

MPUMALANGA PROVINCIAL GOVERNMENT



OFFICE OF THE PREMIER

BID NUMBER: PRE/060/25/MP

APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION UNITS FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS

ISSUED BY:

Office of the Premier
Private Bag X11291
Mbombela
1200

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OFFICE OF THE PREMIER					
BID NUMBER:	PRE/060/25/MP	CLOSING DATE:	31 MARCH 2025	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION UNITS FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS				
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 EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini and SIYABUSWA Old Parliament Building, Building No1, Job Skhosana Street, Siyabuswa, 0472.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms DT Mhaule		CONTACT PERSON	Mr. D Awogu	
TELEPHONE NUMBER	013 766 2454		TELEPHONE NUMBER	013 766 0840/0839	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	DTMhaule@mpg.gov.za		E-MAIL ADDRESS	DAwogu@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:

.....



SUBJECT: BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION UNITS FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS.

1. PURPOSE

The purpose of this memorandum is to request the Accounting Officer to approve the attached specification for the appointment of a service provider for the establishment of a project planning, monitoring and evaluation for the Office of the Premier.

2. BACKGROUND

The Accounting Officer has appointed a bid specification committee with the mandate to develop specifications for the appointment of a service provider for the establishment of a project planning, monitoring and evaluation units for the Office of the Premier.

The Province of Mpumalanga implements social and economic infrastructure projects as a means to improve service delivery and the quality of lives its people, which is characterized by poverty, unemployment and inequality.

In its endeavour to address these challenges, the Executive Council of Mpumalanga Province assigned the Department of Public Works, Roads and Transport as the main Implementing Agent of all infrastructure projects of the Mpumalanga Provincial Government as well as other sister Departments to be responsible for the delivery of infrastructure projects in the Province. However, over the past years, both the Executive Council and the Auditor General, including other oversight bodies such as the Provincial Legislature and Audit Committees, have observed challenges with regard to the implementation of infrastructure projects. Such range from extended timeframes, budget overruns, and in some instances, poor quality and over payments. The premium for these challenges is huge and impacts on the financial resource capacity of the Provincial Government.

To this extent, the Premier and the Executive Council, seek to take appropriate measures and interventions to address these challenges, in particular, to establish a mechanism in the Office of the Premier, with the requisite capacity to support, monitor and evaluate the implementation of catalytic infrastructure projects in the Province. The committee has convened to create these specifications as follows:

3. ESTABLISHMENT OF A PROJECT PLANNING, MONITORING & EVALUATION UNIT (PPME)

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For the above purpose, the Office of the Premier seeks to establish a PPME Unit consisting of a professional service provider (i.e., consultancy) capacitated with requisite skills, knowledge and personnel over a three (3) years period.

3.1. Purpose of the PPME

The purpose of the PPME is to systematically plan, track, evaluate, and report on the performance of government-funded catalytic projects managed under the Office of the Premier (OTP). This unit will ensure adherence to project goals, compliance with allocated budgets, and alignment with the government's strategic objectives.

The OTP plays a crucial role in steering provincial infrastructure projects and ensuring alignment with government policy priorities and targets. Given the complexity and scale of these initiatives, the OTP faces several challenges: -

- Cost Overalls;
- Time delays;
- Poor quality of projects; and
- Some projects failing to meet their objectives.

Globally, many governmental offices have adopted PPME Units to align their activities with strategic objectives, reduce resource wastage, and ensure successful implementation of national initiatives. This PPME will function as a pivotal mechanism for evaluating program effectiveness, improving transparency, and facilitating timely intervention on governmental projects that require support or adjustments.

3.2. Objectives

The primary objectives of the PPME Unit are to: -

- a) Overall, the PPME will be responsible to drive and oversee the implementation of the Mpumalanga Infrastructure Master Plan 2026 or catalytic projects.
- b) **Project inception:** Preparing of catalytic / capital project charter, pre-feasibility, business case, viability, packaging, financing and approval.
- c) **Project Planning:** Coordinate project pre-planning, preparation, strategic review of project brief and scoping.
- d) **Enhancing Project Performance:** By tracking progress and identifying bottlenecks, the PPME will help ensure projects meet their objectives within scope, time, and budget constraints.
- e) **Evaluate:** Evaluate and analyse the impact and effectiveness of projects to determine if desired goals are achieved.

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- f) Inform Decision-making: Provide timely data and reports to enable evidence-based policy adjustments and resource allocations.
- g) Enhance Transparency and Accountability: Foster a culture of transparency and accountability within government operations, thereby increasing public trust.
- h) Improve Resource Utilization: Identify and address areas of inefficiency, ensuring optimal utilization of resources across all projects.

3.3. Key Deliverables of the PPME

- a) Support OTP in sourcing and optimize private funding for the social and economic infrastructure in the province and lobby for project financing options;
- b) Create necessary conditions to attract and secure private investment through public infrastructure;
- c) Monitor and analyse social and economic infrastructure projects and delivery trends for the province;
- d) Monitor, report and evaluate project implementation of provincial infrastructure projects;
- e) Compile infrastructure status quo report on monthly/quarterly basis;
- f) Review, analyse and advise on infrastructure planning and design for departmental infrastructure projects;
- g) Guide provincial departments on project preparations and project pipelining for infrastructure applications to source funding for the province;
- h) Identify catalytic infrastructure projects for the province;
- i) Liaise with private sector for corporate driven infrastructure projects;
- j) Support the establishment of partnership between Mpumalanga Provincial Government and Private Sector or Businesses;
- k) Monitor and evaluate project implementation and results (activities, outputs and outcomes);
- l) Monitor compliance with project implementation governance framework;
- m) Support the Provincial Infrastructure Coordinating Committee; and
- n) Be the point of coordination between Infrastructure South Africa and the Province.
- o) Oversee the implementation and management of the Infrastructure Master Plan 2060.

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3.4. Scope of Work

The PPME Unit will be responsible for liaising with DPWRT and other sister infrastructure Departments in the following aspects:

- a) Coordinating project pre-planning, preparation, and funding for catalytic projects.
- b) Preparation of projects pipelining over the MTEF period.
- c) Developing an M&E framework for ongoing and future projects, including performance indicators, metrics and evaluation criteria.
- d) Conducting baselines studies, mid-term reviews, and end-of-project evaluations to assess outcomes.
- e) Coordinating with project teams and stakeholders to gather data, document best practices, and compile lessons learned.
- f) Providing regular progress reports, highlighting successes, challenges, and recommendations.
- g) Training and capacity-building for staff on PPME practices to enhance internal monitoring and evaluation capabilities.
- h) Any additional Ad-hoc infrastructure related services as deemed by OTP.

3.5. Expected Outcomes / Benefits

Upon establishment, the PPME will in conjunction with DPWRT and other sister infrastructure Departments yield the following outcomes.

- a) Improved Project Outcomes: With systematic tracking and timely interventions, projects are more likely to achieve their goals on schedule and within budget.
- b) Improved Accountability and Transparency: Consistent documentation and reporting will increase transparency, reducing mismanagement risks.
- c) Informed Policy Decisions: Real-time data from the PPME will provide critical insights for decision-makers to adjust policies or allocate resources more effectively.
- d) Public Trust and Credibility: With better accountability and transparency, public confidence in the OTP initiatives will increase.
- e) Efficient Resource Allocation: The PPME will provide insights on resource usage, enabling the OPM to reallocate resources to priority areas as needed.

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- f) Long-Term Organizational Learning: The Unit will help develop a repository of knowledge, guiding future projects with past insights and minimizing repetitive mistakes.

3.6. Required Professional Capacity and Expertise

The following professionals and expertise will form the minimum skills set that are required for the PPME: -

- a) **Team Leader:** Responsible for overseeing and coordinating the activities of the team members, strategic planning, development and implementation of a work plan, stakeholder engagements and liaison with the client, amongst others.
- b) **Project Planning Specialist:** Coordinate project pre-planning, preparation and packaging.
- c) **Project Financing Specialist:** Manage project financing processes, explore financing models and funding opportunities, performing cost-benefit analysis, risk analysis, Return on Investment, amongst others.
- d) **Project Management Specialist:** Focused on real-time project monitoring against project performance baseline, develop project monitoring tools and templates and conducting monitoring and evaluation.
- e) **Monitoring and Evaluation Specialist:** Monitoring and evaluation of projects, development of monitoring and evaluation tools and templates, impact assessment, and documentation of lessons learned and value improvement towards future infrastructure planning.
- f) **Quantity Surveyor / Cost Estimator:** Analogous costing and cost modelling.
- g) **Data Capturer / Analyst:** Gather, capture, process, analyse and manage data to support evidence-based reporting.
- h) **Administrative Support Staff:** Assists with documentation, logistics and other administrative functions.

3.6.1. Warm Bodies / Staffing

A **multidisciplinary** team comprising of eight (8) staff members is required on a **full-time basis** consisting of the following: -

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No	Key Roles	Minimum Qualification Required	Required Experience	Number of Personnel Required
1	Team Leader	Master's Degree in the Built Environment	• Minimum of 10 years' experience in Infrastructure Portfolio Management. • Good understanding of public sector and local governance / administration. • Professional registration with applicable statutory Council.	1
2	Project Preparation & Planning Specialist	Bachelor's Degree in Town Planning or relevant qualification in the built environment.	• Minimum of 6 years' experience and involvement in municipal planning processes, project planning, preparation and packaging. • Professional registration with relevant regulatory body is compulsory.	1
3	Project Financing Specialist	Bachelor's Degree in Finance or Economics	• Minimum of 10 years' experience in infrastructure / capital projects financing. Financial modelling, cost-benefit analysis Risk analysis. • Professional registration with relevant regulatory body is compulsory.	1
4	Project Management Specialist	Bachelor's Degree in the Built Environment	• Minimum of 5 years' experience in project management and contract administration in the construction industry. • Professional registration with SACPCMP is compulsory.	1
5	Monitoring and Evaluation Specialist	Master's Degree in Monitoring and Evaluation	• Minimum of 5 years' experience in monitoring and evaluation in the built environment. • Professional registration with the SACPCMP shall be an added advantage.	1
6	Quantity Surveyor / Cost Estimator	Bachelor's Degree in Quantity Surveying	• Minimum of 8 years' experience in project costing and estimation. • Professional registration with SACQSP is compulsory	1
7	Data Capturer / analyst	Diploma in Business Administration	• Minimum of 2 years' experience in data management. Knowledge of MS Excel, MS Word & MS PowerPoint is essential.	1

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8	Administrative Support Staff	Diploma in Business Administration	Minimum of 2 years' experience in clerical and office administration. Knowledge of MS Excel, MS Word & MS PowerPoint is essential.	1
	TOTAL			8

4. REPORTING LINE

The Team Leader shall report directly to the Deputy Director General: Policy and Governance in the Office of the Premier.

5. CAPACITY DEVELOPMENT AND SKILLS TRANSFER

Training and capacity-building for staff on PPME practices shall form an integral part of the contract in order to enhance internal monitoring and evaluation capabilities. With the intention of having a permanent internal team in the Office of the Premier. It is expected of the OTP to finalize the establishment of the business unit for the PPME.

6. REMUNERATION / PROFESSIONAL FEES

The remuneration / professional fees for the services shall be resourced-based i.e., the sum of the fixed monthly cost of employment of the project team over the duration of the contract. The cost of employment shall be all-inclusive comprising allowances for overhead charges, mark-up for profit, payment for administrative, clerical and secretarial staff used to support the professional and technical staff.

Travelling, accommodation and printing shall be treated separately as disbursement. The Department of Public Service and Administration (DPSA) fee rate should be used as a guide for the remuneration of the personnel of the PPME.

7. OFFICE SPACE / ACCOMMODATION

The PPME shall be situated within the premises of the Office of the Premier or any other identified facility.

The OTP shall be responsible for the provision of working stations i.e., office furniture, internet connection and telephone landline access only.

All other work tools such as laptops and printers shall be at the expense of the successful bidder.

8. PROJECT DURATION

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The duration of the project is for a period of three years which is renewable subject to satisfactory performance and budget availability.

9. COMPULSORY RETURNABLE SCHEDULE

Each bid shall comprise of a clearly indexed proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached YES/NO
a.	Standard Bidding documents to be fully completed initialled on each page and signed in all relevant areas.(SBD1;SBD 3,SBD 4,SBD 6.1)	
b.	Fully completed and signed pricing schedule.	
c.	Original certified copies of CIPC registration documents. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
d.	If the bidder is a joint venture /consortium/partnership, an original certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid. If the bidder is not a joint venture/consortium/partnership (section e is not compulsory). The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
e.	Original or originally certified copies of the identity documents /valid passports of all the directors of the bidding entity. The date on the certified copies must not be older than three (3) months as at the closing date of the bid.	
f.	SARS Tax pin issued by South African Revenue Service (SARS). (The bidder must ensure the tax status with SARS remains compliant for the duration of the bid validity period). Bidders who are in joint venture should submit individual Tax clearance certificates.	
g.	Proof of registration with National Treasury's Central Supplier Database (CSD) must be attached.	
h.	Bid document must be completed in black ink	
i.	Sworn affidavit reflecting the annual turnover of the bidder in order to determine whether the bidder is an EME or QSE.	
j.	A detailed breakdown of costs and a ceiling price. Value Added Tax (VAT) must be shown as a separate line in the financial quotation.	
K.	The Bid Validity Period is 90 days	

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10. EVALUATION METHODOLOGY

The evaluation shall be conducted by the Bid Evaluation Committee (BEC) on the following basis:

Functionality	POINTS
Understanding of Brief	20
Company's experience in similar task	30
Capacity of Personnel/ Proposed team	30
Proposed Implementation Plan / Methodology	20
Total points for Functionality	100

	POINTS
Price	80
Specific Goals	20
Total points for Price and SPECIFIC GOALS	100

10.1. EVALUATION PROCEDURE

- Bids will be evaluated at different stages; the **first stage** would be general validity in terms of the compulsory requirements stated below under returnable schedule. Bids which fail in general to meet the compulsory requirements may be rejected and will not be evaluated further. However, The Office of the Premier reserves the right to communicate with bidders in the case where minor administrative errors are apparent. Bidders may be invited for presentations or clarification of documents.
- The **second stage** will be the consideration of **functionality**. Requirements are set which will assist The Office of the Premier to assess the capacity and experience of the service providers. The minimum threshold for functionality must be met in order for bid offers to continue to the next stage of evaluation.
- The **third stage** of evaluation will be according to the preference points claimed for B-BBEE and price (refer also to SBD 6.1) and the Preferential Procurement Regulations, 2022 (80/20 preference point system).
- The evaluation of the functionality will be evaluated individually by members of the Bid Evaluation Committee (BEC) in accordance with the aforementioned criteria.
- The points scored for functionality shall be calculated as follows: Each BEC member shall award points for each individual criterion on the score sheet. The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of **75** points. All bidders who scored the minimum threshold of **75** points or above shall be evaluated further for price and specific goals. Bids/proposals

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that do not score the minimum threshold of **75** points for functionality shall not be evaluated further.

10.2. FUNCTIONALITY

The BEC members shall individually evaluate the responses received and /or presentations made against the following criteria:

The applicable points to be applied to functionality evaluation as follows:

No	Criteria for Functionality	Sub Criteria	Total Allocated Points
1	Understanding of the brief Relevant previous projects completed by the Company Relevant previous projects completed by the company (attach appropriate letter & completion certificate) <i>In less than 500 words i.e., 2 pages, the tender must demonstrate their understanding of the terms of reference in their own words</i>	Very Good understanding	20
		Fair Understanding	5
			20 Max
		Compulsory Returnable for evaluation purpose: A two-page write-up demonstrating the tenderers understanding of the brief.	
2	Company's experience in similar task	- 10 years and more	30
		- 5 - 9 years	20
		- Less than 5 years	10
			30 Max
		Compulsory Returnable for evaluation purpose: Company's profile or schedule of experience	

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3	Capacity of Personnel / Proposed Team																																										
	The project key personnel (06) are: 1. Team Leader-x1 2. Project Planning Specialist-x1 3. Project Financing Specialist-x1 4. Project Management Specialist-x1 5. Monitoring & Evaluation Specialist-x1 6. Quantity Surveyor / Cost Estimator-x1	<table><tr><td colspan="2">3.1 Team Leader</td></tr><tr><td>Years of Exp.</td><td>Total Score</td></tr><tr><td>10 years & more</td><td>5</td></tr><tr><td>5 – 9 years</td><td>3</td></tr><tr><td>Less than 5 years</td><td>2</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2">3.2 Project Planning Specialist</td></tr><tr><td>Years of Exp.</td><td>Total Score</td></tr><tr><td>6 years & more</td><td>5</td></tr><tr><td>3 – 5 years</td><td>3</td></tr><tr><td>Less than 3 years</td><td>2</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2">3.3 Project Financing Specialist</td></tr><tr><td>Years of Exp.</td><td>Total Score</td></tr><tr><td>10 years & more</td><td>5</td></tr><tr><td>5 – 9 years</td><td>3</td></tr><tr><td>Less than 5 years</td><td>2</td></tr><tr><td colspan="2"></td></tr><tr><td colspan="2">3.4 Project Management Specialist</td></tr><tr><td>Years of Exp.</td><td>Total Score</td></tr></table>	3.1 Team Leader		Years of Exp.	Total Score	10 years & more	5	5 – 9 years	3	Less than 5 years	2			3.2 Project Planning Specialist		Years of Exp.	Total Score	6 years & more	5	3 – 5 years	3	Less than 3 years	2			3.3 Project Financing Specialist		Years of Exp.	Total Score	10 years & more	5	5 – 9 years	3	Less than 5 years	2			3.4 Project Management Specialist		Years of Exp.	Total Score	30 max
3.1 Team Leader																																											
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		5 years & more	5
		2 – 4 years	3
		Less than 2 years	2
		3.5 Monitoring & Evaluation Specialist	
		Years of Exp.	Total Score
		5 years & more	5
		2 – 4 years	3
		Less than 2 years	2
		3.6 Quantity Surveyor / Cost Estimator	
		Years of Exp.	Total Score
		8 years & more	5
		5 – 7 years	3
		Less than 5 years	2
		Compulsory Returnable for evaluation purpose:	
		▪ Curriculum vitae indicating areas and years of experience ▪ Certified academic qualifications ▪ Certified professional registration certificates	

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		NOTE: Candidates that do not meet the minimum qualification shall be disregarded for points.	
4	Proposed Implementation Plan / Methodology	innovative and wholly addresses the terms of reference	20
	<i>Based on the terms of reference, the tender is expected to indicate how they intend to approach the terms of reference with</i> • work plan, • timelines, • key deliverables • identified risk • potential constraints • project implementation strategy • proposed full-time team for the project over 36 months	Fully the terms of reference (but generic)	15
		Partially covers the terms of reference	10
		Poor and does not address the terms of reference	0
			Max 20
		Compulsory Returnable for evaluation purpose: Bidder's proposed implementation plan / methodology	
	TOTAL		100

11. EVALUATION IN TERMS OF THE 80/20 PREFERENCE POINT SYSTEMS.

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price and 20 points for specific goals.

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

SUBJECT: BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS

11.1 PREFERENCE POINTS IN TERMS OF PPPFA

The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and Regulations of 2022. Responsive bids shall be adjudicated by the **OtP** on the 80/20 preference point system in terms of which points are awarded to bidder on the basis of:

11.1.1 POINTS ALLOCATION FOR RDP GOALS(Specific goals)

A maximum of 20 points shall be awarded to a bidder(s) for the specific goal specified for the tender as contemplated in sub-regulation (2) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2022 and will be added to the points scored for price as calculated in accordance with sub-regulation (1) of PPPFA Act, 2000(Act 5 of 2000) and Regulations of 2022.

11.1.2 PRICE POINTS ALLOCATION

In terms of Regulation 4.(1) and 6(2) of the Preferential procurement Regulations, the following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) = \text{Calculation of price points}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

Designated Group: An EME or QSE which is at least 51% owned		Minimum Proof required for claiming preference points	Points
1	An Enterprise owned by at least 51% BLACK OWNED	CIPC enterprise registration documents and certified id copies of Directors	5

SUBJECT: BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS

2	An Enterprise owned by at least 51% people who are YOUTH	CICP enterprise registration documents band certified id copies of Directors id copies of Directors	5
3	An Enterprise owned by at least 51% people who are WOMEN	CICP enterprise registration documents band certified id copies of Directors id copies of Directors	5
4	An Enterprise owned by at least 51% people with DIASABILITIES B	CICP enterprise registration documents and certified id copies of Directors, proof of disability(certificate from a medical doctor that specifies the nature of the disability)	5

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

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE MENTIONED SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.

NB: ALL ATTACHED DOCUMENTS MUST BE INITIALLED AND BIDDERS WHO FAIL TO ATTACH ANY OF THE COMPULSORY REQUIREMENTS ABOVE WILL BE DISQUALIFIED.

12. SPECIAL CONDITIONS

This bid and all contracts emanating there from will be subject to the General Conditions of contract issued in accordance with Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999 as amended).The special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however the Special Conditions of Contract prevail.

- a. The **OtP** reserves the right to suspend/ terminate the contract if the successful bidder/s does not comply with any stipulations contained in the contract.
- b. The **OtP** reserves the right to request further information from the bidder/s any time to clarify aspects in the bid(s).
- c. The **OtP** reserves the right to verify information and documentation of the bidder/s.
- d. The **OtP** reserves the right to invite shortlisted bidders to make presentations before awarding the bid.
- e. The bidder is required to declare interests (in SBD4 form) if they are or any person connected with the bidder (relatives/spouse/business partners/shareholders) is are presently employed by the state.
- f. All bidders will be verified for Tax compliance status on the Central Supplier Database (CSD).Failure to validate the Tax status in CSD may invalidate the bid.

SUBJECT: BID SPECIFICATIONS FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT PLANNING, MONITORING AND EVALUATION FOR THE OFFICE OF THE PREMIER FOR A PERIOD OF THREE (3) YEARS

- g. This bid shall not be awarded to a supplier who is not registered as a prospective supplier on the Central Supplier Database administered by the National Treasury.
- h. Supplier Performance Management is viewed by the **OtP** as a critical component in ensuring value for money in acquisition and good supplier relations between **OtP** and all its suppliers.
- i. The successful bidder shall upon receipt of written notification of an award, sign a Service Level Agreement (SLA) with the **OtP**. The SLA will serve as a tool to measure, monitor and assess the supplier's performance level and ensure effective delivery, quality and value add of the service to the **OtP**.

Bid document should be duly completed in black ink and signed. Any use of tipex fluid on the bid documents shall nullify the bid. All incomplete bid documents shall not be considered.

13. ENQUIRIES AND CLARIFICATION

All enquiries and clarity seeking questions should be directed to:

For: Technical Enquiries

Mr Dave Awogu
Dawogu@mpg.gov.za
013 766 0840/0839

For: Supply Chain Process

Ms Dimakatso Mhaule
dtmhaule@mpg.gov.za
013 766 2126/ 2154

NB: FAILURE TO COMPLY WITH ANY OF THE ABOVE CONDITIONS WILL LEAD TO DISQUALIFICATION OR TERMINATION OF CONTRACT

NON ATTENDANCE OF COMPULSORY BRIEFING SESSION WILL LEAD TO DISQUALIFICATION

**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
--------------	----------------	-----------	----------------	------------------	--------

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.

Compulsory Returnable Schedule A: Summary of Details of Professional Team / Staffing

(Note: The schedule must be completed with supporting documents)

Nr	Designation	Full Names	ID Number	Highest Education Qualification	Professional Registration / Affiliation with a recognized Statutory body	Years of Experience
1	Team Leader					
2	Project Preparation & Planning Specialist					
3	Project Financing Specialist					
4	Project Management Specialist					
5	Monitoring and Evaluation Specialist					
6	Quantity Surveyor / Cost Estimator					
7	Data Capturer / Analyst					
8	Administrative Support Staff					

Pricing Instruction

- 1) The tender price shall constitute the total cost of employment / staff rates over the three (3) year duration of the project.
- 2) The cost of employment / staff rate should be all-inclusive to include allowances for overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical, IT support and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 3) The staff rates should include all standard equipment such as office furniture, copiers, plotters, computers, and software's require to perform the services.
- 4) The staff rates should include mark-up for profit.
- 5) All travelling, accommodation and printing shall be treated separately as disbursement and shall be paid according to the Department of Public Service and Administration (DPSA) fee rates.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
.....
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:		
-	At:		
-	Brand and model		
-			
-	Country of origin		
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)		
-	Period required for delivery		
-	Delivery:		*Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

[illegible]

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? YES/NO

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....
 ...

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD4

- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No-89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 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.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

	80/20	or	90/10
OR			
Where			
Ps	=		Points scored for price of tender under consideration
Pt	=		Price of tender under consideration
Pmin	=		Price of lowest acceptable tender

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

GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 or 90/10

or

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

below.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An enterprise owned by entities by atleast 51% Black people		5		
An enterprise owned by entities by atleast 51% people are Youth		5		
An enterprise owned by entities by atleast 51% people who are Women		5		
An enterprise owned by entities by atleast 51% people with Disabled persons		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:
.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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
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13. Incidental services
14. Spare parts
15. Warranty
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18. Contract amendments
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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.