



# **BID DOCUMENT**

**APPOINTMENT/LISTING OF A PANEL OF EXPERTS TO RENDER SERVICES AND HANDS ON SUPPORT TO FREE STATE DEPARTMENTS AND PUBLIC ENTITIES ON BEHALF OF FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS**

**FSPT 003/2022/23:**

**ANNUAL FINANCIAL STATEMENTS**



# **BID DOCUMENT SUBMISSION CHECKLIST FOR FSPT003/2022/23:**

<b>DOCUMENTS</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
➤ <b>SBD 1:</b> ▪ Part A – Invitation to bid ▪ Part B – Terms and Conditions for Bidding (Completed and Signed)			
➤ <b>SBD 4:</b> Bidder's Disclosure - <b>Annexure A</b> (Completed and Signed)			
➤ <b>SBD 6.1:</b> Preference points claim form in terms of the Preferential Procurement Regulations 2017. (Completed and Signed)			
➤ Attach a certified copy of the B-BBEE (Status level Verification Certificate) issued by any verification agency accredited by SANAS (Generic Enterprises) or a valid sworn affidavit signed by the commissioner of oath clearly indicating the designation of the deponent.			
➤ <b>Section 2:</b> Terms of Reference			
➤ Certified copies of qualifications (Not older than 6 months)			
➤ Certified copies of affiliation certificate/s of technical experts			
➤ Public sector client reference letters			
➤ Company profile			
➤ Attach a copy of Companies and Intellectual Property Commission: COR14.3: Registration Certificate			
➤ Company's registration, CK document (With list of Director(s) and/or Member(s))			
➤ CSD Report			
➤ Original certified Identification copy/ies of Members, Directors and Shareholder (Not older than 6 months)			
➤ Proposed methodology approach			
➤ Process plan on skills transfer			
➤ <b>Section 3:</b> Special Conditions of Contract			
➤ <b>Section 4:</b> General Conditions of Contract			
➤ <b>Annexure B:</b> Consortium/ Joint Venture/Sub-Contractor Concern (If applicable) (Completed and Signed)			
➤ <b>Annexure C:</b> Curriculum vitae (completed and signed) and comprehensive CVs			
<b><u>NB:</u></b> In addition to the CV template (Annexure C) that must be completed and signed for the Project Leader, Technical Staff and Technical Experts, it is compulsory to attach their comprehensive Curriculum Vitae's.			
<b>Please mark the applicable box.</b>			

**SBD 1  
PART A**



**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FREE STATE PROVINCIAL TREASURY**

BID NUMBER:	<b>FSPT003/2022/23</b>	CLOSING DATE:	<b>02 DECEMBER 2022</b>	CLOSING TIME:	<b>11:00</b>
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DESCRIPTION	<b>APPOINTMENT/ LISTING OF A PANEL OF EXPERTS TO RENDER SERVICES AND HANDS ON SUPPORT TO FREE STATE DEPARTMENTS AND PUBLIC ENTITIES ON BEHALF OF FREE STATE PROVINCIAL TREASURY: ANNUAL FINANCIAL STATEMENTS</b>
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**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

GROUND FLOOR - FIDEL CASTRO BUILDING, CNR. MARKGRAAFF AND MIRIAM MAKEBA
Cnr MARKGRAAFF AND MIRIAM MAKEBA STREET
BLOEMFONTEIN
9300

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>	<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>
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CONTACT PERSON	<b>Ms. M A Mokoena</b>	CONTACT PERSON	<b>Mr. M A Maqabe</b>
TELEPHONE NUMBER	<b>051 403 3373</b>	TELEPHONE NUMBER	<b>051 405 5265</b>
FACSIMILE NUMBER	<b>N/A</b>	FACSIMILE NUMBER	<b>N/A</b>
E-MAIL ADDRESS	<b>afs@treasury.fs.gov.za</b>		

**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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO



IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

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 OF SBD 1 PART B.**



**SBD 1  
 PART B  
 TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-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: .....



**SBD 4 (ANNEXURE A)**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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



2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding;

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract;

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid; and

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



3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

**1.1** The following preference point systems are applicable to **all** bids:

- 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).

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

**1.2** Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

**1.3** The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

**1.4** Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

**1.5** 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

- (a) “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) “**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;
- (c) “**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 price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro 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;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**price**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
  - B-BBEE Status level certificate issued by an authorized body or person;
  - 1) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 2) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**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;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid



#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

#### 5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

#### 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ..... (maximum 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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7.1.1 If yes, indicate:

- i) What percentage of the contract will be contracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: .....

8.2 VAT registration number: .....

8.3 Company registration number: .....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business: .....

**8.8** I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been 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.

WITNESSES	
1.	.....
2.	.....

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....



# SECTION 2



# FREE STATE PROVINCIAL TREASURY

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## TERMS OF REFERENCE

APPOINTMENT/ LISTING OF A PANEL OF EXPERTS TO RENDER SERVICES AND HANDS ON SUPPORT TO FREE STATE PROVINCIAL DEPARTMENTS AND PUBLIC ENTITIES ON BEHALF FREE STATE PROVINCIAL TREASURY FOR A PERIOD OF THREE (3) YEARS

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**FSPT 003/2022/23**

<b>ANNUAL FINANCIAL STATEMENTS</b>
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## **1. PROJECT BACKGROUND**

- 1.1. The Financial Governance (FG) Chief Directorate within the Free State Provincial Treasury provides monitoring, training, technical support and assistance to 12 provincial departments and 2 Public Entities within the Free State Province to promote financial governance in the provincial government through promoting sound accounting practices and reporting as well as sound risk management and internal audit practices.
- 1.2. In addition, the Financial Governance (FG) Chief Directorate has the primary responsibility to assist in fulfilling the Province's responsibility in terms of the Public Finance Management Act No. 1 of 1999 (PFMA) and Treasury Regulations (TR) issued in terms of PFMA by monitoring and assessing compliance and effective implementation of this Act by departments and entities.
- 1.3. The Financial Governance (FG) Chief Directorate is currently under-resourced and requires assistance to complement its existing capacity for the achievement of allocated mandate. The Financial Governance intention is to obtain the required services through the appointment/ listing of a Panel of Experts where there is limited capacity on indicated specialised areas.

## **2. OBJECTIVES**

- 2.1. To fulfill assigned obligation in terms of section 18 (2) (b) that requires Free State Provincial Treasury to enforce the PFMA and any prescribed National and Provincial norms and standards, section (e) that requires Free State Provincial Treasury to assist provincial departments and public entities in building their capacity for efficient, effective and transparent financial management.
- 2.2. To enable Financial Governance to be timeously responsive when technical assistance on Forensic Investigation and Unwanted Expenditure through experienced and competent Panel of Experts.
- 2.3. To enhance capacity through hands on support which will be obtained from the services which are to be rendered by the panel of experts.

## **3. KEY ACTIVITIES AND SCOPE OF WORK**

- 3.1. The main transversal activities for the Panel of Experts are to:
  - 3.1.1 Free State Provincial Treasury requires, from time to time, external assistance to complement its capacity in order to fulfil its obligations in terms of the PFMA;

3.1.2 Render expeditious service as assistance required is at times at short notice and it is therefore a plan of the Free State Provincial Treasury to appoint a group of experienced and competent Experts in the various fields of Financial Governance to be available immediately when required; and

3.1.3 Report to the Provincial Accountant General in the Free State Provincial Treasury on indicated assignment areas in supporting and assisting departments and entities.

3.2 The Specific activities of Panel of Experts on Annual Financial Statements:

<b>Category of Service</b>	<b>Description of Service</b>
<p><b>Annual Financial Statements</b></p>	<ul style="list-style-type: none"> <li>• Perform all year end procedures that has an impact on the preparation of the annual financial statements</li> <li>• Compilation of Interim and Annual Financial Statements in accordance with relevant Accounting Standards for departments and entities.</li> <li>• Compilation of group Interim and Annual Financial Statements (Consolidated Annual Financial Statements) in accordance with relevant Accounting Standards for departments and entities.</li> <li>• Technical Review of both the standalone and group annual financial statements.</li> <li>• Provide support during audit of the IFS/ AFS by the Auditor General (attending to audit queries related to financials and year end procedures).</li> <li>• Preparation of a complete IFS/ AFS work file with proper cross references between financial and supporting documents.</li> <li>• Skills transfer related to IFS/AFS and work files in accordance with relevant Accounting standards.</li> <li>• There is an existing monitoring function in place whereby monitoring tool is fully used to assess the department and entities, however improvement is needed as there are numerous findings reported by AGSA on misstatements of financial statements.</li> <li>• Assist in contributing towards the financial viability and sustainability of departments and entities and improved audit outcomes.</li> <li>• Provide assistance to Departments/ Entities in clearing findings raised by AGSA during/ after audit process.</li> <li>• Assist with development of audit remedial action plans and monitoring thereof.</li> </ul>

## 4 SERVICE PROVIDERS REQUIREMENTS

The prospective service providers must be results-driven and should be able to handle the pressures of the assignment. Furthermore, the prospective service providers must provide the following resource requirements:

### 4.1 The assignment Project Leader must have the following:

- At least a recognized NQF Level 8 Degree in Accounting, Internal Audit, equivalent and/or relevant post graduate qualification;
- At least 5 years' relevant working experience related to the category of service;
- Knowledge of the Public Sector prescript, particularly knowledge of the PFMA, Treasury Regulations, Public Service Regulations, Modified Cash Standards for departments and or GRAP/IFRS for entities, Accounting Manual for Departments, internal control systems, National and Provincial prescripts, norms and standards – Annual Financial Statements;
- Accredited qualification and member of the relevant professional body; and
- Must be fluent in written and oral English and must be computer literate and have excellent technical and report writing skills.

### 4.2 The assignment Technical Staff must have the following:

- At least a recognized NQF Level 7 Degree in Accounting, Internal Audit, equivalent and/or relevant post graduate qualification;
- At least 5 years' relevant working experience related to the category of service;
- Knowledge of the Public Sector prescript, particularly knowledge of the PFMA, Treasury Regulations, Public Service Regulations, Modified Cash Standards for departments and or GRAP/IFRS for entities, Accounting Manual for Departments, internal control systems, National and Provincial prescripts, norms and standards – Annual Financial Statements; and
- Must be fluent in written and oral English and must be computer literate and have good technical and report writing skills.

### 4.3 The prospective service providers must have access to the following technical experts:

- A Certified Internal Auditor; and
- A Legal expert (related field).

***N.B: It is compulsory to attach a completed and signed Annexure C together with comprehensive CVs, certified copies of qualifications and certified copies of affiliation certificate/s of the relevant professional bodies of the above mentioned technical experts.***



4.4 The following mandatory documents must be submitted with the bid:

- SBD 1: Invitation to bid (Part A and B) excluding 2.4 of part B which indicates TCS certificates may be printed (optional);
- SBD 4: Bidder's disclosure;
- SBD 6.1: Preference points claim form in terms of the preferential procurement regulations 2017;
- B-BBEE Certificate issued by SANAS Accredited Agencies/ fully completed and signed DTIC Format Sworn Affidavit Signed under Oath (by both Commissioner and Service Provider) / CIPC B-BBEE Certificate;
- Company profile;
- A copy of the companies and intellectual property commission - COR14.3: Registration Certificate;
- Company's registration, CK document (With list of Director(s) and/or Member(s), certified Identification copy/ies of Members, Directors and Shareholder (Not older than 6 months) must be attached; and
- CSD Report.

***NB: Bidders who do not submit the above mandatory documents will be disqualified.***

## **5 DURATION OF THE PROJECT AND LOCATION**

5.1 The contract will be for a duration of three (3) years. The service providers will be accommodated within the relevant Department/ Entity where the service is required.

## **6 PROJECT MANAGEMENT ISSUES**

6.1 Project Management support will be provided by the Provincial Accountant General in the Free State Provincial Treasury, which has the important mandate of assisting in building capacity for efficient, effective and transparent financial management.

6.2 This project will be facilitated by a Steering Committee consisting of officials from the Free State Provincial Treasury and relevant departments/entity, or/ and any other person/s appointed by Free State Provincial Treasury.

6.3 The Steering Committee will require bi-weekly progress reporting in a format suitable for extracting information as required. However, ad-hoc reports may also be required on a need basis.

6.4 The service provider will prepare and agree with the Steering Committee on a detailed work plan for the duration of the contract. This shall be the basis for the monitoring of performance and achievements.

- 6.5 Interim reports are to be submitted as and when available for specific number/nature of cases finalized prior to the completion date of the contract in order for the departments/entity to act on these reports as soon as possible.
- 6.6 Draft closure reports will be submitted prior to the completion date of the contract to allow comprehensive inputs to support the finalization and actual closure of the project.
- 6.7 A final closure report per Department/entity to be submitted on completion of the project.
- 6.8 All reports should be provided in soft and hard copy.
- 6.9 All electronic and hard copy information captured/utilized to provide the output of the project remains the property of the Free State Provincial Treasury and relevant department/entity, and it cannot be used or shared, whether for profit or otherwise with any other party, without written permission from Free State Provincial Treasury.
- 6.10 Free State Provincial Treasury and the relevant departments/entity will retain copyright and all associated intellectual rights.
- 6.11 The relevant Department/ Entity will be responsible to ensure that all the relevant documentation to be handed over are available and ready in each department by the time that they are requested by the service provider.
- 6.12 Furthermore, the relevant Department/ Entity will be responsible to provide all outstanding information identified with the initial assessment by the service provider within 5 working days from request by the service provider.
- 6.13 Departments/ Entities must provide feedback/comments on the reports of the service provider within 7 working days from receipt of the report.

***NB: The Free State Provincial Treasury reserves the right to terminate the services if performance is judged to be unsatisfactory at the end of these review intervals.***

## **7 STEERING COMMITTEE**

- 7.1 A dedicated Steering Committee will provide strategic guidance, support, monitor and evaluate progress, outputs, target on key deliverables, compliance to reporting guidelines and provide oversight as specified
- 7.2 This Steering Committee will comprise representatives from the Free State Provincial Treasury, as well as relevant departments/entities.

## **8 DELIVERABLES**

- 8.1 The outputs required will be specified for each category(ies) service when the work is allocated in the table above (paragraph 3.2).
- 8.2 The approved list of Service Providers must have the capacity, skills and experience to provide the services required at a level acceptable to the Free State Provincial Treasury and upon signing the Service Level Agreement.



## 9 REPORTING REQUIREMENTS

- 9.1 The successful bidders will report to the Project Co-ordinator: Financial Governance Chief Directorate in accordance with the terms and conditions documented in service level agreements, letters of engagement or contracts.
- 9.2 Projects will be initiated by means of service level agreements or letters of engagement and verbal briefings may be given where it is considered appropriate and necessary.
- 9.3 The service provider will be expected to provide the following reports:

Name of report	Content
Inception report	Analysis of existing work and work plan for the project
Weekly report	Weekly progress report including escalations
Monthly report	Monthly status report
Closeout/Handover report	To be submitted at the end of the assignment

## 10 BRIEFING SESSION

There will be a briefing session to provide clarity to the prospective service providers prior to the submission of the bids.

Details of the briefing session are as follows:

Date: 24 November 2022

Time: 10h00 – 12h00

Venue: Microsoft teams and ICAM Classroom (Bophelo House, **Address:** 2 Charlotte Maxeke St, CBD, Bloemfontein, 9301)

**NB: Bidders must request the link for Microsoft teams via [afs@treasury.fs.gov.za](mailto:afs@treasury.fs.gov.za) before/on 22 November 2022.**

## 11 THE CONTRACT (AGREEMENT)

- 11.1 A contract/SLA/Service Charter will be concluded with the successful bidder/s after the award.

## 12 NON-COMMITMENT

- 12.1 Free State Provincial Treasury is not bound to accept any of the bids submitted.
- 12.2 Free State Provincial Treasury reserves the right to withdraw or amend these terms of reference/ specification by notice in writing to all parties who have received the terms of reference/specification prior to the closing date.
- 12.3 The cost of preparing bids will not be reimbursed.
- 12.4 None responsive bids will not be considered for evaluation.



### 13 REVIEW PROCESS

- 13.3 Documents submitted on time by bidders shall not be returned and shall remain the property of Free State Provincial Treasury;
- 13.4 All bids duly lodged will be evaluated in accordance with the evaluation criteria.
- 13.5 Free State Provincial Treasury **may** require presentations from short-listed bidders as part of the bid evaluation process.

### 14 REASONS FOR REJECTION OF THE BID

- 14.3 Free State Provincial Treasury shall reject bids that are not in accordance to specification / Terms of Reference.
- 14.4 Bidders will not contact Free State Provincial Treasury on any matter pertaining to their bids from the closing date to the time the bid has been adjudicated. Any effort by a bidder to influence the bid evaluation or adjudication may result in rejection of the bid concerned.
- 14.5 Free State Provincial Treasury shall reject a submission if the bidder has committed a proven corrupt or fraudulent act in competing for a particular contract.
- 14.6 Free State Provincial Treasury may disregard any submission if that bidder or any of its directors are guilty of the following transgressions:
- Have abused the Supply Chain Management (SCM) system of government;
  - Have committed proven fraud or any other improper conduct in relation to such system;
  - Have failed to perform on any previous contract and the proof thereof exists;
  - Is restricted from doing business with the public sector; and
  - If such a supplier obtained preferences fraudulently or if such supplier failed to perform on a contract based on the specific goals.

### 15 EVALUATION CRITERION

- 15.3 The Bids will be evaluated on functionality; whereby potential service providers are **expected to score minimum points of 160 out of 200 points (80%) for functionality.** Failure to score the required minimum requirements then the bidder will be disqualified.
- 15.4 The bid will be evaluated in two stages, the first stage of evaluation will be on mandatory administrative compliance and functionality.
- 15.5 Then the second stage of evaluation on the approved list of panel of experts will be on price and B-BBEE, subject to 80/20 preference points system as the anticipated project cost for the request for bid will not be in excess of R50 000 000.00.



15.6 The **evaluation criteria on functionality** for listing of panel of experts (**separate from price and BBEE**) will be as follows:

NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
1.	<b>Previous clients references</b>	<p>At least one signed client reference letter from where the bidder has provided similar services.</p> <p>These letters must be in the client's letterhead with contact details for verification</p> <ul style="list-style-type: none"> <li>• 5 letters and more = 10 points</li> <li>• 3 - 4 letters = 7 points</li> <li>• 2 letters = 5 points</li> <li>• 1 letter = 3 points</li> <li>• None submission = 0 points</li> </ul>	<p>Signed reference letters from 01 October 2012 to date.</p> <p>These letters must be in the client's letterhead with verifiable contact details.</p>	<b>10</b>
2.	<b>Previous similar projects successfully completed</b>	<p>Number of similar projects that were successfully completed by the Bidder in the past 10 years:</p> <ul style="list-style-type: none"> <li>• Completed 5 or more similar projects = 10 points</li> <li>• Completed 4 similar projects = 7 points</li> <li>• Completed 3 similar projects = 5 points</li> <li>• Completed 1 - 2 similar projects = 3 points</li> <li>Completed 0 similar projects = 0 points</li> </ul>	<p>Signed reference letters from 01 October 2012 to date.</p> <p>These letters must be in the client's letterhead with verifiable contact details.</p>	<b>10</b>
3.	<b>Qualifications of the Project Leader</b>	<p>The bidder must have a qualified Project Leader with a qualification from an accredited institution.</p> <p>Verifiable qualification in the following field of study related to the categories listed from above will be acceptable; Accounting/ Internal Audit/ Forensic Audit/ equivalent and/or relevant post graduate qualification:</p>	<p>Certified copies of qualifications.</p>	<b>20</b>



NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
		<p><i>Foreign acquired qualifications should be endorsed by the South African Qualification Authority (SAQA) before they can be considered by the Free State Provincial Treasury</i></p> <ul style="list-style-type: none"> <li>• NQF Level 8 Degree or above = 20 points</li> <li>• Below NQF Level 8 = 0 points</li> </ul>		
4.	<b>Working Experienced - Project Leader</b>	<p>The bidder must have an experienced Project Leader available on site to supervise the team. The Project Leader must have relevant working experience related to the category(ies) of service:</p> <ul style="list-style-type: none"> <li>• 5 years or more working experience = 20 points</li> <li>• 4 years working experience = 15 points</li> <li>• 3 years working experience = 10 points</li> <li>• 1 - 2 years working experience = 5 points</li> <li>• Less than 1 year = 0 points</li> </ul>	Comprehensive CV and Annexure C	<b>20</b>
5.	<b>Knowledge of the public sector prescripts – Project Leader</b>	<p>The Project Leader must have knowledge of the Public Sector prescripts, particularly knowledge of the PFMA, Treasury Regulations, Public Service Regulations, Public sector reforms specifically in the field Supply Chain Management, Modified Cash Standards for departments and or GRAP/IFRS for entities, internal control systems, National and Provincial prescripts, norms and standards – Unwanted expenditure:</p> <ul style="list-style-type: none"> <li>• 5 years or more of knowledge = 10 points</li> </ul>	Comprehensive CV and Annexure C	<b>10</b>



NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
		<ul style="list-style-type: none"> <li>• 4 years' knowledge = 7 points</li> <li>• 3 years' knowledge = 5 points</li> <li>• 1 – 2 years' knowledge = 3 points</li> <li>• Less than 1 year = 0 points</li> </ul>		
6.	<b>Qualifications of Technical Staff</b>	<p>The bidder must have qualified technical staff with relevant qualifications from accredited institutions.</p> <p>Verifiable qualification in the following field of study related to the categories listed from above will be acceptable; Accounting/ Internal Audit/ equivalent and/or relevant post graduate qualification:</p> <p><i>Foreign acquired qualifications should be endorsed by the South African Qualification Authority (SAQA) before they can be considered by the Free State Provincial Treasury</i></p> <ul style="list-style-type: none"> <li>• NQF Level 7 Degree or above = 20 points</li> <li>• Below NQF Level 7 = 0 points</li> </ul> <p>(e.g. If the bidder has 10 technical staff, and only 8 meet the requirement, the calculation will be as follows:</p> <p style="padding-left: 40px;">✓ <math>8/10 = 80\% \times 20 \text{ points} = 16 \text{ points}</math></p>	Certified copies of qualifications.	<b>20</b>
7.	<b>Working Experience - Technical staff</b>	The bidder must have a team of experienced technical staff who will be available on site to perform the work. The team must have relevant working experience related to the category(ies) of	Comprehensive CV and Annexure C	<b>20</b>



NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
		<p>service. The team must at least have 5 years' relevant working experience related to the category(ies) of service;</p> <ul style="list-style-type: none"> <li>• 5 years or more working experience = 20 points</li> <li>• 4 years working experience = 15 points</li> <li>• 3 years working experience = 10 points</li> <li>• 1 - 2 years working experience = 5 points</li> <li>• Less than 1 year working experience = 0 points</li> </ul> <p>Scenario for a bidder who has 17 technical staff members who have the relevant working experience, the following calculation of points will apply:</p> <ul style="list-style-type: none"> <li>✓ 17/17 technical staff have 5 years or more working experience = 20 points</li> </ul> <p>If the technical staff have different years of working experience, the following calculation of points will apply:</p> <ul style="list-style-type: none"> <li>✓ 6/17 of technical staff have 5 years or more working experience: <math>6/17 = 35\% \times 20 \text{ points} = 7 \text{ points}</math></li> <li>✓ 4/17 of technical staff have 4 years working experience: <math>4/17 = 24\% \times 15 \text{ points} = 3.6 \text{ points}</math></li> <li>✓ 4/17 of technical staff have 3 years working experience: <math>4/17 = 24\% \times 10 \text{ points} = 2.4 \text{ points}</math></li> <li>✓ 3/17 of technical staff have 1 - 2 years working experience: <math>3/17 = 17\%</math></li> </ul>		



NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
		<p>x 5 points = 0.8 points  <b>Total points will be: 7 + 3.6 + 2.4 + 0.8 = 13.8 points</b>            (Excluding technical expertise as mentioned on criteria 9)</p>		
8.	<b>Knowledge of the public sector prescripts – Technical Staff</b>	<p>The technical staff have 5 years' working knowledge of the Public Sector prescripts, particularly knowledge of the PFMA, Treasury Regulations, Public Service Regulations, Modified Cash Standards for departments and or GRAP/IFRS for entities, Accounting Manual for Departments, internal control systems, National and Provincial prescripts, norms and standards – Annual Financial Statements:</p> <ul style="list-style-type: none"> <li>• 100% of the team meet the requirement = 10 points</li> <li>• 80-99% of the team meet the requirement = 7 points</li> <li>• 70-79% of the team meet the requirement = 5 points</li> <li>• Less than 70% of the team meet the requirement = 0 points</li> </ul>	Comprehensive CV and Annexure C.	<b>10</b>
9.	<b>Access to technical expertise</b>	<p>The bidder must have access to the following technical experts:</p> <ul style="list-style-type: none"> <li>• Certified Internal Auditor = 30</li> <li>• Legal expert = 10</li> <li>• No access to any of the above = 0</li> </ul> <p>The above technical experts must be affiliated to the relevant professional bodies.            (Excluding technical staff as mentioned on criteria 7)</p>	Comprehensive CV, Annexure C and certified copies of affiliation certificate/s.	<b>40</b>



NO.	Criteria for functionality	Criterion Description	Documents/Proof to be attached	Weight
10	<b>Methodology</b>	A clear and concise methodology approach covering aspects listed in the categories of services on paragraph 3.2 (page 18-20) of the bid document (With specific reference to Annual Financial Statements) Methodology Approach = 20  A Process Plan on how skills will be transferred to relevant officials at the departments and entities on these categories.  Process Plan= 20	Proposed Methodology and Process Plan.	<b>40</b>
<b>Total</b>				<b>200</b>

## 16 SUBMISSION OF THE BID

16.3 Faxed, emailed or late bid documents will not be considered. Bid documents must be delivered before the closing time and date to the venue which is as follows:

**Physical Address:** The bid box is situated at the **Fidel Castro Building, Ground Floor, Corner of 55 Miriam Makeba and Markgraaff Street, Bloemfontein, 9300.**

**Postal Address:** Clearly marked bid documents denoting the bid number and closing date maybe posted before the closing time and date to:

**Free State Provincial Treasury, SCM, Private Bag X20537, Bloemfontein, 9300.**

16.4 The bid number **FSPT 003/2022/23** must be indicated on the envelope/file.

## 17 CLOSING DATE FOR THE BID

17.3 The closing date for the bid is **02 December 2022**

## 18 LATE BIDS



**18.1 Bids received late will not be considered.**

**18.2** A bid will be considered late if it is received a second after 11:00 am or any time thereafter. **The bid closing time is 11:00 am on 02/12/2022.**

**19 ENQUIRIES**

**19.1 For all bidding procedure and technical enquiries, please refer to page 3 SBD 1, part A for contact details.**



# SECTION 3

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**SPECIAL CONDITIONS OF CONTRACT**

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## SPECIAL CONDITIONS OF CONTRACT

### 1. LEGISLATIVE AND REGULATORY FRAMEWORK

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

### 2. STATUS OF REQUEST FOR BIDS

- 2.1 The Free State Provincial Treasury is hereby inviting potential bidders for the appointment/listing of panel of experts for a period of 3 years.
- 2.2 This request is an invitation for potential Bidders to submit their proposals for the rendering of the services as set out in the Terms of Reference contained herein.
- 2.3 No binding contract or other understanding for the supply of the Services will exist between the Free State Provincial Treasury and any Bidder unless and until the department has executed a formal written contract with the successful Bidder/s.

### 3. SUBMISSION OF BIDS

- 3.1 Bidders must submit the bid in two (2) original hard copy format (paper documents) and memory stick/disc, clearly marked with the category of service applied for and must be deposited into the tender box located at **Fidel Castro Building, Ground Floor, Corner of 55 Miriam Makeba and Markgraaff Street, Bloemfontein, 9300** by the closing date and time of the bid.
- 3.2 In the event that a hard copy of the bid document is not received on or before the closing date and time, the bid will be invalidated.
- 3.3 There will be a briefing session, please refer to paragraph 10 of this bid document on page 22.
- 3.4 Completed bid documents should be sealed, clearly marked **FSPT 003/2022/23** and deposited in the bid box on the address stated in the invitation on or before 11:00 on 02/12/2022 which is accessible from Monday to Friday, between 07:30 to 16:00 at the Fidel Castro Building on the Ground Floor.
- 3.5 Deviation from the Terms of Reference will result in disqualification.
- 3.6 Bidders must ensure that they have received all the pages of this bid document and ensure that it is submitted in its original sequential format as issued.
- 3.7 Bidders must provide all the information requested in the Terms of reference as per category of services.



- 3.8 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.
- 3.9 Free State Provincial Treasury reserves the right to arrange contracts with more than one bidder per category of services.
- 3.10 The completed bid document may serve as a basis for further negotiations at Free State Provincial Treasury's selection process. Free State Provincial Treasury may at its sole discretion decide how many potential panel of experts are requested to participate in this process.
- 3.11 The bid will be valid for a period of at least 120 (one hundred and twenty) days from the bid closing date.
- 3.12 The bid shall be subject to all relevant SCM guidelines in line with PFMA and Treasury Regulations.
- 3.13 Submission of bids after closing date and time will not be accepted.
- 3.14 Shareholder/Member of Company/Individual will not be allowed to represent/bid for more than 1 (one) business, where a Shareholder/Member/Individual has an interest in any other company that is participating in this bid, it must be disclosed. Failure to do so will result in disqualification of bids.
- 3.15 List of Shareholding/membership by Name of business, Position occupied and percentage of shareholding in the business:

<b>NAME OF SHAREHOLDER / DIRECTOR/ MEMBER</b>	<b>NAME OF BUSINESS</b>	<b>POSITION OCCUPIED IN THE BUSINESS</b>	<b>% OF SHAREHOLDING IN THE BUSINESS</b>	<b>INDICATE BY TICKING X NEXT TO THE BUSINESS YOU ARE REPRESENTING IN THIS BID.</b>

#### **4. ALLOCATION OF WORK AND PAYMENT DURING EXECUTION**

- 4.1. Once the panel/lists of experts has been approved, only the successful applicants will be approached, depending on the circumstances, either by obtaining quotes on a rotation basis, according to the bid procedure when services are required, with the exception that the requirement is not advertised in the Government Tender Bulletin again);
- 4.2. When assignments are agreed upon, parties will agree on the rates to be charged which will be in line with Par 11.4 of SCM Practise Note 3 of 2003 (Appointment of Consultants);
- 4.3. The rates agreed to between parties will be included in the signed Service Level Agreement (SLA) prior to commencement of each assignment;
- 4.4. Payment will be done in line with the work allocated and performed in accordance with agreed rates, which will be included in the Service Level Agreement (SLA)/service charter and when Free State Provincial Treasury is satisfied with the standard of output delivered by the service provider
- 4.5. All prospective bidders shall have to treat all available data provided by the Free State Provincial Treasury as strictly confidential and not available for any form of distribution or use other than on the project in respect of which the information was made available, unless express written approval from the HOD: Free State Provincial Treasury is obtained in advance;
- 4.6. Successful bidders must be in a position to commence work when the need arise, within ten (10) calendar days of the awarding of a contract relating to an assignment; Successful bidder/s must be in a position to commence work when a need is identified in relation to an assignment per category of service.
- 4.7. Valid SARS unique pin and CSD report should be submitted together with the bid documents.
- 4.8. Rates of remuneration will be subject to negotiation, not exceeding the applicable Hourly fee rates for Consultants issued by AGSA and DPSA, ICASA, Law Firms as well as Engineering Council of South Africa and any Council per category.
- 4.9. Costs must include all applicable taxes and disbursements.
- 4.10. The appointed service provider will be expected to act as an expert witness in court of law, should the need arise.



# SECTION 4

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**GENERAL CONDITIONS OF CONTRACT**

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## GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

### 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 document
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



## General Conditions of Contract

<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>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.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>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.</p>
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- 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 sub bidders) 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.



	<p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>1. Use of contract documents and information; inspection.</b>	<p>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.</p> <p>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.</p>



	<p>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.</p> <p>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.</p>
<b>6. Patent rights</b>	<p>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.</p>
<b>7. Performance security</b>	<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p>



	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
<p><b>9. Packing</b></p>	<p>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.</p>



	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.
<b>10. Delivery and documents</b>	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.
<b>11. Insurance</b>	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.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	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.
<b>14. Spare parts</b>	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



	<p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
<b>16. Payment</b>	<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>



<b>17. Prices</b>	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.
<b>18. Contract amendments</b>	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.
<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	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.
<b>21. Delays in the supplier's performance</b>	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 sub bidder(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



	<p>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.</p>
<b>22. Penalties</b>	<p>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.</p>
<b>23. Termination for default</b>	<p>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:</p> <ul style="list-style-type: none"><li>(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;</li><li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li><li>(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.</li></ul> <p>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.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>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 favorable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or</p>



	is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <ul style="list-style-type: none"><li>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</li><li>(b) the purchaser shall pay the supplier any monies due the supplier.</li></ul>



<b>28. Limitation of liability</b>	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 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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	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.



<b>34. Prohibition of Restrictive practices</b>	<p>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).</p> <p>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.</p> <p>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.</p>
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## ANNEXURE B

### **FSPT 003/2022/23: APPOINTMENT/LISTING OF A PANEL OF EXPERTS TO RENDER SERVICES AND HANDS ON SUPPORT TO FREE STATE DEPARTMENTS AND PUBLIC ENTITIES ON BEHALF OF FREE STATE PROVINCIAL TREASURY – ANNUAL FINANCIAL STATEMENTS FOR A PERIOD OF THREE (3) YEARS**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contractor, or any employee of such a person, consortium/joint venture/sub-contracting.

**SIGNED ON BEHALF OF BIDDER**

**Date:** \_\_\_\_\_

**ANNEXURE C**

**CURRICULUM VITAE**

**Proposed role in this project:**

.....

**1. Surname:**

.....

**2. First name:**

.....

**3. Date of birth:**

.....

**4. Nationality**

.....

**5. Identification Number**

.....

**6. Education**

Institution (Date from - Date to)	Degree(s) or Post graduation obtained	Main subjects


**7. Membership of professional bodies**

.....  
.....

**8. Data Analysis and manipulation skills**

<b>Skill/s</b>	<b>Obtain via training/ exposure</b>	<b>Timeframe</b>	<b>Institution</b>	<b>Project if via exposure</b>


9. **Present position:** .....

10. **Key qualifications (relevant to this project)**  
 .....  
 .....  
 .....

11. **Professional experience in Public Sector environment**

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	



<b>Location</b>	
<b>Position</b>	
<b>Description of duties/projects</b>	

<b>Date (From – To) (mm/yy)</b>	
<b>Organisation</b>	
<b>Location</b>	
<b>Position</b>	
<b>Description of duties/projects</b>	

12. Knowledge of public sector prescripts related to the following:

Description	Years	How obtained
PFMA		
Treasury Regulations		
Public Service Regulations		
Internal Control Systems		

Modified Cash Standards for departments/ GRAP/IFRS for entities		
Accounting Manual for Departments		

13. Other relevant information (e.g. Publications)

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14. References

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I ....., hereby certify that the information provided on the CV is accurate and complete.

.....  
**Signature**

.....  
**Date**