 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<b>Provincial Supply Chain Management</b>								
		<b>INVITATION TO BID</b>		<b>Page 1 of 4</b>						
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	Y		N		<b>SESSION COMPULSORY</b>		Y		N	
					<b>SESSION HIGHLY RECOMMENDED</b>		Y		N	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	Y		N			<b>DATE</b>			<b>TIME</b>	
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>		Y		N		<b>TERM DURATION</b>				
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

## THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

## TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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.**

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> (Proof of authority must be submitted e.g. company resolution)			



## CONSENT FORM FOR THE PROCESSING OF PERSONAL INFORMATION

[IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)]

*This form serves to confirm the Data Subject's consent for the Gauteng Department of ..... ("the Department") to process personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA), and the constitutional right to privacy.*

*By completing and signing this form, you acknowledge and consent to the processing of your personal information for the purposes outlined herein. This consent remains effective unless and until formally withdrawn.*

### PART A: DATA SUBJECT DETAILS

Full Name / Registered Company Name:

Residential / Postal / Business Address:

Contact Number(s):

Email Address:

### PART B: CONSENT AND DECLARATIONS

1. I understand that the Department may, in accordance with its operational requirements and applicable laws and policies, be required to process my personal information, including disclosure to internal units and contracted third parties, for the purpose of evaluating and administering the submission of this bid.
2. I expressly authorise the Department to process and/or further process any personal information I have submitted or which may be obtained during the bid process, solely for purposes aligned with lawful institutional mandates.
3. I acknowledge that processing may include but is not limited to storage, sharing, verification, and retention of personal or company data, in compliance with the Department's privacy framework.
4. I confirm that:
  - ☐ I have read, understood and accept the terms of this consent form;

- My personal information is accurate, current and complete; and
  - I will inform the Department of any changes to the information supplied.
- 5. I understand that I have the right to:
  - Request correction or deletion of my personal information if found to be inaccurate, outdated, excessive, or obtained unlawfully; and
  - Withdraw this consent at any time, subject to applicable laws and operational requirements.
- 6. I accept the Department's data security measures and protocols for the protection and responsible management of personal information.
- 7. I further understand and accept that the Department may retain relevant personal information for as long as it is lawfully required to fulfil bid-related, administrative, or legal obligations.
- 8. By signing below, I provide informed, voluntary, and irrevocable consent for the processing of my personal information as outlined in this document.

**Signed at:** \_\_\_\_\_

**On this:** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**NAME OF DATA SUBJECT / AUTHORISED REPRESENTATIVE:**

**Signature:** \_\_\_\_\_

**NAME / DESIGNATION OF DEPARTMENTAL OFFICIAL:**

**Signature:** \_\_\_\_\_

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words <b>"as specified"</b> (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.</li> <li>b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the ( PRICING SCHEDULE per item).</li> </ul>





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on SBD 01.

This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y		N		SERVICE BASED	Y		N		VALUE BASED	Y		N	
VALUE BASED	Y		N											
QUANTITY BASED	Y		N											
TERM BASED	Y		N											

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Compulsory Briefing Session</b>	Page 1 of 1

## COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

<b>BID NUMBER</b>			
<b>BID DESCRIPTION</b>			
<b>CLOSING DATE</b>		<b>CLOSING TIME</b>	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

<b>CUSTOMER DEPARTMENT</b>								
<b>CUSTOMER INSTITUTION</b>								
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>		<b>TIME</b>	
<b>VENUE</b>								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--


CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

<b>BIDDER OR ASSIGNEE(S) NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

<b>FULL COMPANY NAME</b>	
--------------------------	--

<b>GPG OFFICIAL NAME</b>		<b>POSITION</b>		<b>SIGN</b>		<b>DATE</b>	
--------------------------	--	-----------------	--	-------------	--	-------------	--

<p><b>END USER STAMP</b></p>
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 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 1 of 3

## 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 1 in the enterprise, employed by the state?


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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

---

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.

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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 2 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.

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.

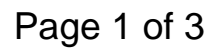
	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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.

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	







# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	

**\*It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### BIDDERS JOB CREATION ANALYSIS

Company Name	Date Established
--------------	------------------

	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

The successful bidder may be audited during the course of the contract to verify the above information.

#### Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

**NOTE: Job Creation should adhere to all applicable RSA Legislation and Regulations.**

THIS SECTION IS FOR OFFICE USE ONLY						
Observations	Initial Job Count	Job Creation Potential	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

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Department of Environment

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**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROCURE, SUPPLY, AND DELIVER WASTE RECYCLING STATIONS, IN ORDER TO SUPPORT AND PROMOTE RECYCLING WITHIN THE GAUTENG MUNICIPALITIES**

Terms of reference for the appointment of a service provider to procure, supply, and deliver waste recycling stations, in order to support and promote recycling within the Gauteng municipalities

## Department of Environment

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Terms of reference for the appointment of a service provider to procure, supply, and deliver waste recycling stations, in order to support and promote recycling within the Gauteng municipalities

## 1. PURPOSE

The purpose of this Terms of Reference (TOR) is to appoint a service provider to procure, supply, and deliver waste recycling stations to support and promote recycling within the Gauteng municipalities as part of the old CBDs revitalisation programme and the G20 summit.

## 2. BACKGROUND

Recycling is the process of recovering recyclable waste and reprocessing the material into useful products. Recycling is a part of global efforts to reduce recyclable waste in the waste stream, especially the approximately eight million metric tonnes of waste plastic that enter the Earth's oceans every year. This helps to reduce the high rates of waste pollution.

The Gauteng Provincial Government (GPG) has officially launched the Old Central Business Districts (CBD) Revitalisation Programme in Johannesburg's city centre. This initiative, which includes efforts to improve cleanliness, lighting, and security, is a key part of the government's broader strategy to attract investment and enhance the quality of life for the people of Gauteng.

The Revitalisation Programme stems from a commitment made by Premier Panyaza Lesufi during his inaugural speech of the 7th Administration of Gauteng in 2024, where the revitalisation of Old CBDs was identified as a priority focus. As part of this initiative, Old CBDs in the Province including; Johannesburg CBD, Roodepoort, Tshwane CBD, Hammanskraal, Germiston, Kempton Park, Tembisa, Vereeniging, Meyerton, Krugersdorp, Randfontein, Rand Gate, Westonaria, Heidelberg, Ratanda, Devon, Jameson Park and Randburg form part of the programme.

The first major activities under the programme—cleaning, lighting, and security enhancements were initiated in the Johannesburg CBD. These efforts mark the beginning of sustained activities under the broader Old CBD Revitalisation Programme, setting the stage for continued improvement across the province.

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Department of Environment

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The programme officially commenced on 18 July 2024, in alignment with Nelson Mandela Day, symbolising the start of a concerted effort to rejuvenate the Johannesburg CBD. This initiative is being spearheaded by the Gauteng Department of Cooperative Governance and Traditional Affairs (GCOGTA), in collaboration with the JoziMyJozi (JMJ) initiative, the City of Johannesburg, PikItUp, City Power, Gauteng Department of Economic Development and the Departments of Environment and Infrastructure Development.

Johannesburg CBD has been chosen as the initial focus area due to its central significance to the Gauteng Provincial Government and the city's economic development potential. As the campaign gains momentum, similar initiatives will be launched in other municipalities within the province, each tailored to address the specific challenges and opportunities of their respective CBDs.

The Old CBDs Revitalisation Programme is designed to tackle the complex challenges facing these urban centres, such as economic stagnation, deteriorating infrastructure, high crime rates, and environmental degradation. Through innovative approaches and a departure from traditional methods, the programme aims to promote inclusive economic growth, improve urban management, and enhance the overall quality of life for residents.

The Gauteng Provincial Government (GPG) is dedicated to creating vibrant, safe, and sustainable CBDs that embody the principles of the Fourth Industrial Revolution (4IR) and spatial transformation. This programme goes beyond mere beautification and law enforcement; it seeks to cultivate a sense of ownership and community among residents, ensuring that revitalised CBDs become hubs of opportunity, inspiration, and compassion.

Beside the Old CBDs Revitalisation Programme that has been launched, South Africa is going to host the G20 summit in Johannesburg which also prioritizes waste management, including the development of sustainable practices, national waste management plans, and the exploration of Waste-to-Energy (WtE) solutions.

The Group of Twenty (G20) was formed in 1999 to bring together major advanced and emerging world economies. The Grouping constitutes of 19 countries, the European Union (EU), and the African Union (AU) and accounts for around 85% of the gross world product (GWP), 80% of world trade and two-thirds of the world's population.

Terms of reference for the appointment of a service provider to procure, supply, and deliver waste recycling stations, in order to support and promote recycling within the Gauteng municipalities

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The Summit is the highest level of G20 meetings and is attended at the level of Heads of State and Government. Each year in December, a different G20 member country assumes the Presidency of the Group through a system of rotation.

This year, the 2025 G20 summit will be held in Johannesburg, South Africa, and will address waste management as part of its broader focus on environmental sustainability and climate action. Specifically, the Environment and Climate Sustainability Working Group (ECSWG) will prioritize waste management, including the development of sustainable practices, national waste management plans, and the exploration of Waste-to-Energy (WtE) solutions.

Key aspects of the G20's approach to waste management:

- **Commitment to Sustainable Practices:**

The G20 aims to foster a commitment to developing sustainable waste management practices, acknowledging the growing global challenge of Municipal Solid Waste (MSW).

- **National Waste Management Plans:**

The ECSWG will encourage the implementation of National Waste Management Plans, including regional, sub-regional, and national plans, with a focus on integrating Waste-to-Energy (WtE) technologies.

- **Waste-to-Energy (WtE) Solutions:**

The G20 recognizes the role of WtE in reducing landfill waste, generating energy, and promoting sustainable development. WtE can recover resources from non-recyclable and non-hazardous waste, diverting it from landfills and producing renewable energy.

- **Capacity Building and Awareness:**

The G20 will focus on capacity building and raising awareness about waste management, WtE implementation, and its benefits.

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- **Sharing Best Practices:**

The G20 aims to facilitate the sharing of best practices in waste management, particularly in WtE technologies and implementation strategies.

- **Addressing Global Challenges:**

The summit will address the broader environmental and climate challenges related to waste management, including its impact on climate change, biodiversity, and human health.

- **International Collaboration:**

The G20 will promote collaboration on waste management policies, legislative instruments, and the development of WtE pilot projects.

In addition to these priorities, South Africa, as the host, will also emphasize the importance of a just and inclusive global transition, ensuring that efforts to address climate change and environmental challenges do not leave vulnerable countries behind. This includes supporting low- and middle-income countries in their efforts to reduce air pollution and transition to a low-carbon economy.

The governance structure which is chaired by the Director General in the Office of the Premier, includes HODs and municipal champions; and drives operational planning, coordination, and implementation. It coordinates the activities of sub-workstreams to ensure alignment with objectives; and report progress, risks, and solutions to the Political Steering Committee.

One of the sub-streams identified is Environment/Cities Cleaning, and the Gauteng Department of Environment is taking a lead in this sub-stream and has been allocated funds to be utilised towards that stream; by purchasing and installing street furniture and beautifying some identified areas within the municipalities.



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The Gauteng Department of Environment seeks to appoint the services of a service provider to procure, supply and deliver waste recycling stations, including - 240l plastic wheelie bins, sets of 4 – 240l recycling wheelie bins, recycling stations signage frames and sets of 4 concrete cobble bins (Standard Round concrete litter bins) with Round Litterbin Lids. These waste recycling stations will be distributed to schools and at strategic locations and focal areas within the 18 identified Old Central Business Districts in Gauteng municipalities, as well as the G20 focal areas, in order to support and promote recycling.

These recycling stations will be used for recyclables such as papers, bottle, cans, plastic, etc that will then be collected by the identified recycling facilities within the vicinity of the old CBDs and the G20 focal areas. This will help to reduce the amount of waste going to the landfill sites, thereby saving the landfill airspace and sustaining already existing jobs in the recycling facilities and also to keep the environment clean; further reduce emissions associated with waste.

### **3. OBJECTIVES**

The following are specific objectives of the project:

- To reduce the amount of waste material going to landfill sites, thus saving landfill air space;
- To strengthen the township economy, ownership of businesses and products manufacturing;
- To stimulate and strengthen high potential waste cooperatives/buyback centres (“facilities”) in order to ensure their sustainability and growth;
- To promote waste recovery and recycling in the province;
- To contribute to delivering a world class G20 event in terms of best practice in waste management;
- To improve the recovery rates for certain waste streams; and
- To further reduce emissions associated with waste.

## **4. SCOPE OF WORK**

The ToR covers the requirements to procure, supply, deliver and maintain the waste recycling station; and Bidders must provide the required services, in line with the scope of work outlined below:

- 4.1 Procure, supply and deliver the waste recycling stations with a minimum of 12 months warranty or guarantee.
- 4.2 Procure, supply and deliver the waste recycling stations Within 2 weeks of appointment of the Service Provider.
- 4.3 Provide the GDEnv with an original copy of the signed delivery note (by the beneficiary - Municipality) and four colour pictures from four different directions taken during the delivery of the equipment. The serial number of each piece of equipment and the associated manual, where applicable, must also be provided.
- 4.4 Further, the Service Provider must ensure maintenance which includes replacing dysfunctional parts of the equipment for a period of 12 months after the equipment have been delivered to the GDEnv's beneficiaries.
- 4.5 All recycling stations must be branded and the Authority's name, Gauteng Department of Environment must be hot foiled in white on the front face of the bin body. The service provider will be required to confirm corporate identity with the Department.

## **5. SPECIFICATIONS**

**See Annexure 1**

## **6. EVALUATION METHODOLOGY**

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999, Preferential Procurement Policy Framework Act 5 of 2000, Preferential Procurement Regulations 2022, Supply Chain Management Policy of the GDEnv and the applicable Treasury Regulations.

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The **First Stage** will be the evaluation of bids on **Administrative Compliance Requirements** (Mandatory Returnable Documents and Other Returnable Documents). During this stage, bids that do not meet the Mandatory Returnable Documents requirements will be disqualified and will not proceed to the second stage of evaluation.

The **Second Stage** will be the evaluation of bids on **Functionality**. During this stage, bids that do not meet the 70 points thresholds will not proceed to the third stage of evaluation.

The **Third Stage** will be evaluation on **Price and Specific Goals**. The 80/20-point system will apply to this project. 80 points maximum will apply to Price and 20 points maximum will apply to Specific Goals.

## **6.1 STAGE 1: ADMINISTRATIVE COMPLIANCE EVALUATION**

### **6.1.1 Mandatory Returnable Documents**

**All the below Mandatory Documents should be duly completed, signed, and submitted by the Bidder:**

- (a) A duly completed and signed Invitation to Bid Form SBD 1;
- (b) A duly completed and signed Declaration of Interest Form SBD 4;
- (c) A duly completed and signed Preference Points Claim Form SBD 6.1;
- (d) A duly completed and signed pricing schedule – firm prices (purchases) SBD3.1 including delivery costs and applicable taxes - Annexure 3; and
- (e) In case of a Joint Venture or Consortium, the Bidder must provide a certified copy of the joint venture agreement signed by all parties, clearly indicating the lead party and revenue split.

***If any of the above bid documents/forms are not duly completed, signed, and not handed in with your bid proposal with accompanying supporting documents (as detailed above) on the closing date and time, your proposal will immediately be disqualified.***

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**6.1.2 Other Returnable Documents**

**The Bidder should also submit the following returnable documents:**

- (a) A Tax Compliance Status Pin (for Consortiums or Joint Ventures, submit a Tax Compliance Status Pin for each party);
- (b) Proof of National Treasury Central Supplier Database (CSD) registration (for Consortiums or Joint Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party);
- (c) Bidder registration (CIPC) document if applicable; and
- (d) B-BBEE Certificate or Affidavit.

**6.2 STAGE 2: FUNCTIONALITY EVALUATION**

A total of **100 points for Functionality Evaluation is allocated**. The **minimum threshold** for this part of the evaluation is **70 points**. Any bidder who fails to meet this minimum required threshold will be deemed non-responsive and eliminated from any further evaluation.

Criteria	Sub-Criteria	Points
<b>1. Bidder's experience in supplying and delivering of waste recycling stations or waste equipment or waste machinery</b>	<p>. Bidders must provide one of the following as proof:</p> <ul style="list-style-type: none"> <li>(a) Reference Letter(s); or</li> <li>(b) Confirmation Letter(s) from the Bidder's client as proof or to prove that the Bidder has supplied waste equipment and machinery(s) to that or those clients of the Bidder.</li> </ul> <p><b>NB:</b></p> <p><b>Reference or Confirmation Letter(s) should:</b></p> <ul style="list-style-type: none"> <li><b>(a) Be on the client's letterhead;</b></li> <li><b>(b) Include project description/items;</b></li> <li><b>(c) State the project value;</b></li> <li><b>(d) State the contract period/delivery time frame and appraisal of the services provided i.e., waste equipment and machinery(s) procured, supplied, and delivered;</b></li> </ul>	40

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	<p><b>(e) Include the contact details of the client, i.e., at least the phone number or email address; and</b></p> <p><b>(f) Be signed by the authorised or delegated official or clients.</b></p> <p><b>(g) Letters without the above requirements will not be considered.</b></p> <p>These sub criteria will be scored as follows:</p> <ul style="list-style-type: none"> <li>• 5 or more reference letters <b>or</b> confirmation letters = <b>40 points</b></li> <li>• 4 reference letters <b>or</b> confirmation letters = <b>32 points</b></li> <li>• 3 reference letters <b>or</b> confirmation letters = <b>24 points</b></li> <li>• 2 reference letters <b>or</b> confirmation letters = <b>16 points</b></li> <li>• 1 reference letter <b>or</b> confirmation letter = <b>8 points</b></li> <li>• No reference letters <b>or</b> confirmation letters = <b>0 points</b></li> </ul>	
<b>2. A project implementation plan/Methodology of the Project</b>	<p>Project Implementation Plan to include: (1) clear and detailed activity plan (all the activities that will be implemented in the project), (2) project resources, (3) project schedule, (4) delivery plan and (5) management plan (organogram and the roles and responsibilities in the project)</p> <ul style="list-style-type: none"> <li>• Project implementation plan including any (5) aspects mentioned above = 10 points,</li> <li>• Project implementation plan including any (4) aspects mentioned above = 8 points,</li> <li>• Project implementation plan including any (3) aspects mentioned above = 6 points,</li> <li>• Project implementation plan including any (2) aspects mentioned above = 4 points,</li> <li>• Project implementation plan including any (1) aspect mentioned above = 2 points,</li> <li>• No project implementation plan = 0 points</li> </ul>	10

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<b>3. Financial Guarantees</b>  <b>Company audited financial statement and Bank guarantee letter</b>	Provide audited or independently reviewed financial statement covering the previous financial year (Include balance sheets and income statements to verify the financial stability) and bank guarantee letter. The bank guarantee letter must include the following: <ul style="list-style-type: none"> <li>➤ Bank letter-head;</li> <li>➤ Reference to this contract;</li> <li>➤ The amount of guarantee; and</li> <li>➤ The validity period</li> <li>• Company audited financial statement and Bank guarantee letter = 20 points</li> <li>• Company audited financial statement or Bank guarantee letter = 10 points</li> <li>• No Company audited financial statement and/or Bank guarantee letter = 0 points</li> </ul>	20
<b>4. Transport available to execute this project</b>	<p><b><i>NB: The Bidder must attach the documentation as per the *note below.</i></b></p> <p>These sub criteria will be scored as follows:</p> <ul style="list-style-type: none"> <li>• Truck(s) with a combined capacity of 8 tons and above = 30 points.</li> <li>• Truck(s) with a combined capacity of 5 – 7.9 tons = 20 points.</li> <li>• Truck with minimum capacity of 4 - 4.9 tons = 10 points.</li> <li>• No truck(s) with a minimum capacity of 4 tons = 0 points</li> </ul> <p><b>*NOTE:</b>  <b><i>Transport available to execute this project:</i></b>  <i>Availability of Bidder's transport (suitable <b>minimum 4-ton truck or higher capacity</b>) accompanied by proof of ownership/lease:</i> <ul style="list-style-type: none"> <li>• <b><i>If Bidder is owner of the vehicle/s:</i></b>  <i>The Bidder's asset register/listing indicating the availability of such a truck and should be referenced to the vehicle license document/registration certificate verifying the ownership of the trucks in the Bidder's entity name or one/more of the director's names/(s) <b>must be provided</b> if the Bidder will utilize his/ her/its own transport and must indicate the type and size of transport to be utilized. Further, also attach picture(s) of the truck(s) matching with the truck(s) documents to be utilised in the bid documents.</i></li> </ul> </p>	30

Terms of reference for the appointment of a service provider to procure, supply, and deliver waste recycling stations, in order to support and promote recycling within the Gauteng municipalities

## Department of Environment

	<ul style="list-style-type: none"> <li><b>If leased/outsourced:</b> A Letter of Intent on the letterhead of the business supplying transport to the Bidder, signed by the representative/owner confirming the commitment to supply the outsourced transport and must indicate the type and size of transport, and where applicable, the total number of units to be outsourced. Further, attach the picture(s) of the truck(s) that will be leased/outsourced in the bid document.</li> </ul>	
<b>Maximum Score</b>		<b>100</b>
<b>Minimum Threshold</b> (Bidders scoring less than 70 points will not be considered for further evaluation.)		<b>70</b>

### 6.3 STAGE 3: PRICE AND SPECIFIC GOALS

#### 6.3.1 General

Will be evaluated and scored in terms of Regulations 4(1) and 4(2) of the Preferential Procurement Regulations, 2022, as follows:

AREAS	POINTS
Price	80
Specific goals	20

#### 6.3.2 Price Evaluation

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

Where:

$P_s$  = Points score for price

$P_t$  = Comparative price of tender under consideration

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

## Department of Environment

**6.3.3 Specific Goals Point Evaluation (Maximum 20 points):**

Specific goal points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:

<b>Specific goals (Historical disadvantaged individuals)</b>	<b>Number of points</b>
Black owned	<b>4</b>
Women owned	<b>3</b>
Owned by People with Disabilities	<b>5</b>
Owned by Youth	<b>3</b>
Owned by Military Vets	<b>5</b>

**Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)**

**7 DELIVERY POINTS**

**See Annexure 2**

**8. SUBMISSION OF BID PROPOSALS****8.1 GENERAL**

- A Bidder must deliver his/her/its proposals in a single package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows: **Gauteng Department of Environment, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg**
- The outside of the package is to show:
  - ✓ Name of Bidder
  - ✓ Description of Proposal
  - ✓ RFP Number
  - ✓ Closing date and Time



## **8.2 PROPOSAL PREPARATION INSTRUCTIONS**

In responding to the RFP, the Bidder accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the GDEnv, as necessary, to gain such understanding. The GDEnv reserves the right to disqualify any bidder who demonstrates less than such understanding as contained in this specification and to cancel the award if an award has been made. Such disqualification and /or cancellation shall be at no fault or liability whatsoever to the GDEnv. Questions concerning this RFP must be submitted in writing to the officials listed in the Enquiries Section.

## **9. DELIVERY TIME FRAMES**

It will also be expected from the Service Provider to procure, supply, and deliver the waste recycling stations within the prescribed timeframe by the Department below:

9.1 Within 2 weeks of appointment of the Service Provider.

## **10. PROJECT MANAGEMENT ARRANGEMENTS**

10.1 The Service Provider will report directly to GDEnv and provide signed delivery notes to the GDEnv Head Office at 56 Eloff Street, Umnotho House, Johannesburg.

10.2 All other deliverables will be delivered to the facilities indicated in **Paragraph 7, Annexure 2**

## **11. CONTRACTUAL ARRANGEMENTS**

This terms of reference and the bidder's bid proposal will constitute an agreement between the GDEnv and the successful bidder. However, it will be expected for the service provider to sign a Service Level Agreement (SLA) with the GDEnv and the SLA will include the 12 months of maintenance and repairs. Maintenance and repairs will include providing technical support, replacing dysfunctional parts, and servicing the equipment for a period of 12 months after the equipment has been delivered to the GDEnv Beneficiaries and accepted as per the set specifications.

## **12. FINANCIAL MANAGEMENT**

No up-front payments will be made. GDEnv will pay for satisfactory completion of work, according to the specifications, within 30 days of receiving an invoice.

### **13. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder/s in this regard, if required.

### **14. APPOINTMENT OF SERVICE PROVIDER**

The GDEnv reserves the right to appoint one bidder as the service provider. All bidders are expected to provide the total bid amount including:

14.1 Costs for all items;

14.2 Costs for transportation of equipment to different beneficiaries; and

14.3 Payment for services required as indicated in the Terms of Reference and Specifications.

### **15. BRIEFING SESSION**

A compulsory tender briefing session will be held to illustrate to prospective bidders the requirements and allow the opportunity for questions. **Attendance is compulsory. Bidders that do not attend the compulsory briefing session will be disqualified.**

**The briefing session will be held on the 05 December 2025 at 56 Eloff Street Umnotho House Auditorium starting at 10 o'clock.**

### **16. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

16.1 In order for GDEnv to consider the Bidder's response to the RFQ to become a service provider of GDEnv, it will be necessary for GDEnv to process certain personal information which the Bidder may share with GDEnv, for the purpose of the response to RFQ, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

16.2 GDEnv will process the Bidder's Personal Information in accordance with GDEnv's applicable policies and manuals.

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Department of Environment

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**16.3 Access to Bidder's Personal Information and Purpose Specification** - Personal

Information will be processed by GDEnv for purposes of assessing the Bidder's submission in relation to the RFQ, i.e., the purposes of assessing current services/goods required by GDEnv. GDEnv may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDEnv's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

**16.4 Consent** - By its mere submission of the quotation and associated documents, the Bidder

agrees and voluntarily consents to GDEnv's processing of the Bidder's Personal Information for the purposes of evaluating its RFQ submission, including to confirm and verify any information provided in the submission and Bidder gives GDEnv permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to GDEnv and the Bidder agrees that the Personal Information may be disclosed by GDEnv to third parties, including GDEnv's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraw its consent at any stage, GDEnv may be unable to process Bidder's RFQ.

**17. ENQUIRIES**

All inquiries must be made in writing and must reach the officials listed below 5 working days prior to the closing date and time of this tender publication.

**Supply Chain Management related questions may be directed to:**

Ms. Olga Ramulumisi

Supply Chain Management Directorate

Email: olga.ramulumisi@gauteng.gov.za

**Technical questions may be directed to:**

Mr. Emmanuel Mukondeleli Takalani

Pollution and Waste Management Directorate

E-mail: Emmanuel.Takalani@gauteng.gov.za.

Terms of reference for the appointment of a service provider to procure, supply, and deliver waste recycling stations, in order to support and promote recycling within the Gauteng municipalities

**18. PRICE SCHEDULE IS IN SECTION 2 OF THE TENDER PACK****See Annexure 3**

***NB: Bidders must provide a total bid price including detailed price for each item, delivery cost, estimated 12 months maintenance and repairs cost. Prices must be inclusive of VAT.***



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

***The latest financial statements for the last two years are required (except if it is a new or a dormant entity)***

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



**GAUTENG**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &  
ANTI CORRUPTION**

# INTEGRITY PACT FOR BUSINESSES



**GAUTENG**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA



## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

### **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

### **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

### **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

### **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

### **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



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## 6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
  - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
  - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended





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intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
  - Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
  - Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
  - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
  - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
  - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## 10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
  - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
  - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
  - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
  - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
  - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



## 11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## 12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

**Annexure A****GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT  
July 2010****NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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



- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections, tests and analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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



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

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

Js General Conditions of Contract (revised July 2010)