full, within thirty (30) days, all valid claims for work done to its satisfaction upon submission of a substantiated claim.

Payment will be effected in line with conditions of SLA, subject to submission of a valid claim with the relevant supporting documents.

10. THE PROVINCIAL TREASURY'S OBLIGATIONS

10.1. The Provincial Treasury will review and evaluate the services provided in the Panel against the Service Level Agreement on an on-going basis.

10.2. The Provincial Treasury will facilitate the supply of all reasonable, relevant, available data and information required and requested by the Panel of service providers for the proper execution of the services, and such assistance as shall reasonably be required by the Panel of service providers in carrying out their duties under this contract.

11. TENDER VALIDITY PERIOD

The bid will be valid for a period of one hundred and twenty (120) days.

12. DURATION OF PANEL

The duration of this tender will be for a period of three (3) years from the date as indicated in SBD 7.2 that will be signed by the successful panel of service providers.

13. CONDITIONS OF BID

13.1. General Conditions of Contract (GCC) are also applicable to this tender.

13.2. Allocation of work will be at the discretion of the Provincial Treasury.

14. CANCELLATION

14.1. Provincial Treasury reserves the right to cancel the contract if the service provider(s) fails to adhere to the conditions of the contract.

14.2. On termination of the contract for whatever reason, the service provider shall on demand deliver, without the right to retention all documents and information gained in terms of this agreement.

15. ANY ENQUIRIES REGARDING THIS BID MAY BE DIRECTED TO:

For more information, please contact the following:

1. Supply Chain Management Queries

Contact Person 1 : Mr. Tom Mkhize (SCM Related Issues)

Email : tmkhize@nwpg.gov.za

Tel : 018 388 1064 / 5352

2. Technical Issues

Contact Person : Ms. Linda Nengovhela (Technical Related Issues)

Email : lramatlhape@nwpg.gov.za

Tel : 018 388 2142

~~APPROVED / NOT APPROVED~~



MR. N.I. KUNENE

HEAD OF DEPARTMENT

DATE: 16/04/2016

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

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.

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

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

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

**SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2022**

TENDERS

This specific goals form must form part of all quotations. It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder.

NB: IN COMPLETING THIS FORM, BIDDERS MUST BE AWARE OF THE CONDITIONS OF TENDER, GENERAL CONDITIONS OF CONTRACT, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND THE BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT AND CODES OF GOODS PRACTICE.

1. GENERAL CONDITIONS

- 1.1 The following point systems are applicable to all quotations:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 Points for this bid shall be awarded for:
- 1.2.1 Price; and
- 1.2.2 Specific goals.
- 1.3 The points for price and the points for specific goals will be added and subject to section 2(1)(f) of the PPPFA, the award will be to the bidder that scores the highest points.
- 1.4 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that points for specific goals are not claimed.
- 1.5 NWPT reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the NWPT.

2. DEFINITIONS

- 2.1.1 "**Acceptable quotation**" means a quotation which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.
- 2.1.2 "**Black people**" means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)
- 2.1.3 "**Broad-Based Black Economic Empowerment Act**" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.1.4 "**Central Supplier Database**" means the database managed by National Treasury at www.csd.gov.za .
- 2.1.5 "**Disabled person**" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in possession of a proof of disability.
- 2.1.6 "**EME**" means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- 2.1.7 **“Locality”** means that the enterprise has either its head office or an operational office located in that location AND they are in possession of proof of locality.
- 2.1.8 **“Military Veteran”** has the meaning assigned to it in Section 1 of the Military Veterans Act, 2011 (Act No. 18 of 2011).
- 2.1.9 **“Proof of Disability”** means:
- 2.1.9.1 A completed SARS “Confirmation of Diagnosis of Disability” form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;
- 2.1.9.2 A medical report and functional assessment report confirming the disability; or
- 2.1.10 **“Proof of Locality”** means:
- 2.1.10.1 A municipal rates invoice in the name of the company submitting the quotation that has been issued within the last six months;
- 2.1.10.2 An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address issued within the last six months
- 2.1.10.3 A signed lease with a property owner located in that municipality/township (NWPT may request a recent statement from the landlord); Confirmation letter from the landlord issued within the last six months.
- 2.1.10.4 Valid Tax pin letter issued by SARS
- 2.1.10.5 Certified CIPC Registration certificate within the last six months
- 2.1.10.6 A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and the company issued within the last six months; or
- 2.1.10.7 A bank statement showing the company name and address issued within the last six months.
- 2.1.10.8 All of the above documents may be in Company Director name where applicable
- 2.1.11 **“Proof of Ownership”** means:
- 2.1.11.1 The % ownership indicated on the Central Supplier Database. The CSD integrates with the systems at Home Affairs (demographic information); Companies and Intellectual Property Commission (CIPC) (for company information such as shareholding); and other databases (such as the banks).
- 2.1.12 **“Proof of B-BBEE status level of contributor”** means:
- 2.1.12.1 B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
- 2.1.12.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.1.12.3 A CIPC B-BBEE certificate; or
- 2.1.12.4 Any other requirement prescribed in terms of the B-BBEE Act.

2.1.13 **"Proof of Military Veteran"** means a:

2.1.13.1 Military veteran certificate as issued by the Department of Military Veterans in the name of the individual; or

2.1.13.2 Military veteran certificate as issued by the Department of Military Veterans in the name of the company.

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

2.1.15 **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

2.1.16 **"Rand value"** means the total estimated value of a contract in Rand inclusive of value added tax (VAT), calculated at the time of the tender invitation.

2.1.17 **"Specific Goals"** means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

2.1.18 **"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

2.1.19 **"Youth"** means persons between the ages of 18 and 35.

3. PRICE FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE - THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of the quotation or bid under consideration

P_t = Price of the quotation or bid under consideration

P_{min} = Price of lowest acceptable quotation or bid

3.2 PRICE FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING CONTRACTS

3.3 POINTS AWARDED FOR PRICE

A maximum of 80

80/20

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

Where

- Ps = Points scored for price of the quotation or bid under consideration
 Pt = Price of the quotation or bid under consideration
 Pmax = Price of highest acceptable quotation or bid

4. POINTS AWARDED FOR SPECIFIC GOALS FOR THIS QUOTATION

4.1 The following Specific Goals and points apply to this tender:

Specific Goals in terms of PPR2022	Points out of 20 for the 80/20 system	Points Claimed (Tick Only one box)
Persons historically disadvantaged on the basis of race.	Maximum of 10 points for black ownership	10 Max
	• 100% black ownership = 10	
	• 75% - 99% black ownership = 8	
	• 60% - 74% black ownership = 6	
	• 51% - 59% black ownership = 3	
	• 1% - 50% black ownership = 2	
	• 0% black ownership = 0	
BBBEE Certificate must be attached		
Enterprises located in R.S.A		4 Max
• Rural / Township / Village Area	• Rural / Township / Village Area = 04 points	
• Local Municipality	• Local Municipality = 02 points	
Proof of residence must be attached		
Enterprises owned by		6 Max
• Enterprise owned by black women.	2 Points	
• Enterprise owned by black youth.	2 Points	
• EMEs or QSEs	2 Points	
TOTAL:		20 max

4.1.2 Bidders must attach a valid BBBEE certificate or a sworn affidavit certified by a Commissioner of Oaths.

4.1.3 The BBBEE certificate must be issued by SANAS accredited verification agency or Companies and Intellectual Property Commission (CIPC).

4.2 Where reference is made to Locality, the following location and points apply:

Specific Goal	Location (if applicable)	Max Points	Points Claimed (Tick Only one box)
Rural / Township / Village	Anywhere in RSA	4	
Local Municipality	Anywhere in RSA	2	

4.2.1 Bidders must choose only one of the above (only one proof to be attached for location, either a rural/ township/ village, Local Municipality or Any area within a District Municipality)

4.2.2 Locality. The points claimed for locality will be the maximum points if the bidder declares that they have Proof of Locality at the time of the declaration. If no proof of locality for the location described exists, then zero points must be claimed.

4.2.2.1 Note that if NWPT requests proof of location, and the proof can either not be provided OR if the proof is dated after the declaration date, this will be deemed to be misrepresentation and NWPT will begin the remedy outlined below.

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. CSD Number: MAAA.....

5.4. TYPE OF COMPANY/ FIRM

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

6. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, declare the points claimed and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The points claimed are in accordance with the General Conditions as indicated in paragraph 1, 2 and 5 of this declaration;
- iii) In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the NWPT, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the points claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

.....
SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS

.....

.....



provincial treasury

Department:
Provincial Treasury
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

TECHNICAL EXPERT PANEL APPLICATION COVER PAGE

**APPOINTMENT OF PANEL OF TECHNICAL EXPERTS FOR THE PROVISION OF
TECHNICAL ASSISTANCE TO MUNICIPALITIES TO CARRY OUT MUNICIPAL
FINANCIAL RECOVERY SERVICES (MFRS) FUNCTION FOR A PERIOD OF
THREE (3) YEARS.**

PERSONAL INFORMATION

Full Name: _____

ID Number / Passport Number: _____

Contact Number: _____

Email Address: _____

CATEGORY APPLIED FOR

- Category 1: Accounting, Financial Management and Reporting
- Category 2: Institutional / Organisational Development & HR
- Category 3: Engineering Specialists (Civil / Electrical)
- Category 4: Legal Services Specialists
- Category 5: Governance Experts

REMUNERATION LEVEL APPLIED FOR (Tick One)

- Director Level (Senior Technical Expert)
- Deputy Director Level (Technical Specialist / Lead Practitioner)
- Assistant Director Level (Operational Technical Support)
- Level 8 (Junior Technical / Administrative Support)

SUMMARY OF EXPERIENCE

Total Years of Relevant Experience: _____

Years of Managerial/Supervisory/ Coordination Experience (if applicable): _____

Primary Area of Expertise: _____

QUALIFICATIONS SUMMARY

Highest Qualification: _____

Field of Study: _____

Professional Registration (if applicable): _____

Annexure A

DECLARATION BY APPLICANT

I hereby confirm that:

- The information provided in this application and accompanying CV is true and correct
- I meet the minimum requirements for the category and level applied for
- I understand that misrepresentation may lead to disqualification

Applicant Name: _____

Signature: _____

Date: _____

.....

FOR OFFICIAL USE ONLY (EVALUATION PANEL)

<p>Category Confirmed: _____</p> <p>Remuneration Level Confirmed: _____</p> <p>Minimum Requirements Met: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Evaluation Score: _____ / 100</p>

Comments:

<p>Category 3: Engineering</p> <p>Category 4: Legal Services</p> <p>Category 5: Governance</p>	<p>Infrastructure planning and capital budgeting/Asset management and maintenance planning/ Costing of services and efficiency improvements/ Infrastructure projects implementation/Municipal services infrastructure masterplans/Municipal services infrastructure maintenance plans development/Municipal service delivery standards development or Municipal asset management</p> <p>Municipal legal services/Drafting of municipal by-laws/Development of municipal policies and procedures/Drafting of contracts and contract management/Resolution of litigations/Development of systems of delegations/Financial disputes resolutions or Labour relations</p> <p>Demonstrated ability in strengthen governance/enhance accountability/and improve oversight mechanisms within municipal or public sector institutions/Governance systems consequence management systems reporting/Experience in municipal governance environments/Involvement in policy development, governance reforms, or institutional strengthening</p>	<p>3 to 6 years relevant experience</p>	<p>10</p>		
<p>SUB-COMPONENT 3: MANAGERIAL / SUPERVISION / COORDINATION EXPERIENCE</p> <p>Managerial /Supervision/Lead/Coordination</p>		<p>Demonstrated ability to lead/provide strategic guidance/ supervise/coordinate/planning, directing/ overseeing</p>	<p>Above 10 years of Executive or Senior Management experience</p> <p>Above 6 to 10 years Executive or Senior Management experience</p> <p>3 to 6 years Executive or Senior Management experience</p>	<p>30</p> <p>20</p> <p>10</p>	<p>30</p>
<p>TOTAL POINTS</p>					<p>100</p>

Annexure B2 : Deputy Director Level

Technical / Functional Requirements	Details		Points allocated	Maximum Points
SUB-COMPONENT 1: EDUCATIONAL QUALIFICATION				
Qualifications in the following categories: Category 1 Financial management, Accounting & Reporting Category 2: Institutional / Human Resource / Organisational Development Category 3: Engineering Category 4: Legal Services Category 5: Governance	Commerce/Accounting/Auditing/Financial Management/Economics Public/business management/Public/business administration/Human capital management or related field Civil/Electrical LLB or Labour Law Public/business management/Public/business administration/Human capital management or related field	Post Graduate Degree (NQF Level 8 or above) Bachelor's Degree / Advanced Diploma or (NQF7)	30 20	30
SUB-COMPONENT 2 : EXPERIENCE				
Category 1: Financial management, Accounting & Reporting Category 2: Institutional / Human Resource / Organisational Development	Revenue management/Budget Management/Expenditure Management/ billing/ credit control/debt collection/Cash flow management/ creditor management/Accounting/SCM compliance and financial governance/Audit/ financial reporting Organisational development or restructuring/Change management/Coaching and mentoring/Review and development of organisational structures and job descriptions/Job evaluation and grading/Performance management/Labour relations matters/Development of institutional policies and procedures or any other Other human resource related function	Above 10 years of relevant exoerience Above 6 to 10 years of relevant experience	30 20	30

<p>Category 3: Engineering</p>	<p>Infrastructure planning and capital budgeting/Asset management and maintenance planning/ Costing of services and efficiency improvements/ Infrastructure projects implementation/Municipal services infrastructure masterplans/Municipal services infrastructure maintenance plans development/Municipal service delivery standards development or Municipal asset management.</p>	<p>3 to 6 years relevant experience</p>	<p>10</p>	
<p>Category 4: Legal Services</p>	<p>Municipal legal services/Drafting of municipal by-laws/Development of municipal policies and procedures/Drafting of contracts and contract management/Resolution of litigation/Development of systems of delegations/Financial disputes resolutions or Labour relations</p>			
<p>Category 5: Governance</p>	<p>Demonstrated ability in strengthen governance/enhance accountability/and improve oversight mechanisms within municipal or public sector institutions/Governance systems consequence management systems reporting/Experience in municipal governance environments/Involvement in policy development, governance reforms, or institutional strengthening</p>			
<p>SUB-COMPONENT 3: MANAGERIAL / SUPERVISION / COORDINATION EXPERIENCE</p>				
<p>Managerial /Supervision/Lead/Coordination</p>	<p>Demonstrated ability to lead/provide strategic guidance/ supervise/coordinate/planning, directing/ overseeing</p>	<p>Above 10 years of Senior or Middle Management experience Above 6 to 10 years Senior or Middle Management experience 3 to 6 years Senior or Middle Management experience</p>	<p>40 30 20</p>	<p>40</p>
<p>TOTAL POINTS</p>				<p>100</p>

Annexure B3 : Assistant Director Level

Technical / Functional Requirements		Details		Points allocated	Maximum Points
SUB-COMPONENT 1: EDUCATIONAL QUALIFICATION					
Qualifications in the following categories:					
Category 1 Financial management, Accounting & Reporting	Commerce/Accounting/Auditing/Financial Management/Economics	Commerce/Accounting/Auditing/Financial Management/Economics	Bachelor's Degree / Advanced Diploma or (NQF7) or Higher	20	
Category 2: Institutional / Human Resource / Organisational Development	Public/business management/Public/business administration/Human capital management or related field Civil/Electrical LLB or Labour Law Public/business management/Public/business administration/Human capital management or related field	Public/business management/Public/business administration/Human capital management or related field Civil/Electrical LLB or Labour Law Public/business management/Public/business administration/Human capital management or related field	National Diploma or (NQF6)	10	
Category 3: Engineering					
Category 4: Legal Services					
Category 5: Governance					
SUB-COMPONENT 2 : EXPERIENCE					
Category 1: Financial management, Accounting & Reporting	Revenue management/Budget Management/Expenditure Management/billing/ credit control/debt collection/Cash flow management/ creditor management/Accounting/SCM compliance and financial governance/Audit/ financial reporting	Revenue management/Budget Management/Expenditure Management/billing/ credit control/debt collection/Cash flow management/ creditor management/Accounting/SCM compliance and financial governance/Audit/ financial reporting	Above 5 years of relevant experience	40	
Category 2: Institutional / Human Resource / Organisational Development	Organisational development or restructuring/Change management/Coaching and mentoring/Review and development of organisational structures and job descriptions/Job evaluation and grading/Performance management/Labour relations matters/Development of institutional policies and procedures or any other Other human resource related function	Organisational development or restructuring/Change management/Coaching and mentoring/Review and development of organisational structures and job descriptions/Job evaluation and grading/Performance management/Labour relations matters/Development of institutional policies and procedures or any other Other human resource related function	Above 3 to 5 years of relevant experience	30	

<p>Category 3: Engineering</p>	<p>Infrastructure planning and capital budgeting/Asset management and maintenance planning/ Costing of services and efficiency improvements/ Infrastructure projects implementation/Municipal services infrastructure masterplans/Municipal services infrastructure maintenance plans development/Municipal service delivery standards development or Municipal asset management.</p>	<p>2 to 3 years relevant experience</p>	<p>20</p>
<p>Category 4: Legal Services</p>	<p>Municipal legal services/Drafting of municipal by-laws/Development of municipal policies and procedures/Drafting of contracts and contract management/Resolution of litigations/Development of systems of delegations/Financial disputes resolutions or Labour relations</p>		
<p>Category 5: Governance</p>	<p>Demonstrated ability in strengthen governance/enhance accountability/and improve oversight mechanisms within municipal or public sector institutions/Governance systems consequence management systems reporting/Experience in municipal governance environments/Involvement in policy development, governance reforms, or institutional strengthening</p>		
SUB-COMPONENT 3: SUPERVISION / LEAD / COORDINATION EXPERIENCE			
<p>Supervision/Lead/Coordination</p>	<p>Demonstrated ability to lead / supervise / coordinate/planning, directing/ overseeing</p>	<p>Above 5 years of Supervision/Lead/Coordination experience</p>	<p>40</p>
		<p>Above 3 to 5 years Supervision/Lead/Coordination experience</p>	<p>30</p>
<p>Technical Competence</p>	<p>Ability to perform core support functions, data analysis, reconciliations review, document management, report preparation and review, use of financial systems</p>	<p>2 to 3 years Supervision/Lead/Coordination experience</p>	<p>20</p>
TOTAL POINTS			100

Annexure B4 : Technical Level

Technical / Functional Requirements		Details		Points allocated	Maximum Points
SUB-COMPONENT 1: EDUCATIONAL QUALIFICATION					
Qualifications in the following categories:					
Category 1: Financial management, Accounting & Reporting	Commerce/Accounting/Auditing/Financial Management/Economics	Bachelor's Degree / Advanced Diploma or (NQF7) or Higher	30		
Category 2: Institutional / Human Resource / Organisational Development	Public/business management/Public/business administration/Human capital management or related field	National Diploma or (NQF6)	20		
Category 3: Engineering	Civil/Electrical	National Certificate or Matric Certificate or NQF 5 or lower	10		
Category 4: Legal Services	LLB or Labour Law				
Category 5: Governance	Public/business management/Public/business administration/Human capital management or related field				
SUB-COMPONENT 2 : EXPERIENCE & TECHNICAL COMPETENCE					
Ability to perform core support functions, for example data analysis, reconciliations review, document management, report preparation and review, use of financial systems etc. As well as supporting the following:					
Category 1: Financial management, Accounting & Reporting	Revenue management/Budget Management/Expenditure Management/ billing/ credit control/debt collection/Cash flow management/ creditor management/Accounting/SCM compliance and financial governance/Audit/ financial reporting	Above 3 years of relevant experience	60		
Category 2: Institutional / Human Resource / Organisational Development	Organisational development or restructuring/Change management/Coaching and mentoring/Review and development of organisational structures and job descriptions/Job evaluation and grading/Performance management/Labour relations matters/Development of institutional policies and procedures or any other Other human resource related function	Above 2 to 3 years of relevant experience	40		

<p>Category 3: Engineering</p> <p>Category 4: Legal Services</p> <p>Category 5: Governance</p>	<p>Infrastructure planning and capital budgeting/Asset management and maintenance planning/ Costing of services and efficiency improvements/ Infrastructure projects implementation/Municipal services infrastructure masterplans/Municipal services infrastructure maintenance plans development/Municipal service delivery standards development or Municipal asset Municipal legal services/Drafting of municipal by-laws/Development of municipal policies and procedures/Drafting of contracts and contract management/Resolution of litigations/Development of systems of delegations/Financial disputes resolutions or ^{about relations} Demonstrated ability in strengthen governance/enhance accountability/and improve oversight mechanisms within municipal or public sector institutions/Governance systems consequence management systems reporting/Experience in municipal governance environments/Involvement in policy development, governance reforms, or institutional strengthening</p>	<p>1 to 2 years relevant experience</p>	<p>30</p>	<p>100</p>
<p>TOTAL POINTS</p>				<p>100</p>

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)