

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal				Page 1 of 3				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- 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.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, 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 RFP 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 RFP Pack consists of two parts namely, 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 at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

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SUPPLIER INFORMATION					
COMPANY NAME					
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:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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Tender documents can be obtained from <http://www.treasury.gpg.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	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000

*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

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1. The RFP (Request for Proposal) 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 RFP 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 RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP 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 forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price 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 RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (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 RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP 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 Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification 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 RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (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.
 - (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 RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP 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



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Instructions to Bidders

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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 (refer to RFP 05 in this regard), 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 (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP 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.
24. In cases where the relevant Department or Institution advertising this RFP 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 RFP 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 RFP 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. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
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 RFP) – 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.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * Delete whichever is not applicable.

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y				N		
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y				N		
If no, furnish reasons for non-submission of such proof							

10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y				N		
If YES, furnish particulars							

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y				N		
If so, furnish particulars							

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y				N		
If so, furnish particulars							



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

**Bid Commitment and
Declaration of Interest**

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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



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 PROVINCIAL TREASURY
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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be eliminated from further evaluation

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1), Pricing and B-BBEE (Stage 2) be placed in two separate sealed envelopes marked:

- Stage One–

- Stage Two–

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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	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 supplier)
- 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 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



GAUTENG PROVINCE

OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**APPOINTMENT OF A CREDIBLE AND ACCREDITED BIDDER TO CONDUCT THE
LIFESTYLE AUDITS FOR TWENTY-SIX (26) GAUTENG PROVINCIAL GOVERNMENT
SENIOR MANAGEMENT OFFICIALS FOR A PERIOD OF 12 MONTHS**

**GAUTENG ETHICS &
ANTI CORRUPTION**

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ACRONYMS

ACFE	ASSOCIATION OF CERTIFIED FRAUD EXAMINERS
B-BBEE	BROAD-BASED BLACK ECONOMIC EMPOWERMENT
CEO	CHIEF EXECUTIVE OFFICER
CFP	CERTIFIED FINANCIAL PLANNER
EME	EXEMPTED MICRO ENTERPRISE
<u>eNatis</u>	electronic NATIONAL TRAFFIC INFORMATION SYSTEM
FP(SA)	FIDUCIARY PRACTITIONER OF SOUTH AFRICA
GPG	GAUTENG PROVINCIAL GOVERNMENT
HOD	HEAD OF DEPARTMENT
IRMSA	THE INSTITUTE OF RISK MANAGEMENT SOUTH AFRICA
ICFP	INSTITUTE OF COMMERCIAL FORENSIC PRACTITIONERS
IIA	THE INSTITUTE OF INTERNAL AUDITORS
OoP	OFFICE OF THE PREMIER
PPPFA	PREERENTIAL PROCUREMENT POLICY FRAMEWORK ACT
QSE	QUALIFYING SMALL ENTERPRISE
RFP	REQUEST FOR PROPOSAL
SLA	SERVICE LEVEL AGREEMENT

1. INVITATION

The bidders with relevant and appropriate skills and experience are invited to submit proposals to the Office of the Premier to conduct the lifestyle audits for fourteen (14) Gauteng Heads of Department and twelve (12) Chief Executive Officers of Gauteng Entities for a period of twelve (12) months.

2. BACKGROUND

The Minister for the Public Service and Administration, Mr Senzo Mchunu, approved the Guide to implement Lifestyle Audits in the Public Service, which, from 1 April 2021, makes it compulsory for National, and Provincial Departments as well as Government Components to conduct lifestyle audits.

The Premier of Gauteng, Mr David Makhura indicated during the 2019 and 2020 State of the Province Addresses that there is a need for lifestyle audits of public office bearers and government officials. The Premier further stated that the Executive Council is ready for the nationally driven process of lifestyle audits. This is part of ensuring clean and open governance in the Gauteng City Region. Hence, the Gauteng Provincial Government is prioritising the tightening of ethical governance in government.

It is important to the GPG that the residents of the province feel that they have leaders they can trust, especially in light of allegations related to the supply chain management process of the Personal Protective Equipment for COVID-19 related to the Gauteng Provincial Government departments and allegations of corruption in the public service. More so, GPG seeks to set a new standard for anti-corruption. Furthermore, to ensure the integrity of the those entrusted with the implementation of the policy imperatives above, lifestyle audits process for Members of the Executive Council is currently conducted by the State Security Agency, and the Gauteng Provincial Government has decided to conduct the lifestyle audits for the Heads of all fourteen (14) Gauteng Provincial Departments and Chief Executive Officers (CEOs) for all twelve (12) Gauteng Entities. The Office of the Premier has decided to request credible and accredited bidders to submit their proposals for lifestyle audits.

The Office of the Premier seeks to procure the services of a credible and accredited bidder to conduct the lifestyle audits for the Heads of all 14 Gauteng Departments and Chief Executive Officers (CEOs) for all 12 Gauteng Entities.

3. THE SCOPE

The Gauteng Office of the Premier is inviting proposals from suitably qualified bidders who will conduct the lifestyle audits for the Heads of Gauteng Provincial Government Department and Chief Executive Officers (CEOs) for Gauteng Entities for the period on twelve (12) months.

The appointed bidder will be expected, amongst others, to consider the following:

- Whether the Head of Department (HoD) or Chief Executive Officer (CEO) of the Entity received any income other than the individual's salary and whether any income could cause a possible conflict in the role of the HoD or CEO or the performance of his/her duties;
- Where applicable that such sources of income have been declared or approved as required;
- To ensure the integrity of the Heads of Department and CEOs of Entities, and confirm that no one is using their position on the Senior Management level to enrich themselves;
- Consent to be obtained from the HoDs and CEOs on the basis to avoid issues of illegally obtained lifestyle audits; and
- The appointed service provider must ensure that people's rights are protected, the following principles of professional conduct are to be maintained when lifestyle audits are conducted:
 - Confidentiality
 - Fairness
 - Independence
 - Due care
 - Professionalism

4. Qualifications Skills and Experience Required

The Terms of Reference (ToR) require the bidder with a team that hold experience and qualification in Project Management/Forensic Investigation/Auditing/Lifestyle Audits/Relevant qualification. The bidder must indicate what experience and capacity they have, to deliver the services required by OoP. The bidder must provide a skilled and experienced team with the necessary equipment to perform the lifestyle audit service to this effect, CVs must be submitted by the project manager and team members.

Project Manager must have a qualification in Forensic Investigation/Auditing/Project Management/Public management/Governance/Risk management/Public Management/Relevant qualification and proof must be attached to the proposal as proof. Functionality points will be forfeited should proof not be attached.

Team members must have a qualification in Forensic Investigation/Auditing/ Lifestyle Audits/ Relevant qualification and copies of certified certificates must be attached to the proposal as proof. Functionality points will be forfeited should proof not be attached.

The bidder is required to provide proof that they have conducted/performed similar project, accompanied by correspondence from three (3) references that such project was executed

as well as their contactable references. Failure to submit correspondence from references will lead to scoring minimum points allocated in this category.

A detailed CV's to be attached on the technical proposal as proof. Bidder will forfeit functionality points should proof not be attached.

Table 1: Table: Qualifications and Experience required

Role	Qualifications	Experience	Professional Bodies
Project Manager	A minimum Postgraduate/ NQF level 8 qualification in any of the following fields: • Forensic Investigation • Auditing • Project Management • Public management • Governance • Risk management • Public Management	Minimum five (5) years' experience in Forensic Investigation/ Auditing/Lifestyle Audits and proven experience in Project Management with POE as proof.	• Association of Certified Fraud Examiners (ACFE) • Institute for Commercial Forensic Professionals (ICFP) • The Institute of Internal Auditors (IIA) • The Institute of Risk Management South Africa (IRMSA)
Team members	A minimum of a Degree/ NQF 7 qualification in any of the following fields: • Forensic Investigation • Auditing • Lifestyle Audits • Risk Management	Minimum three (3) years' experience in Forensic Investigation/Auditing / Lifestyle Audits	• Association of Certified Fraud Examiners (ACFE) • Institute for Commercial Forensic Professionals (ICFP) • The Institute of Internal Auditors (IIA) • The Institute of Risk Management South Africa (IRMSA)

5. Project Plan / Methodology

- The bidder must indicate the methodology that will be used to execute the service or project.
- Project plan with final outputs
- Management of the project
- Source of information

6. Contract and Project Management

The contract for Lifestyle Audits will run for a period of twelve (12) months.

The successful bidder will be required to enter into a contract with the Office of the Premier to ensure the fulfilment of conducting Lifestyle Audits. The contract will include inter alia payment of the purchase order is linked to specified project.

The successful bidder will also be required to appoint a designated project manager who will liaise and consult with the OoP regarding the project over and above the master GPG SLA, the successful bidder will sign a service level agreement with the OoP.

The company's performance will be monitored and recorded, and non-performing company contract will be cancelled from the list of the appointed event management companies.

a. Monitoring and Evaluation of the Lifestyle Audits

All work is to be carried out in accordance with the time schedule as agreed with the Project Manager, within the agreed deliverable and terms and conditions of the signed contract.

Constant or regular monitoring and evaluation of performance and adherence to acceptable event management will be done by the Project Manager.

The performance of the successful bidder regarding the above shall be monitored over the period of the contract and repeated non-conformances may lead to re-evaluation of the contract.

The successful bidder will be monitored and evaluated utilising the results-based on management approach on five key elements to determine return on investment and SLA.

Monitoring, Evaluation and Reporting – A Service Level Agreement with the successful bidders will also monitor performance over and above service obligations.

7. Assignment Objectives

7.1. Objectives

The Office of the Premier seeks to appoint a credible and accredited bidder to conduct the lifestyle audits for the Heads of Departments and Chief Executive Officers of the Gauteng State Entities

The appointed bidder must ensure that the sources for determining an individual's lifestyle include, but not limited, to the following:

- Statement of assets and liabilities (begin and end);

- Tax returns:
 - Marital status, occupation of spouse, income and allowances;
 - Medical and dental expenditures, retirement annuity contributions;
 - PAYE, travelling expenses, donations made and received;
 - Details of assets bought and sold;
 - Shares bought and sold.
- Local banks per subpoena for bank statements;
- Johannesburg Stock Exchange and ZAR X for sales and purchase of shares;
- Master of the High Court for the Register for Trust Deeds;
- Deeds Office: title deeds and bond statements for property transactions;
- Companies and Intellectual Property Commission;
- Transferring attorneys for related costs;
- Motor vehicle licensing and registration department (eNatis);
- Municipal documents and Eskom for property and service costs;
- Investment portfolio statements;
- Short-term insurance policies;
- Life insurance policies;
- Wills;
- External data from informal channels such as newspapers, rich list, suspicious activity reports, social media;
- Audited financial statements or company files for private loans account balances;
- Original documents and vouchers for expenditures and for other assets accumulated;
- Passports for travel details and foreign currency purchased; and
- Reserve Bank for offshore investments made.

All the data obtained during the lifestyle audit of the Heads of Gauteng Provincial Government Departments and CEO's of the Gauteng State Entities should be handed over to the Office of the Premier for safekeeping.

7.2. Project Output

The appointed bidder is expected to conduct Lifestyle Audits for HoDs and CEOs within the period of 12 months and submit closing report that gives a reflection of all lifestyle audits conducted and recommendations emanating from these lifestyle audits. The specific outputs are as follows:

- Conduct Lifestyle Audits of GPG HoDs and CEO's of Gauteng State Entities and produce a report on the lifestyle audits conducted which will give a reflection of their lifestyles. The report should also contain recommendations.

8. STANDARD FORMAT OF TECHNICAL AND FINANCIAL PROPOSALS

8.1. The Proposal

The bidder must provide the following:

- Provide detailed methodology on how the lifestyle audits will be conducted demonstrating the ability to conduct lifestyle audits within stipulated timeframes and the audit tools to be utilised
- Provide project plan with milestones
- Activity-based detailed project plan linked to budget
- Activity-based budget in South African Currency including VAT, itemized billing.
- Proven experience or competence from bidder:
- include list of related projects undertaken and include contact people for references;
- Include 5 reference letters demonstrating the capability to conduct lifestyle audits
- Project Team and CV's: The CV's must show the following:
 - experience in conducting lifestyle audits for high profile people;
 - Security clearance or credible proof of handling confidential information;

9. INFORMATION TO BIDDER/S

9.1. Special conditions of the bid

- The successful bidder will be required to sign a standard contract with the Office of the Premier that will outline the terms and conditions of the contract.
- Proposal must include cost breakdown in the pricing schedule
- The Office of the Premier reserves the right either to award the bid in full or in part or not to award the bid.
- The contract to provide the services shall come into being when a service level agreement is signed by all parties.
- The Office of the Premier undertakes to pay out in full within thirty days (30) after, all valid claims for services rendered to its satisfaction upon presentation of a substantiated claim/invoice, according to the payment schedule agreed upon in the contract.
- Bidder/s are requested to provide clarity on concept document / methodology to approach the project and a detailed project plan

9.2. Intellectual Property Rights and Confidentiality

- The appointed bidder will be required to provide all the project documentation and recorded content Master Copy (unless otherwise agreed upon) as proof of evidence.
- The Office of the Premier will own the full rights of the information collected. All documents developed by the appointed bidder will be the property of the Gauteng Provincial Government. Following submission of completed work, (all collected

information, the report). The bidder is prohibited from utilizing the acquired information anywhere.

- All the information relating to this assignment will be confidential, and the successful bidder will be required to respect confidentiality of information.

10. PRICING SCHEDULE

The bidder shall provide detailed breakdown of costs should be proposed including costs of all services required

This is to be attached in section 2 of the RFP Bid Document (Tender Document).

11. GENERAL CONDITIONS

11.1. The RFP Pack

General conditions are stipulated in the various documents which make up the RFP Pack, which should be completed as required.

The end user: To ensure that the service supplied is of the required quality and that any non-conformances (even if only suspected) is reported to Gauteng Provincial Government (OoP) supply chain unit.

12. EVALUATION METHODOLOGY

GPG reserves the right to negotiate the terms and conditions of the contract with the successful bidder.

The evaluation for this bid will be carried out in two (2) stages:

- **Stage 1A:** Pre-qualification Criteria,
 1B: Administration Compliance,
 1C: Functionality Evaluation/Desktop criteria and
- **Stage 2:** Price and BBB-EE evaluation in compliance with PPPFA.

a) Stage 1A: Pre-qualification Criteria

The Gauteng Office of the Premier has decided to apply the pre-qualifying criteria to advance certain designated groups in accordance with PPPFA Regulations of 2017. To this end, OoP will apply Regulation 4(1) (a) or 4(1)(b), that is, a tenderer having a stipulated minimum BBEE status level of contributor or a bidder that is an EME or QSE.

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

“EME” means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act Or

“QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act.

The below table must be completed by the bidder by answering YES/NO where applicable and attach the required proof:

Table 2: Pre-qualification Criteria

Pre-qualification Criteria Regulation 4(1)a or 4(1)b	Comply: YES/NO
4(1)a Minimum BBBEE status level between 1 to 4 of contributor or	
4(1)b or EME or QSE	

A bidder is required to comply with either pre-qualification criteria 4(1)(a) or 4(1)(b), not both of them. A tender that fails to meet any pre-qualifying criteria stipulated in the above table is an unacceptable tender and will be disqualified from further evaluation.

In order to evaluate if the tenderer complies with Pre-qualification criteria in compliance with Preferential Procurement Policy Regulations of 2017, Criteria Stated in Table 2 above, bidders **must submit** the following supporting evidence:

Table 3: Supporting Documents for Pre-qualification Criteria

CATEGORY OF DESIGNATED GROUP	DOCUMENTS REQUIRED	BRIEF DESCRIPTION
- Minimum B-BBEE status level between 1 to 4 of contributor. - This is applicable to enterprises with an annual total revenue of over R50 million.	An original and valid BBEE Certificate or a certified copy of a BBEE Certificate. Certified copies should not be older than six months. Copies of a certified copy of BBEE Certificate will be acceptable.	BBBEE Certificate issued by a South African National Accredited System (SANAS) Verification Agency. Note: Validity of B-BBEE Status Level Contributor Certificates: Verification agencies accredited by SANAS i. These certificates are identifiable by a SANAS logo and a unique BVA number. ii. Confirmation of the validity of a B-BBEE Status Level Contributor Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php iii. The relevant BVA may be contacted to confirm whether such a certificate is valid. iv. As a minimum requirement, all valid B-BBEE Status Level Contributor or Certificates should have the following information detailed on the face of the certificate: - The name and physical location of the measured entity; - The registration number and, where applicable, the VAT number of the measured entity; - The date of issue and date of expiry; - The certificate number for identification and reference; - The scorecard that was used (for example QSE, Specialized or Generic); - The name and / or logo of the Verification Agency; - The SANAS logo; ➤ The certificate must be signed by the authorized person from the Verification Agency; and ➤ The B-BBEE Status Level of Contribution obtained by the measured entity.

	- JV or a consortium agreement (where applicable) - Consolidated BBEE Certificates (where applicable)	Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service providers must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated BBEE status level verification certificate.
EME or QSE	- A valid BBEE Certificate or a valid Sworn Affidavit. - Copies of certified copies of a sworn affidavit will not be accepted. - JV or a consortium agreement (where applicable) - Consolidated BBEE Certificates (where applicable)	An EME is required to submit a Valid Original Sworn Affidavit confirming its annual total revenue of R10 million or less, Level of Black Ownership and Level of B-BBEE Contributor. A template of an affidavit can be downloaded using the links provided. A QSE is required to submit a valid original Sworn Affidavit confirming its annual total revenue of between R10 million and R50 million, Level of Black Ownership and Level of B-BBEE Contributor. OR a valid original B-BBEE level Contributor Certificate or a valid certified copy of a B-BBEE level Contributor certificate must be submitted. A template of an affidavit can be downloaded using the link provided: http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf <u>BBEE Sworn Affidavits/Certificates issued by CIPC will be accepted.</u> Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972. A Sworn Affidavit must be in original format, signed and date-stamped by commissioner of oath and signed by deponent or a valid original B-BBEE level Contributor Certificate or a valid certified copy of a B-BBEE level Contributor certificate must be submitted.

		Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service providers must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party. A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a <u>consolidated</u> BBBEE status level verification certificate.
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Stage 1B: Administrative Compliance

During this stage bid documents will be reviewed to determine the compliance with SCM returnable documents and Company Profile; and

The bid proposal will be screened for compliance with administrative requirements as indicated below

Table 3: Table: Mandatory documents for Administrative Evaluation Compliance

No	Administrative Requirements	Check/Compliance	YES/NO
1	SBD 1 – Invitation to bid	Completed and signed	
2	SBD 4 – Declaration of interest	Completed and signed	
3	SBD 8 - Declaration of Bidder's Past Supply Chain Management Practices	Completed and signed	
4	SBD 9 - Certificate of independent Bid Determination	Completed and signed	

Failure to submit the above stated documents will lead to the bidder being non-responsive and will be disqualified.

Table 4: Other required documents (non-disqualifying)

No	Documents that must be submitted	Failure to submit below listed documents will not lead to the bidder being disqualified.
1	Company Registration Documents	Certificates obtainable from Companies and Intellectual Property Commission (CIPC);
2	Personal Identification number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of service provider.
3	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
4	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on BBEE
5	Company Profile	Provided the company profile

Failure to submit the above stated documents will not lead to disqualification, however, the bidder will forfeit points for BBEE if they fail to submit BBEE Certificate

FUNCTIONALITY/DESKTOP EVALUATION

- Only bid proposals that meets pre-qualification and admin compliance criterion will qualify/are eligible for evaluation on functionality criteria.
- The minimum qualifying score for functionality evaluation is 70 points out of 100.

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points as follows:

Bidders are requested to include with the tender documents all the information requested below:

Functionality evaluation will be based on the following criteria:

#	CRITERION	REQUIREMENTS	POINTS ALLOCATED	TOTAL POINTS
1.	COMPANY EXPERIENCE	Demonstrate the company's experience in conducting lifestyle audit / or similar experience with number of completed projects with original reference letters in a company letterhead, signed, dated, stamped that contact person and contact number and appointment letters for each project		25
		- 5 and more letters of award and/or signed PO and a Reference Letter	25	
		- 4 Letters of award and/or signed PO and a Reference Letter	20	
		- 3 Letters of award and/or signed PO and a Reference Letter.	15	
		- 2 to 1 Letters of award and/or signed PO and a Reference Letter.	10	
		No letters of award and /or signed PO and a Reference Letter	0	
NOTE: Bidder to attach 5 letters of reference from clients of similar projects done previously. Reference letters should have the following information: Name, contact numbers and E-mail Addresses for each client that has been included in the proposal as a reference. The reference letter must be in a company letterhead, signed, dated, stamped and should indicate the project details				
2.	PROFESSIONAL TEAM-SET EXPERTISE	Submission of relevant qualifications will indicate that the tenderer is suitably equipped with the skills and capacity necessary to complete the scope of work required. Bidders must submit CV's, Certified		

		Copies of Qualifications, and proof of registration with relevant professional bodies. Certified copies should not be dated longer than 6 months. Capability of team to provide support to government departmental Lifestyle Audit (provide CVs) of allocated resources		
		2.1. PROJECT LEADER QUALIFICATION		15
		A minimum Postgraduate/ NQF level 8 qualification in any of the following fields: (15) • Forensic Investigation • Auditing • Project Management • Public management • Governance • Risk management • Public Management	15	

		NQF level 7 Qualification / Degree in any of the following fields: (10) • Forensic Investigation • Auditing • Project Management • Public management • Governance • Risk management • Public Management	10	
		No qualification provided (0)	0	
		2.2. PROJECT LEADER EXPERIENCE Project Leader to have proven experience in Project Management. Provide a detailed CV outlining projects that have been implemented successfully and/or a Portfolio of Evidence (POE) in implementing successful Projects in conducting Lifestyle Audit or in relevant fields (Forensic Investigation/Audit/ or equivalent, Project Management/ Public management, Governance, Risk management, Public Management).		5
		Lead role in conducting Lifestyle Audit where he or she was a Project Manager for four (4) to five (5) projects	5	
		Lead role in conducting Lifestyle Audit where he or she was a Project Manager for three (3) projects	3	
		Lead role in conducting Lifestyle Audit where he or she was a Project Manager for one (1) to (2) projects	2	
		Project Manager has no experience in managing Lifestyle Audit	0	
		2.3. Team Member Qualification:		5

		A minimum of a Degree/ NQF 7 qualification in any of the following fields: •Forensic Investigation •Auditing •Lifestyle Audits •Risk Management	5	
		No qualification provided (0)	0	
		1.4 Team Member Experience: Bidder must submit detailed CVs of all Team Members outlining experience in Ethics Management Maturity Assessment or any related work. CV outlining projects that members have been part of with specific roles/responsibility in the project in relevant fields.		15

		Three (3) years' experience in conducting Forensic Investigation (3)	3	
		Less than three (3) years' experience in conducting Forensic Investigation (0)	0	
		Three (3) years' experience in dealing with projects/work related to Auditing (3)	3	
		Less than three (3) years' experience in dealing with projects/work related to Audit (0)	0	
		Three (3) years' experience in dealing with projects/work related to Lifestyle Audit (3)	3	
		Less than three (3) years' experience in dealing with projects/work related to Lifestyle Audits (0)	0	
		Three (3) years' experience in dealing with projects/work related to Audit/Risk Management	3	
		Less than three (3) years' experience in dealing with projects/work related to Audit/Risk Management	0	
		Three (3) years' experience in dealing with projects/work related to Public Management/Governance	3	
		Less than three (3) years' experience in dealing with projects/work related to Public Management/Governance	0	
NOTE: Bidder/s to attach a detailed CV's, certified copies of qualifications, years of experience clearly indicate the role of a professional resources being put forward in the bid				
3.	TEAM MEMBER PROFESSIONAL REGISTRATION	The maximum points can be obtained for registration with Professional Bodies. NOTE: If one individual possesses more than one of the specified professional registrations, then maximum points in each category will be awarded.		5
		Proof of registration with the Association of Certified Fraud Examiners (ACFE)	2	
		Proof of registration with the Institute for Commercial Forensic Professionals (ICFP)	1	
		Proof of registration with The Institute of Internal Auditors (IIA)/)	1	

		Proof of registration with The Institute of Risk Management South Africa (IRMSA)	1	
		Member and not in good standing/ Not a member/ Student membership does not apply (0 point)	0	
NB: The memberships will also be confirmed by the Office of the Premier: SCM with the ACFE, ICFP or IIA				
4. PROJECT PROPOSAL		Bidder/s to provide a detailed project proposal which will include the below requirements of conducting Lifestyle Audit		30
		4.1. <u>Project approach and/or methodology (total 30 points):</u> Detailed methodology which is aligned to the scope of work. It must include a detailed project plan that demonstrates the project life cycle which is aligned to the scope of work. - The Project Plan must include Budget breakdown. - Detailed and executable project plan demonstrating understanding of the required methodology including how the project will be executed with specific deliverables Timeframes in a Gantt Chart demonstrating ability to deliver within 12 Months 12		

PLANNING TIME MANAGEMENT	Define activities that will need to be undertaken to complete the Lifestyle Audit within the period of twelve (12) months	2	
	Activities must be sequenced in chronological order	2	
	Duration of each activity is clearly labelled including start and finish dates for each activity	2	
	Develop a Gantt Chart using the above defined activities and their milestones	4	
	Each and every activity is costed, and this is added to show the cost of each milestone	2	
	Durations where the critical path is clearly indicated	2	
	Briefly describe techniques to be used to get the project back on schedule in case of activity delays	2	
PLANNING STAKEHOLDER ENGAGEMENT	Develop a stakeholder engagement plan for the project	4	
	No information provided	0	
PLANNING COMMUNICATION MANAGEMENT	COMMUNICATION PLAN		
	Indicate how project progress will be communicated and intervals	3	
	Develop a communication plan for this project	5	
	No information provided	0	
PLANNING RISK MANAGEMENT	DEVELOP A RISK REGISTER WHICH IS ALIGNED TO THE PROJECT WITH CLEARLY DEFINED RISKS		
	Indicate mitigation plan for each risk identified	1	
	Assign risk owner to each risk	1	
	No information provided	0	
Total Points: Functionality Evaluation Criteria 100			
Minimum Threshold: Functionality Evaluation Criteria 70			

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified

Stage 2: Price

The contract will be awarded in terms of the Preferential Procurement Regulations Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of a (80/20) preference point system in terms of which points are awarded to bidders based on:

All prices should be inclusive of VAT. No variation of contract price or scope creep will be permitted, and price proposals should be fully inclusive to deliver the outputs indicated in these terms of reference.

Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table below:

Area	Points
Price	80
BBBEE	20
TOTAL	100

The following table will be used to calculate the score out of 20 points for BBBEE:

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

The Office of the Premier reserves the right to accept or reject any proposal or parts thereof in accordance with PPPR of 2017. The Office of the Premier further reserves the right not to appoint any of the service providers who submitted tender proposals.

In order to allocate the points above, the bidder must submit proof of its B-BBEE Status level of contributor issued by a BBBEE Verification Agency accredited by SANAS.

13. PROPOSAL SUBMISSIONS

The service provider must submit one Original proposal, one copy, one softcopy in a CD/ USB and must be in a sealed envelope marked “The appointment of a service provider to conduct Lifestyle Audits”

All bids / tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

Bids / tenders must be deposited in the Tender Box on or before the closing date and time. Bid submitted after the closing date and time will not be accepted.

Bids / tenders submitted by email and/or facsimile will not be accepted.

Enquiries

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to Mr Mosses Rafundisani: funanani.rafundisani@gauteng.gov.za- Tel:011 689-8759

Technical/Content enquiries: Content-related enquiries should be directed to: Dr Unathi Mphendu unathi.mphendu@gauteng.gov.za- Tel no.071 640 3075 and

Mr Bongani Mabena bongani.mabena@gauteng.gov.za – Tel no. 060 890 9277



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

SUPPLIERS ARE REQUIRED TO PROVIDE THEIR REGISTERED CENTRAL SUPPLIER DATABASE (CSD) NUMBER _____

For confirmation of your supplier number and/or any assistance please call the GPT Call Centre on **0860 011 000**.

Registered Suppliers to ensure that all details completed below are CURRENT.

MANDATORY SUPPLIER DETAILS			
GPT Supplier number			
Company name (Legal & Trade as)			
Company registration No.			
Tax Number			
VAT number (If applicable)			
COIDA certificate No.			
UIF reference No.			
Street Address		Postal Address	
CONTACT DETAILS			
Contact Person		Telephone Number	
Fax Number		Cell Number	
e-mail address		Principal's Id number	
BANKING DETAILS (in the name of the Company)			
Bank Name		Branch Code	
Account Number		Type of Account	

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

Name(s) & Signature(s) of Bidder(s)

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



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 with the tender document. 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 attached.
- 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 than 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.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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
- 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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)