

MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF AGRICULTURE, RURAL
DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS**

BID NUMBER: ALA/613/26/MP

**APPOINTMENT OF A SERVICE PROVIDER TO
ESTABLISH, OPERATE AND
INSTITUTIONALISE A DEPARTMENTAL
PROJECT MANAGEMENT OFFICE (PMO) FOR
THE MPUMALANGA DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT, LAND
AND ENVIRONMENTAL AFFAIRS FOR THE
PERIOD OF SIXTY (60) MONTHS**

ISSUED BY:

Department of Agriculture, Rural Development, Land & Environmental Affairs
Private Bag X11219
Mbombela
1200

CSD SUPPLIER NUMBER:MAAA.....
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 AGRICULTURE, RURAL DEVELOPMENT, LAND & ENVIRONMENTAL AFFAIRS					
BID NUMBER:	ALA/613/26/MP	CLOSING DATE:	06 NOVEMBER 2026	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR THE MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR THE PERIOD OF SIXTY (60) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre SECUNDA , No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 2280, BUSHBUCKRIDGE , The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms.I.K Mathebula	CONTACT PERSON	Mr. B.P Mahlangu		
TELEPHONE NUMBER	013 766 6307	TELEPHONE NUMBER	013 752 4000		
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	ikmathebula@mpg.gov.za	E-MAIL ADDRESS	mahlangu@mpg.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

MPUMALANGA PROVINCIAL GOVERNMENT

**DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS**



INVITATION TO BID

**APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND
INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR THE
MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS FOR A PERIOD OF SIXTY (60) MONTHS**

NAME OF BIDDER : _____
TEL NUMBER : _____
FAX NUMBER : _____



**HEAD OF DEPARTMENT
MPUMALANGA DEPT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND
ENVIRONMENTAL AFFAIRS
PRIVATE BAG X11219
MBOMBELA, 1200**

ENQUIRIES : **Mr. BP Mahlangu**
CONTACT : **(013) 759 4000**

**CLOSING DATE: AS PER BID BULLETIN
THE BID IS VALID FOR 90 DAYS**

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

BID NOTICE AND INVITATION TO BID

BIDs are hereby invited for the **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR THE MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF SIXTY (60) MONTHS.**

Bid documents will be obtainable from the following Bid Offices, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage), Elukwatini Sub-Regional Offices and The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge**, on payment of a non-refundable levy of **R150.00** or can be downloaded at <http://www.etenders.gov.za>. Only card or cash payment will be accepted and document can be collected between 7:45 and 16:00.

The closing date for receipt of bids is as per the bid bulletin

Duly completed Bids enclosed in a sealed envelope marked **"APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR THE MPUMALANGA DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT, LAND AND ENVIRONMENTAL AFFAIRS FOR A PERIOD OF SIXTY (60) MONTHS"** with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided at the following Bid Offices, **Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Siyabuswa, Piet Retief, Elukwatini and Secunda**. The Bids will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted. Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration. All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

There will be **NO COMPULSORY BRIEFING SESSION** for this bid.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

DEFINITIONS AND INTERPRETATION

For purposes of this bid document, the terms “Program” and “Programme” have distinct meanings and shall not be used interchangeably. “Programme” refers to a formal DARDLEA organisational, planning, budgeting or performance management Programme, whereas “Program” refers to the project management concept of a coordinated group of related projects and associated activities managed collectively to achieve defined outcomes and benefits. Where reference is made collectively to the project management disciplines, the terminology “Portfolio, Program and Project Management” shall be used.

For purposes of this bid document, unless the context indicates otherwise, the following terms shall have the meanings assigned to them below:

Term	Definition
Department / DARDLEA	The Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs.
Service Provider	The successful bidder appointed by DARDLEA to establish, operate and institutionalise the Departmental Project Management Office for the contract period.
Project Management Office (PMO)	The integrated management, governance, coordination, control, reporting and decision-support function established to support DARDLEA in the management of its portfolio, programs and projects.
Project	A temporary undertaking established to deliver a defined output, asset, service or result within an approved scope, timeframe, budget and governance framework. A project has a defined beginning and end and is managed against approved objectives, deliverables and performance requirements.
Program – Project Management Context	A group of related projects and, where applicable, associated activities that are managed in a coordinated manner to achieve benefits, outcomes and control that would not be obtained by managing the projects individually. A program does not necessarily correspond to a DARDLEA Departmental Programme.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Term	Definition
Programme – Departmental Context	A formal organisational, planning, budgeting and performance-management component of DARDLEA established through the Department's approved strategic, annual performance and budget structures. A Departmental Programme may contain several programs, projects, operational activities and other initiatives.
Departmental Programme Manager	The DARDLEA official responsible for the management, administration and performance of a Departmental Programme. This role is distinct from a Program Manager in the project management context.
Program Manager	The person responsible for coordinating and managing a Program of related projects to achieve defined Program objectives, outcomes and benefits.
Portfolio	A collection of projects, Programs and other initiatives grouped together for strategic oversight, prioritisation, governance, resource allocation, risk management and performance monitoring. Components of a Portfolio do not have to be directly related or interdependent.
Departmental Portfolio	The consolidated body of DARDLEA projects, Programs and other initiatives overseen through the PMO for purposes of strategic alignment, prioritisation, governance, resource oversight, performance monitoring and value realisation.
Portfolio Management	The coordinated management of the Departmental Portfolio to support strategic alignment, prioritisation, resource allocation, risk oversight, performance monitoring and value realisation.
Program Management	The coordinated management of related projects and associated activities to achieve Program-level objectives, outcomes and benefits that would not be achieved by managing the projects independently.
Project Management	The application of appropriate knowledge, skills, methods, governance, planning, coordination, monitoring and control to achieve the approved objectives and requirements of a project.

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Term	Definition
Portfolio, Program and Project Management (P3M)	The integrated management of Portfolios, Programs and projects as distinct but interrelated levels of management within the Department's delivery environment.
Project Management Information System (PMIS)	The integrated information environment, system or combination of systems used to capture, manage, control, analyse, store and report Portfolio, Program and project information.
Project Controls	The processes, systems and tools used to establish, monitor and control project or Program scope, schedules, costs, progress, risks, issues, changes, forecasts and other performance information.
Baseline	The formally approved scope, schedule, cost or other performance reference against which actual project or Program performance is measured and controlled.
Project / Work Allocation	A formal instruction or approved assignment issued by DARDLEA to the Service Provider specifying the project, Program or PMO work to be undertaken, the resources required, approved hours, deliverables and applicable performance requirements.
Cross-Cutting PMO Activities	PMO activities that support more than one project or Program, including Portfolio Management, PMIS administration, consolidated reporting, Portfolio governance, executive decision support, audit coordination, Portfolio risk management and PMO institutionalisation.
Deliverable	A defined and verifiable output, document, system, report, service or result required under the PMO appointment or an approved work allocation.
Milestone	A significant event, decision point, approval or achievement used to monitor progress against an approved project or Program plan or schedule.
Stage-Gate	A formal governance control point at which the status, readiness, documentation, risks, approvals and performance of a project or Program are reviewed before progression to the next stage.

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Term	Definition
Risk	An uncertain event or condition that, if it occurs, may positively or negatively affect the achievement of Portfolio, Program, project or PMO objectives.
Issue	An event, condition or matter that has already occurred and requires resolution, intervention, decision or corrective action.
Change	A proposed or approved alteration to the authorised scope, cost, schedule, deliverables, requirements or other baseline element of a project or Program.
Change Control	The structured process through which proposed changes are identified, assessed, approved or rejected, recorded, implemented and monitored.
Dependency	A relationship in which the commencement, progress or completion of one activity, project, Program or deliverable depends on another activity, decision, resource, project, Program or external event.
Project Health Assessment	A structured assessment of the overall condition and performance of a project, including scope, schedule, cost, progress, risks, governance, controls, contractual matters and likelihood of successful completion.
Distressed Project	A project experiencing significant performance, governance, contractual, financial, schedule or delivery difficulties requiring enhanced intervention, recovery planning or management escalation.
Recovery Plan	A documented set of corrective actions, responsibilities, timelines and interventions intended to restore a delayed or distressed project or Program to an acceptable delivery position.
Benefits	The measurable improvements, outcomes or value expected to arise from the implementation of a project or Program.
Benefits Realisation	The process of identifying, planning, monitoring and assessing whether the intended benefits and outcomes of projects and Programs are being achieved.

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Term	Definition
Governance	The structures, roles, responsibilities, delegations, approvals, decision-making processes, controls and accountability arrangements through which Portfolios, Programs and projects are directed and overseen.
Project Assurance	Structured review and assessment of project or Program governance, controls, performance, risks and information to provide management with increased confidence regarding delivery and identify matters requiring intervention.
Audit Support	Support provided by the PMO in relation to audit readiness, coordination of information requests, evidence management, management responses, root-cause analysis, corrective-action monitoring and closure of audit findings. Audit Support does not include the independent statutory functions of Internal Audit, the Auditor-General South Africa or other independent assurance providers.
Audit-Ready Project File	A complete, organised, current and traceable set of project records and supporting evidence capable of demonstrating approvals, decisions, expenditure, contractual actions, performance and compliance during an audit or assurance process.
Corrective Action	An action taken to address an identified deficiency, control weakness, audit finding, project-performance problem or root cause and prevent or reduce recurrence.
Root-Cause Analysis	A structured process used to identify the underlying cause or causes of a project failure, control weakness, audit finding or recurring problem in order to determine appropriate corrective action.
Management Information	Consolidated, reliable and relevant Portfolio, Program and project information used by DARDLEA management for oversight, decision-making, intervention and reporting.

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Term	Definition
Executive Decision Support	Analysis, reporting, forecasts, recommendations and other information prepared to assist the Accounting Officer, Executive Management and other authorised governance structures in making informed decisions.
Infrastructure Project	A project involving the planning, design, construction, rehabilitation, upgrading, commissioning, maintenance intervention or close-out of physical infrastructure, facilities or associated systems.
Technical Professional	A suitably qualified and, where required, professionally registered engineer, engineering technologist, quantity surveyor, construction professional or other specialist responsible for technical or statutory professional services on a project.
Professional Resource	An approved member of the Service Provider's personnel assigned to perform services under the contract at an approved professional hourly rate.
Approved Hours	The maximum professional hours authorised by DARDLEA for a particular project, Program, PMO activity or other approved work allocation.
Institutionalisation	The process of embedding the PMO's governance arrangements, methodologies, systems, processes, tools, information standards and management practices into DARDLEA's normal operating environment so that the capability can be sustained beyond the Service Provider's appointment.
Knowledge Transfer	The structured transfer of methodologies, systems, tools, skills, experience, records and organisational knowledge from the Service Provider to DARDLEA officials throughout the contract period.
Skills Transfer	Formal and practical development of DARDLEA officials' Portfolio, Program and project management capabilities through training, coaching, mentoring, participation and application of PMO systems and practices.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Term	Definition
Handover	The structured transfer to DARDLEA of PMO systems, data, records, methodologies, templates, processes, documentation and organisational knowledge before expiry or termination of the contract.
Contract Period	The sixty (60)-month period commencing on the effective date stipulated in the Service Level Agreement or formal appointment instrument.
Service Level Agreement (SLA)	The formal agreement between DARDLEA and the successful Service Provider setting out the contractual terms, responsibilities, performance requirements and administrative arrangements applicable to the PMO appointment.
CPI	Consumer Price Index as published by Statistics South Africa and used for approved annual adjustments to professional rates in accordance with the contract.
AGSA	Auditor-General of South Africa.
SCM	Supply Chain Management.
ECSA	Engineering Council of South Africa.
SACPCMP	South African Council for the Project and Construction Management Professions.
PMP®	Project Management Professional certification issued by the Project Management Institute.
CA(SA)	Chartered Accountant (South Africa), registered with the South African Institute of Chartered Accountants.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

1. BACKGROUND AND CONTEXT

The Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA) is established in terms of section 197 of the Constitution and read with section 7 (1) and 7 (2) of the Public Services Act of 1994. Our core mandate:

- Comprehensive development strategy linked to land and agrarian reform and food security,
- Speeding up growth and transforming the economy to create decent work and sustainable livelihoods,
- Strengthening the skills and human resource base,
- Sustainable resource management and use, and
- Building a developmental state including improvement of public services and strengthening democratic institutions

The Department has Nine (9) core Programmes, that contributes to the achievement of the mandate of the Department, namely: Administration, Sustainable Resource Management, Agricultural Producer Support and Development, Veterinary Services, Research and Technology Development Services, Agricultural Economics Services, Structured Agricultural Education and Training, Rural Development Coordination and Environmental Affairs.

The Department's mandate is implemented through a combination of operational programmes, infrastructure investments, development initiatives, professional services, grants, partnerships and other projects requiring effective coordination across branches, districts, implementing agents, service providers, professional teams, beneficiaries and other spheres of government.

The scale, diversity and interdependency of the Department's project portfolio require an integrated approach to portfolio, program and project governance. Project performance cannot be assessed solely on completion of activities or expenditure. Projects must demonstrate continued strategic relevance, appropriate governance, effective utilisation of financial and human resources, management of risks and dependencies, delivery of intended outputs and ultimately the realisation of measurable benefits.

Modern PMO practice similarly places emphasis on connecting organisational strategy to implementation, rather than limiting the PMO to project administration and reporting. PMI identifies strategic alignment, value and benefits realisation, stakeholder/customer engagement and data-driven decision-making as central capabilities of a high-performing PMO.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

The Department therefore intends to appoint a suitably qualified and experienced professional service provider to establish, implement, operate, progressively institutionalise and transfer a Departmental Project Management Office for a period of sixty (60) months.

The PMO shall provide an integrated governance and delivery capability across the Department's portfolio, programs and projects, while preserving the statutory responsibilities, delegations and accountability of the Accounting Officer, Departmental management, programme managers, Supply Chain Management, Finance and other duly authorised officials.

The PMO shall not substitute the governance or statutory functions of the Department. It shall provide the professional systems, information, controls, assurance, coordination and technical support necessary to enable accountable and evidence-based decision-making.

2. PURPOSE OF THE APPOINTMENT

The purpose of this appointment is to procure the services of a suitably qualified and experienced professional service provider to establish, operate and institutionalise a fully functional Departmental Project Management Office (PMO) for the Mpumalanga Department of Agriculture, Rural Development, Land and Environmental Affairs (DARDLEA) for a period of sixty (60) months.

The PMO will serve as an integrated management, governance and assurance function responsible for strengthening the Department's capability to plan, coordinate, monitor, control and report on its portfolio of programs and projects. It will provide a consolidated view of departmental investments and delivery performance to support management in ensuring that programs and projects remain aligned with approved strategic priorities, budgets, performance commitments and intended developmental outcomes. This reflects the portfolio-management principle that projects and programs should be managed collectively in support of organisational strategy and value delivery.

The PMO shall provide the full range of required PMO services from the commencement of the contract, including portfolio and program management, project management support, integrated planning and scheduling, project controls, performance monitoring, governance, risk and issue management, change control, financial and cost-performance monitoring, benefits realisation, stakeholder coordination, management reporting, data analytics, PMIS administration, document and information management, project assurance and comprehensive audit support. The intention is therefore not merely to establish an administrative reporting office, but to provide a strategic and operational capability that connects departmental strategy with effective implementation and supports evidence-based management decision-making.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

In relation to infrastructure projects, the PMO shall complement and integrate the work of the Department's existing engineers, engineering technicians, consulting engineers and other appointed professional service providers. The PMO shall not duplicate or replace their technical and professional responsibilities. Its role shall be to strengthen program and project governance, integration, planning, project controls, coordination, portfolio oversight, management reporting, escalation and assurance across the infrastructure portfolio.

A key purpose of the appointment is also to strengthen DARDLEA's governance and audit environment. The PMO shall provide comprehensive support to the Department in preparing for and responding to internal and external audits and other assurance processes. This shall include maintaining audit-ready project records, coordinating and reviewing information requests, consolidating and validating supporting evidence, supporting management responses, facilitating technical inputs from responsible professionals, analysing audit observations and findings, undertaking root-cause analysis, managing corrective actions and monitoring findings through to verified closure. The PMO shall, however, remain distinct from the statutory and independent functions of the Auditor-General, Internal Audit and other assurance providers.

Throughout the contract period, the PMO shall also strengthen project management capability within the Department through standardised methodologies, systems, tools, templates, coaching, knowledge management and continuous improvement. By the end of the sixty-month appointment, the service provider shall have institutionalised the agreed PMO framework and completed a structured transfer of systems, processes, records, knowledge and capability to enable continuity and sustainability of the PMO function beyond the contract period.

The ultimate purpose of the appointment is therefore to provide DARDLEA with a fully operational, integrated and strategically aligned PMO that improves governance, delivery predictability, accountability, audit readiness, management information and value realisation across the Department's portfolio of programs and projects.

3. OBJECTIVES OF THE APPOINTMENT

3.1. Overall Objective

The overall objective of the appointment is to provide DARDLEA with a fully functional, integrated and professionally managed Departmental Project Management Office (PMO) from the commencement of the contract, capable of strengthening the governance, coordination, management, monitoring and assurance of the Department's portfolio of programs and projects for the full sixty (60)-month contract period.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

The PMO shall support the Department in translating its strategic priorities, approved plans and allocated resources into effectively governed and implemented programs and projects that deliver the intended outputs, outcomes and benefits. The PMO shall therefore operate beyond an administrative or reporting function and provide strategic, tactical and operational project management support across portfolio, program and project levels.

3.2. Specific Objectives

The specific objectives of the appointment are to:

- **Strengthen strategic alignment and portfolio oversight** by establishing and maintaining a consolidated view of the Department's programs and projects and ensuring that these remain aligned with DARDLEA's approved strategic objectives, Annual Performance Plans, budgets, service-delivery commitments and other authorised priorities. The PMO shall support management in assessing priorities, dependencies, resource requirements, risks and expected value across the portfolio.
- **Provide integrated portfolio, program and project management services** across the Department by coordinating the application of appropriate management practices, systems and controls at portfolio, program and project level and ensuring effective integration between these levels.
- **Strengthen project and program governance** by establishing, maintaining and supporting appropriate governance structures, decision-making processes, escalation mechanisms, stage-gate controls, roles and responsibilities, approval requirements and reporting arrangements across the Department's project environment.
- **Improve planning and delivery discipline** by ensuring that programs and projects are supported by clearly defined objectives, scope, budgets, implementation schedules, resource requirements, risk assessments, procurement milestones, performance baselines and appropriate project management documentation before and during implementation.
- **Improve project performance and delivery predictability** through systematic monitoring and control of scope, schedule, cost, quality, risks, issues, changes, dependencies, commitments and project outcomes, with early identification and escalation of actual or anticipated deviations requiring management intervention.
- **Provide integrated project controls and management information** that enable the Department to obtain a reliable and current view of the status of its programs and projects, including physical progress, financial performance, key milestones, risks, issues, contractual events, decisions, corrective actions and forecast completion.

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- **Strengthen portfolio-level risk, issue and change management** by maintaining integrated risk, issue, dependency, assumption, decision and change-control processes and ensuring that matters that may affect program or project delivery are identified, assessed, assigned, monitored and escalated timeously.
- **Strengthen financial and cost-performance oversight** by improving the alignment between approved project budgets, commitments, expenditure, payment information, physical progress, approved changes, cash-flow forecasts and anticipated final costs, and by supporting management with reliable financial and project-performance information for decision-making.
- **Strengthen benefits and value realisation** by ensuring that programs and projects are not assessed solely on the completion of activities or expenditure, but also against the outputs, outcomes and benefits for which they were approved.
- **Provide comprehensive audit, assurance and governance support** to the Department throughout the contract period, including continuous audit readiness, coordination and quality review of responses to audit information requests, consolidation and verification of project evidence, support in preparing management responses, analysis of audit observations and findings, root-cause analysis, development and monitoring of corrective actions and support for the verified closure of findings.
- **Strengthen the integrity and auditability of project information** by ensuring that program and project records, approvals, decisions, reports, contractual information and supporting evidence are appropriately maintained, traceable, accessible and capable of supporting internal and external assurance processes.
- **Provide substantive support during internal and external audits and other assurance engagements**, including those undertaken by the Auditor-General South Africa, Internal Audit, Audit Committee structures, Provincial Treasury, National Treasury, funding institutions and other duly authorised assurance or oversight bodies, while preserving the independence and statutory functions of those institutions.
- **Support the prevention of recurring audit findings and control weaknesses** by translating lessons arising from audits, project reviews, investigations and assurance processes into improved methodologies, controls, templates, governance arrangements, training and corrective interventions.
- **Improve program and project reporting and executive decision support** through standardised, accurate and timely dashboards, portfolio reports, exception reports, project-health information, forecasts and decision-support information tailored to the needs of the Accounting Officer, Executive Management, program managers and other relevant governance structures.
- **Establish and maintain an integrated Project Management Information System (PMIS)** and associated information-management arrangements that provide a reliable

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

source of portfolio, program and project information and support standardised reporting, document control, workflow, registers, dashboards and performance analytics.

- **Improve coordination across Departmental functions and stakeholders** by facilitating effective interfaces between project sponsors, programme managers, Finance, Supply Chain Management, Monitoring and Evaluation, technical directorates, district structures, service providers, beneficiaries and other stakeholders whose activities affect successful project delivery.
- **Integrate infrastructure project management** without duplicating existing technical functions. In relation to infrastructure projects, the PMO shall complement the work of the Department's engineers, engineering technicians, consulting engineers and other appointed professional service providers by providing program and project management integration, governance, planning and controls, monitoring, coordination, reporting, assurance and escalation. The PMO shall not replace or duplicate the engineering design, certification, supervision or other professional responsibilities assigned to appropriately appointed technical professionals.
- **Standardise project management practices** across the Department through the development, implementation and maintenance of appropriate frameworks, methodologies, procedures, templates, minimum documentation requirements, governance tools and reporting standards while allowing for proportional application according to the nature, value, complexity and risk of individual programs and projects.
- **Strengthen institutional project management capability** through ongoing coaching, mentoring, knowledge transfer, training, communities of practice, lessons learned and practical support to Departmental officials involved in the planning, governance and implementation of programs and projects.
- **Drive continuous improvement in the Department's project management environment** by periodically assessing the effectiveness of PMO services, project management controls and governance arrangements and implementing improvements based on performance information, stakeholder needs, lessons learned and emerging good practice.
- **Institutionalise and transfer the PMO capability by the end of the contract period** through structured knowledge transfer, handover of methodologies, systems, templates, records and organisational knowledge, assessment of internal capability and preparation of a sustainability and transition plan that enables continuity of the PMO function beyond the sixty-month appointment.

Ultimately, the PMO should enable DARDLEA to achieve greater strategic alignment, stronger governance and accountability, improved project delivery performance, enhanced audit outcomes, reliable management information, better utilisation of resources and increased realisation of value from its portfolio of programs and projects.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

4. SCOPE OF SERVICES

The successful Service Provider shall establish, operate and institutionalise a fully functional Departmental Project Management Office (PMO) for DARDLEA for a period of sixty (60) months.

The PMO shall provide integrated portfolio, program and project management services across the Department and shall be fully operational from the commencement of the contract. The PMO shall complement, and not duplicate, the functions of existing Departmental officials, engineers, engineering technicians, consulting engineers, Finance, Supply Chain Management and other appointed professional service providers.

The scope shall include, but not be limited to, the following:

4.1. PMO Governance and Operating Framework

The Service Provider shall establish and maintain the PMO governance framework, operating model, methodologies, procedures, templates, reporting standards, stage-gate requirements, roles, responsibilities, escalation mechanisms and decision-support arrangements necessary for effective portfolio, program and project governance.

4.2. Portfolio and Program Management

The PMO shall establish and maintain a consolidated Departmental portfolio of programs and projects and provide support for:

- strategic alignment and prioritisation;
- portfolio and program planning;
- management of interdependencies;
- portfolio balancing and optimisation;
- resource and capacity considerations;
- program integration;
- portfolio risk and performance oversight; and
- benefits and value realisation.

The PMO shall ensure that programs and projects remain aligned with approved Departmental priorities, plans, budgets and intended outcomes.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

4.3. Project Management and Project Controls

The PMO shall provide project management and project-controls support across the Department, including:

- project planning and baseline management;
- scope, schedule, cost and performance monitoring;
- integrated scheduling;
- risk, issue, change, action and decision management;
- progress and variance analysis;
- forecasting and early-warning reporting;
- project health assessments;
- recovery planning for delayed or distressed projects; and
- project completion and close-out monitoring.

4.4. Infrastructure Project Management Integration

The PMO shall provide project management integration, governance, coordination, monitoring and assurance while complementing the work of DARDLEA engineers, engineering technicians, consulting engineers and other appointed professionals.

The PMO shall monitor and coordinate key project milestones relating to planning, design, procurement, implementation, contractual matters, commissioning, practical completion, final completion and close-out, without assuming technical responsibilities assigned to registered professionals.

4.5. Financial, Procurement and Contract Performance Monitoring

The PMO shall provide integrated monitoring of project financial and contractual performance, including:

- project budgets and expenditure;
- commitments and cash-flow forecasts;
- cost-to-complete forecasts;
- alignment between physical and financial progress;
- procurement milestones;
- variations, extensions of time and claims;
- payment and certification status; and

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- key contractual and commercial risks.

These services shall support, but shall not replace, the statutory and delegated functions of Finance, SCM or appointed contract administrators.

4.6. PMIS, Data Management and Reporting

The Service Provider shall establish, operate and maintain an integrated Project Management Information System (PMIS) that provides a reliable and controlled source of portfolio, program and project information.

The PMIS shall include, as a minimum:

- consolidated portfolio and project registers;
- standardised data definitions and reporting standards;
- project, program and executive dashboards;
- risk, issue, change, action and decision registers;
- schedule and financial performance information;
- document and records management;
- workflow and escalation mechanisms;
- audit and corrective-action tracking; and
- trend, forecasting and predictive analysis where sufficient data is available.

The PMO shall provide regular executive, portfolio, program and project-level reports that clearly identify performance, risks, exceptions, required interventions and decisions.

4.7. Audit, Assurance and Governance Support

The PMO shall provide comprehensive audit and assurance support in relation to Departmental programs and projects.

This shall include:

- maintaining audit-ready project records;
- conducting project-file and governance reviews;
- coordinating and quality-reviewing audit information requests;
- consolidating and validating supporting evidence;
- supporting management responses to audit observations and findings;

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- coordinating technical inputs from relevant Departmental and consulting professionals;
- conducting or facilitating root-cause analysis;
- establishing and monitoring corrective-action plans;
- maintaining an integrated audit remediation register; and
- monitoring findings through to verified closure.

The PMO shall support engagements involving AGSA, Internal Audit, Audit Committee structures, Treasury and other duly authorised assurance or oversight bodies, without replacing their independent functions.

4.8. Stakeholder Coordination and Decision Support

The PMO shall facilitate coordination across Departmental programmes, directorates, districts, Finance, SCM, Monitoring and Evaluation, technical personnel, consultants, contractors and other relevant stakeholders.

The PMO shall support governance forums, track management decisions and actions, escalate unresolved matters and provide management with timely, evidence-based information for decision-making.

4.9. Capacity Development and Institutionalisation

The Service Provider shall continuously strengthen DARDLEA's portfolio, program and project management capability through:

- transfer of project management knowledge and tools;
- standardised methodologies and templates;
- lessons learned and knowledge management;
- training based on identified needs; and
- continuous improvement of PMO systems and practices.

By the end of the sixty-month contract period, the Service Provider shall have completed the institutionalisation and structured handover of the PMO capability, including the transfer of systems, data, methodologies, records, tools, processes and organisational knowledge required to support continuity of the PMO function.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

4.10. General Requirement

The PMO shall operate as an integrating, governance, management, assurance and decision-support function and shall not establish parallel structures that duplicate the professional, statutory or delegated responsibilities of existing Departmental officials or appointed professional service providers.

5. KEY DELIVERABLES

The following constitute the minimum required outputs of the PMO. The successful Service Provider shall maintain and update the applicable deliverables throughout the contract period and shall provide such additional portfolio, program and project management outputs as may reasonably be required to fulfil the approved PMO mandate.

Service Area	Key Deliverables
PMO Governance	PMO Charter, governance framework, operating model, methodologies, procedures, templates and stage-gate framework
Portfolio Management	Consolidated Departmental portfolio register, portfolio roadmap, prioritisation framework and portfolio performance information
Program Management	Program charters, integrated program plans, program schedules, dependency registers and benefits information
Project Management and Controls	Project plans, approved baselines, schedules, risk registers, issue registers, change registers, action registers, decision registers, forecasts and exception reports
Infrastructure Project Integration	Consolidated infrastructure portfolio information, integrated project schedules, project status assessments, recovery plans and completion/close-out tracking
Financial and Contract Performance	Project budget and expenditure information, commitments, cash-flow forecasts, cost-to-complete assessments, procurement milestone tracking and contractual-event registers
PMIS and Data Management	Integrated PMIS, portfolio and project database, data standards, dashboards, controlled document repository and workflow arrangements

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Management Reporting	Executive dashboards, portfolio reports, program reports, project status reports and decision-support information
Audit and Assurance Support	Audit-ready project files, audit request tracker, evidence packs, management-response support, root-cause assessments, corrective-action plans and audit remediation register
Project Assurance	Project health assessments, governance reviews, risk-based project reviews and recovery recommendations
Benefits and Performance Management	Benefits registers, performance information and benefits-realisation assessments
Stakeholder and Governance Coordination	Governance submissions, meeting records, decision trackers, action trackers and escalation reports
Knowledge and Capacity Development	PMO manuals, methodologies, templates, training material, coaching, lessons-learned repository and knowledge-transfer outputs
Institutionalisation and Handover	PMO sustainability plan, handover plan, transfer of systems, data, methodologies, records and organisational knowledge

6. PMO TEAM AND MINIMUM RESOURCE REQUIREMENTS

The Service Provider shall provide a suitably qualified and experienced core team with the capacity to deliver the full scope of PMO services for the duration of the contract.

The PMO shall be structured as a multidisciplinary function that complements the existing capacity within DARDLEA. The PMO shall not duplicate the functions of the Department's engineers, engineering technicians, Internal Audit, Finance, Supply Chain Management or separately appointed consulting professionals.

The bidder shall, as a minimum, provide the following key personnel:

6.1 PMO Lead

The PMO Lead shall have overall responsibility for the effective delivery of the PMO services and shall serve as the primary interface between the Service Provider and DARDLEA.

The PMO Lead shall combine professional engineering competence with formal project management capability and shall provide strategic oversight across the Department's portfolio of programs and projects.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

The role shall include:

- overall leadership and management of the PMO;
- portfolio and program oversight;
- strategic alignment and executive decision support;
- integration of infrastructure programs and projects;
- coordination across Departmental and external stakeholders;
- project assurance and escalation of material delivery risks;
- oversight of PMO governance, controls and performance; and
- coordination of audit, risk and governance matters requiring senior PMO input.

The PMO Lead shall not replace the professional responsibilities of DARDLEA engineers, engineering technicians or appointed consulting engineers.

6.2 Construction Project Manager

The Construction Project Manager shall provide the principal construction project management and project-controls capability within the PMO.

The role shall include:

- preparation and review of project implementation plans and schedules;
- baseline establishment and management;
- monitoring of scope, time, cost and progress;
- coordination of project implementation activities and interfaces;
- monitoring of procurement, contractual and construction milestones;
- risk, issue and change management support;
- project health assessments and recovery planning;
- monitoring of variations, extensions of time, claims and other material contractual events from a project management perspective;
- support for practical completion, defects management, final completion and project close-out; and
- consolidation of project management information for program and portfolio reporting.

The Construction Project Manager shall focus on project management, coordination and controls and shall not replace engineering design, certification, supervision or other professional responsibilities assigned to registered technical professionals.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

6.3 Finance, Risk, Governance and Audit Support Specialist

The Finance, Risk, Governance and Audit Support Specialist shall provide advisory and support services within the PMO and shall not replace or duplicate the functions of the Department's Finance Directorate, Risk Management function or Internal Audit function.

The role shall include:

- project financial and expenditure analysis;
- project cost and cash-flow monitoring;
- support with financial forecasting and reconciliations;
- identification, assessment and monitoring of project and portfolio risks;
- governance and control reviews;
- audit-readiness support;
- coordination and review of project-related audit information and evidence;
- support with factual and evidence-based management responses;
- root-cause analysis of project-related audit findings;
- development and monitoring of corrective actions;
- monitoring of audit remediation matters; and
- provision of financial, risk, governance and control advice within the PMO.

Where audit matters fall within the mandate of Internal Audit, the PMO shall provide the necessary project information, analysis, evidence and coordination support while preserving the independence and responsibilities of the Department's Internal Audit function.

6.4 PMO Administrator / Document Controller

The PMO Administrator / Document Controller shall provide the administrative, records and information-management support necessary for the effective functioning of the PMO.

The role shall include:

- maintenance of portfolio, program and project registers;
- project-file and document management;
- document version control;
- PMIS administration support;
- meeting and governance administration;
- maintenance of action and decision registers;
- tracking of correspondence and submissions;

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- administration of audit evidence and supporting records; and
- general PMO coordination and administrative support.

6.5 Professional Status and Minimum Experience Requirements

The key professional resources proposed for the PMO shall meet the minimum professional status, qualification and experience requirements set out below. Bidders shall submit documentary evidence confirming compliance with these requirements.

The PMO Lead shall be registered with the Engineering Council of South Africa (ECSA) as a Professional Engineer (PrEng) in either Civil Engineering or Agricultural Engineering and shall hold a valid Project Management Professional (PMP®) certification issued by the Project Management Institute (PMI). The proposed PMO Lead shall have more than ten (10) years' relevant experience in the implementation and/or management of infrastructure projects within the public sector. The submitted curriculum vitae shall clearly demonstrate the nature of the infrastructure projects undertaken, the role performed and the extent of the candidate's project, program and/or portfolio management responsibilities.

The Construction Project Manager shall be registered with the South African Council for the Project and Construction Management Professions (SACPCMP) as a Professional Construction Project Manager (PrCPM). The proposed resource shall have more than five (5) years' relevant experience in construction project management, including experience in the planning, coordination, monitoring and close-out of infrastructure projects.

The Finance, Risk, Governance and Audit Support Specialist shall hold a recognised degree in Accounting or an equivalent accounting qualification and shall be registered as a Chartered Accountant (South Africa) [CA(SA)]. The proposed specialist shall have more than ten (10) years' relevant professional experience, with demonstrated experience in financial monitoring and analysis, governance and internal controls, risk management, audit support, corrective-action monitoring and related project or program control activities. Experience within the public sector and/or complex project environments will be advantageous.

The PMO Administrator / Document Controller shall hold a relevant qualification and have at least three (3) years' relevant experience in project administration, document control, records management or PMO support.

The bidder shall submit certified copies of the relevant academic qualifications, proof of current professional registration or certification where applicable, and detailed curriculum vitae for each of the above key resources.

6.6 Availability and Continuity of Key Personnel

The personnel proposed in the bid shall be the personnel deployed for the execution of the contract.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Any proposed replacement of key personnel during the contract shall be subject to prior approval by DARDLEA and shall have qualifications and experience equal to or better than those of the person originally proposed.

The Service Provider shall ensure sufficient availability and continuity of key personnel throughout the contract period.

7. BIDDER METHODOLOGY AND APPROACH

The bidder shall submit a detailed methodology demonstrating its understanding of DARDLEA's requirements and how the proposed PMO will deliver the full scope of services for the duration of the sixty (60)-month contract.

The methodology shall demonstrate a practical, integrated and sustainable approach to the management of the Department's portfolio, programs and projects and shall clearly indicate how the bidder will work with existing DARDLEA officials, engineers, engineering technicians, consulting engineers and other appointed professional service providers without duplicating their respective responsibilities.

7.1 Delivery Approach

The bidder shall provide a clear description of how the proposed methodology will be applied in practice, including the interaction between the PMO Lead, Construction Project Manager, Finance, Risk, Governance and Audit Support Specialist, PMO Administrator / Document Controller and any supporting resources.

The delivery approach shall demonstrate that the bidder has sufficient capacity, systems and organisational support to provide the required PMO services concurrently across the Department's portfolio.

The bidder shall not propose a delivery model in which core PMO services are introduced progressively over several years. The Department requires the full PMO capability to be available from commencement, with continuous improvement, knowledge transfer and institutionalisation taking place throughout the contract period.

7.2 PMO Work Plan

The bidder shall submit a high-level work plan showing how the PMO will be established and operated over the contract period. The work plan shall identify key activities, deliverables, responsibilities, dependencies and major milestones.

Any mobilisation activities proposed by the bidder shall run concurrently with the delivery of operational PMO services and shall not delay support to existing programs and projects.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

7.3 Methodology Alignment

The proposed methodology shall be appropriate to the public-sector environment and shall demonstrate alignment with recognised portfolio, program and project management good practice, applicable legislation, Treasury requirements, DARDLEA policies and the Department's governance arrangements.

The methodology shall be scalable and capable of being applied proportionately according to the nature, complexity, value and risk profile of individual programs and projects.

8. SPECIAL CONDITION OF CONTRACT

- The Department reserves the right to separately appoint consulting engineers, other built-environment professionals, contractors and specialist service providers, as required, for the planning, design, implementation and technical management of projects throughout the Province. Such appointments shall be made at the Department's discretion and shall not form part of, or be restricted by, the PMO appointment.
- The Department intends to appoint one suitably qualified Service Provider to establish, operate and institutionalise the Departmental PMO for the contract period.
- The Department reserves the right to negotiate with the preferred bidder identified through the evaluation process on any terms and conditions of the proposed contract, including price, subject to applicable procurement prescripts and without extending the same opportunity to bidders who were not identified as preferred bidders.
- The Department reserves the right not to award the bid where no acceptable and responsive bid is received.
- The Department reserves the right to correct any mistakes at any stage of the bid that may have been in the Bid documents or occurred at any stage of the bid process.
- The Department reserves the right to cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- The Department reserves the right to carry out verification processes, due-diligence reviews or clarification meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- The Department reserves the right to negotiate rates with the preferred bidder, subject to applicable procurement requirements, prior to conclusion of the contract.
- The appointment does not guarantee any minimum number of assignments, hours or expenditure.
- The original bid documents must be completed in black ink, and any use of correction fluid will nullify the bid.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

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- The Pricing Schedule must be fully completed. Any blank spaces or use of correction fluid in the bid document will result in disqualification.
 - Alterations or the use of a custom-designed Pricing Schedule will result in disqualification.
 - The Department reserves the right to amend the Pricing Schedule prior to the closing date of the bid. Any such amendment shall be communicated to all prospective bidders by means of a formal bid addendum and shall form part of the bid documents.
 - After contract award, no amendment to the Pricing Schedule shall be made unless it is necessary for the proper execution of services within the approved scope of the contract and is authorised in writing by DARDLEA in accordance with applicable procurement prescripts. Any additional service or resource category not included in the original Pricing Schedule shall be priced using an applicable approved contractual rate or, where no such rate exists, a market-related rate agreed and approved in accordance with the contract and applicable procurement requirements.
 - Any additional services falling outside the approved scope shall be subject to prior written approval and shall be priced in accordance with the approved contractual rates or other market-related rates agreed in accordance with applicable procurement requirements.
 - Professional rate adjustments shall be applied in accordance with the CPI-linked adjustment mechanism prescribed in Section 9.8.
 - Price escalations will take effect from the second year until the end of the five-year contract term.
 - No services or deliveries will be accepted without an approved purchase order or confirmation letter.

9. PRICING AND PAYMENT STRUCTURE

9.1 Basis of Pricing

The appointment shall be based on time-based professional fees.

Bidders shall tender an all-inclusive hourly rate for each category of professional resource identified in the bid document. The hourly rates shall constitute the basis for determining the cost of services allocated to the Service Provider during the contract period.

The appointment shall not guarantee any minimum number of hours, project allocations or expenditure. Services shall be undertaken only when instructed or allocated by DARDLEA in accordance with the approved contract.

9.2 Tendered Hourly Rates

Bidders shall provide hourly rates for, at minimum, the following resource categories:

- PMO Lead – PrEng and PMP®;

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- Construction Project Manager – PrCPM;
- Finance, Risk, Governance and Audit Support Specialist – CA(SA);
- PMO Administrator / Document Controller; and
- any additional supporting resource categories specifically provided for in the pricing schedule.

The tendered hourly rates shall include all normal costs associated with providing the professional service, including salaries, overheads, profit and administrative costs, unless expressly provided otherwise in the bid document. The rates of remuneration shall be subject to the applicable public-sector cost-containment requirements and relevant professional or market benchmarks.

9.3 Allocation of Services

DARDLEA shall allocate programs, projects, PMO functions or specific assignments to the Service Provider as required during the contract period. For each allocation, the Department and the Service Provider shall agree on, or the Department shall approve:

- the scope of the assignment;
- the required PMO services;
- the professional resources to be utilised;
- the estimated level of effort;
- the maximum approved hours;
- the required deliverables; and
- the applicable completion or reporting requirements.

No work exceeding the approved allocation of hours shall be undertaken without prior written approval from DARDLEA.

9.4 Differentiated Level of Effort

The level of professional effort shall be determined according to the requirements of each program, project or assignment.

In determining the appropriate allocation, consideration may be given to:

- project value and complexity;
- project stage;
- number and complexity of stakeholders;
- level of project risk;

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- project performance and health;
- contractual complexity;
- level of project-controls support required;
- extent of audit or assurance support required;
- whether the project is delayed or distressed;
- extent of recovery intervention required; and
- complexity of project completion or close-out.

Accordingly, projects shall not automatically receive the same number of professional hours or the same combination of PMO resources.

9.5 Cross-cutting PMO Activities

Cross-cutting PMO activities, including portfolio management, PMIS administration, consolidated reporting, portfolio governance, executive decision support, audit coordination, portfolio risk management and PMO institutionalisation, shall be incorporated into the relevant project, program or other approved work allocations, as applicable.

Where such activities support more than one project or program, DARDLEA may include them within one or more allocations and approve the associated resources, hours and deliverables accordingly.

9.6 Time Records and Invoicing

The Service Provider shall maintain detailed time records for all professional services rendered. Timesheets shall, at minimum, identify:

- the program, project or PMO work package;
- the activity performed;
- the professional resource;
- date of service;
- hours worked; and
- applicable approved hourly rate.

Invoices shall be supported by approved timesheets and evidence of the relevant services and deliverables.

DARDLEA shall only be liable for hours that were properly authorised and satisfactorily performed.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

9.7 Rate Adjustments

The tendered professional rates shall remain firm for the first twelve (12) months of the contract. Thereafter, annual rate adjustments shall be linked to the Consumer Price Index (CPI) as published by Statistics South Africa, subject to approval by DARDLEA.

Any approved escalation shall take effect from the anniversary date of the contract and shall apply only to services rendered after the effective date of the adjustment.

No escalation other than the approved CPI-linked adjustment shall be permitted during the contract period.

9.8 Pricing Schedule

Rates must be inclusive of VAT.

Description	Rate
SECTION A: PROFESSIONAL RESOURCES	
PMO Lead per hour	R
Construction Project Manager per hour	R
Finance, Risk, Governance and Audit Support Specialist (CA) per hour	R
PMO Administrator / Document Controller per hour	R
SUB-TOTAL A	R
SECTION B: DISBURSEMENTS	
Printing, duplicating (colour) A4 per page	R
Printing, duplicating (colour) A3 per page	R
Document typing per page	R

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Description	Rate
SUB-TOTAL B	R
SECTION C: SKILLS TRANSFER AND TRAINING	
Project Management Principles Training per hour	R
Project Governance and Audit Skills per hour	R
PMIS Training per hour	R
SUB-TOTAL C	R

ITEM	TOTAL RATES
SUB-TOTAL A: PROFESSIONAL RESOURCES	R
SUB-TOTAL B: DISBURSEMENTS	R
SUB-TOTAL C: SKILLS TRANSFER & TRAINING	R
GRAND TOTAL (BID OFFER)	R

TOTAL EVALUATED BID PRICE BASED ON RATES

Name of the bidder: _____ Date : _____

Signature : _____

REIMBURSABLE EXPENSES

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

All reimbursable expenses shall be **inclusive of VAT** and shall only be payable where they are directly related to services rendered under an approved allocation and are supported by the required documentary evidence.

Accommodation costs shall be reimbursed in accordance with the applicable **National Treasury cost-containment measures relating to travel and subsistence**.

Travelling costs shall be reimbursed using the applicable monthly rates published by the **Department of Public Works, Roads and Transport**, subject to a maximum reimbursable travel distance of **800 km for a return trip to a project site**, unless otherwise approved in writing by DARDLEA.

Toll fees shall be reimbursed at actual cost against submission of valid receipts. Telephone, cellular communication and data costs shall be reimbursed up to a maximum of **R2,000 per month**, provided that a detailed breakdown of the expenditure is submitted with the claim.

No reimbursable expense shall be payable without appropriate supporting documentation and prior or applicable approval in accordance with the contract.

10. EVALUATION PROCESS

The valuation process comprises of the following phases:

Phase I: Initial Screening Process

During this phase, bid documents will be reviewed to determine compliance with the following:

- SBD forms (SBD 1, SBD 4 and SBD 6.1) must be honestly, fully completed and signed by the bidder.
- The Pricing Schedule must be fully completed and signed by the bidder.
- Bidders must indicate the total bid offer on the cover page as per the grand total on the Pricing Schedule.
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures must be submitted.
- Bidders must submit a company profile which includes a list of previous contract work done, value of the work and contactable references per contract.
- Bidder must have Valid Professional Indemnity Insurance with a minimum Professional Indemnity Limit of R5 000 000.00.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

All bidders must be registered with the Central Supplier Database (CSD), failure to do so will be automatically disqualified.

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- The business registration status
- Bid restrictions and defaulters status
- Identification number and the service of the state status

A bidder must comply with all Phase I requirements in order to qualify for the next phase of evaluation process.

Failure to submit or adhere to the above “Phase I” requirements will lead to automatic disqualification.

Phase II Functionality evaluation as per attached Terms of Reference

- Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves, but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The BEC members will individually evaluate the responses received against the following criteria as set out below:

Evaluation criteria	Evidence	Value	Weight
1. ABILITY AND EXPERIENCE – KEY PERSONNEL a. PMO Lead: PrEng (Civil/Agricultural) and PMP, with more than 10 years’ public-sector infrastructure experience.	No evidence submitted or all personnel do not meet the minimum requirements	1	
	One (1) compliant key resource meets the minimum requirements	2	

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Evaluation criteria	Evidence	Value	Weight
b. Construction Project Manager: PrCPM, with more than 5 years' experience. c. Finance, Risk, Governance and Audit Specialist: Registered CA(SA), with 10 years' relevant experience. d. PMO Administrator / Document Controller: with NQF level 6, Admin or relevant qualification and more than 3 years' experience. <i>Bidders must attach Certified qualifications, proof of registration/certification, detailed CVs and signed consent letters. SAQA verification required for foreign qualifications.</i>	Two (2) compliant key resources meet the minimum requirements	3	40
	Three (3) compliant key resources meet the minimum requirements	4	
	All four (4) key resources meet the minimum requirements	5	
2. CAPABILITY – COMPANY TRACK RECORD Relevant experience in portfolio, program, project management preferably within the public sector infrastructure projects. <i>Bidders must attach Signed Reference Client Letters confirming the nature of services rendered</i>	No evidence submitted	1	20
	One (1) relevant assignment	2	
	Two (2) relevant assignments	3	
	Three (3) relevant assignments	4	
	Four (4) relevant assignments	5	
3. METHODOLOGY AND APPROACH Proposed approach to delivering the full PMO scope, including portfolio/program management, project controls, infrastructure integration, audit and governance support, PMIS, resource allocation, skills transfer and institutionalisation. <i>Bidders must submit Detailed methodology, PMO operating model, work plan, resource structure and proposed systems/tools.</i>	No or irrelevant methodology submitted	1	40
	Basic methodology with limited coverage of the requirements	2	
	Adequate methodology addressing the main requirements	3	

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Evaluation criteria	Evidence	Value	Weight
	Comprehensive and integrated methodology	4	
	Comprehensive, DARDLEA-specific methodology demonstrating a strong understanding of the Department's requirements and operating environment	5	
TOTAL			100

- d) Bidders scoring less than seventy (70) points out of 100 for functionality will not proceed to the price and preference evaluation stage.
- e) Each panel member will rate each individual criterion on the score sheet using the following scale:
1-Poor, 2- Below average, 3- Good, 4- Very good, 5- Excellent
- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- g) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 70% functionality will be disqualified.
- j) The price will not be evaluated at this stage.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
b) The following formula will be used to calculate the points for price in respect of this bid:

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

Where

Ps= Points scored for comparative price of bid under consideration

Pt= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20 preference point system based on price points and preference point:
- The bid price (maximum 80 points)
 - Specific goals (maximum 20 points)
- d) The Department reserves the right to award the contract to the highest-ranked responsive bidder, subject to applicable procurement prescripts and approval processes.
- e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol.689 and effective from 16 January 2023. These bid will be evaluated as per above mentioned regulations. Bidders are required to submit evidence by which preference points can be claimed based on the specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.
- f) A maximum of 20 points may be awarded to a bidder for full complying with specific goals requirements stipulated in the table below. For this bid the maximum number preference points that could be allocated to a bidder are indicated below:

Specific Goal	Maximum Preference Points Allocated	Minimum Proof required for claiming preference points
An Enterprise owned by black people	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

An Enterprise owned by youth (35 years or younger)	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit
An Enterprise owned by women	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or fully completed sworn affidavit
An Enterprise owned by persons with disability	4	CIPC enterprise registration certificate, certified ID copies of company owners, Accredited B-BBEE status level contributor certificate or certified and signed sworn affidavit and Proof of disability (Certificate from a medical doctor that specifies the nature of the disability)
An Enterprise owned by Military	4	CIPC enterprise registration certificate, certified ID copies of company owners and certified Accredited B-BBEE status level contributor certificate or signed sworn affidavit. Confirmation letter from the Department of Military Veterans confirming the individual status as military veteran and that they have not been dishonably charged or honourably discharged from the military organisation or force
Total Points	20	

Failure to submit the required evidence will lead to allocation of zero (0) preference

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- a) The points scored by a bidder in respect of the points indicated above will be added to the points scored for price.
- b) Supply Chain Management may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to specific goals.
- c) The Certified copies should not be made more than 6 months by the closing of the bid.
- d) Points scored will be rounded off to the nearest 2 decimals.
- e) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for specific goals. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- f) The bidder must submit copies of identity documents of all directors or shareholders of the company with the bid documents at the closing date and time of the bid.

NB: It is the responsibility of the service provider to ensure that tax is compliant during the appointment stage and have a valid bank account.

- Where the recommended bidder is not tax compliant, the bidder will be notified by email or in writing of their non-compliant status and the bidder will be requested to provide written proof from SARS on their compliance status or proof that they have made an arrangement to meet their outstanding tax obligation, within 7 working days. The bidder should thereafter provide the Department with proof of their tax compliance status which should be verified via the Central Supplier Database.
- Should the recommended bidder fail to provide written proof of their tax compliance status within seven (7) working days for bids; the Accounting Officer or Accounting Authority must reject the bid submitted by the bidder.
- Where goods and services have been delivered satisfactory without any dispute the department must not delay the processing of payments as a result of outstanding tax matters.
- A bidder shall be responsible for ensuring compliance with all applicable South African Revenue Service (SARS) requirements relating to Value Added Tax (VAT). Compulsory VAT registration is required where the value of taxable supplies exceeds, or is reasonably expected to exceed, R2.3 million in any consecutive twelve (12)-month period, subject to

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

applicable legislation and SARS requirements. The compulsory VAT registration threshold of R2.3 million applies with effect from 1 April 2026.

- Projects, programs and PMO assignments shall be allocated to the appointed Service Provider as and when required by DARDLEA. Each allocation shall be subject to an approved scope, resource requirements, estimated hours and deliverables.

11.CLIENT BASE

The information submitted concerning the experience may be verified in terms of contactable references which are on the company profile. The references may include the names of relevant persons as well as their phone numbers and email addresses.

DARDLEA may utilize this data to obtain information during the evaluation and adjudication process.

12.INDEMNITY IMPLICATIONS

The successful Service Provider shall enter into a Service Level Agreement with DARDLEA.

DARDLEA reserves the right to award this bid on a non-exclusive basis, i.e. DARDLEA may procure similar services outside this bid with the view of securing the best service and value for money.

13.COMMUNICATION

All communication relating to this bid shall be conducted through the Department's Supply Chain Management unit and/or the officials designated in the bid document.

Where clarification is required during the bid process, the Department may request additional information from a bidder in writing. Any response submitted by the bidder shall be limited to clarifying information already contained in the bid and shall not result in a material amendment to the bidder's technical or financial proposal.

Bidders shall not, from the closing date of the bid until the award has been finalised, communicate directly with any Departmental official, member of the Bid Evaluation Committee, advisor or other person involved in the evaluation or adjudication of the bid regarding the merits, status or outcome of their submission, except where such communication is formally initiated or authorised by Supply Chain Management.

14.COUNTER CONDITIONS

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

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

15. PROHIBITION OF RESTRICTIVE PRACTICES

- a) In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in:
- Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services; or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act no.89 of 1998.
- c) Bidders and any personnel proposed for this contract shall at all times act with integrity, objectivity, independence and professional judgment in the performance of the PMO services and shall avoid any actual, potential or perceived conflict of interest that may compromise the proper execution of the contract.
- d) The bidder and all personnel proposed for this contract shall avoid any practice, relationship, interest or arrangement that may create an actual, potential or perceived conflict of interest or impair the bidder's ability to perform the PMO services with integrity, objectivity and professional judgment. In particular:
- the bidder shall disclose any financial, commercial, professional or other interest in contractors, consultants, suppliers or other parties involved in DARDLEA programs or projects;
 - the bidder and its personnel shall not maintain relationships or interests that may directly or indirectly compromise, or reasonably be perceived to compromise, their objectivity or professional judgment;
 - the bidder shall maintain sufficient independence and professional integrity to provide unbiased advice, assessments, reports and recommendations to DARDLEA; and

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

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- the bidder and its personnel shall not hold decision-making positions, controlling interests or other roles in entities involved in DARDLEA projects where such interests may result in a conflict with the responsibilities arising from this appointment.

16.FRONTING

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

DARDLEA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition to any other remedies DARDLEA may have against the bidder/contractor concerned.

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

17.COMPLETION PERIOD

The successful Bidder shall provide the required services for a period of sixty (60) months from the contract commencement date.

18.MONITORING

Bidders are to note that the Department will monitor and evaluate the project through delegated officials. Payment claims shall be supported by approved timesheets, relevant deliverables and evidence of services rendered and shall be certified by the delegated DARDLEA official before payment.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

19. TAXES

All tendered rates and prices shall be inclusive of Value Added Tax (VAT), where applicable. Bidders shall be responsible for ensuring compliance with all applicable SARS requirements relating to VAT registration and taxation.

Where a bidder is required to register for VAT in terms of applicable legislation and SARS requirements, the bidder shall ensure that the necessary registration is completed and maintained throughout the contract period.

The Department shall not be liable for any tax obligation arising from the Service Provider's failure to comply with applicable tax legislation or SARS requirements.

20. PRICE NEGOTIATION

- a) The market-related prices are used as a basis to negotiate agreed market rates.
- b) Rates will be negotiated with recommended bidder in line with the prevailing market prices and the agreed negotiated rates will apply to successful bidder on the contract.
- c) If the market related price is not agreed to as envisaged by the bidder, the department shall cancel the bid.
- d) The Department will negotiate with recommended prospective bidder who quoted above the market-related prices. Negotiations will be backed by evidence from the market. If the bidder does not agree, they shall be requested to provide reasons for rejecting the offer, and reasons must be supported by proof of relevant market rates.

21. RIGHT OF DARDLEA TO INVESTIGATE AND SEEK CLARIFICATION

- The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.
- The Department shall, seek all clarifications in writing and the bidders responses shall also be in writing. Without limiting the information above, the Department may, in its sole discretion;
- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

- Require or seek out confirmation from other parties of information furnished by a Bidder.

22. SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

23. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements.

24. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. Where the preferred bidder fails to conclude the contract or is unable to meet the requirements of the appointment, DARDLEA may proceed in accordance with the applicable procurement prescripts.

25. JURISDICTION

The contract shall be governed by the laws of the Republic of South Africa. The successful Service Provider shall nominate a domicilium citandi et executandi for purposes of service of legal notices and process, which shall be recorded in the Service Level Agreement.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

26. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

27. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

28. ENQUIRIES AND CLOSING DATE

Technical Enquiries	:	Mr. BP Mahlangu
Contact	:	013 752 4000
Email	:	mahlangu@mpg.gov.za
Administrative Enquiries	:	I.K Mathebula/ L.V Gama
Contact	:	013 766 6037/ 013 766 6170
Email	:	ikmathebula@mpg.gov.za / gamalv@mpg.gov.za



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ 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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AuditAre you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails 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

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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

- 2.3.1 If so, furnish particulars:

.....

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

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

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

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 **To be completed by the organ of state**
- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) Specific Goals.
- 1.4 **To be completed by the organ of state:**
- The maximum points for this tender are allocated as follows:
- | | POINTS |
|--|--------|
| PRICE | 80 |
| SPECIFIC GOALS | 20 |
| Total points for Price and SPECIFIC GOALS | 100 |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

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 points is allocated for price on the following basis:

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 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 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 tenderers: The tenderer must indicate how they claim points for each preference point system.)

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH, OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An Enterprise owned by black people	4	
An Enterprise owned by youth (35 years or younger)	4	
An Enterprise owned by women	4	
An Enterprise owned by persons with disability	4	
An Enterprise owned by Military	4	

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;

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO ESTABLISH,
OPERATE AND INSTITUTIONALISE A DEPARTMENTAL PROJECT MANAGEMENT
OFFICE (PMO) FOR A PERIOD OF SIXTY (60) MONTHS

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

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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