



provincial treasury

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

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Private Bag X2060
MMABATHO 2735
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Enquiries: G. Mogwai

Tel: 018 388 4060

Fax:

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FINANCIAL MANAGEMENT SERVICES

Departmental Supply Chain Management

Tel : 018- 388-4060
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INVITATION TO BID

NWDF01/2023 - APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS.

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

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

NWDF01/2023 - APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS.

f) General Conditions of Contract (GCC)

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

Bid No : NWDF01/2023

Bid Description : NWDF01/2023 - APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS.

Closing Date : 18 OCTOBER 2023

Closing Time : 11H00 AM

6. No Compulsory Briefing Session will be held for the above bid and all individuals are required to send all questions to Director: SCM and Director: MFMA Support as per the contact details below on or before the closing date 2023 in order for the Department to respond properly.

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

8. For more information please contact the following:

Department : Provincial Treasury

Contact Person 1 : Mrs. Gaodirelwe Mogwai

Tel : 018 388 4060 (SCM Related Issues)

Email address : gyawa@nwpg.gov.za

Contact Person 2 : Ms. Linda Nengovhela

Tel : 018 388 2142 / 5063 (Technical Issues)

Email address : lrmatlhape@nwpg.gov.za

NWDF01/2023 - APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS.

9. BID REQUIREMENTS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b) Bids will be valid for a period of 90 days.
- c) All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.
- d) **No telegraphic, e- mailed or facsimile bids will be considered.**

10. MANDATORY REQUIREMENTS / ADMINISTRATIVE REQUIREMENT

- a) Only CV's on the prescribed CV template will be considered.
- b) Companies are not allowed to bid.
- c) CV's from persons employed in the State will not be considered. State means: Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity; Provincial Legislature; National Assembly or The National Council of Provinces, or Parliament.
- d) Individuals must provide supporting documentation as proof of educational qualifications as well as all required certificates contemplated below.
- e) All copies must be certified within the last six (6) months.
- f) All international qualifications must be accompanied by South African Qualifications Authority (SAQA) accreditation.
- g) Non-submission of certified academic qualifications and SAQA accreditation will lead to disqualification.
- h) Certificate of membership to professional bodies will not be considered if not accompanied by certified educational qualifications.
- i) Minimum of three (3) contactable referees per category, for work performed in the last five calendar years, must be submitted.
- j) Individuals must be registered on the Centralised Supplier Database (CSD) and proof of registration must be attached.
- k) Original completed and signed applicable bid documents

NB: Failure by the individual to comply with the above submission requirements will result in such CV not being evaluated further.

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11. EVALUATION CRITERIA AND PROCESSES TO BE USED:

The Department has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The evaluation will be carried out in the following three (3) phases.

Phase 1 Administrative / Mandatory Requirements	Phase 2 Technical Evaluation Criteria	Phase 3 Specific Goals
Bidders must submit all documents as outlined in the bid document. Only bidders that comply with all these criteria will proceed to Phase 1	Only bidders who meet the 70% threshold for the technical evaluation will be considered.	This tender will be evaluated on the 80/20 Preference points system where 80 is for price and 20 for preference points.

12. TECHNICAL EVALUATION CRITERIA

Qualification and demonstrated experience in the Category mentioned below:

NB: Individuals are allowed to apply for more than one (1) category and will be evaluated per category, however a CV template must be attached for each category.

FUNCTIONALITY	POINTS	POINTS ALLOCATED	
EDUCATIONAL QUALIFICATION			
Highest educational qualification obtained in: <ul style="list-style-type: none"> • Financial management, • Accounting, or relevant / related field 	30	Post Graduate (NQF Level 8 or higher)	30
		BCom Degree (NQF Level 7)	20
		National diploma (NQF Level 6)	10
CATEGORY 1 : EXPERIENCE IN LOCAL GOVERNMENT FINANCIAL MANAGEMENT			30
Number of years' experience in Local Government financial management or a component thereof		More than 10 years	30
		5-10 years	20

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FUNCTIONALITY	POINTS	POINTS ALLOCATED	
<ul style="list-style-type: none"> Financial Management and Reporting 		1-5 years	10
<ul style="list-style-type: none"> Accounting and Reporting 			
<ul style="list-style-type: none"> Other financial and reporting matters 			
<ul style="list-style-type: none"> Preparation of Annual Financial Statement (AFS) 			
CATEGORY 2 : EXPERIENCE IN LOCAL GOVERNMENT BUDGET / REVENUE / EXPENDITURE MANAGEMENT			30
<ul style="list-style-type: none"> Revenue Management 		More than 10 years	30
<ul style="list-style-type: none"> Expenditure Management 		5-10 years	20
<ul style="list-style-type: none"> Credit Control and Debt Collection 		1-5 years	10
<ul style="list-style-type: none"> Municipal Financial Assets and Liability Management 			
<ul style="list-style-type: none"> Budget Management 			
CATEGORY 3 : EXPERIENCE IN LOCAL GOVERNMENT GOVERNANCE AND PERFORMANCE MANAGEMENT			30
<ul style="list-style-type: none"> Governance & Performance Management 		More than 10 years	30
<ul style="list-style-type: none"> Risk Management 		5-10 years	20
<ul style="list-style-type: none"> Audit Process and the Annual Report 		1-5 years	10
<ul style="list-style-type: none"> Monitoring MFMA Compliance 			

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FUNCTIONALITY	POINTS	POINTS ALLOCATED	
CATEGORY 4: EXPERIENCE IN LOCAL GOVERNMENT SCM AND ASSETS MANAGEMENT			30
Number of years' experience in Local Government financial management or a component thereof and the management level		More than 10 years	30
		5-10 years	20
		1-5 years	10
• Supply Chain Management			
• Assets Management			
NB: Maximum points to be allowed for Category 1-4 is 30 for individuals who apply for one or more than one (1) category.			
MANAGEMENT LEVEL			30
1. Management level in Local Government financial management environment to be specified (must be relevant / equivalent to managerial / senior management level). 2. CV as a requirement must indicate relevant senior/managerial experience and must be attached		Senior Management level	30
		Middle Management level	15
Registration with the relevant professional body (in relation to the categories specified above)	10	CIGFARO, SAICA, CIMA, CFA, ACC, IIASA, IRMSA, ACFE, CIPS, CIA or any other relevant professional body.	10

NB: Only bidders who meet the 70% threshold for the technical evaluation will be considered on the panel.

NWDF01/2023 - APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS.

13. PREFERENCE POINT SYSTEM

This tender will be evaluated on the 80/20 Preference points system where 80 is for price and 20 for preference points. Only qualifying bidders (who obtained a minimum of 70% threshold in Phase 2) will be evaluated in Phase three.

NB: In order to claim preference points, bidders must use the SBD 6.1 attached on this document and not any other will be accepted as the goals differ per institution.

The specific goals for the preference points are as follows:

Specific Goals	Procurement Transactions
<p>Enterprises located in RSA</p> <ul style="list-style-type: none"> • Rural / Township / Village Area • Local Municipality <p>For work to be done or services to be rendered</p>	<p>Maximum 10 points</p> <ul style="list-style-type: none"> • Rural / Township / Village Area = 10 points • Local Municipality = 6 points <p>Proof of residence must be attached as per any of the following:</p> <ul style="list-style-type: none"> • A municipal rates invoice in the name of the company / any of the directors submitting the quotation that has been issued within the last three months. • An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address. • A signed lease with a property owner located in that municipality/township (NWPT may request a recent statement from the landlord) or confirmation letter from the landlord. • A utilities rates statement (examples, Eskom or Telkom fixed line service, etc) showing the physical address and in company or director name; or • A bank statement showing the company name and physical address.

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Specific Goals	Procurement Transactions
<ul style="list-style-type: none"> • Individual owned by black woman • Individual owned by people with disability. • Individual owned by black youth • Individual owned by black male 	<p>Maximum 10 points</p> <p>10 Points</p> <p>2 Points</p> <p>6 Points</p> <p>4 Points</p>

APPROVED / NOT APPROVED



MR. N.I. KUNENE
ACCOUNTING OFFICER



DATE:



provincial treasury

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

TERMS OF REFERENCE

NWDF01-2023: APPOINTMENT OF A PANEL OF INDIVIDUAL MUNICIPAL FINANCE PROFESSIONAL SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES FOR A PERIOD OF THREE (3) YEARS

1. PURPOSE

To appoint a panel of individual municipal finance professional specialist to provide technical assistance to Municipalities for a period of three (3) years.

2. BACKGROUND

The North West Provincial Treasury provides technical support and assistance to Municipalities in the Province to improve their capacity to implement the Municipal Finance Management Act, 2003 (MFMA). The Provincial Treasury has the primary responsibility to provide support and capacity building initiatives to municipalities in fulfilling their responsibilities as required by the MFMA.

The Provincial Treasury requires from time to time, external assistance to complement its current capacity in order to fulfil its obligations in terms of the MFMA. Most of the assistance is required at short notice and it is therefore the intention of the Provincial Treasury to appoint a panel of individual municipal finance specialists to provide technical assistance to Municipalities with regards to implementation of sound financial management processes in terms of the Municipal Finance Management Act for a period of three (3) years.

The main objective is to provide technical support to municipalities in specific areas and contribute towards achievement of sound and sustainable financial management in Municipalities while providing on job training by hand holding municipal officials in discharging their responsibilities through improved processes in specific areas within the Budget and Treasury Office.

3. OBJECTIVE

The objectives of this project are as follows to provide capacity building measures to the municipal budget and Treasury Officials towards improving their financial management and reporting capabilities as well as the implementation of the MFMA and its reforms based on the following Capacity Building Framework:

Support Type	Definition
On Job Training (Handholding) - Individual Capacity Building	On job, handholding direct transfer of knowledge and skills. Review and propose revisions to documents. Demonstrate to, or advise staff in fulfilling their responsibilities. Share expertise, provide expert opinion, clarity or advice, raise awareness, and or provide updates on changes in the institutional environment
Capacity Gap Filling	Direct implementation of the task that staff should ordinarily do, in line with the mandate of the institution. The purpose of the task is primarily to ensure that the relevant unit fulfil its responsibilities in the short term. This may be necessary when key positions are vacant, or if there is a need to stabilize the municipality before working towards strengthening it, or if there is a problem or request which the existing staff do not have the capacity (time and or expertise) to respond to.
Organizational Capacity Building	Develop, introduce or improve internal processes and procedures, management of systems for the municipality. Produce internal frameworks, guidelines and toolkits for the municipality.

4. SCOPE OF WORK

Municipal Finance Professional Specialists

The programme seeks to achieve the following:

- Assist in building capacity within municipal budget and treasury office and contribute towards the financial viability and sustainability of municipalities;
- Improved capacity of municipalities and to implement the MFMA;
- Improved capacity of NW Provincial Treasury's municipal finance management unit to Implementation of the MFMA by municipalities;
- Improved overall compliance to the MFMA by municipalities; and
- Overall improved financial management performance in municipalities.

The role of the Municipal Finance Professional Specialist is to provide the municipality and the NW Provincial Treasury with technical support focused on building capacity as well as guidance and on the implementation of the MFMA. The support and technical advice will focus on the following MFMA functional areas:

- Implementation of section 81 of the MFMA
- Budget Management

- Financial Management & Reporting
- Accounting and Reporting
- Revenue Management
- Credit Control and debt collection
- Municipal Financial Assets & Liability Management
- Governance & Performance Management
- Supply Chain Management
- Assets Management
- Risk Management
- Other financial and reporting matters
- AFS & Municipal Audit Process and the Annual Report
- Monitoring MFMA Compliance

5. PRICING AND DISBURSEMENTS

- 5.1 The Department will remunerate the appointed Municipal Finance Professional Specialist in line with National Treasury's cost containment instruction note 03 of 2017/18.
- 5.2 Provincial Treasury will pay for official travelling, subsistence and accommodation costs of the supplier incurred during the performance of their duties in terms of this intervention project in line with PFMA SCM Instruction No. 7 of 2022 – 2023 Cost Containment Measures related to travel and subsistence.

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

Payment will be effected monthly, subject to submission of a valid claim with the relevant supporting documents.

6. THE NORTH WEST PROVINCIAL TREASURY'S OBLIGATIONS

- 6.1 The North West Provincial Treasury will review and evaluate the services provided by the individual municipal finance specialist appointed against the Service Level Agreement on an on-going basis.

7. RESTRICTIONS

- 7.1 CV's from persons employed in the State will not be considered. State means: Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of Public Finance Management Act, 1999 (Act No. 1 of

1999); any municipality or municipal entity; Provincial Legislature; National Assembly or The National Council of Provinces, or Parliament.

7.2 Only CV's on the prescribed CV template will be considered.

7.3 **Companies are not allowed to bid.**

8. MANDATORY / ADMINISTRATIVE REQUIREMENTS

8.1 Individuals must provide supporting documentation as proof of educational qualifications as well as all required certificates contemplated below.

8.2 All international qualifications must be accompanied by South African Qualifications Authority (SAQA) accreditation.

8.3 Non-submission of academic qualifications and SAQA accreditation where relevant may lead to disqualification.

8.4 Certificate of membership to professional bodies will not be considered if not accompanied by educational qualifications.

8.5 Minimum of three (3) contactable referees per category, for work performed in the last five calendar years, must be submitted.

8.6 Individuals must be fully registered and active on the Centralised Supplier Database (CSD) and proof of registration must be attached.

The following information will be verified before the individual is subjected to technical evaluation:

- Identity number or Passport number
- Income Tax Pin
- SAQA accreditation where applicable
- Copies of all qualifications
- Contactable references of individual's experience per category.
- CSD registration

Failure by the individual to comply with the above submission requirements will result in such CV not being evaluated further.

9. TECHNICAL EVALUATION CRITERIA

The evaluation committee members will individually evaluate the responses received against the following criteria as set out below. The functionality evaluation of individual CV's will be carried out as per evaluation criteria stipulated in the table below.

9.1 FUNCTIONALITY EVALUATION (TECHNICAL DESKTOP EVALUATION)

Qualification and demonstrated experience in municipal environment on the functional areas below:

FUNCTIONALITY	POINTS	POINTS ALLOCATED	
Educational Qualification Highest educational qualification obtained in: <ul style="list-style-type: none"> • Financial management, • Accounting, or relevant / related field 	30	Post Graduate (NQF Level 8 or higher)	30
		BCom Degree (NQF Level 7)	20
		National diploma (NQF Level 6)	10
CATEGORY 1: Experience in Local Government financial management	30		
Number of years' experience in Local Government financial management or a component thereof <ul style="list-style-type: none"> • Financial Management & Reporting • Accounting and Reporting • Other financial and reporting matters • Preparation of AFS 		More than 10 years	30
		5-10 years	20
		1-5 years	10
CATEGORY 2: Experience in Local Government Budget/ Revenue/ Expenditure Management	30		
<ul style="list-style-type: none"> • Revenue Management 		More than 10 years	30
<ul style="list-style-type: none"> • Expenditure Management 		5-10 years	20
<ul style="list-style-type: none"> • Credit Control and 		1-5 years	10
<ul style="list-style-type: none"> • debt collection • Municipal Financial Assets & Liability Management • Budget Management • 			
CATEGORY 3: Experience in Local Government Governance and Performance Management <ul style="list-style-type: none"> • Governance & Performance Management 	30	More than 10 years	30
		5-10 years	20
		1-5 years	10

FUNCTIONALITY	POINTS	POINTS ALLOCATED	
<ul style="list-style-type: none"> Risk Management Audit Process and the Annual Report Monitoring MFMA Compliance 			
CATEGORY 4: Experience in Local Government SCM and Assets Management	30		
Number of years' experience in Local Government financial management or a component thereof and the management level		More than 10 years	30
		5-10 years	20
		1-5 years	10
<ul style="list-style-type: none"> Supply Chain Management Assets Management 			
NB: Maximum points to be allowed for Category 1-4 is 30 for individuals who apply for one or more than one (1) category.			
MANAGEMENT LEVEL	30	Senior Management level	30
1. Management level in Local Government financial management environment to be specified (must be relevant / equivalent to managerial / senior management level). 2. CV as a requirement must indicate relevant senior/managerial experience and must be attached		Middle Management level	15
Registration with the relevant professional body (in relation to the categories specified above)	10	CIGFARO, SAICA, CIMA, CFA, ACC, IIASA, IRMSA, ACFE, CIPS, CIA or any other relevant professional body	10

NB: Only bidders who meet the 70% threshold for the technical evaluation will be considered on the panel.

9.2 PREFERENTIAL PROCUREMENT POLICY 2022 - SPECIFIC GOALS

Preference points system that is 80/20 is applicable for this tender

Specific Goals	Procurement Transactions
Individual located in a specific <ul style="list-style-type: none"> • Rural / Township / Village Area • Local Municipality For work to be done or services to be rendered	Maximum 10 points Proof of residence must be attached as per any of the following: <ul style="list-style-type: none"> • Rural / Township / Village Area = 10 points • Local Municipality = 6 points
Choose any one or more of the following specific goals <ul style="list-style-type: none"> • Individual black woman • Individuals with disability • Individual who are black youth • Individual black male 	Maximum 10 points <ul style="list-style-type: none"> 10 points 8 points 6 points 4 points

9.3 Individuals are allowed to apply for more than one (1) category and will be evaluated per category, however a CV template must be attached for each category.

10. TENDER VALIDITY PERIOD

The bid will be valid for a period of ninety (90) days.

11. BID REQUIREMENTS

11.1 Late bids will not be considered. Please note that the bids are late if they are received at the address given in the bid document after the bid closing date and time.

11.2 All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.

11.3 Use of tippex and pencil in the bid document is not allowed. Where cancellation has been made, candidates should endorse with signatures.

12. DURATION OF CONTRACT

12.1 The duration of this tender will be for a period of three (3) years from the date as indicated in the SBD 7.2 that will be signed by the successful individual municipal finance professional specialist.

12.2 Upon appointment, the individual municipal finance professional specialist will be required to enter into a Service Level Agreement.

13. CONDITIONS OF BID

- 13.1 Successful individuals must be in a position to commence work within five (5) calendar days of the awarding of an assignment contract.
- 13.2 General Conditions of Contract (GCC) are also applicable to this tender.
- 13.3 Allocation of work will be at the discretion of the North West Provincial Treasury.

14. CANCELLATION

- 14.1 Provincial Treasury reserves the right to cancel the contract if the municipal finance professional specialist fails to adhere to the conditions of the contract.
- 14.2 On termination of the contract for whatever reason, the service provider shall on demand deliver, without the right to retention all documents and information gained in terms of this agreement.

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


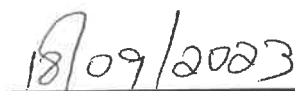
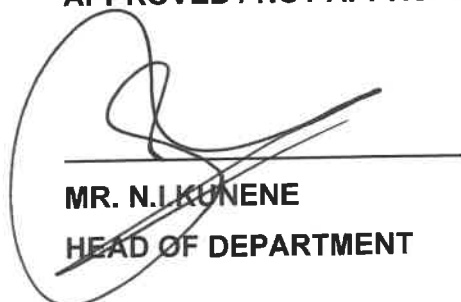
For more information please contact the following officials:

1. Supply Chain Management Queries

Contact Person 1 : Ms. Gaodirelwe Mogwai (SCM Related Issues)
 Email : gyawa@nwpg.gov.za
 Tel : 018 388 4060

2. Technical Issues

Contact Person 1 : Ms. Linda Nengovhela (Technical Issues)
 Email : lramatlhape@nwpg.gov.za
 Tel : 018 388 2142

RECOMMENDED BY:

MR. ODWA MDULI**CHAIRPERSON: BID SPECIFICATION COMMITTEE**

DATE**APPROVED / ~~NOT APPROVED~~**

MR. N.I. KUNENE**HEAD OF DEPARTMENT**

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

SBD4

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

SPECIFIC GOALS DECLARATION IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

TENDERS GREATER THAN R1,000,000 but LESS THAN R50,000,000 (Including all applicable taxes)

This specific goals form must form part of all tenders that are clearly less than R50,000,000 (including all applicable taxes) and there is no possibility that the lowest acceptable bid will be over R50,000,000 (including all applicable taxes). It contains general information required by legislation and serves as the declaration for the specific goals claimed by the bidder.

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

1. GENERAL CONDITIONS

1.1 The following point systems are applicable to all quotations:

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

1.2 Points for this bid shall be awarded for:

1.2.1 Price; and

1.2.2 Preference Points.

1.3 Failure on the part of a bidder to declare or submit proof when requested, will be interpreted to mean that preference points are not claimed.

1.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

2.1.1 **"Acceptable bid or acceptable quotation"** means a bid or quotation which in all respects complies with the specifications and Conditions of Tender as set out in the tender document.

2.1.2 **"Black people"** means Africans, Coloureds and Indians (refer to the B-BBEE Act for more details)

2.1.3 **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.1.4 **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.1.5 **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through and advertised competitive bidding processes or proposals;

- 2.1.6 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.1.7 **“Central Supplier Database”** means the database managed by National Treasury at www.csd.gov.za .
- 2.1.8 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.1.9 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being AND is in possession of a proof of disability.
- 2.1.10 **“EME”** means an Exempted Micro Enterprise in terms of the relevant code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.1.11 **“Locality”** means that the enterprise has either its head office or an operational office located in that location AND they are in possession of a municipal account, not older than three months for that location.
- 2.1.12 **“military veteran”** means any South African who rendered military service to any of the military organisations, former statutory and liberation armies, which were involved on all sides of South Africa's liberation war from 1960 to 1993; served in the then Union Defence Force before 1961 or became a member of the SANDF after 1994 and has completed his or military training and no longer performs military duties, and has not been dishonourably discharged from his or her respective military organisation.
- 2.1.13 **“Ownership”** includes exercisable voting rights in the enterprise; economic interest in the enterprise (including Employee Share Ownership Programmes, Broad-based Ownership Schemes). The definition in the Ownership Element of the B-BBEE Amendment Act of 2013 and the codes of good practice provides more information on ownership.
- 2.1.14 **“Proof of Disability”** means:
- 2.1.14.1 A completed SARS “Confirmation of Diagnosis of Disability” form endorsed by a duly registered medical practitioner which will remain valid for 10 years where the disability is of a permanent nature;
- 2.1.14.2 A medical report and functional assessment report confirming the disability; or
- 2.1.14.3 A SASSA disability grant.
- 2.1.15 **“Proof of Locality”** means:
- 2.1.15.1 A municipal rates invoice in the name of the company submitting the bid that has been issued within the last three months;
- 2.1.15.2 An affidavit or equivalent from an authorised traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address;
- 2.1.15.3 A signed lease with a property owner located in that municipality/township (NWPT may request a recent statement from the landlord);

- 2.1.15.4 A utilities rates statement (examples, Eskom or Telkom fixed line service) showing the physical address and the company or director name; or
- 2.1.15.5 A bank statement showing the company name and address.
- 2.1.16 “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- 2.1.17 “**Proof of B-BBEE status level of contributor**” means:
- 2.1.17.1 B-BBEE Status level certificate issued by an authorized body or person (such as a SANAS verification agent);
- 2.1.17.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.1.17.3 A CIPC B-BBEE certificate; or
- 2.1.17.4 Any other requirement prescribed in terms of the B-BBEE Act.
- 2.1.18 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.1.19 “**Rand value**” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation.
- 2.1.20 “**Specific Goals**” means those goals as contemplated in section 2(1)(d) of the PPPFA which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
- 2.1.21 “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions
- 2.1.22 “**Youth**” means persons between the ages of 14 and 35 as defined in the National Youth Commission Act of 1996.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

80/20

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

Where

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

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

GENERATING CONTRACTS

3.3 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 the quotation or bid under consideration
 Pt = Price of the quotation or bid under consideration
 Pmax = Price of highest acceptable quotation or bid

4. NWPT SPECIFIC GOALS

4.1 NWPT has identified a number of specific goals that are strategic to procurement in the Department. NWPT prefer the following categories of individuals:

- 4.1.1 Individuals owned by black people;
- 4.1.2 Individuals located in South Africa, or where required, the specific village, rural area, township, local municipality or district municipality for work to be done or services to be rendered in that area;
- 4.1.3 Individuals owned by black women;
- 4.1.4 Individuals owned by black male;
- 4.1.5 Individuals owned by people with disability;
- 4.1.6 Individuals owned by the black youth;
- 4.1.7 Individuals owned by black military veterans; and

4.2 Individuals that do not fall within the above categories are encouraged to still submit a response. They will not be disqualified, they will just not earn points for the categories of preference.

5. POINTS AWARDED FOR SPECIFIC GOALS FOR QUOTATIONS AND BIDS

5.1 For acceptable bids up to R50,000,000 (including all applicable taxes)

5.1.1 In terms of the NWPT Preferential Procurement Policy, points for specific goals must be awarded to a bidder in accordance with the table that follows:

Specific Goals in terms of PPR2022	Points out of 20 for the 80/20 system (A)	Points Claimed To be completed by bidder (Please tick X)
1. Individual owned by black woman.	10 points	
2. Individual owned by people with disability.	8 points	
3. Individual owned by black youth	6 points	
4. Individual owned by black male	4 points	
TOTAL	10 max	

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

5.2 Points claimed calculations:

5.2.1 **Locality.** The points claimed for locality will be the maximum points if the bidder declares that they have Proof of Locality at the time of the submission.

Locality table	Where the work is required	Points (if applicable)	Points Claimed (choose one)
Rural / Township / Village Area	Anywhere in RSA	10 points	
Local Municipality	Anywhere in RSA	6 points	
TOTAL		10 max	

5.2.2 Provide the physical address for which proof of locality can be provided in support of the claim: _____

5.2.2.1 If no proof of locality for the address above exists, then zero points must be claimed.

5.2.2.2 **Proof of locality** is a mandatory requirement by closing date and time of the RFT Note that if NWPT requests proof of locality, and the proof can either not be provided OR if the proof is dated after the declaration date, this may be deemed to be misrepresentation and NWPT may begin the remedy outlined below.

5.2.2.3 If the bidder’s address is directly in the Rural / Township / Village Area as stated in the table above, then claim the maximum points.

5.2.2.4 If the bidder’s address is in the municipality but not in the specific Rural / Township / Village stated, then claim the points for “Municipal only”.

5.2.2.5 If the bidder’s address is in the district but not in the specific Rural / Township / Village nor the municipality stated, then claim the points for “District only”

6. DECLARATION WITH REGARD TO INDIVIDUAL

6.1 Name of Individual

6.2 CSD Number: MAAA.....

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

- i) The information furnished is true and correct;
- ii) The points claimed are in accordance with the General Conditions as indicated in paragraphs 1 to 7 of this declaration;
- iii) In the event of a contract being awarded as a result of points claimed and any other information at the disposal of the `NWPT, the bidder may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the points claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

..... SIGNATURE OF BIDDER / INDIVIDUAL SPECIALIST	
SURNAME AND NAME:
DATE:
ADDRESS



provincial treasury

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

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

Enquiries: G. Mogwai

Tel: 018 388 4060

Fax:

Email: gyawa@nwpg.gov.za

SUPPLY CHAIN MANAGEMENT

NWDF01-2023 : APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS PRESCRIBED CV TEMPLATE

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

1. TABLE OF APPLICABLE CATEGORIES

The table below indicates the list of applicable categories for this tender. Bidders can bid for one (1) or all categories as desired by the individual (please tick each applicable category).

NO	CATEGORY	TICK (✓)
1.	Financial Management	
2.	Budget, Revenue and Expenditure Management	
3.	Governance and Performance Management	
4.	Supply Chain Management and Asset Management	

Name of Individual Specialist: _____

Date: _____

Signature: _____

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

2. INDIVIDUAL'S PERSONAL DETAILS

Personal Information:	Surname	
	First Names	
	Identity / Passport Number	
	Tax Number	
	Date of birth	
	Gender	
Contact Details:	Nationality	
	Telephone number (land line)	
	Cell Number	
	Email Address	
	Physical Address	

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

3. INDIVIDUAL'S QUALIFICATIONS (Add entries if needed. Start from the most recent qualification)

Qualification obtained	
Name of Institution	
NQF Level	
Date obtained	
Qualification obtained	
Name of Institution	
NQF Level	
Date obtained	
Qualification obtained	
Name of Institution	
NQF Level	
Date obtained	

- Certified copies of all qualifications must be attached.
- International Qualifications must be accompanied by SAQA accreditation. Non-submission of a certified SAQA accreditation certificate will result in disqualification.
- Registration with the relevant professional body (in relation to the categories specified above)

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

4. INDIVIDUAL'S EMPLOYMENT HISTORY / RECORD OF EXPERIENCE (PER CATEGORY)

- Individuals must note that for evaluation purposes, experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.
- Please provide at least three (3) employment references of work undertaken within the last five calendar years. References must be from your supervisor / manager of the organization where you were an employee or from a client representative in the case where you were appointed as a Service Provider.

4.1 CATEGORY 1: FINANCIAL MANAGEMENT

<p>Specific experience in Financial Management</p>	<p>Demonstrated experience and achievements in implementing, managing, and supporting financial management operations, projects, reforms and/or performance improvement initiatives.</p>	<p><Briefly highlight your major financial management operations, projects, reforms and/or initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience. Also describe your duties; highlighting experience relevant to the services required in this bid></p>
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APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

Years' experience in implementing financial management operations, projects, reforms and/or performance improvement initiatives	<Please clearly state the following information:					
	Position held	Was this a management position (Y/N) If yes, state seniority e.g. Senior / Middle	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)

4.1.1 INDIVIDUALS' REFERENCES: FINANCIAL MANAGEMENT

(MINIMUM OF THREE (3) REFEREES REQUIRED OF WORK UNDERTAKEN WITHIN THE LAST FIVE CALENDAR YEARS)

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
Email Address		
2	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

	Email Address	
3	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee /	
	Email Address	

4.2 CATEGORY 2: BUDGET MANAGEMENT, REVENUE AND EXPENDITURE MANAGEMENT

Specific experience: Budget / Revenue / Expenditure Management	Demonstrated experience and achievements in implementing, managing, and supporting Budget / Revenue / Expenditure Management operations, projects, reforms and/or performance improvement initiatives.	<Briefly highlight your major Budget / Revenue / Expenditure Management operations, projects, reforms and/or initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience. Also describe your duties; highlighting experience relevant to the services required in this bid>
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APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

Years' experience in implementing budget management operations, projects, reforms and/or performance improvement initiatives		<Please clearly state the following information:				
Position held	Was this a management position (Y/N) If yes, state seniority e.g. Senior/Middle	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)	

4.2.1 INDIVIDUALS' REFERENCES: BUDGET MANAGEMENT, REVENUE AND EXPENDITURE MANAGEMENT

(MINIMUM OF THREE (3) REFEREES REQUIRED OF ORK UNDERTAKEN WITHIN THE LAST FIVE CALENDAR YEARS)

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

2	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
3	Email Address	
	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	

4.3 CATEGORY 3: GOVERNANCE AND PERFORMANCE MANAGEMENT

Specific experience in Governance and Performance Management	Demonstrated experience and achievements in implementing, managing, and supporting Governance and Performance Management operations,	<p><Briefly highlight your major Governance and Performance Management operations, projects, reforms and/or initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience. Also describe your duties; highlighting experience relevant to the services required in this bid></p>
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APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

projects, reforms and/or performance improvement initiatives.						
Years' experience in implementing Governance and Performance Management operations, projects, reforms and/or performance improvement initiatives	<Please clearly state the following information:					
	Position held	Was this a management position (Y/N) If yes, state seniority e.g. Senior / Middle	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M)

4.3.1 INDIVIDUALS' REFERENCES: GOVERNANCE AND PERFORMANCE MANAGEMENT (MINIMUM OF THREE (3) REFEREES REQUIRED OF WORK UNDERTAKEN WITHIN THE LAST FIVE CALENDAR YEARS)

1.	Name of referee
	Organisation
	Position of referee in organisation
	Contact telephone / Cell number of referee
	Email Address

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

2.	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	
3.	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	

4.4 CATEGORY 4: SUPPLY CHAIN MANAGEMENT AND ASSET MANAGEMENT

Specific experience: Supply Chain Management and Asset Management	Demonstrated experience and achievements in implementing, managing, and supporting Supply Chain Management and Asset Management operations, projects,	<Briefly highlight your major supply chain management and Asset Management operations, projects, reforms and/or initiatives that you were involved in, the key performance metrics achieved, your role in the specific operations, reforms or initiatives, and your key learnings from the experience. Also describe your duties; highlighting experience relevant to the services required in this bid>
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APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

reforms and/or performance improvement initiatives.					
Years' experience in implementing budget management operations, projects, reforms and/or performance improvement initiatives	<Please clearly state the following information:				
	Position held	Was this a management position (Y/N) If yes, state seniority e.g. Senior / Middle	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)
					Total period (e.g. 3Y_6M)

4.4.1 INDIVIDUALS' REFERENCES: SUPPLY CHAIN MANAGEMENT AND ASSET MANAGEMENT

(MINIMUM OF THREE (3) REFEREES REQUIRED OF WORK UNDERTAKEN WITHIN THE LAST FIVE CALENDAR YEARS)

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
2	Name of referee	

APPOINTMENT OF PANEL OF INDIVIDUAL MUNICIPAL FINANCE SPECIALISTS FOR THE PROVISION OF TECHNICAL ASSISTANCE TO MUNICIPALITIES ON IMPLEMENTATION OF SOUND FINANCIAL MANAGEMENT PROCESSES IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT FOR A PERIOD OF THREE (3) YEARS

3	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	
	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
	Email Address	

Name of Individual Specialist: _____

Date: _____

Signature: _____

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
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12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
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19. Assignment
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.

- 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

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

Js General Conditions of Contract (revised July 2010)