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# MPUMALANGA PROVINCIAL GOVERNMENT



## DEPARTMENT OF PROVINCIAL TREASURY

### BID NUMBER: TREA/024/26/MP

#### **APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (5 YEARS), WITH AN OPTION TO EXTEND**

ISSUED BY:

Department of Provincial Treasury  
Private Bag X11205  
Mbombela  
1200

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

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PROVINCIAL TREASURY					
BID NUMBER:	<b>TREA/024/26/MP</b>	CLOSING DATE:	<b>04 May 2026</b>	CLOSING TIME:	<b>12H00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (5 YEARS), WITH AN OPTION TO EXTEND</b>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>MBOMBELA</b> , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, <b>PIET RETIEF</b> , No. 11 Measroch Street, Piet Retief Office, <b>KWAMHLANGA</b> , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre <b>SECUNDA</b> No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, <b>BUSHBUCKRIDGE</b> , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), <b>MIDDELBURG</b> , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, <b>MALELANE</b> , 24 Air Street, Malelane, <b>ELUKWATINI</b> , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. <b>SIYABUSWA</b> Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	<b>Ms. TC Mhlanga</b>		CONTACT PERSON	<b>Mr. LJ Radebe</b>	
TELEPHONE NUMBER	<b>013 766 4119</b>		TELEPHONE NUMBER	<b>013 766 4380</b>	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:celetec@mpg.gov.za">celetec@mpg.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:LJRadebe@mpg.gov.za">LJRadebe@mpg.gov.za</a>	
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:		<b>OR</b>	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	
<b>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.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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-FILEING 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: .....

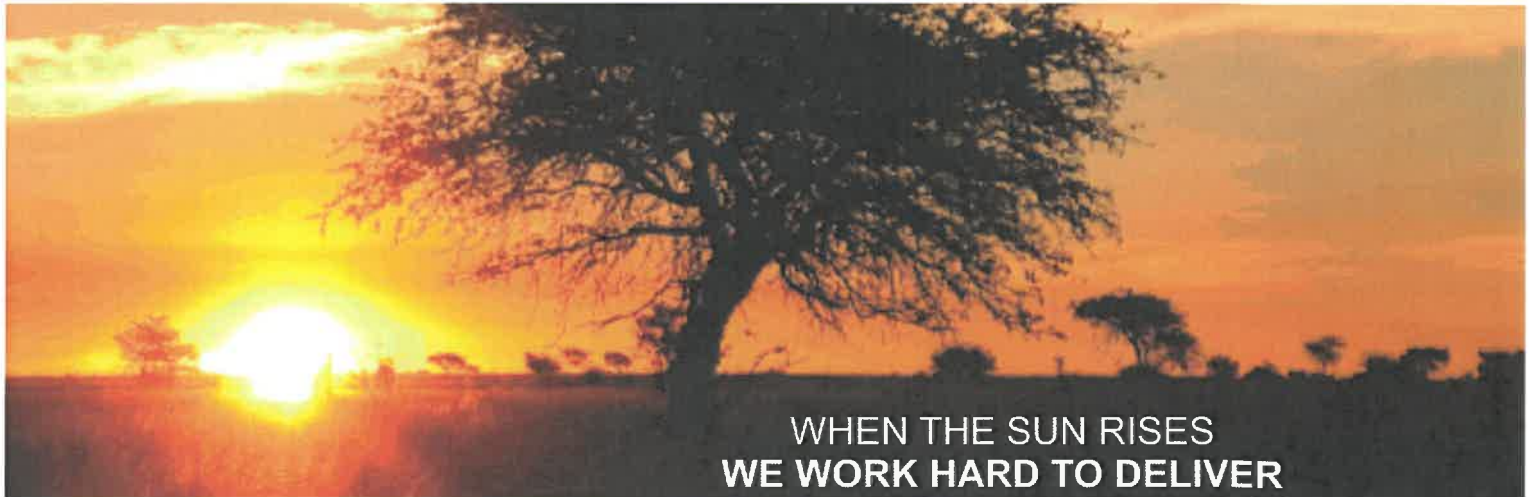
CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



provincial treasury  
MPUMALANGA PROVINCE  
REPUBLIC OF SOUTH AFRICA

**APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS**



WHEN THE SUN RISES  
WE WORK HARD TO DELIVER

# **APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS.**

## **SECTION A: GENERAL SPECIFICATIONS/INFORMATION**

### **1. PURPOSE**

This tender is intended to invite proposals from credible service providers within the borders of the Republic of South Africa to implement and maintain an Invoice Tracking System to the Mpumalanga Provincial Government for a period of 60 months (05 years) with an option to extend for a period of three years.

### **2. BACKGROUND**

The Mpumalanga Provincial Government has an Invoice Tracking System that has automated the processes for invoice submission for all suppliers and would like to procure a similar system.

### **3. OBJECTIVE OF SERVICE**

The objective of this service is to develop and implement a secure, centralized, and fully automated Invoice Tracking System tailored to the compliance, operational, and workflow needs of the Mpumalanga Provincial Government. The envisaged system is to serve as a replacement for the current Invoice Tracking System and maintain the status quo of automation of invoice related transactions and related activities within the Mpumalanga Provincial Government.

The required solution must be implementable within a short space of time to allow the smooth transition and migration from the current system to the new system without any period of disruption in service on the system. The system must be able to do the following:

#### **3.1. Centralize Invoice Submission:**

Ensure all supplier invoices are received and processed exclusively through the platform, promoting uniformity and eliminating fragmented submissions.

#### **3.2. Automate Core Invoice Processing:**

Incorporate advanced automation including duplicate invoice detection and optical character recognition (OCR), ensuring faster and error-free processing.

#### **3.3. Enable Supplier Sign-off & Validation:**

- Enforce mandatory supplier sign-off at submission of the invoice.
- Validate suppliers using real-time integration with the CSD database via the supplier's Central Supplier Database registration number (MAAA number), which serves as a primary key.

# **APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS.**

## **3.4. Support Multi-format Documentation:**

Accept and accurately process various PDF formats including government-issued invoice types and support app-based and email submissions with automatic attachment detection and sender linkage.

## **3.5. Enable Workflow Transparency:**

Track invoice statuses across multiple categories pending, linked to PO, awaiting payment, and awaiting disbursement each with automated supplier communication aligned to the stage of the process.

## **3.6. Facilitate Reporting Requirements:**

- Generate and export custom reports to Excel.
- Include requisition and payment turnaround reports based on real-time data.

## **3.7. Ensure Regulatory Compliance:**

- Embed controls that comply with POPIA and other applicable legislative frameworks.
- Maintain audit trails to support consequence management and decision accountability.

## **3.8. Integrate with Existing Systems:**

- Enable potential future compatibility with e-Submission platforms for automated purchase order (PO) approvals.
- Accommodate legacy data structures, including auxiliary documentation and manual invoice capture under approved exceptions.

## **3.9. Improve Accessibility for SMEs:**

Prioritize inclusivity by ensuring the system's usability across regional offices and rural suppliers without limiting access.

## **4. SCOPE OF WORK**

The appointed service provider will be responsible for designing, developing, deploying, supporting, and maintaining a robust Invoice Tracking System that complies with the functional, regulatory, and operational expectations of the Mpumalanga Provincial Government. The scope of work includes the following deliverables:

### **4.1 System Development**

- Build a fully custom invoice tracking system, independent of pre-existing licensing arrangements, in accordance with procurement constraints (e.g. SITA licensing restrictions).
- Ensure the platform supports future scalability; including integration of requisition capture and enhanced bid development capabilities.
- System must be able to interface with transversal system

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**4.2 Invoice Capture & Processing**

- Facilitate centralized electronic submission for all supplier invoices.
- Automate invoice processing workflows:
  - Duplicate invoice detection
  - Mandatory supplier sign-off at submission
  - Real-time MAAA number validation against the Central Supplier Database
- Optional Optical Character Recognition (OCR) functionality for enhanced data capture

**4.3 Multi-Channel Submission Support**

- Accept invoices via:
  - Mobile app interface (preferred for automation)
  - Email platform with auto-detection of attachments, sender ID linkage, and real-time supplier acknowledgment notifications

**4.4 Workflow Automation & Purchase Order Linkage (PO)**

- Link invoices to open, single-use, and matched Purchase Orders (POs), using supplier-provided PO numbers
- Incorporate exemptions for designated suppliers (e.g. travel agencies), allowing post-submission Purchase Order linkage
- Permit manual invoice capture under emergency conditions, subject to approved authorization protocol.

**4.5 Lifecycle Monitoring & Communication**

Track each invoice through its lifecycle, with clear communication and status updates on the supplier portal:

<b>Invoice Stage</b>	<b>Portal Status</b>	<b>Supplier Communication</b>
Submission incomplete	Pending Submission	Reminder to finalize and submit invoice
Linked to a Purchase Order	Order Linked	Confirmation of linkage and initiation of review
Awaiting approval/payment	Awaiting Payment	Notification that payment is being processed
Captured, awaiting disbursement	Awaiting Disbursement	Alert of pending payout

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### **4.6 Auxiliary Document Handling**

- Enable upload and tracking of supporting files such as delivery notes and scanned PDF documentation, including word and excel formats

### **4.7 Reporting & Analytics**

- Provide dynamic reporting features:
- Customizable reports
- Requisition list reports from transversal /internal systems
- Export capability to Excel
- Payment turnaround insights from Purchase Order issuance to disbursement
- Enable alignment with e-Submission platforms to facilitate automated approvals where authorized

### **4.8 Compliance, Accessibility & Inclusion**

- System must meet POPIA and related legal obligations
- Maintain audit trails for governance and consequence management
- Ensure inclusive access to suppliers from regional and rural offices
- Reinforce CSD registration support through municipal and regional offices

### **4.9 System Availability:**

- Ensure the system is available 24 hours a day, seven days a week with service uptime aligned to government IT standards.

### **4.10 User Training:**

- Deliver comprehensive initial training sessions to both supplier stakeholders and departmental users
- Include training materials such as guides, videos, and FAQs
- Offer refresher courses and on-demand support during rollout phases.

### **4.11 Helpdesk & Support Services:**

- Operate a dedicated technical support desk for incident resolution and user assistance
- Include multilingual, multi-channel access (email, phone, in-system ticketing)

## **5. EXPECTED PERFORMANCE FROM PROSPECTIVE SERVICE-PROVIDERS**

The appointed service provider is expected to deliver a responsive, compliant, and technically resilient Invoice Tracking System in accordance with the scope, objectives, and regulatory mandates of the Mpumalanga Provincial Government. The following performance outcomes are required:

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## **5.1. Technical Expertise & Delivery**

- Demonstrate proven experience in system design and custom development, particularly within public sector financial management and invoice processing environments.
- Provide a clear development roadmap, timelines, and milestones aligned with government delivery frameworks.
- Ensure the system is designed to handle high-volume processing without degradation in performance.

## **5.2. System Reliability & Availability**

- Guarantee 99 % system uptime across all modules, including submission portals, validation engines, tracking dashboards, and reporting tools.
- Maintain full operational accessibility across all platforms (desktop, mobile, email-integrated), with 24/7 availability for critical functions.

## **5.3. Maintenance & Technical Support**

- Provide comprehensive post-deployment system maintenance including bug fixes, security patches, and performance optimization.
- Operate a dedicated helpdesk with multilingual support channels accessible via phone, email, and in-system ticketing.
- Respond to critical system faults within 2 hours, and resolve high-priority tickets within 24 hours, with full escalation protocols.

## **5.4. Technical Maintenance**

- **Bug Fixes & Patches:**  
Identify and resolve software defects; release updates to maintain functional stability.
- **Security Updates:**  
Implement regular patches to protect against cybersecurity threats and comply with POPIA requirements.
- **Version Control & Upgrade Cycles:**  
Manage incremental updates to the system's core components and ensure compatibility with evolving tools or platforms.
- **Performance Optimization:**  
Monitor system load, speed, and responsiveness; address any latency or bottlenecks in invoice processing.

## **5.5. Data Integrity & Backup**

- **Scheduled Backups:**  
Ensure real-time and periodic backups of invoice records, supplier data, and audit trails.

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- **Disaster Recovery Testing:**  
Conduct regular system recovery simulations to verify business continuity protocols.
- **Archiving & Retention Policies:**  
Maintain and manage storage according to legislative data retention requirements.

### **5.6. User Access & Support**

- **Account Management:**  
Assist with creation, modification, or revocation of user profiles and access levels.
- **Helpdesk Operations:**  
Provide first-line support for troubleshooting user issues, technical faults, and platform queries.
- **Incident Resolution:**  
Triage and resolve reported faults in line with Service Level Agreements (e.g., 2-hour acknowledgment, 24-hour fix for high-priority incidents).

### **5.7. Monitoring & Compliance**

- **Audit Trail Monitoring:**  
Review and maintain logs of system usage, updates, and data access events.
- **POPIA Compliance Checks:**  
Conduct periodic reviews of data handling, storage, and communication flows.
- **Service Availability Reporting:**  
Monitor uptime metrics and prepare monthly performance reports for stakeholders.

### **5.8. Training & Knowledge Refresh**

- **User Refreshers:** Offer occasional training sessions post-deployment, especially when system updates introduce new features.
- **Document Updates:** Revise user manuals, training materials, and quick guides to reflect system improvements.

### **5.9. System Enhancement & Scalability**

- **Feature Extension Support:** Implement new modules (e.g., requisition integration) if required post-deployment.
- **Interoperability Enhancements:** Align the system with evolving government platforms such as e-Submission or ERP systems.

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### **5.10. Training & Change Management**

- Deliver thorough user onboarding and system training for internal users and external suppliers, including:
- Interactive training workshops
- Printable guides and quick-reference materials
- Video walkthroughs and FAQs
- Provide ongoing refresher sessions and remote support for continuous skill development and system literacy.

### **5.11. Governance & Compliance Alignment**

- Ensure the system fully complies with POPIA and other applicable legislations, including embedded controls for data protection, auditability, and consequence management.
- Maintain complete audit trails across all user and system activity for accountability and forensic readiness.
- Implement strict access controls based on role-based permissions and secure data handling policies.

### **5.12. Performance Reporting & Feedback Mechanisms**

- Provide monthly system usage and performance reports, including transaction volumes, incident tracking, and resolution timelines.
- Integrate feedback mechanisms for users to report errors, suggest improvements, and highlight operational bottlenecks.

### **5.13. Accessibility, Inclusivity & Stakeholder Responsiveness**

- Ensure platform access for suppliers operating from regional and rural offices, supporting SMEs and reducing digital exclusion.
- Proactively manage stakeholder expectations through transparent communication protocols and automated supplier updates at every stage of invoice handling.
- Design platform interfaces to support users of varying technical competencies and language preferences.

## **6. REQUIRED INFORMATION TO BE PROVIDED**

All bidders are required to provide information on the following:

- Latest set of audited financial statements
- IT systems, back up facilities
- Client training programmes and facilities
- Demonstration on how to assist the Provincial Treasury on fraud prevention and indication of the measures to be taken in this regard.

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**SECTION B- EVALUATION PROCESS AND CRITERIA**

The Department shall evaluate the bid in terms of functionality and content preference point system which encompasses the following:

- **Functionality**  
The Department shall evaluate the bid on the basis of functionality (100), the lowest acceptable tender will be used to determine the applicable preference point system whether 80/20 or 90/10.
- **Preference point system**  
Responsive bids will be adjudicated by the Department on the lowest acceptable tender will be used to determine the applicable preference point system whether 80/20 or 90/10. Only bids that have met the stage I requirements shall be evaluated under stage II in terms of the lowest acceptable tender will be used to determine the applicable preference point system whether 80/20 or 90/10. During this stage, the 90 or the 80 points will be allocated for price only whereas the 10 or the 20 points are for the specific goals contributor.
- **Bid Evaluation Methods**
  - a. Evaluation in terms of compulsory returnable documents
  - b. Evaluation in terms of functionality criteria and preference point system.

7.1. The National Treasury requires service providers to be registered on CSD which therefore requires bidders to be registered. For this bid as a result, reports from the CSD will be used in order to verify bidders' information including:

- Company registration
- Directorship, shareholding, trusteeship and membership
- Bank account holder details
- State suppliers' status
- Tax compliance status
- Identity information, etc.

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The aforementioned information should be submitted in the following templates for both the compulsory and supporting returnable documents:

7.1.1 For the bidders benefit you may clearly indicate with a **YES or NO** on whether the following compulsory returnable documents are attached or not. Where a **YES or NO** is not applicable, indicate as such with a **N/A**.

<b>Section</b>	<b>Compulsory Returnable Schedule</b>	<b>Attached YES/NO/N/A</b>
a.	The bid document must be securely bound or filed.	
b.	Invitation to Bid (SBD 1) must be fully completed.	
c.	Fully completed Pricing Tables	
d.	Fully completed and signed SBD 4 (Bidder disclosure).	
e.	A valid Pin Letter from SARS. Failure to submit a Valid Pin Letter your bid proposal will be considered as being non-- responsive, be invalidated or disqualified.	
f.	Proof of VAT registration if the bidder is VAT registered.	
g.	Copies of CIPC Company registration documents	
h.	A copy of an agreement and a resolution by each party if the bidders are in a joint venture/consortium/partnership. If the bidder is not in a joint venture/consortium/partnership, this section (h) is not compulsory.	
i.	Certified copies of identity documents/valid passports and work permits of all the directors of the company. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
j	A copy of Central Supplier Database <b>{CSD}</b> printout report.	
k	3 Years Audited financial statements to demonstrate financial viability and sustainability of the service provider	
l	Confirmation of evidence of existing demo model as per the scope of work for this tender	

**N.B: BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY DOCUMENTS AS LISTED ABOVE WILL BE DISQUALIFIED.**

**7.1.2. Supporting Returnable Documents**

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<b>Section</b>	<b>Supporting Returnable documents</b>	<b>Attached YES/NO/N/A</b>
a.	Fully completed and signed SBD 6.1 (Preference Claim Certificate), accompanied by proof for the points claimed for the specific goals. Original or originally certified copy of documents for the points for specific goals being claimed.	
b.	A detailed implementation plan indicating how the bidder will supply and deliver the proposal. The implementation plan should include proposal for the supply, delivery and the capacity of the company. Proof of capacity to deliver on the project must be attached.	
c.	Evidence of experience in successfully servicing and delivering complex systems in large public or private sector at a national and/or provincial level that proves ability to implement and support complex solutions in a form of appointment letters or purchase orders, delivery notes and confirmation letters from a relevant institution	
D	Sound proposals for CSI investment in the Province of Mpumalanga to promote skills development and other socioeconomic development initiatives.	

**PS: Although bidders who fail to attach any of the above listed supporting documents will not be disqualified, points will not be allocated for the non-attachment.**

## **7. EVALUATION CRITERIA**

The first stage will evaluate functionality according to the criteria listed in the table below:

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Criteria	Guidelines for Criteria	Weight
<p><b>1. Proven Experience in Invoice Tracking or Equivalent Financial Automation in the government departments</b></p>	<p>Evidence must be relevant to automated tracking, validation, and reporting experience within the public sector financial environment. Such experience should demonstrate successful implementation or support of systems integrated with, or operating in relation to, government financial and administrative systems such as BAS, LOGIS and/or PERSAL.</p> <p>The experience may include, but is not limited to, engagements implemented under national or provincial initiatives such as the SITA model RFB (1183/2022) or other comparable public-sector automation projects.</p> <p>Bidders must provide verifiable references demonstrating their ability to implement, configure, or support automation and reporting solutions that strengthen financial governance, enhance data integrity, and align with public sector compliance requirements.</p> <p><b>Your references must include any of the following services to be considered:</b></p> <ul style="list-style-type: none"> <li>• ICT Management Services</li> <li>• Business Planning &amp; Development</li> <li>• Business Solutions Delivery Services</li> <li>• Information Security Systems</li> <li>• Business Solution Implementation Services</li> <li>• Applications Development Services</li> <li>• ICT Services Support Management</li> <li>• Planning &amp; Organisation</li> <li>• Communication Network</li> <li>• LAN &amp; Desktop Support</li> </ul> <p>Reference Points per reference letter:                      02 letters (10 points)                      03 Letters (20 points)</p>	<p><b>35</b></p>

**APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS.**

	<p>05 letters (35 points)</p> <p>All points will be limited to 35 in whichever combination or ratio.</p> <p><b>(35 Points)</b></p>																																											
<p><b>2. Core System Capability, System Architecture and Integration</b></p>	<p>Prototype requirements:</p> <table border="1"> <thead> <tr> <th>Feature</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Centralized Invoice Submission Platform</td> <td>A unified platform enabling invoice submissions via iOS and Android mobile apps, a web application, and email.</td> <td>4</td> </tr> <tr> <td>Duplicate Invoice Detection</td> <td>Automated detection of duplicate invoices per supplier to prevent double payment.</td> <td>4</td> </tr> <tr> <td>Optical Character Recognition (OCR)</td> <td>OCR integration to extract invoice data from scanned or uploaded documents.</td> <td>10</td> </tr> <tr> <td>MAAA Number Validation</td> <td>Real-time validation of supplier MAAA numbers with the Central Supplier Database (CSD).</td> <td>4</td> </tr> <tr> <td>Purchase Order (PO) Linkage</td> <td>Supplier input of PO number must link automatically to internal records.</td> <td>5</td> </tr> <tr> <td>Supplier Sign-off</td> <td>Mandatory supplier confirmation/sign-off on submitted invoices.</td> <td>3</td> </tr> <tr> <td>Automated Communication</td> <td>System-generated notifications to suppliers across all invoice lifecycle stages.</td> <td>4</td> </tr> <tr> <td>Auxiliary Document Handling</td> <td>Upload and processing of supporting documents (e.g., delivery notes, PDFs).</td> <td>2</td> </tr> <tr> <td>POPIA Compliance</td> <td>Adherence to data privacy and protection standards as per POPIA.</td> <td>4</td> </tr> <tr> <td>Disaster Recovery &amp; Business Continuity</td> <td>Measures ensuring system resilience and continuity in case of failure.</td> <td>3</td> </tr> <tr> <td>System Integration</td> <td>Compatibility with existing transversal requisition systems and future e-Submission capabilities.</td> <td>4</td> </tr> <tr> <td>User manuals and guides</td> <td>Functional Imbedded user manuals and guides</td> <td>4</td> </tr> <tr> <td>Audit Trail &amp; Error Logging</td> <td>Full traceability of actions and robust error tracking features.</td> <td>4</td> </tr> </tbody> </table> <p><b>55</b></p> <p>In-person Presentation Requirements:</p> <ul style="list-style-type: none"> <li>A PowerPoint presentation is mandatory and must clearly outline how each of the above criteria is met. Failure to submit this presentation will result in forfeiture of functionality points.</li> </ul> <p><b>Total Points Available: (55 Points)</b></p>	Feature	Description	Points	Centralized Invoice Submission Platform	A unified platform enabling invoice submissions via iOS and Android mobile apps, a web application, and email.	4	Duplicate Invoice Detection	Automated detection of duplicate invoices per supplier to prevent double payment.	4	Optical Character Recognition (OCR)	OCR integration to extract invoice data from scanned or uploaded documents.	10	MAAA Number Validation	Real-time validation of supplier MAAA numbers with the Central Supplier Database (CSD).	4	Purchase Order (PO) Linkage	Supplier input of PO number must link automatically to internal records.	5	Supplier Sign-off	Mandatory supplier confirmation/sign-off on submitted invoices.	3	Automated Communication	System-generated notifications to suppliers across all invoice lifecycle stages.	4	Auxiliary Document Handling	Upload and processing of supporting documents (e.g., delivery notes, PDFs).	2	POPIA Compliance	Adherence to data privacy and protection standards as per POPIA.	4	Disaster Recovery & Business Continuity	Measures ensuring system resilience and continuity in case of failure.	3	System Integration	Compatibility with existing transversal requisition systems and future e-Submission capabilities.	4	User manuals and guides	Functional Imbedded user manuals and guides	4	Audit Trail & Error Logging	Full traceability of actions and robust error tracking features.	4	
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**APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS.**

<p><b>3. Training &amp; Change Management Strategy</b></p>	<p>To qualify for points under this criterion, the proposal must include a detailed Training and Change Management Strategy that supports successful implementation and sustained adoption of the system.</p> <p>The strategy must outline:</p> <ul style="list-style-type: none"> <li>• Initial training sessions for both internal stakeholders and suppliers, ensuring a clear understanding of system usage from the outset. <b>2 Points</b></li> <li>• It should also include the provision of comprehensive training materials, such as user manuals, step-by-step guides, and video tutorials, to support various learning preferences. <b>2 Points</b></li> <li>• In addition, the strategy must demonstrate how on-demand refresher training will be made available post-implementation, ensuring continued knowledge retention and user confidence. <b>2 Points</b></li> <li>• A key requirement is the inclusion of a regional support approach, specifically addressing the onboarding of rural-based SMEs and suppliers to promote inclusivity and equitable access. <b>2 Points</b></li> <li>• The proposal must clearly define the timeline and scope of the training rollout, indicating specific milestones, responsibilities, and geographic reach. <b>2 Points</b></li> </ul> <p>A PowerPoint presentation is mandatory and must explicitly demonstrate how each of these elements will be delivered. Failure to submit the presentation will result in forfeiture of the functionality points allocated to this section.</p> <p>In-person Presentation Requirements:</p> <ul style="list-style-type: none"> <li>• A PowerPoint presentation is mandatory and must clearly outline how each of the above criteria is met. Failure to submit this presentation will result in forfeiture of functionality points.</li> </ul> <p><b>Total Points Available: (10 Points)</b></p>
--	--

**10**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE IMPLEMENTATION AND MAINTENANCE OF AN INVOICE TRACKING SYSTEM FOR THE MPUMALANGA PROVINCIAL GOVERNMENT FOR A PERIOD OF 60 MONTHS (05 YEARS), WITH AN OPTION TO EXTEND FOR THREE YEARS**

*Bidders will be expected to come and make presentations including provision of live demonstrations as part of the evaluation process*

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

The second stage will evaluate the price and specific goals preference points of those bids, which meet the minimum threshold for functionality. In accordance with the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Framework Act (no. 5 of 2000).

The lowest acceptable tender will be used to determine the applicable preference point system whether 80/20 or 90/10. During this stage, the 90 or the 80 points will be allocated for price only whereas the 10 or the 20 points are for the specific goals contributor. Sufficient information must be provided to allow the Bid Evaluation Committee to score bid against all these criteria.

**8.2.2. The formula to be utilised to convert the functionality scores to percentages is as follows:**

$$P_s = 90/80 \left[ \frac{1 - \frac{P_t - P_{\min}}{P_{\min}}}{P_{\min}} \right]$$

The points scored for functionality shall be calculated as follows:

Each BEC member shall award points for each criterion on the score sheet.

The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and the minimum threshold of 70 points.

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

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

**8.2.3. Price/Financial stage and Specific goals in terms of the 90/10 or 80/20 preference point system.**

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Only price/financial bids that are submitted in the South African Rand will be considered. The department reserves the right to negotiate rates/prices submitted by bidders.

Responsive bids will be adjudicated by the Department on the 90/10 or 80/20 preference point system. Only bids that have met the Phase I requirements shall be evaluated under Phase II in terms of the 90/10 or 80/20 preference points system. During this stage, the 90 or 80 points will be allocated for price only whereas the 10 or 20 points are for the specific goals.

The lowest acceptable bid shall obtain the maximum percentage allocated for price. All other bids with higher prices shall proportionately obtain lower percentages.

The final points that will guide the selection of a preferred bidder shall be calculated as follows:

$$P_s = 90/80 \left[ \frac{1 - P_t - P_{\min}}{P_{\min}} \right]$$

Where:

$P_s$  = Points scored for comparative price of tender or offer under consideration

$P_t$  = Comparative price of tender or offer under consideration and

$P_{\min}$  = Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are included as part of the standard bidding document.

A maximum of 10 or 20 points may be awarded to a tenderer for the specific goal specified for the tender.

Subject to section 2(1)(f) of the Act, the contract may be awarded to the tenderer scoring the highest points.

Points will also be awarded to a bidder for attaining the specific goal specified of contributor:

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Description	90/10	80/20
Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)	5 points	10 points
Enterprises that are at least 51% women-owned	3 points	6 points
Enterprises that are at least 51% owned by disabled persons	1 points	2 points
Enterprises with at least a 51% ownership by Youth	1 points	2 points

**8.2.3. Recommendations**

Bidder (s) with the highest points shall then be considered for recommendation based on the requirements of this bid.

\_\_\_\_\_  
**BIDDER SIGNATURE**

\_\_\_\_\_  
**DATE**

**SECTION C: SPECIAL CONDITIONS**

- The Special Conditions of Contract are supplementary to the General Conditions of Contract. Where the Special Conditions of Contract are in conflict with the General Conditions of Contract, the latter take precedence. The Department reserves its right to disqualify any bidder who:
  - a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
  - b. seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to

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obtain any unlawful advantage in relation to procurement or services provided or to be provided by the Department;

- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Department officials, directors, suppliers, advisors or other representatives;
- d. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided by the Department;
- e. pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services by the Department;
- f. has in the past engaged in any matter referred to above; or has been found guilty in a court of law on charges of fraud and/or forgery.

- **MISREPRESENTATION DURING THE LIFE CYCLE OF THE CONTRACT**

Misrepresentations in a bid may give rise to the termination of the contract and a claim by the Department against the contractor, its suppliers or agents under any obligation whatsoever. Including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of his/her response to this bid.

- **INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, incurs costs or damages (including the cost of any investigation, procedural impairment, enforcement of intellectual property rights or confidentiality obligations), then the contractor shall indemnify the Department for any damages or harm and all such costs that the contractor may incur.

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Equally, a bidder(s) participates in this bid process entirely at his/her own cost and related risks. The Department shall not be liable for any cost incurred or damages suffered as a result of the bidder's participation in the bidding process.

**12. PRECEDENCE**

This document shall prevail over any form of information that may have been provided during any briefing session (whether oral or written) unless such written information expressly amends the contents of this document.

**13. VALIDITY PERIOD**

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

**14. DEFAULTERS AND RESTRICTED SUPPLIERS**

The bid shall not be awarded to a bidder(s) whose name or any of his/her company members, directors, partners or trustees are regarded as defaulters and/or appear on the Register of Defaulters or List of Restricted Suppliers.

**15. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be considered and where practical, will be returned unopened to the bidder(s).

**16. DURATION OF CONTRACT**

The contract shall run for 05 years with an option to extend for a maximum period of 03 years subject to performance and budget availability.

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**17. RIGHTS RESERVED**

The Mpumalanga Provincial Treasury reserves the rights, as follows:

- Reject an award of a specific category where responses are found to be unsubstantial by the evaluating panel;
- To appoint single or multiple service providers subject to the assessment.
- The bidder will be expected to implement for 11 departments and have a training database and a disaster recovery database, and the department reserves the right to utilize phase in approach for implementation (i.e. to implement for one or more Department).
- To source more or less than the number of licenses per user/databases as indicated on the quantity based on the budget, priorities, policies, etc.
- Invite shortlisted service providers to present their bid proposals for final decision. The presentation should follow the following structure:
  - Company overview
  - Team overview
  - Solution overview with focus on responding to requirements
  - Solution demonstrations
  - License cost model breakdown. i.e. per user/access based/server based models
- Future additional solutions will be evaluated on the same criteria and services will be acquired based on quotations.
- Reserves the right not to appoint the lowest bid
- Reserves the right to cancel the bid
- Reserves the right to negotiate price with the appointed bidder
- Reserves the right to accept whole or part of the bid or split the bid
- Reserves the right to terminate the contract due to underperformance
- The onus lies with the bidder to provide adequate and verifiable information.
- Bidders are required to attend a compulsory briefing session at Nokuthula Simelane Building, Lower Ground Boardroom.

**18. CONTACT PERSON FOR TECHNICAL ENQUIRIES**

Please direct any enquiries in relation to these specifications/Terms of Reference (TORs) to the following person/s:

Mr. Lucky Radebe  
(013) 766 4380  
[LJRadebe@mpg.gov.za](mailto:LJRadebe@mpg.gov.za)

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I fully understand and accept in full, the contents of the special conditions contained in this bid document and authorized to sign and accept these conditions.

\_\_\_\_\_  
**SIGNATURE OF BIDDER  
OR AUTHORISED PERSON**

\_\_\_\_\_  
**DATE**

**SECTION D: PRICING SCHEDULE**

**19. SCHEDULE OF RATES**

- a. Bidders are required to quote firm prices on their proposals.
- b. Pricing shall be fixed for a period of five years

**20. SCOPE OF WORK AND PRICING**

The table format below indicates the standard business requirements, and the pricing should reflect based on the **successful deployment of the Invoice Management System**. It is important to note that any activities that falls out of the scope of work listed below will be contracted and managed by a new Service Level Agreement (SLA).

<b>a. Systems Implementation Requirements</b>	<b>Yes/No</b>
<ul style="list-style-type: none"> <li>i. Development of the systems as per the specifications</li> <li>ii. Project Management</li> <li>iii. Setup and Installation of software (system software and networking is accessible to all suppliers).</li> <li>iv. Customization and Configuration</li> <li>v. Architecture and business process model</li> <li>vi. Testing</li> <li>vii. Change management</li> <li>viii. Implementation</li> </ul>	
<b>b. Functional Requirements</b>	<b>Yes/No</b>
<ul style="list-style-type: none"> <li>i. <b>Invoice Management application and management functionality</b> (all invoice Management workflows that includes but not limited to the following processes): <ul style="list-style-type: none"> <li>✓ Electronic Application for invoices</li> <li>✓ Electronic approval for invoices</li> <li>✓ Interface capabilities with the transversal systems e.g. LOGIS</li> </ul> </li> </ul>	

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<ul style="list-style-type: none"> <li>✓ Real Time update with related Government legislations and policies</li> <li>✓ Web based enable and have real time, reliable dashboard and reports</li> </ul> <p><b>ii. System Reporting Requirements (but not limited to the following):</b></p> <ul style="list-style-type: none"> <li>✓ Trend analysis</li> <li>✓ Monthly summary report</li> <li>✓ Invoice Management age analysis report</li> <li>✓ Invoice Management record report</li> <li>✓ Master Invoice Report</li> <li>✓ Invoice Management adjustments report</li> </ul>	
<b>c. Data Management Requirements</b>	<b>Yes/No</b>
<ul style="list-style-type: none"> <li>i. Migration of existing data into system</li> <li>ii. Exporting / Importing data from and into external systems</li> <li>iii. Integrity of data according to Mpumalanga Provincial Treasury business rules</li> <li>iv. Security for the adequate protection of data</li> </ul>	
<b>d. System Requirements</b>	<b>Yes/No</b>
<ul style="list-style-type: none"> <li>i. Be web enabled</li> <li>ii. Be mobile compatible (iOS and android)</li> <li>iii. Integrate into a Microsoft technology platform</li> <li>iv. Allow for easy data integration across technology platforms and Mpumalanga Provincial Treasury systems</li> <li>v. Integrate with the Mpumalanga Provincial Treasury IT infrastructure environment</li> <li>vi. Allow for hosting in the Provincial data centre</li> <li>vii. Provide a high standard of security (system access and controls)</li> <li>viii. Provide a suppliers portal</li> </ul>	
<b>e. System and User Support</b>	<b>Yes/No</b>
<ul style="list-style-type: none"> <li>i. Online System Help</li> <li>ii. User Training</li> <li>iii. User Guide</li> </ul>	
<b>f. Software Licensing</b>	<b>Yes/No</b>

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21. The pricing table below must be fully completed:

**a. FIXED CHARGED ITEMS**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Sub Total
Project Management						
Setup and Installation of software (incl. Configuration, Customization and Integration)						
Change Management						
Training						
Support & Maintenance						
<b>Total Cost (Excl. VAT)</b>						
<b>VAT</b>						
<b>Total Cost (Incl. VAT)</b>						

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**b. RATE BASED ITEMS**

ITEM	UNIT	QTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Sub Total
Rights to access								
User	Each	300						
Database	Each	13						
Total Cost (Excl. VAT)								
VAT								
Total Cost (Incl.VAT)								

**c. TOTAL PRICE OF THE TENDER**

ITEM	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	Sub Total
Total Fixed Charged Items						
Total Rate Based Items						
Total Cost (Excl. VAT)						
VAT						
Total Cost (Incl.VAT)						

Please Note! Bidders are obliged to give correct figures of prices

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\_\_\_\_\_

**SIGNATURE OF BIDDER  
OR AUTHORISED PERSON**

\_\_\_\_\_

**DATE**



### Application for a Tax Clearance Certificate

**Purpose**

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

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

**Particulars of applicant**

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

Trading name  
(If applicable)

ID/Passport no

Company/Close Corp.  
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax  
no

E-mail address

Physical address

Postal address

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax  
no

E-mail address

Physical address

**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R

Expected duration of the tender year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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**Audit**

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

[Empty box for providing details if YES]

**Appointment of representative/agent (Power of Attorney)**

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

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

Signature of representative/agent  
Name of representative/agent

Date

**Declaration**

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

Signature of applicant/Public Officer  
Name of applicant/  
Public Officer

Date

**Notes:**

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

## BIDDER'S DISCLOSURE

**1. PURPOSE OF THE FORM**

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 interest<sup>1</sup> 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

---

<sup>1</sup> 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 consortium<sup>2</sup> 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

<sup>2</sup> 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.

**SBD4**

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**

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

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

**1. GENERAL CONDITIONS**

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

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

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

- a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.
- b) 80/20 or 90/10 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>SPECIFIC GOALS</b>	20	10
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

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

- 1.6 The organ of state reserves the right to require either of a tenderer, before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.
- 1.7 Bidders who wish to claim points in terms of table 4.2 below need to provide proof for each point claimed as guided below:
- Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBBEE Act)– **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Enterprises that are at least 51% women-owned - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**
  - Enterprises that are at least 51% owned by disabled persons – **attach doctor’s letter confirming the disability**
  - Enterprises with at least a 51% ownership by Youth - **attach certified copy of identity document (ID) and company registration document / CSD report to show/ substantiate percentage ownership equity.**

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Percentage ownership equity (To be completed by the tenderer)	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points allocated (90/10 system)	Number of points claimed (90/10 system) (To be completed by the tenderer)
I. Enterprises that are at least 51% that have historically disadvantaged persons such as Black persons (as defined by BBEE Act)		10 points		5 points	
II. Enterprises that are at least 51% women-owned		6 points		3 points	
III. Enterprises that are at least 51% owned by disabled persons		2 points		1 points	
IV. Enterprises with at least a 51% ownership by Youth		2 points		1 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.

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

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**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](http://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)