 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		<b>INVITATION TO BID</b>			<b>Page 1 of 4</b>					
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>			<b>TIME</b>		
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>		<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>				
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

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

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

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

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

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

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



**GAUTENG PROVINCE**  
COMMUNITY SAFETY  
REPUBLIC OF SOUTH AFRICA

# SUPPLY CHAIN MANAGEMENT

## PROTECTION OF PERSONAL INFORMATION ACT

**Page: 1 of 2**

### PERSONAL INFORMATION PROCESSING FORM

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this bid.

2. For purposes contemplated in paragraph 1, the **Gauteng Department of Community Safety (Department)**, hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.

3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, \_\_\_\_\_ (**INSERT FULL NAME AND SURNAME**) with Identity Number \_\_\_\_\_, in my personal capacity or acting on behalf of \_\_\_\_\_ (**Registration Number: \_\_\_\_\_ (Company), confirm that:**

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.

5. My or \_\_\_\_\_'s (**INSERT COMPANY'S NAME**) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);

6. Any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (RSA), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;

7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and

**RETURNABLE ATTACHMENT**



**GAUTENG PROVINCE**  
COMMUNITY SAFETY  
REPUBLIC OF SOUTH AFRICA

# SUPPLY CHAIN MANAGEMENT

## PROTECTION OF PERSONAL INFORMATION ACT

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8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

### Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. To comply with all privacy laws **(including the Protection of Personal Information Act 4 of 2013, as amended, (POPIA))** applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ **Ensure the lawful processing of Personal Information;**
- ✓ **Secure the integrity and confidentiality of such Personal Information;**
- ✓ **Provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;**
- ✓ **Mitigate against any unlawful, data breach or unauthorised access to Personal Information;**
- ✓ **Identify any or potential risks related to data breaches or contravention with privacy laws;**
- ✓ **Apply the acceptable information security practices and procedures.**

11. To indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

**Signed by:** \_\_\_\_\_

**ID Number:** \_\_\_\_\_

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

**Designation:** \_\_\_\_\_

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

**RETURNABLE ATTACHMENT**



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

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

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

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

## COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

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

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

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

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

I, THE UNDERSIGNED (NAME)

--


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

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

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

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?


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

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

Full Name	Identity Number	Name of State Institution

---

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

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

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

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

2.2.1 If so, furnish particulars:

--

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

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

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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



SBD 5

This document must be signed and submitted together with your bid

## THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

### 1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.  
or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

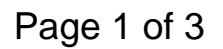
Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....  
.....

Signature..... Name (in print).....

Date.....





## Page 2 of 3

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

[illegible]

2024/11



# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

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

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

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

#### Comments to include:

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

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

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



## **TERMS OF REFERENCE**

### **LEASING OF TWO (2) HELICOPTER SERVICES TO GAUTENG DEPARTMENT OF COMMUNITY SAFETY FOR A PERIOD OF THIRTY-SIX (36) MONTHS**



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**ABBREVIATIONS**

<b>ATNS</b>	Air Traffic and Navigation Services
<b>AME(s)</b>	Aircraft Maintenance Engineers
<b>AMO</b>	Approved Maintenance Organisation
<b>ATPL(H)</b>	Airline Transport Pilot licence (Helicopter)
<b>AOC</b>	Air Operating Certificate
<b>CV</b>	Curriculum Vitae
<b>CPL(H)</b>	Commercial Pilot Licence (Helicopter)
<b>CAR(s)</b>	Civil Aviation Regulations
<b>CATS</b>	Civil Aviation Technical Standards
<b>CIPC</b>	Companies and Intellectual Property Commission
<b>CSD</b>	Central Supplier Database
<b>DTIC</b>	Department of Trade, Industry and Competition
<b>EME</b>	Emerging Micro Enterprise
<b>GDCS</b>	Gauteng Department of Community Safety
<b>HSS</b>	Helicopter Surveillance Services
<b>IFR</b>	Instrument Flight Rules
<b>MA</b>	Maintenance Agreement
<b>MEL</b>	Minimum Equipment List
<b>MIL-STD</b>	Military Standards
<b>PPC</b>	Pilot Proficiency Check
<b>PPE</b>	Personal Protective Equipment
<b>QSE</b>	Qualifying Small Enterprise
<b>RTCA-DO</b>	Radio Technical Commission for Aeronautics-Document Order
<b>SACAA</b>	South African Civil Aviation Authority
<b>SBD</b>	Standard Bidding Document
<b>SLA</b>	Service Level Agreement
<b>SARS</b>	South African Revenue Service
<b>SOP</b>	Standard Operating Procedure
<b>TOR</b>	Terms of Reference
<b>VFR</b>	Visual Flight Rules

## 1. INTRODUCTION AND BACKGROUND

The Gauteng Department of Community Safety is responsible for ensuring the safety and security of the residents of Gauteng Province. To effectively fulfil this mandate, the Department requires reliable and efficient helicopter services to support its various operational needs. These needs include, but are not limited to:

- **Law Enforcement:** Aerial patrols, surveillance, pursuit of suspects, crime scene management, and support for ground-forces.
- **Other Related Services:** Any other duties as directed by the Department, which may include aerial observation, traffic monitoring, and support for other government agencies.

## 2. AIM

The purpose of this project is to procure the services of a qualified and accredited service provider registered with the South African Civil Aviation Authority (SACAA) to furnish the Gauteng Department of Community Safety with helicopter services for a period of thirty-six (36) months, supporting the Department's diverse operational needs, including law enforcement, and other related services.

## 3. OBJECTIVES

The primary objective of the project is for a service provider registered and accredited with the South African Civil Aviation Authority to provide:

- The leasing of **two (2) helicopter services** to enhance the Gauteng Department of Community Safety's capacity to assist and effectively support other law enforcement agencies in their efforts to combat crime.
- The helicopter services that will enable the Gauteng Department of Community Safety to effectively address crime and other operational services as directed by the Department.

## 4. ACTS AND REGULATIONS

**This bid and all contracts emanating there from will be subject to the following acts and regulations as amended where applicable:**

- a) Air Services Licensing Act, 1990 (Act No 115 of 1990)
- b) Air Traffic and Navigation Services act No. 45 of 1993
- c) Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) as amended
- d) Broad-Based Black Economic Empowerment (B-BBEE) Act, 2003
- e) Civil Aviation Act No. 13 of 2009
- f) Convention on International Interests in Mobile Equipment Act No. 4 of 2007
- g) Competition Act, 1998 (Act No. 89 of 1998)
- h) Criminal Procedure Act 51 of 1977
- i) Firearm Control Act 60 of 2000
- j) Justices of the Peace and Commissioners of Oaths Act 1963 (Act No.16 of 1963)
- k) Labour Relations Act,1995 (Act No. 66 of 1995) as amended
- l) National Road Traffic Act 93 of 1996
- m) Open Tender Framework of 2023
- n) Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
- o) Public Finance Management Act, 1999 (Act No.1 of 1999)
- p) Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- q) Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- r) Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- s) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- t) Preferential Procurement Regulations, 2022
- u) Skills Development Act, 1988 (Act No. 97 of 1988)
- v) Treasury Regulations issued in terms of the Public Finance Management Act, 1999
- w) The Constitution of the Republic of South Africa, Section 217 of 1996

## 5. DETAILED SCOPE REQUIREMENT

- a) The successful service provider shall supply **two (2) helicopters**, each with a minimum monthly allocation of sixty (60) flight hours for the duration of the thirty-six (36) month contract period.
- b) A thermal imaging camera must be installed on one (1) helicopter within 30 days of the Service Level Agreement (SLA) execution. **Refer to the detailed thermal imaging camera specification below.**
- c) The 2 helicopters must be fully branded with the Gauteng Department of Community Safety Traffic Management unit colours within 30 days after the signing of the Service Level Agreement (SLA). **Refer to the detailed helicopter branding specification below.**
- d) **The Helicopters must:**
  - i. be a six (6) seater: one pilot plus five passengers comprising of GDCS officials and traffic wardens.
  - ii. Be configured in accordance with the Department's specifications regarding seating arrangements, design aesthetics, equipment provision, and material selection.
  - iii. Provide separate spacious Cargo Compartment while maintain safe, smooth and reliable flying performance.
  - iv. Be capable of operating 24 hours per day, 7 days per week including public holidays.
  - v. Be able to extract and provide digital flight reports after flight.
- e) **The Service Provider must:**
  - i. Provide a copy of the aircraft flight manual approval page.
  - ii. Provide Release to Service of aircraft (helicopter service/maintenance history).
  - iii. Provide a copy of the Minimum Equipment List approval page.
  - iv. Provide a copy of the Safety Management System approval page.

### 5.1 Helicopters Specification

FEATURE	DESCRIPTION
<b>Operational Features</b>	<ul style="list-style-type: none"> <li>a) At least one (1) sliding door to open during flight, enhancing visibility and facilitating suspect identification. (Compulsory)</li> <li>b) Forward facing seats - for policing purposes, ensuring all crew members are able to look forward and maintain situational awareness while carrying firearms.</li> <li>c) Flat floor to prevent crew members tripping and sustaining injuries with rapid exiting. (Compulsory)</li> <li>d) Flat floor so cargo can also be easily loaded and off-loaded on the floor.</li> <li>e) Foldable/ removable rear seats to allow stretchers to be loaded easily in emergency situations</li> </ul>
<b>Performance Requirements</b>	<ul style="list-style-type: none"> <li>a) Minimum Cruise Speed 130 KTS / 240 km/h</li> <li>b) Minimum Rate of Climb 1,350 ft/min</li> <li>c) Minimum Range (no reserve) 624 km</li> <li>d) Minimum Hover I.G.E 10 000 ft</li> </ul>
<b>Capacity and Payload</b>	<ul style="list-style-type: none"> <li>a) Passenger Capacity: 6 seats (one pilot plus five passengers)</li> <li>b) Minimum Range: 624 km</li> <li>c) Maximum Take Off Weight 2000 - 3000 kg</li> <li>d) Fuel Capacity with a minimum of 450L</li> <li>e) External Load with a minimum of 1200 kg</li> </ul>
<b>Dimensions</b>	<ul style="list-style-type: none"> <li>a) Overall Length with a minimum of 12.61 m</li> <li>b) Fuselage Length with a minimum 10.17 m</li> <li>c) Main Rotor Diameter with a minimum of 10.67m</li> <li>d) Tail Rotor Diameter with a minimum of 1.65m</li> </ul>

## 5.2 Law Enforcement Thermal Imaging Camera Specification

FEATURE	DESCRIPTION
<b>Advanced Sensors</b>	<ul style="list-style-type: none"> <li>➤ Payload options: IR (thermal), HDTV, Laser Range Finder (LRF), Laser Pointer (LP), Laser Illuminator (LI), Auto Tracking (A/T), IMU/GPS</li> <li>➤ Continuous optical zoom on all imaging channels</li> <li>➤ Choice of Mercury Cadmium Telluride (MCT) or Indium Antimonide thermal imagers (InSb)</li> <li>➤ Open, upgradeable architecture for future sensor integration</li> </ul>
<b>Embedded Image Processing</b>	<ul style="list-style-type: none"> <li>➤ Moving Target Detection (MTI)</li> <li>➤ Digital HD image processing directly inside the gimbal</li> <li>➤ No additional electronics unit required</li> </ul>
<b>Stabilization</b>	<ul style="list-style-type: none"> <li>➤ 4-axis active gyro stabilization with 6-axis passive isolation for superior image steadiness</li> </ul>
<b>Integrated IMU-INS</b>	<ul style="list-style-type: none"> <li>➤ Enables GEO Location &amp; Geo Hold for seamless mapping integration</li> </ul>
<b>Compact Design</b>	<ul style="list-style-type: none"> <li>➤ Single Line Replaceable Unit (LRU), no junction box required</li> </ul>
<b>Environmental Standards</b>	<ul style="list-style-type: none"> <li>➤ RTCA DO-160, MIL-STD 461, MIL-STD 810 compliance for extreme conditions</li> </ul>
<b>Tracking Modes</b>	<ul style="list-style-type: none"> <li>➤ Object &amp; Scene Tracking</li> </ul>
<b>Image Enhancements</b>	<ul style="list-style-type: none"> <li>➤ Digital Contrast Enhancement</li> <li>➤ Local Area Contrast Processing</li> <li>➤ Edge Sharpening</li> <li>➤ Image Noise Reduction</li> </ul>
<b>Display</b>	<ul style="list-style-type: none"> <li>➤ Picture-in-Picture / Split Screen mode</li> <li>➤ 4 x Electronic Continuous Zoom</li> </ul>
<b>Graphical On-Screen Display for intuitive operation</b>	<ul style="list-style-type: none"> <li>➤ The camera must have Graphical On-Screen Display for intuitive operations</li> </ul>
<b>Gimbal</b>	<ul style="list-style-type: none"> <li>➤ Weight: ~20kg (44lb)</li> <li>➤ Diameter: 300mm (11.8")</li> <li>➤ Azimuth: Continuous 360°</li> <li>➤ Elevation: +20° to -120° (with +90° Stow Position)</li> <li>➤ Stabilization: 4-axis active gyro with 6-axis passive isolation</li> </ul>
<b>Thermal Imager</b>	<ul style="list-style-type: none"> <li>➤ Type: 3-5 <math>\mu</math>m MWIR array</li> <li>➤ Resolution: 640x512 (1280x720 optional)</li> <li>➤ Field of View: 30° to 1.28° (HD Option: 40° to 2.4°) with continuous zoom</li> <li>➤ Sensor Type: Cooled</li> </ul>
<b>Colour HDTV</b>	<ul style="list-style-type: none"> <li>➤ Type: HD CMOS Global Shutter</li> <li>➤ Resolution: 3.2 Megapixels</li> <li>➤ Field of View: 24.9° to 0.63° with continuous zoom</li> </ul>
<b>Laser Range Finder (Optional)</b>	<ul style="list-style-type: none"> <li>➤ Wavelength: 1535nm (Eye-safe)</li> <li>➤ Range: 12km (20km optional)</li> <li>➤ Repetition Rate: 1Hz or Single-Shot Mode</li> </ul>
<b>Electrical Requirements:</b>	<ul style="list-style-type: none"> <li>➤ Maximum Power: 320W</li> <li>➤ Steady State Power: 100W</li> <li>➤ Input Voltage: 22-36V DC</li> </ul>
<b>Interface &amp; Features</b>	<ul style="list-style-type: none"> <li>➤ Video Outputs: SMPTE HD Video, H.264 over Ethernet (MISB 0601.7 Compliant)</li> <li>➤ Control Interfaces: RS422, RS232</li> <li>➤ <b>Additional Features:</b> <ul style="list-style-type: none"> <li>○ Auto Tracking</li> </ul> </li> </ul>

FEATURE	DESCRIPTION
	<ul style="list-style-type: none"> <li>○ Geo-Location with IMU/INS</li> <li>○ Metadata</li> <li>○ Radar / Searchlight Slaving</li> <li>○ Moving Maps &amp; Augmented Reality</li> <li>○ Data Links &amp; Video Downlinks</li> </ul>
<b>Laser Pointer</b>	<ul style="list-style-type: none"> <li>➤ Type: Class 3B</li> <li>➤ Wavelength: 830nm</li> <li>➤ Output Power: 80mW</li> </ul>
<b>Laser Illuminator</b>	<ul style="list-style-type: none"> <li>➤ Type: Class 3B</li> <li>➤ Wavelength: 860nm</li> <li>➤ Output Power: 450mW</li> </ul>
<b>Environmental Compliance</b>	<ul style="list-style-type: none"> <li>➤ Standards: MIL-STD 461, MIL-STD 810, RTCA DO-160</li> </ul>

## 6. HELICOPTERS BRANDING SPECIFICATIONS

### 6.1 The appointed service provider will be required to:

- a) Design, manufacture, and apply branding elements to the helicopters in line with the approved Gauteng Provincial Government corporate identity.
- b) Ensure accurate reproduction of colours, positioning, and logo placement in accordance with the Department's official branding guidelines.
- c) Use high-quality, aviation-grade materials that are durable and weather-resistant to withstand sunlight, heat, moisture, and high-speed air pressure.
- d) Conduct proper surface preparation prior to branding application, followed by a post-application quality inspection.
- e) Ensure full compliance with South African Civil Aviation Authority (SACAA) regulations and safety standards applicable to external aircraft branding.
- f) Provide a warranty on the branding for the full duration of the 36-months leasing contract.
- g) Provide proof of material compliance and a certificate of conformance from the manufacturer or aviation regulatory body.
- h) Guarantee that branding will not obstruct safety markings, registration numbers, sensors, or maintenance panels

### 6.2 Helicopters Branding Specifications

The branding elements and dimensions must include:

ELEMENT	SPECIFICATION / REQUIREMENT
<b>Front Logo</b>	<ul style="list-style-type: none"> <li>➤ The Gauteng Traffic Police emblem must be placed on the front (nose) section, centred, with a minimum height of 400 mm, proportionally scaled for visibility.</li> </ul>
<b>Side Logos</b>	<ul style="list-style-type: none"> <li>➤ The Gauteng Traffic Police emblem must be applied on both left and right fuselage sides.</li> <li>➤ Each emblem must be not smaller than 700 mm in height, proportionally scaled to the helicopter body size.</li> </ul>
<b>Colours</b>	<ul style="list-style-type: none"> <li>➤ Use official GTP colours: Blue (Pantone 286C / RGB 0-56-168) and Reflective Yellow (Pantone 803C / RGB 255-239-0).</li> <li>➤ Colours must be vibrant and consistent across all surfaces.</li> </ul>
<b>Reflective Stripes</b>	<ul style="list-style-type: none"> <li>➤ Blue and reflective yellow stripes must be applied longitudinally along both sides, 100-150 mm wide.</li> <li>➤ Stripes must be fully reflective for night-time visibility.</li> </ul>
<b>Tail Boom Wrap</b>	<ul style="list-style-type: none"> <li>➤ The entire tail boom must be wrapped in GTP blue with smooth finishing and no visible seams or overlaps.</li> </ul>
<b>Registration Markings</b>	<ul style="list-style-type: none"> <li>➤ Must remain clearly visible and unobstructed, with at least 50 mm clearance from any design element.</li> </ul>

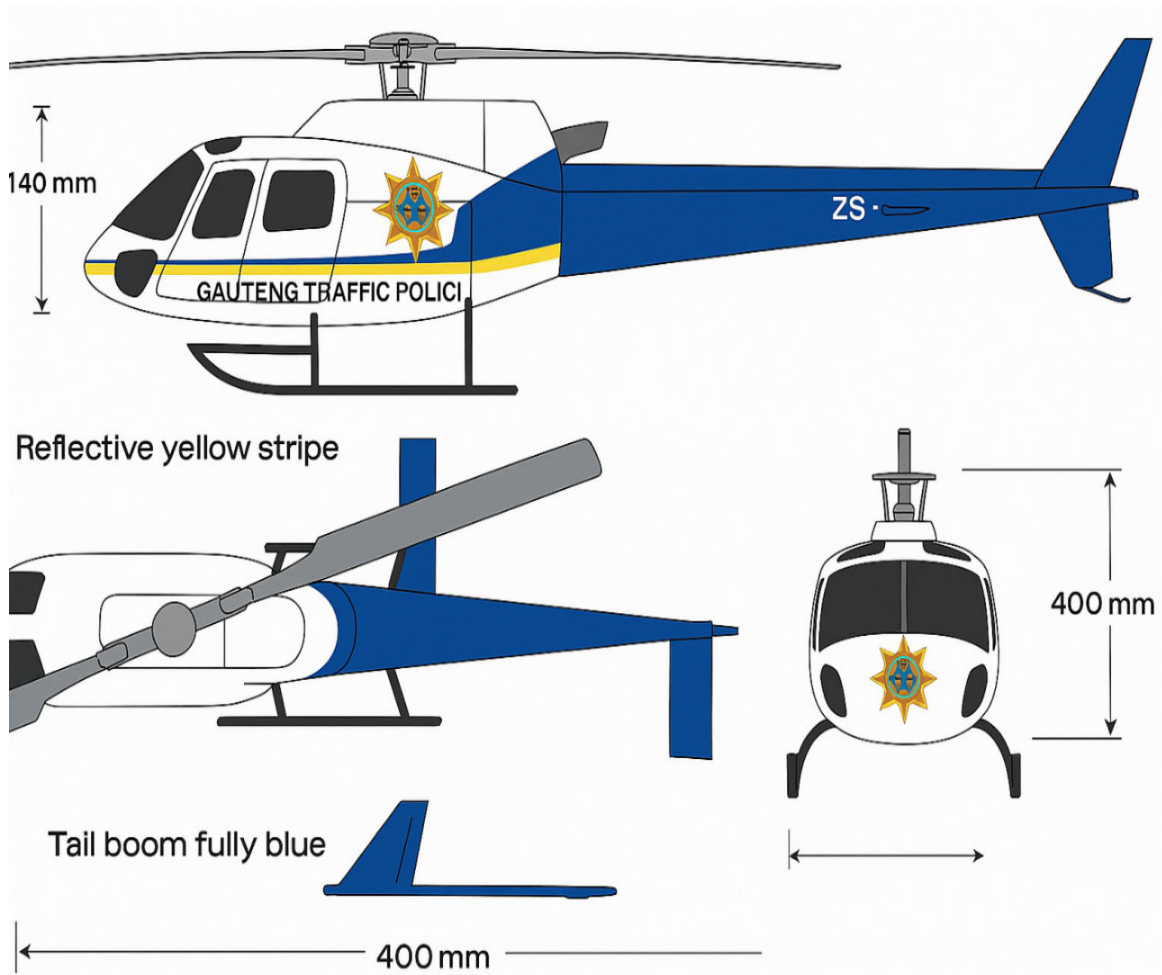
ELEMENT	SPECIFICATION / REQUIREMENT
<b>Durability</b>	➤ Branding materials must be UV-resistant, non-fading, non-peeling, and suitable for speeds exceeding 250 km/h.
<b>Adhesion &amp; Finish</b>	➤ Smooth application with no air bubbles, wrinkles, or uneven edges. A clear coat or laminate must be applied for protection and gloss retention.

### 6.3 Verification and Quality Assurance

To ensure correctness and compliance, the Department will conduct inspections guided by the Helicopters Branding Quality Verification Checklist with the successful bidder.

- Submit a detailed digital mock-up (to scale) for approval before production.
- Provide photographic evidence of the completed branding from all angles (front, left, right, top, and tail).
- Participate in a joint inspection with the Department's Marketing Unit before acceptance.
- Provide a post-application report and 36-month warranty certificate on all materials and workmanship.

### 6.4 Helicopters Branding Dimensions





## **7. STAFF REQUIREMENTS (QUALIFICATION and EXPERIENCE)**

- a) The successful bidder is expected to provide fully qualified pilots and engineers, as per requirements of these Terms of Reference and for the full duration of the contract.
- b) All employees must be trained according to the training as prescribed by SACAA and its regulations.
- c) No pilot will be allowed to continuously fly for more than 9 hours per shift.
- d) In the event of the nominated pilot not being able to complete this work they may only be replaced by a pilot with similar or equivalent experience, provided that this substitution is approved by the Department.

### **7.1 Pilot Qualifications**

- a) Successful Bidder is required to make available a minimum of 5 pilots:
  - i. 2 pilots for morning shift.
  - ii. 2 pilots for afternoon shift.
  - iii. 1 pilot for night shift.
- b) Successful Bidder must submit copies of qualifications for each of the proposed pilots.

#### **The nominated 5 pilots are expected to have the following qualifications:**

- i. Copy of valid pilot licence –ATPL(H) or CPL(H) issued by SACAA.
- ii. Last Pilot Proficiency Check conducted by the AOC holder.
- iii. Medical Certificate: Valid aviation medical certificate issued by a SACAA-designated Aviation Medical Examiner (AME).

A Class I medical certificate is mandatory, and its validity will be verified by the GDCS every six months throughout the duration of the contract. Refer to Part 67 substituted by regulation 17(a) of Notice No. R.1503, GG45491, dated 16 November 2021.

### **7.2 Pilot Experience**

- a) The pilot must have completed a minimum of 1500 hours of flight time in helicopters, in accordance with Part 61 of Civil Aviation Act, 2009 (Act No. 13 of 2009).
- b) Copies of the last 5 pages of the pilot's logbook indicating the total accumulated hours of flight.
- c) The pilot must have additional ratings which includes Instrument Flight Rules and Visual Flight Rules.

### **7.3 Engineers**

- a) Bidders are required to furnish a minimum of two (2) engineers who have completed a certified aircraft maintenance training program, acquired practical experience, and successfully passed a trade test to obtain a recognized qualification.
- b) The Engineers are individually required to hold a SACAA Aircraft Maintenance Engineer (AME) License, specifying their respective area of specialization (such as rotorcraft, engines, avionics).
- c) Each Engineer must possess a minimum of four (4) years of professional work experience.
- d) Maintain proficiency in aviation technology and regulations through refresher courses and manufacturer-specific training.

## **8. COMPANY EXPERIENCE**

- a) A valid Air Operating Certificate issued by the South African Civil Aviation Authority. This must be issued in the name of the bidding company.
- b) Operations Specification issued by the SACAA detailing aircraft types, routes, and nature of operations.
- c) Bidders must have rendered surveillance services within the past 5 years.
- d) Provide a concise project implementation plan including lead times.

- e) Proof that the bidder has rendered these services MUST be submitted in the following documents:
  - i. Testimonial letters/Reference letters and must be on the client's letter head that is signed by the client including the client's contact details a contactable telephone number or email address.
  - ii. Testimonial letters /Reference letters must be attached to the bid document.

## 9. FACILITY REQUIREMENT

- a) Provide operations and facilities with easy highway access in case of emergencies.
- b) The facility must have dedicated security 24 hours per day and 7 days per week including public holidays (physical or electronic security).
- c) The facility must have an office area accommodating a minimum of twenty (20) staff members with twenty (20) parking bays designated for GDCS officials and traffic wardens.
- d) The facility must have a Boardroom available to accommodate a minimum of ten (10) GDCS staff members to conduct amongst others debriefing of crew members, meetings, discussion on pre/post flight briefings and flight planning
- e) A minimum of four (4) crew rest rooms for rotational crew must be available within the facility.
- f) **Aircraft hangars:**
  - i. Hangars must be compliant in accordance with SACAA Part 139 as substituted.
  - ii. Provide secure, safe, and compliant facilities for aircraft storage and maintenance
  - iii. To house and protect aircraft, complies with the Occupational Health and Safety Act for the helicopters, fire suppression system, climate control system, access control system and effective communication system, tools and equipment for effective maintenance and repairs.
  - iv. The facility to have its own fuel station. Ensure that they always have at least one day's fuel in reserve during longer-term operations.
  - v. Waste fuel and contaminated filters must be disposed in line with environmental laws.
- g) **Flight Operation Control Centre:**
  - i. Provide a 24 hour per day and 7 days per week including public holidays operations centre to oversee and coordinate helicopter movements in real time.
  - ii. Advanced tracking and dispatch system, mapping systems with law enforcement features (radar displays, GPS tracking systems, communication consoles, and flight planning software to ensure safety, efficiency, and regulatory compliance.
  - iii. Surveillance systems and badge-based entry to prevent unauthorized personnel from entering.
  - iv. Flight Controllers for real time tracking and monitoring with a recognised qualification in satellite tracking operations. Each staff member should have at least one (1) to two (2) years of experience in satellite tracking operations. On-going training in satellite systems and operational procedures.
- h) **Heliport /Airport:**
  - i. A valid Heliport licence in accordance with the South African Civil Aviation Authority (SACAA) under the Civil Aviation Act, 2009, the Civil Aviation Regulations, 2011, and associated Civil Aviation Technical Standards (SA-CATS) as amended.
  - ii. Approved Heliport Manual must be kept on site. Compliance with SA-CATS 139 as substituted for design and maintenance, wind direction indicators, proper markings, and safety zones, emergency procedures and reporting obligations.
  - iii. Heliport be kept free from unauthorized persons/vehicles.
  - iv. Bidder to provide a written confirmation from heliport/airport that the Gauteng Traffic Police helicopters will be allowed to operate 24 hours per day and 7 days per week including public holidays.
  - v. Bidder to submit a copy of an approval letter from the heliport/airport for law enforcement agencies to carry firearms on the premises.

## 10. INSURANCE REQUIREMENTS

- a) A successful bidder must have insurance to operate legally and safely as governed by the SACAA and related aviation laws.
- a) Valid proof of Third-Party Liability Insurance to cover damage or injury to people or property on the ground caused by the aircraft.
- b) Valid proof of Passenger Liability Insurance to cover injury or death of passengers during flight.
- c) Provide valid proof that the helicopters supplied under the contract shall be fully insured against loss and damage incidental to manufacture or acquisition, transportation and storage.

## 11. MAINTENANCE REQUIREMENTS

- a) Successful Bidder is expected to be responsible for the helicopter maintenance in compliance with SACAA regulations to ensure safety, airworthiness, and operational reliability.
- b) Scheduled and unscheduled Maintenance such as daily checks, hourly inspections, faults, wear or damage and must be documented in maintenance logbooks.
- c) All maintenance personnel must be licensed by SACAA as Aircraft Maintenance Engineers (AMEs).

## 12. SPECIAL CONDITIONS

### **GDCS reserves the right to:**

- a) Award the tender to bidder who scored the highest number of points, as prescribed in the PPPFA, Preferential Procurement Regulations of 2022 and the GDCS's Supply Chain Management Policy. If the price offered by the highest scoring bidder is not market-related, the Department reserves the right to negotiate with the bidder a reasonable market price /offer.
- b) Cancel and/or terminate the tender process at any stage, including after the closing date and/or after presentations have been made, and/or after tenders have been evaluated, and/or after the recommended bidder(s) have been notified of their status as such.
- c) Not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the bids.
- d) Reject a proposal for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- e) Contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparison, or award decisions in any manner, may result in rejection of the bid.
- f) Terminate immediately should the Successful Bidder not comply to all civil aviation authority requirements and qualifications in terms of SACAA.
- g) To request an extension of the validity of bids, should it be deemed necessary.
- h) Subject the recommended bidder to a vetting process.
- i) Cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document, unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid document.
- j) Disregard the bid of any bidder if that bidder, or any of its directors:
  - i. Are restricted by the National Treasury to do business with the Government.
  - ii. Have committed proven fraud or any other improper conduct in relation to such system.
  - iii. Have failed to perform on any previous contract and the proof exists.
- k) Accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to GDCS or pose a risk to the organisation.

**The Special Conditions are supplementary to that of General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions prevail.**

**NOTE: Bidders shall ONLY use a black ink for completion of Standard Bidding Documents forms. The use of CORRECTION FLUID (Tippex) must not be used in the bid documents and the supporting forms in order to correct errors.**

### **13. SERVICE LEVEL AGREEMENT**

- a) Upon award GDCS and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by GDCS.
- b) The successful bidder will sign the SLA with GDCS that will qualify all contractual obligations and penalties.
- c) GDCS reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.
- d) GDCS reserves the right to cancel any award if the bidder is unable to agree to the service levels and standards stipulated in this document, unless the bidder specifically and clearly declared his/her inability to deliver such services in the submitted bid document.
- e) GDCS reserves the right to call an expert provided by the successful bidder to give evidence in court on the operation and functionality of the camera, the GDCS reserves the right to terminate the contract if the recommended bidder fails to provide evidence in court on the operation and functionality of the camera.
- f) GDCS reserves the right to terminate the contract if the recommended bidder fails to put in place SACAA SOP for surveillance and ad hoc landings.
- g) GDCS reserves the right to terminate the contract if the recommended bidder fails to provide a Helicopter fitted with a Thermal camera (as per the specifications above) within 30 days after the signing of Service Level Agreement.
- h) GDCS reserves the right to terminate the contract if the recommended bidder fails to fully brand both helicopters in full colours of the Traffic Management Unit (as per the specifications above) within 30 days after the signing of the Service Level Agreement.

#### **13.1 Penalties**

The Successful Bidder shall be subject to penalties for failure to meet contractual obligations, including but not limited to:

- a) Failure to meet response times
- b) Failure to provide services as required
- c) Failure to comply with safety standards
- d) Breach of contract

### **14. EVALUATION METHODOLOGY**

Bid Proposals will be evaluated in terms of the Preferential Procurement Policy Framework Act (PPPFA) (Act 5 of 2000), the Preferential Procurement Regulations (PPR) of 2022, and the GDCS Supply Chain Management Policy.

**Stage One (1) will be based on the following evaluation:**

- **Stage 1A:** Administrative Compliance Evaluation
- **Stage 1B:** Functionality (Desktop) Evaluation
- **Stage 1C:** Site Visit Evaluation

**Stage Two (2) will be based on Price and Specific Goals:**

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

The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

### STAGE 1A: ADMINISTRATIVE COMPLIANCE EVALUATION

The following mandatory documents must be submitted with the bid:

***All the bids received will be subjected to mandatory administrative compliance in line with the below requirements. Any bidder who fails to comply with any of the below mandatory criteria will be disqualified.***

NO	EVALUATION CRITERIA	YES	NO
1.	Submit a completed and signed Standard Bidding Document (SBD 1)		
2.	Submit a completed and signed Standard Bidding Document (SBD 4)		
3.	Submit a completed and signed POPIA Consent form		
4.	Submit a completed and signed GPG Integrity Pact for Businesses		
5.	Submit a completed and signed Price Schedule (SBD3.3) and detailed Annexure B - Pricing Schedule. <b>Note, the total bid proposal price on the SBD 3.3 and Annexure B must correspond.</b>		
6.	Submit a completed and signed Compulsory Briefing Declaration of Attendance (SCM 03) stamped by Gauteng Provincial Treasury and signed by Gauteng Department of Community Safety.		
7.	<p><b>Helicopters: Bidders are required to submit proof of availability of the two (2) helicopters designated for use of this project.</b></p> <p><b><u>Owned Helicopters:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of the aircraft registration document for each helicopter reflecting the bidding company as the registered owner.</li> </ul> <p><b><u>Leased Helicopters: (helicopters not owned by the bidder)</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a valid lease agreement between the bidder and the registered owner of the helicopters; and</li> <li>➤ Submit a copy of each aircraft registration document showing the owner of the helicopters.</li> </ul> <p><b><i>The lease agreement must be approved by the South African Civil Aviation Authority (SACAA) in terms of Part 48 of the Civil Aviation Regulations, 2011</i></b></p>		
8.	<p><b><u>Business operations within Gauteng Province:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of municipal rates &amp; taxes invoice or statement not older than three (3) months in the name of the Bidder (Directors/company name) or proof of valid lease agreement for the full duration of the contract in the name of the Lessee and signed by both parties)</li> </ul> <p><b><u>A bidder based outside of Gauteng Province:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a commitment letter or lease agreement, serving as definitive proof of Business Operations situated within Gauteng Province. The lease must be valid for the 36 months duration of the contract. <ul style="list-style-type: none"> <li>○ Heliport/Airport</li> </ul> </li> </ul>		

NO	EVALUATION CRITERIA	YES	NO
	<ul style="list-style-type: none"> <li>○ Hangarage</li> <li>○ Maintenance facilities</li> <li>○ Flight control operating centre</li> </ul> <p><b><i>The above operations must be compliant/ licensed in accordance with the relevant South African Civil Aviation Authority (SACAA) under the Civil Aviation Act, 2009, the Civil Aviation Regulations, 2011, and associated Civil Aviation Technical Standards (SA-CATS)</i></b></p>		
9.	<p><b>Submission of a valid Air Operating Certificate (AOC)</b></p> <p><b><u>Bidding company:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of a valid Air Operating Certificate Part 127 (AOC) issued by the South African Civil Aviation Authority (SACAA) in terms of Subpart 6 of Part 127 of the Civil Aviation Regulations, 2011.</li> </ul> <p><b><u>In case of a bidder that is leasing / outsourcing the services:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a valid letter of commitment issued by the Lessee (owner) to the bidding company.</li> <li>➤ Submit a copy of the Lessee's valid AOC.</li> </ul>		
10.	<p><b><u>Owned Helicopters:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a valid certificate(s) of the Operations Specifications applicable to the <b>helicopter types</b> issued by the SACAA. The certificate(s) must reflect: <ul style="list-style-type: none"> <li>i. Class of helicopter</li> <li>ii. Type of aircraft</li> <li>iii. Engine category</li> </ul> </li> </ul> <p><b><u>In case of a bidder that is leasing / outsourcing the services:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a valid letter of commitment issued by the Lessee (owner) to the bidding company confirming the Operations Specifications for the <b>helicopter types</b> issued by the SACAA and reflecting: <ul style="list-style-type: none"> <li>i. Class of helicopter</li> <li>ii. Type of aircraft</li> <li>iii. Engine category</li> </ul> </li> </ul>		
11.	<p><b><u>Owned Helicopters:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of the Domestic Class Air Service Licence issued by the Air Services Licensing Council in terms of the Air Services Licensing Act, 1990 (Act No 115 of 1990).</li> </ul> <p><b><u>In case of a bidder that is leasing / outsourcing the services:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a valid letter of commitment issued by the Lessee (owner) to the bidding company.</li> <li>➤ Submit a valid copy of the Lessee's Domestic Class Air Service Licence issued by the Air Services Licensing Council in terms of the Air Services Licensing Act, 1990 (Act No 115 of 1990).</li> </ul>		
12.	<p><b><u>Internal Maintenance Services:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit evidence of Registration as an Aircraft Maintenance Organisation (AMO) with SACAA.</li> <li>➤ Submit a copy of an approved Helicopters Maintenance Programme.</li> <li>➤ Submit a copy of two (2) certified Aircraft Maintenance Engineer (AME).</li> </ul>		

NO	EVALUATION CRITERIA	YES	NO
	<p><b><u>In case of bidder outsourcing of Maintenance Services:</u></b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of the Maintenance Agreement or Service Level Agreement with the Approved Maintenance Organisation (AMO) reflecting the registration letters of the helicopters designated for use of this project. The Maintenance Agreement must be signed between the AMO and the bidding company (holder of an AOC).</li> <li>➤ Submit a copy of the approval issued by the SACAA in terms of Part 145 of the Civil Aviation Regulations, 2011 to the Approved Maintenance Organisation (AMO) responsible for maintenance of the helicopters to be used. The AMO must be approved for the types of helicopters offered for use.</li> </ul>		
13.	<p><b>Submit the following certificates for the two (2) helicopters designated for the use of this project:</b></p> <ul style="list-style-type: none"> <li>a) Valid Certificate of Registration</li> <li>b) Valid Certificate of Airworthiness</li> <li>c) Valid Certificate of Release to Service</li> <li>d) Valid Radio Station Licence</li> <li>e) Valid SACAA issued mass and balance report</li> </ul> <p><b><i>In case the Bidder is leasing / outsourcing the services, submit the above certificates from the Lessee.</i></b></p>		
14.	<p><b>Helicopter Operational Authorization:</b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of a valid letter from SACAA indicating that the helicopter operation will be able to operate 24 hours per day and 7 days per week.</li> </ul>		
	<p><b>Heliport/Airport Authorization:</b></p> <ul style="list-style-type: none"> <li>➤ Submit a copy of a valid letter from SACAA that the Airport / Heliport will be able to operate 24 hours per day and 7 days per week.</li> </ul>		
	<p><b>Authorization for Law Enforcement Agencies to carry Firearms:</b></p> <ul style="list-style-type: none"> <li>➤ Submit authorization document from the heliport/airport, permitting law enforcement agencies to carry firearms on the property.</li> </ul>		
15.	<p><b>Insurance Cover: (must be submitted by the bidding company or the leasing company)</b></p> <ul style="list-style-type: none"> <li>➤ Submit proof of insurance cover in the form of a letter or certificate from Insurer issued in the name of the bidding company or if the bidder leases the helicopter, they must provide a letter or a service level agreement demonstrating that the required insurance coverage is in place. <ul style="list-style-type: none"> <li>a) <i>Note insurance limitations should include third party legal liability of at least R50,000,000.00</i></li> </ul> </li> </ul>		
16.	<p><b>Submit details of <u>at least 5 pilots</u> designated for the intended project:</b></p> <ul style="list-style-type: none"> <li>a) Copy of valid pilot licence - ATPL(H) or CPL(H) issued by SACAA.</li> <li>b) Copy of valid medical certificate class</li> <li>c) Copy of last Pilot Proficiency Check (PPC) conducted by the AOC holder (bidder).</li> </ul> <p>➤ <b><i>Kindly ensure that the copies of the valid pilot license, valid medical certificate and Pilot Proficiency Check accurately reflect the full name and surname of the pilot.</i></b></p>		



NO	EVALUATION CRITERIA	YES	NO
	➤ <b><i>The leasing organization/outsourcing company must submit the above documents of the 5 required Pilots from their lessee</i></b>		
17.	<b>In an event where a bidder is a joint venture/ consortium/ partnership must submit:</b> <ul style="list-style-type: none"> <li>➤ A joint venture/ consortium/ partnership agreement, duly signed by all parties thereto, detailing the percentage (%) split between the parties and portion/s of work to be shared.</li> </ul>		

***NB: ANY BIDDER THAT DOES NOT COMPLY WITH THE MANDATORY CRITERIA FOR ADMINISTRATIVE COMPLIANCE EVALUATION WILL BE DISQUALIFIED AND WILL NOT BE CONSIDERED FURTHER IN THE EVALUATION PROCESS.***

#### **Non-Mandatory Required Documents: (Non-disqualifying)**

- Completed and signed Preference Points Claim form (SBD 6.1)
- Completed and signed National Industrial Participation programme (SBD 5)
- Valid B-BBEE Certificate or Valid Sworn Affidavit
- Valid SARS Tax Compliance Status (TCS) Pin
- Copy of Company Registration Certificate (CIPC)
- Certified copies of ID's for Members / Directors
- Proof of registration with the National Treasury Central Supplier Database (CSD)
- Demonstrate Financial Capacity/Backup (Latest Proof of Three Months Bank Statement / Bank Guarantee Letter)
- Latest audited financial statements for the past two (2) years or submission of annual financial statements that comply with the Companies Act for the past two (2) years. If a company is a new or dormant entity, a letter from an accountant confirming the status is required.

***NOTE: Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid so that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.***

#### **STAGE 1B: FUNCTIONALITY (DESKTOP) EVALUATION**

The following criteria will be used to evaluate bids.

A total of **100 points** is allocated for the Functionality (Desktop) Evaluation. The **minimum threshold** for this part of the evaluation is **70 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

CRITERIA	REQUIREMENT	POINTS
<b>Experience of 5 pilots</b>	<b>Submit the last five (5) pages from each pilot's logbook of the same five (5) pilots previously submitted in accordance with point 16 of Administrative Compliance.</b> <ul style="list-style-type: none"> <li>○ No or incomplete submission of last 5 pages of the five (5) pilot's logbook and/or less than 1500 flight hours each on helicopter = <b>0 Points</b></li> <li>○ Flight logbooks containing the last 5 pages from each of the five (5) pilots, demonstrating a minimum of 1500 flight hours each on helicopter = <b>30 points</b></li> </ul>	<b>30</b>

CRITERIA	REQUIREMENT	POINTS
	<p><b>NO POINTS WILL BE AWARDED TO ANY BIDDER SUBMITTING A TEAM OF LESS THAN 5 PILOTS</b></p> <p><b>POINTS SHALL SOLELY BE AWARDED BASED ON EXPERIENCE IN LINE WITH THE REQUIREMENTS OF THESE TERMS OF REFERENCE</b></p>	
<p><b>Experience of licenced engineers</b></p> <p>Experience must be logged in a SACAA-approved <b>Record of Experience</b> and signed off by licenced engineers</p>	<p><b>Provide a SACAA logbook documenting all maintenance tasks for the two (2) licenced engineers, experienced in the type of required helicopter, with a minimum of 4 years work experience each</b></p> <p><b>Must include:</b></p> <ul style="list-style-type: none"> <li>o Aircraft types</li> <li>o Systems worked on</li> <li>o Dates, durations, and nature of work</li> <li>o Supervisor or licenced engineer signatures</li> </ul> <p><b>Engineer #1 Experience:</b></p> <ul style="list-style-type: none"> <li>o Logbook not provided/ less than 4 years of experience = <b>0 point</b></li> <li>o 4 years to less than 6 years of experience = <b>05 points</b></li> <li>o 6 years to less than 8 years of experience = <b>10 points</b></li> <li>o 8 years of experience or more = <b>15 points</b></li> </ul> <p><b>Engineer #2 Experience:</b></p> <ul style="list-style-type: none"> <li>o Logbook not provided/ less than 4 years of experience = <b>0 point</b></li> <li>o 4 years to less than 6 years of experience = <b>05 points</b></li> <li>o 6 years to less than 8 years of experience = <b>10 points</b></li> <li>o 8 years of experience or more = <b>15 points</b></li> </ul> <p><b>NO POINTS WILL BE AWARDED TO ANY BIDDER SUBMITTING LESS THAN 2 ENGINEERS</b></p>	<b>30</b>
<p><b>Project implementation plan including timelines</b></p>	<p><b>The bidder must provide a detailed project implementation plan with clear time frames. Submit a work breakdown indicating delivery turn-around times</b></p> <ul style="list-style-type: none"> <li>o No project implementation plan including timelines attached = <b>0 point</b></li> <li>o Project implementation plan including timelines within or less than 1 Month = <b>15 points</b></li> </ul>	<b>15</b>
<p><b>Company Experience in helicopter surveillance services within the last 5 years</b></p>	<p><b>Number of similar projects in surveillance services completed by the bidder</b></p> <p><b><i>(Submit proof of contactable references - letters of reference on the client's letterhead signed by an authorised person)</i></b></p> <ul style="list-style-type: none"> <li>o No testimonial letter / reference letter of the helicopter surveillance services = <b>0 Points</b></li> <li>o 1 testimonial letter / reference letter of helicopter surveillance services = <b>5 points</b></li> <li>o 2 testimonial letters / reference letters of helicopter surveillance services = <b>10 points</b></li> <li>o 3 testimonial letters / reference letters of helicopter surveillance services = <b>15 points</b></li> <li>o 4 testimonial letters reference letters of helicopter surveillance services = <b>20 points</b></li> </ul>	<b>25</b>

CRITERIA	REQUIREMENT	POINTS
	<ul style="list-style-type: none"> <li>5 or more testimonial letters / reference letters helicopter surveillance services = <b>25 Points</b></li> </ul>	
<b>TOTAL POINTS</b>		<b>100</b>
<b>MINIMUM THRESHOLD</b>		<b>70</b>

**NB: DOCUMENTARY PROOF OF ABOVE INFORMATION MUST BE INCLUDED IN THE TENDER DOCUMENT BY THE SUPPLIER.**

#### STAGE 1C: SITE VISIT EVALUATION

The following criteria will be used to evaluate bids.

A total of **100 points** is allocated for the Site Visit Evaluation. The **minimum threshold** for this part of the evaluation is **80 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

CRITERIA	REQUIREMENTS	POINTS
<b>1. Availability of two (2) Helicopters for physical inspection</b>	<p><b>Compliance of two (2) Helicopters in line with the Specification Requirements listed in table 5.1:</b></p> <ol style="list-style-type: none"> <li>Operational Features</li> <li>Performance Requirements</li> <li>Capacity and Payload</li> <li>Dimensions</li> </ol> <ul style="list-style-type: none"> <li>Not available for physical verification or does not meet all the requirements listed in <b>5.1 Helicopters Specification = 0 Points</b></li> <li>Physically verified and meets all the requirements listed in <b>5.1 Helicopters Specification = 45 points</b></li> </ul>	<b>45</b>
<b>2. Aircraft Hangarage</b>	<p><b>Aircraft hangar must be SACAA compliant with fire &amp; safety detection/suppression system, access control system, occupational health and safety regulation.</b></p> <p><b><u>Fire and Safety Detection/Suppression System Requirements:</u></b></p> <ol style="list-style-type: none"> <li>Clearly marked fire detection/suppression systems (sprinklers, alarms),</li> <li>Fire prevention programme,</li> <li>Clearly marked emergency exits with evacuation plans,</li> <li>Fire and safety records/certificate confirming quarterly testing in place.</li> </ol> <ul style="list-style-type: none"> <li>Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>Fully demonstrated or evidence provided to meet all the requirements = <b>5 points</b></li> </ul> <p><b><u>Access Control &amp; Surveillance System Requirements:</u></b></p> <ol style="list-style-type: none"> <li>Access control with biometric entry,</li> <li>Operational CCTV surveillance with coverage demonstrated.</li> </ol> <ul style="list-style-type: none"> <li>Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> </ul>	<b>25</b>

CRITERIA	REQUIREMENTS	POINTS
	<ul style="list-style-type: none"> <li>o Fully demonstrated or evidence provided to meet all the requirements = <b>5 points</b></li> </ul> <p><b><u>Occupational Health and Safety Compliance:</u></b></p> <ol style="list-style-type: none"> <li>1) Fall protection mechanism, non-slip floors and resistant to fuel/oil spills demonstrated,</li> <li>2) Material Safety Data Sheets (MSDS) for all hazardous chemicals,</li> <li>3) Use of PPE (safety boots, reflective vests, gloves, and hearing protection, respiratory protection).</li> </ol> <ul style="list-style-type: none"> <li>o Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>o Fully demonstrated or evidence provided to meet all the requirements = <b>5 points</b></li> </ul> <p><b><u>Fuelling Resources:</u></b></p> <ol style="list-style-type: none"> <li>1) SACAA-certified fuel storage tanks and located in designated safe zone with dedicated fire suppression system,</li> <li>2) Refuelling points clearly marked and accessible.</li> </ol> <ul style="list-style-type: none"> <li>o Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>o Fully demonstrated or evidence provided to meet all the requirements = <b>10 points</b></li> </ul>	
<b>3. Maintenance Facilities</b>	<p><b>Availability of Aircraft Movement and Maintenance Facility:</b></p> <ol style="list-style-type: none"> <li>1) Daily movement logs and maintenance records available,</li> <li>2) Clearly designated Aircraft Parking Bays with safety zones around rotors and wings,</li> <li>3) Proof that tools used are approved by AMOs.</li> </ol> <ul style="list-style-type: none"> <li>o Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>o Fully demonstrated or evidence provided to meet all the requirements = <b>10 points</b></li> </ul>	<b>10</b>
<b>4. Infrastructure Resources</b>	<p><b>Availability of facility operating 24 hours per and 7 days per week. Bidders to demonstrate the capacity to accommodate the GDCS officials, including providing parking and boardroom access within their facility:</b></p> <ol style="list-style-type: none"> <li>1) Office facility and parking bays capable of accommodating at least 20 officials.</li> </ol> <ul style="list-style-type: none"> <li>o Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>o Fully demonstrated or evidence provided to meet all the requirements = <b>5 points</b></li> </ul> <ol style="list-style-type: none"> <li>2) Boardroom capable of accommodating at least 10 officials equipped with presentation equipment and furnishing.</li> </ol> <ul style="list-style-type: none"> <li>o Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> </ul>	<b>10</b>

CRITERIA	REQUIREMENTS	POINTS
	<ul style="list-style-type: none"> <li>Fully demonstrated or evidence provided to meet all the requirements = <b>5 points</b></li> </ul>	
<b>5. Facility with a flight control operations centre</b>	<p><b>Availability of a 24 hours per day and 7 days per week flight control operations centre with communication, tracking and dispatch system and data management.</b></p> <p><b>Communication System:</b></p> <ol style="list-style-type: none"> <li>Secure and encrypted communication systems with interoperability with law enforcement systems,</li> <li>Dedicated channels for communication during critical incidents.</li> </ol> <ul style="list-style-type: none"> <li>Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>Fully demonstrated or evidence provided to meet all the requirements = <b>3 points</b></li> </ul> <p><b>Tracking and Dispatch Systems:</b></p> <ol style="list-style-type: none"> <li>Advanced tracking and mapping systems with features relevant to law enforcement (e.g., geofencing, suspect tracking),</li> <li>Integration with law enforcement databases.</li> </ol> <ul style="list-style-type: none"> <li>Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>Fully demonstrated or evidence provided to meet all the requirements = <b>4 points</b></li> </ul> <p><b>Data Management:</b></p> <ol style="list-style-type: none"> <li>Secure data storage and retrieval with access controls and audit trails, complying with data privacy regulations,</li> <li>Ability to share information securely with authorized law enforcement personnel.</li> </ol> <ul style="list-style-type: none"> <li>Not fully demonstrated or evidence provided or does not meet all the requirements = <b>0 Points</b></li> <li>Fully demonstrated or evidence provided to meet all the requirements = <b>3 points</b></li> </ul>	<b>10</b>
<b>TOTAL POINTS</b>		<b>100</b>
<b>MINIMUM THRESHOLD</b>		<b>80</b>

**NOTES: The Site Visit Evaluation will only be conducted at the bidder's premises within Gauteng, as per the proof of address provided under administrative compliance. In a case where the bidder has leased the helicopters and not the owner of the helicopters, the bidder is required to facilitate a site visit evaluation to be conducted by the Department. Failure to grant such permission will result in disqualification.**

## 15. STAGE 2: PRICE AND PREFERENCE POINTS SYSTEM

This stage of the evaluation is in line with the PPPFA, PPR 2022 and the GDCS's SCM Policy prescribing the framework for the Preference Point System. The Department is applying the **80/20** or **90/10 Preference Point System** for this tender.

A maximum score of eighty (80) / ninety (90) points will be allocated for Price quoted by the Bidder, as per Regulation 4 and Regulation 5 of PPR 2022. The identified Specific Goals are aligned to the Department's Procurement Development Plan and twenty (20) / ten (10) points are allocated in line with the persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.

AREA	POINTS	POINTS
Price	80	90
Preference Point – Specific Goals	20	10
<b>Total points for Price and Preference Points</b>	<b>100</b>	<b>100</b>

### Identification of Preference Point System

If it is unclear whether the 80/20 or 90/10 Preference Point System applies, an organ of state must, in the tender documents, stipulate in the case of — any other invitation for tender, that either the 80/20 or 90/10 Preference Point System will apply and that the lowest acceptable tender will be used to determine the applicable preference point system.

80/20 Preference Point System for acquisition of goods or services with Rand value equal to or below R50 million.

4.(1) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

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

90/10 preference point system for acquisition of goods or services with Rand value above R50 million.

5.(1) The following formula must be used to calculate the points out 90 for price in respect of an invitation for tender with a Rand value above R50 million, inclusive of all applicable taxes:

$$P_s = 90 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Price of bid under consideration  
 $P_{min}$  = Price of lowest acceptable bid

### Preference Point – Specific Goals:

A maximum of 20 or 10 points will be awarded to a tenderer for the Specific Goal specified in this tender. Points scored for the Specific Goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

The tender/ quotation invitation shall stipulate the specific goals and the points that will be awarded to each goal and proof that must be submitted to claim for such a goal.

### Specific Goals Requirements

To qualify for Specific Goal points, Bidders must provide evidence of **ownership of 51% or more** per the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference Points.

SPECIFIC GOALS	PROOF OF EVIDENCE	20	10
		POINTS	POINTS
<b>Women</b>	- Valid B-BBEE Certificate or Valid Sworn Affidavit	<b>6</b>	<b>3</b>
<b>Youth</b>	- Valid B-BBEE Certificate or Valid Sworn Affidavit - Certified Copies of Identity Documents for Directors	<b>6</b>	<b>3</b>
<b>Black</b>	- Valid B-BBEE Certificate or Valid Sworn Affidavit	<b>4</b>	<b>2</b>
<b>Disability</b>	- Valid B-BBEE Certificate or Valid Sworn Affidavit - Copy of a Valid Medical Certificate signed by a Medical Professional	<b>4</b>	<b>2</b>

**NOTES: Failure on the part of a bidder to fill in and/or to sign Preference Point Claim form SDB 6.1 and submit proof of claim for specific goals together with the bid, will be interpreted to mean that preference points for specific goal(s) are not claimed.**

### **Guidance on valid B-BBEE Certificates and/or valid Sworn Affidavits to substantiate preference points claims**

- Valid B-BBEE Certificate issued by a SANAS accredited agency.
- Bidders qualifying as EME/QSE can submit a valid Sworn Affidavit (DTIC) or B-BBEE certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC, which serves as an Affidavit.
  - *Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and prescribed by the B-BBEE Codes of Good Practice.*
- Any Consortium or JV must submit a valid consolidated B-BBEE Certificate issued by a SANAS accredited agency. No sworn affidavit will be accepted for a Consortium or JV.
- All certificates and/or sworn affidavits, certified as a "true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972).
- The Department is requesting the B-BBEE credentials in order to validate and evaluate the points claimed by the Bidder based on the Specific Goals outlined in this tender document and the (SDB 6.1).
- The Department cannot solely rely on the CSD Report as the CSD Report states:
  - *"BBBEE - CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information does not reflect on the report."*

### **16. AWARDING OF BID**

- The bid will be awarded to the bidder who scored the highest total number of points as prescribed in the PPPFA, Preferential Procurement Regulations of 2022 and the GDCS's SCM Policy.
- In exceptional cases the bid may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. Reasons for such decision must be approved and recorded for audit purposes and must be justifiable in the court of law and subject to Section 2(1)(f) of the Act

**17. COMPULSORY BRIEFING SESSION**

- A **Compulsory Briefing Session** will be held at the **Gauteng Department of Community Safety** Head Office, 25 Pixley Ka Isaka Seme Street, Marshalltown, Johannesburg Auditorium. To address and clarify any concerns regarding these terms of reference prior to the closing date of this bid.
- Bidders to note that the Briefing session is compulsory therefore, bidders that did not attend the session will be disqualified.

**18. ENQUIRIES**

<b>All Technical enquiries should be directed to:</b>	<b>All Procurement enquiries relating to this document should be directed to:</b>
<b>Contact Person:</b> Nhlamulo Baloyi - (Communication Service) <b>Contact Person:</b> Thabo Khoali - (Traffic Management)	<b>Contact Persons:</b> Thebe Mereotlhe - (Supply Chain Management) <b>Contact Person:</b> Cindy Mabulu - (Supply Chain Management)
<b>E-mail:</b> <a href="mailto:nhlamulo.baloyi@gauteng.gov.za">nhlamulo.baloyi@gauteng.gov.za</a> & <b>E-mail:</b> <a href="mailto:thabo.khoali@gauteng.gov.za">thabo.khoali@gauteng.gov.za</a>	<b>E-mail:</b> <a href="mailto:thebe.mereotlhe@gauteng.gov.za">thebe.mereotlhe@gauteng.gov.za</a> & <b>E-mail:</b> <a href="mailto:cindy.mabulu@gauteng.gov.za">cindy.mabulu@gauteng.gov.za</a>





# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

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



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**GAUTENG ETHICS &  
ANTI CORRUPTION**

# INTEGRITY PACT FOR BUSINESSES



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## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

### **1. INTRODUCTION**

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

### **2. OBJECTIVES**

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

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

### **3. GOVERNANCE**

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

### **4. ENVIRONMENT**

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

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

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



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## 6. REPUTATION

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

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



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# GAUTENG ETHICS & ANTI CORRUPTION

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

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

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



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

## 9. COMMITMENTS OF THE BIDDERS

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

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





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

## 10. SANCTIONS FOR VIOLATION

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



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## 11 CONFLICT OF INTEREST

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

## 12 LEGAL ACTIONS

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

## 13 VALIDITY

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

### GPG INTEGRITY PACT FOR BUSINESSES

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



## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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1. Definitions
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5. Use of contract documents and information; inspection
6. Patent rights
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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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



may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)