 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act 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 RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

This RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

Non-compulsory "How to tender" workshops are held every Wednesday at 75 Fox Street from 10:00-13:00.



Provincial Supply Chain Management

Request for Proposal

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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

Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Request for Proposal

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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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

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



GAUTENG PROVINCE

OFFICE OF THE PREMIER
REPUBLIC OF SOUTH AFRICA

RETURNABLE ATTACHMENT

TERMS OF REFERENCE

PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)

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 RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), 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

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: _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

This RFP 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

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

1. The RFP (Request for Proposal) Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2. The RFP forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this RFP. Additional offers made in any other manner may be disregarded.
3. Should the RFP forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5. The forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US \$ 10 million is expected.
6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).
7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).
9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).
10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).
11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).
13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).
15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).
16. Delivery basis (not applicable for Pre-qualification of Bidders):
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on RFP 06 (RFP Price Schedule per item).
17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.
18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full



Provincial Supply Chain Management

Instructions to Bidders

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acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.

The bid must be deposited or posted;

 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	Bid Commitment and Declaration of Interest	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 interest¹ in the enterprise, employed by the state?

YES		NO	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State institution

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.

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

YES		NO	
------------	--	-----------	--

- 2.2.1 If so, furnish particulars:

--

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

YES		NO	
------------	--	-----------	--

- 2.3.1 If so, furnish particulars:

--

3. DECLARATION

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

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

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.
 Filename:RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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3.5 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.

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "✓"

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

Provincial Supply Chain Management

Special Conditions

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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.


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

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-

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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

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

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

Comments to include:

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

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

=====

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

**APPOINTMENT OF A PRE-QUALIFIED LIST
OF SERVICE PROVIDERS WHO SPECIALISE
IN GENERAL RESEARCH, MARKET
RESEARCH, MONITORING & EVALUATION
AND KNOWLEDGE MANAGEMENT FOR A
FIXED PERIOD OF THREE (3) YEARS**

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(I) ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
GCR	Gauteng City Region
GPG	Gauteng Provincial Government
OoP	Gauteng Office of the Premier
PPPFA	Preferential Procurement Policy Framework Act (Act No. 5 of 2000)
EME	Exempted Micro Enterprise
QSE	Qualifying Small Enterprise
RFP	Request for Proposals
SCM	Supply Chain Management
SLA	Service Level Agreement
TOR	Terms of Reference

FIELD OF APPLICATION (AREAS)

The Terms of Reference require service providers in four areas: **1) General research, 2) Market Research, 3) Monitoring & Evaluation and 4) Knowledge Management.**

Service providers must indicate in the table below which area they are applying for and submit a separate proposal per field of application (area).

Please note that each service provider can apply for more than one area.

FIELD OF APPLICATION (AREAS)	TICK IF APPLICABLE
1) General Research	
2) Market Research/Perception Surveys	
3) Monitoring and Evaluation	
4) Knowledge Management	

1. INVITATION

The Gauteng Office of the Premier (OoP) seeks to appoint a pre-qualified list of service providers who specialise in General Research, Market Research, Monitoring & Evaluation and Knowledge Management, for a fixed period of three (3) years. The service providers will be required to conduct projects on an ad-hoc basis for the Office of the Premier. The suitable service providers will conduct Perception Surveys, Evaluation Studies in line with the Provincial Evaluation Plan and service providers will render Knowledge Management services. The OoP is aiming to attract service providers of different company sizes (small to medium and large enterprises) to form part of the panel. The service providers need to state clearly in their submission cover letter the services they can provide to the Office. The selection is amongst the following five fields:

- General Research,
- Perception Surveys,
- Monitoring and Theory- Based Programme and/or Policy Evaluations,
- Knowledge Management Practitioners

Bidders are allowed to apply to provide services in more than one of the specified fields. **The bidders must specify on the first page of the TOR which field they should be considered for and must submit a separate proposal per field/specialty area.** The pre-approved panel will conduct research, perception surveys, policy and programme evaluations as well as provide Knowledge Management services on behalf of the Gauteng Office of the Premier for a period of three (3) years.

2. BACKGROUND

Gauteng, with a population of more than 15,5 million people, is home to a quarter of the population of South Africa (SA). It is the smallest province in SA with a land coverage of 1.5% but is the most populous province in the country. The Gauteng Province is also the largest contributor to the SA Gross Domestic Product (GDP) and generates almost 10% of Africa's GDP.

The Gauteng Office of the Premier (OoP) mandate is to support the Premier in executing the constitutional responsibilities, support the Premier to lead and mobilise government and society to implement the electoral mandate. OoP is the centre for strategic leadership, coordination and oversight of government and coordinate service delivery at provincial and local government level. OoP's mandate includes ensuring good governance and the effective functioning of the entire provincial administration. OoP is the political nerve centre department of the Gauteng Provincial Government (GPG).

The Gauteng Provincial Government (GPG) adopted the Growing Gauteng Together 2030 (GGT 2030) Plan of Action in 2019. It is the growth and development plan of the Gauteng Province for realisation of the development outcomes, on economic growth, a steady decline in the unemployment rate, a steady decline in the poverty rate, and a steady decline in income inequality.

The GT2030 has seven priorities, 28 strategies, and 160 interventions that will significantly improve Gauteng citizens' lives. The priorities are aligned with the Sustainable Development Goals, National Development Plan 2030, and Seven Priorities of the 6th Government Administration.

3. GGT 2030 Strategic Priorities

Gauteng has identified seven priorities and specific interventions in strategic sectors and corridors to achieve optimal outcomes during this decade. The seven priorities include the following:

- Priority 1: Economy, Jobs, and Infrastructure
- Priority 2: Education, Skills Revolution, and Healthcare
- Priority 3: Integrated Human Settlements, Basic Services, and Land Release
- Priority 4: Safety, Social Cohesion and Food Security
- Priority 5: Building a Capable, Ethical and Developmental State
- Priority 6: Building a Better Africa and Better World
- Priority 7: Sustainable development for Future Generations

The strategic outcomes of the OoP are aligned to the GGT 2030 provincial outcomes:

- A skilled, capable, and developmental state.
- A growing and inclusive economy, jobs, and infrastructure.
- Inclusive quality education and healthcare and growing skills needed for the economy.
- Spatial transformation and integrated planning.
- Responsive engagements between government and the citizenry and deepened social cohesion.
- Collaborative relations between sub-national governments enhanced.
- Gauteng City Region energy sector reform.

In October 2022, the Premier pronounced five elevated priority areas for implementation towards the end of term in 2024. The Premier emphasized improvement and strengthened interventions towards the development of Townships, Informal Settlements and Hostels. The five elevated priorities are as follows: 1) Economic recovery, 2) fighting crime, vandalism, corruption, and lawlessness, 3)

Health and Wellness, 4) Improving conditions in Townships, Informational Settlements and Hostels (TISH) and 5) Strengthening the Capacity of the State to deliver services.

To achieve these provincial priorities, outcomes, interventions pronounced in GGT 2030, SOPA, and elevated priorities, the Office of the Premier requires additional strategic skills and capacities. These include research, policy development, planning, monitoring, evaluation, Knowledge Management systems and implementation, policy analysis, and coordination across government

Research, Evaluation and Knowledge Management is an integral part of the Office of the Premier to ensure evidence-based decision making. The purpose of research will be to inform policy and actions taken by government in the quest to achieve the Gauteng of our dreams. Evaluations improve programme design, implementation and assist Government to assess impact of programmes and interventions. Institutionalizing a Knowledge Management System within GPG will assist in identifying gaps in knowledge, research, and evaluations.

4. SCOPE

The panel is required to inform policy and actions taken by Government in the quest to achieve the to provide research support; coordinate and monitor, evaluate strategic and flagship programmes.

Results from the perception survey will assist the Gauteng Provincial Government (GPG) to understand the impact of its communication efforts, more importantly in relation to the public's awareness of government services and satisfaction towards Government's engagement efforts. The survey will also allow the Government to understand the perceptions of the public on Government service delivery and inform Government's policies and decision making.

The Knowledge Management (KM) service providers will be required to perform an end-to-end process of institutionalizing Knowledge Management within Gauteng Provincial Government (GPG) departments following the Department of Public Service and Administration (DPSA) KM Directive and KM Framework. This includes coordination of the KM maturity assessments for all GPG departments, the development of the implementation plan, GPG KM Strategy, GPG KM Policy and Change Management for the optimum adoption. The OoP is aiming to attract service providers of different company sizes (small to medium and large enterprises).

4.1 The Customer

Gauteng Office of the Premier

4.2 Users of the Research and Evaluation Panel

The users of the research and evaluation panel will be various business units within the Office of the Premier which include:

- Policy, Research & Advisory Services.
- Provincial Communication Services.
- Corporate Management Services; and
- Executive Stakeholder & Support Management.

4.3 Legislative Requirements

- a. Constitution of the Republic of South Africa, 1996;
- b. Public Finance Management Act No. 1 of 1999 (PFMA);
- c. Preferential Procurement Policy Framework Act No. 5 of 2000;
- d. Preferential Procurement Regulations, 2022 effective from 16 January 2023;
- e. National Evaluation Policy Framework (2019);
- f. Public Service Act;
- g. POPIA;
- h. National Evaluation Policy Framework and
- i. Other legislation relevant to government work.

5. GENERAL INFORMATION TO ALL BIDDERS

- Copies of Qualifications
- All bidders should submit Curriculum Vitae (CVs) of all project team members, specifying team roles (project manager and sector expert where required).
- All bidders should submit a company profile.

All bidders should submit a proposal that does not exceed 20 pages in length. The proposal should also include capacity development elements (building capacity of relevant government officials).

A service provider bidding for more than one focus area should submit separate proposals for each selected focus area and also align to the evaluation criteria for each of the focus areas.

Skills, expertise, resources, and research capabilities that service providers need to possess include but are not limited to the following:

- a. Comprehensive understanding of city regions.
- b. Comprehensive understanding and knowledge of the Gauteng city region.
- c. Comprehensive understanding of the Spheres of Government in South Africa.
- d. Knowledge of the PFMA, Public Service Act, POPIA, National Evaluation Policy Framework, and all other relevant legislation.

- e. Service Providers must have access to the following resources:
- Access to social and economic modelling tools.
 - Access to research databases.
 - Access to required data.
 - Statisticians; and
 - Comprehensive skills set represented in the teams.

6. REQUIREMENTS FOR GENERAL RESEARCH SERVICE PROVIDERS

6.1 Scope

Generally, the research undertaken will be aligned with the Gauteng Research Agenda, which is aligned with GGT 2030 outcomes and other provincial flagship programmes and interventions. The research projects are required to support the development of provincial plans, assess the developmental interventions, and may include socio-economic studies.

Bidders are required to identify research areas they are competent in and submit all the supporting evidence of their competency, in the form a comprehensive CVs for the Project Manager (Lead Researcher) and Key Personnel for Key Priority Areas (KPA's). Table 1 indicates the required qualification level and experience for the project manager and two team members in the research project team. Other roles can be included.

Table 1: Required Qualification Level for General Research Panel

Role	Qualification Level Required	Experience
Lead Researcher/Project Manager	Master's degree/NQF level 9 qualification specified in Table 2	5 years' or more experience in similar research areas.
Two (2) Project team members	Honours Level degree/NQF level 8 qualification specified in Table 2.	3 years' or more experience in similar research areas.

In the case where a bidder is bidding for multiple KPA's, they should submit supporting evidence for each KPA separately and clearly marked. Table 2 below illustrates the required fields of study for each KPA. Table 1 and Table 2 is only applicable to bidders that are applying to be part of the panel for **general researchers**. Bidders for general researchers will be assessed in accordance with Table 6 Table 5.

Table 2: Field of Study required per KPA (The qualifications provided are examples of requirements and similar qualifications will be accepted)

KPA 1: A SKILLED, CAPABLE AND ETHICAL DEVELOPMENTAL STATE	
RESEARCH AREAS	QUALIFICATIONS
<ul style="list-style-type: none"> ▪ Corporate Governance (Corporate Strategy) ▪ Performance Management ▪ Ethics & Integrity ▪ Talent Management ▪ Risk Management & Governance 	<ul style="list-style-type: none"> ▪ Public Administration/ Management ▪ Public Policy ▪ Political Science ▪ Developmental studies
KPA 2: ECONOMY, JOBS, AND INFRASTRUCTURE	
<ul style="list-style-type: none"> ▪ Macroeconomic studies ▪ Macroeconomic modelling 	<ul style="list-style-type: none"> ▪ Economics ▪ Public Finance ▪ Statistics
KPA 3: EDUCATION, SKILLS AND HEALTH	
<ul style="list-style-type: none"> ▪ Education ▪ Public Health Sciences & Management 	<ul style="list-style-type: none"> ▪ Education ▪ Health Sciences
KPA 4: INTEGRATED HUMAN SETTLEMENTS, BASIC SERVICES AND LAND RELEASE	
<ul style="list-style-type: none"> ▪ Infrastructure ▪ Construction ▪ Town & Regional Planning ▪ Local Government 	<ul style="list-style-type: none"> ▪ Engineering (Civil Industrial) ▪ Town & Regional Planning) ▪ Local Government and Development ▪ Public Administration/Management ▪ Local Government ▪ Finance
KPA 5: SAFETY, SOCIAL COHESION AND FOOD SECURITY	
<ul style="list-style-type: none"> • Policing • Security • Food Production/Security 	<ul style="list-style-type: none"> ▪ Safety and Security studies ▪ Social studies ▪ Agriculture
KPA 6: A BETTER AFRICA AND A BETTER WORLD	
<ul style="list-style-type: none"> • International Relations 	<ul style="list-style-type: none"> ▪ International Relations ▪ Political Science
KPA 7: SUSTAINABLE DEVELOPMENT FOR FUTURE GENERATIONS	
<ul style="list-style-type: none"> • Green Energy 	<ul style="list-style-type: none"> ▪ Energy Security &/ Renewable Energies

<ul style="list-style-type: none"> • Climate Change 	<ul style="list-style-type: none"> ▪ Environmental Sciences ▪ Sustainability Studies
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7. PERCEPTION SURVEYS

7.1 Methodology and Scope

Prospective service providers are expected to accompany their bids with detailed proposals, highlighting the appropriate methodology, sampling approaches and research tools to market research studies. The service provider will be required to conduct Gauteng citizens perception surveys for Office of the Premier.

7.2 Service Requirements for Perception Surveys

The Office of the Premier requires the appointed service provider to deliver on the following outcomes:

- Develop a research instrument in consultation with the Office of the Premier.
- Reach a large sample of respondents in their homes, enabling accurate data down to the level of metropolitan and district municipalities, with a keen focus on Priority Townships. Method for collection of data should be a mixed approach (telephonic and face-to-face)
- Focus on African middle strata/elite, black lower-middle strata/working class communities in townships, informal settlements, hostels, and backyard dwellers.
- Conduct fieldwork – data gathering.
- Analyse results from the survey.
- Compile a report (Soft copies to be delivered with a portable storage device).
- Present the results in Word and PowerPoint format; and
- Provide the Office of the Premier with the raw data after the end of the survey. A contract will be signed to this effect.

Bidders for market research/perception surveys will be assessed in accordance with Table 6.

8. REQUIREMENTS FOR PANEL OF EVALUATION

8.1 Scope

The service provider will generally be required to conduct evaluation studies in line with the Provincial Evaluation Plan and as required by provincial executive council and management. The Provincial Evaluation Plan is a guiding document and can be amended at any point in time. The evaluations studies must comply with the National Evaluation Policy Framework.

a. 2019-2024 Provincial Evaluation Plan

The 2019-2024 Gauteng Provincial Evaluation Plan coordinated by the Office of the Premier aims to commission the following evaluations during the term:

a) Governance Cluster:

- Strategy for the modernisation of the state and government.
- Data Management (ability to verify submitted data).
- Data Quality Management; and
- Mid-term and End-term evaluation review of the GGT 2030 Plan of Action.

b) Economic Cluster

- Township Economy Revitalisation Strategy.
- Trade and Investment Strategy.
- Tshepo 1Million Programme.
- Gauteng Mining Strategy.
- ICT (Broadband network) Policy/Strategy.
- Implementation of the 25 Year Integrated Transport Master Plan.
- 20 Year Agrotropolis Master Plan for GCR; and
- Gauteng Infrastructure Investment Master Plan (GIIMP) including social and economic infrastructure projects.

c) Social Cluster

- Accelerated Social Transformation Policy.
- Transformation Strategy.
- Mega Human Settlements.
- Anti-Land Invasion Strategy.
- District Service Delivery Model.
- Policy on Water and Energy Security.
- Social Cohesion Strategy.
- Urban Poverty and Inequality Elimination Strategy.
- Gauteng Province GBV Response Plan.
- Anti- Substance abuse strategy 2019-2024; and

- Gauteng Safety Strategy.

The studies that will be undertaken during the term are not limited to the above list as organisational requirements will dictate the evaluation studies required. Terms of reference will be published to all panel members as-and-when the work is required.

Bidders for monitoring and evaluation will be assessed in accordance with Table 7.

9. REQUIREMENTS FOR KNOWLEDGE MANAGEMENT SERVICE PROVIDERS

9.1 Background Information and Rationale

The Gauteng Office of the Premier (OoP) seeks to appoint a service provider that specialises in Knowledge Management and Change Management practices. The service providers need to state clearly in their submission cover letter which of the KM practices and artifacts they specialise in as well as an example of previous KM projects completed.

The Knowledge Management service providers will be required to perform an end-to-end process of institutionalizing Knowledge Management within the Gauteng Provincial Government (GPG) departments following the Department of Public Service and Administration (DPSA) Knowledge Management Directive and Knowledge Management framework.

The deliverables for KM Implementation include:

- The coordination of the KM maturity assessments and reports for all GPG departments,
- Continuous knowledge audits within departments,
- The development of the implementation plan,
- The development of the GPG KM Strategy,
- The development of GPG KM Policy,
- Development of the Change Management framework and advocacy (including knowledge sharing sessions) for the optimum adoption,
- Continuous facilitation of the awareness campaigns,
- Develop a detailed KM training plan for KM Practitioners,
- Provide KM training to the KM Practitioners,
- Formation of GPG KM forums and development of the Knowledge Management forums' Terms of References to provide guidance.

The OoP is aiming to attract service providers of different company sizes (small to medium and large enterprises).

9.2 The Scope

The following provides an overview of some of the projects required for KM management within the province. However, the list is not exhaustive.

- **Knowledge Management Advocacy & Training**
Awareness campaigns to onboard the officials within the province on Knowledge Management practices. Development of a communication to set the ground for effective KM Implementation. Awareness campaign strategy to follow when generating awareness and a change plan for adoption. Development of a Knowledge Management Training plan and guides for all the KM practitioners within GPG. KM training to be provided on a continuous basis, as-and-when new KM practitioners are appointed.
- **Knowledge Management Maturity Assessments**
Coordination of broad Knowledge Management maturity assessment for GPG departments to understand and highlight where critical knowledge resides, identify the gaps (areas where additional knowledge is needed) as well as identify the effectiveness of how knowledge is currently shared in the Departments.
- **Knowledge Management Strategy and Implementation Plan**
Development of a GPG-wide Knowledge Management Policy and Strategy, Implementation Plan
- **Knowledge Management Change Management Framework**
Development of a Change Management Framework to assist the officials with understanding and managing the different aspects and stages of the change Knowledge Management practices carries, such as the culture, people, processes, and outcomes involved.
- **Knowledge Base Development:** Building and maintaining a knowledge base for customer citizens support and employee training. The knowledge base should be kept up to date and user-friendly.
- **Content Creation:** Creating content like articles, videos, and tutorials for knowledge sharing.
- **Data Entry and Information Extraction:** Transcribing handwritten documents, digitizing archives, and extracting valuable information from various sources.
- **Knowledge audits:** To audit the file plans of departments and compliance to ISO standards.

All service providers should demonstrate experience in the following skills and areas:

- Communication
- Facilitation skills
- Project Management skills

Bidders for Knowledge Management will be assessed in accordance with Table 8.

10. DURATION, CONTRACT, AND PROJECT MANAGEMENT

The contract Panel of Research, Monitoring and Evaluation, Market Research and Knowledge Management service providers duration period will run for a period of three (3) years.

The Research, Monitoring and Evaluation, Market Research and Knowledge Management service providers will be required to enter into a contract with the Office of the Premier to ensure the fulfilment of provision of Research and Evaluations including Knowledge Management. The contract will include inter alia payment of every purchase order of each Research, Knowledge Management and Evaluation to ensure that payment is linked to specified research and evaluation services.

The successful Research, Monitoring and Evaluation, Market Research and Knowledge Management service providers will also be required to appoint a designated Project Manager who will liaise and consult with the OoP regarding the project over and above the master GPG SLA, each Research and Evaluation service provider will sign a service level agreement with the OoP.

The service provider's performance will be monitored and recorded, and non-performing service provider/s contract will be cancelled and removed from the list of the appointed panel of Research and Evaluation service providers. Research, Monitoring and Evaluation, Market Research and Knowledge Management service providers will be issued with a new purchase order for each RFQ appointed for.

10.1 Monitoring and Evaluation of the Research and Evaluation Project

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

Constant or regular monitoring and evaluation of performance and adherence to acceptable Research and Evaluation will be done by the Project Manager. The

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

The successful bidders will be monitored and evaluated utilising the results-based on management approach on five key elements to determine return on investment and SLA. Monitoring, Evaluation and Reporting – A Service Level Agreement with the successful bidders will also monitor performance over and above service obligations.

11. THE CONTENT OF PROPOSAL SUBMISSION

The proposals must be submitted according to the following format:

- Section 1: Covering letter (including contact details of the bidder). Indicate which panel the bidder is applying for (research/monitoring and evaluation/market research/knowledge management)
- Section 2: Interpretations of the brief and scope of work
- Section 3: Project team and professional role / task and Comprehensive Curriculum Vitae of each project team leader and members. This should include qualifications, skills, and experience as well as contactable references of each member of the team.
- Section 4: Summary of company profile, including ownership and management structure, company experience and expertise in the related field(s) and any other work relevant to this assignment, including the company mentorship to other emerging companies.

N.B. Refer to Functionality Criteria of each speciality for more Supporting information and any other relevant information and documents required.

12. GENERAL CONDITIONS

12.1 The RFP Pack

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

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

12.2 Price Structure

The purpose of this bid is to create a pre-qualified list/panel of Research, Perception Surveys and Evaluation, Knowledge Management service providers for a period of three (3) years, therefore pricing will be requested on an as-and-when needed basis per a specific RFQ. The contract will be awarded (as-and-when OOP request quotations from Service Providers) in terms of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). The 80/20 Preference Point System will be used to evaluate future proposals.

13. INVOICING

The service providers are requested to register on the GPG E-Invoicing to avoid delays in payment.

14. EVALUATION METHODOLOGY

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

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

- **Stage 1A:** Administrative Compliance
- **Stage 1B:** Functionality/Technical Evaluation Criteria
- **Stage 2:** Preference Point System

STAGE 1A: ADMINISTRATIVE COMPLIANCE

- During this stage bid documents will be reviewed to determine the compliance with SCM returnable, tax matters and whether Central Supplier Database (CSD) report has been submitted with this bid document at the closing date and time of the bid.
- The bid proposal will be screened for compliance with administrative requirements as indicated below:

Table 3: Mandatory documents for Administrative Evaluation Compliance

No	Administrative Requirements	Check/Compliance	YES/NO
1	SBD 1 – Invitation to Bid	Complete and sign the supplied form/document	
2	SBD 4 – Bidder's Disclosure	Complete and sign the supplied form/document	
3	POPI ACT personal information processing form (compliance with POPI ACT)	Complete and sign the supplied form/document.	
4	Company Profile/Brochure	Provided the company profile/brochure	

NB: Bidders that do not comply with the above Mandatory requirements outlined in Table 3, shall be ELIMINATED, DISQUALIFIED, and shall not be shortlisted for further Evaluation Processes.

Table 4: Other required documents

No	Documents that must be submitted	Check/Compliance
1	Valid B-BBEE Certificate issued by a South African National Accredited System Verification Agency	Companies that are not EMEs QSEs that are less than 51% black owned.
2	Valid Consolidated SANAS accredited B-BBEE Certificate	Consolidated B-BBEE Certificates (In the event of a trust, consortium or joint venture)
3	Valid Sworn Affidavit attested to by a Commissioner of Oaths	Companies that are EMEs QSEs that are more than 51% black owned
4	JV or a consortium agreement (where applicable) – already listed under administrative compliance	Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service provider must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.
5	Valid SARS Tax Compliance Status (PIN)	This information will be used to verify the tax compliance status of service provider.
6	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit

No	Documents that must be submitted	Check/Compliance
		https://secure.csd.gov.za/ to obtain the Supplier Number. Bidders must be registered prior to appointment. Submit proof of registration.
7	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific goals
8	Company Registration Documents	Certificates obtainable from Companies and Intellectual Property Commission (CIPC);

FUNCTIONALITY/TECHNICAL REQUIREMENTS

STAGE 1B: FUNCTIONALITY/DESKTOP EVALUATION

- Only bid proposals that meet Table 3: Mandatory documents for Administrative Evaluation Compliance criterion will qualify/are eligible for evaluation on functionality criteria.
- The functionality evaluation is made up of a desktop evaluation of assessing the evidence submitted by bidders.
- The minimum qualifying score for functionality evaluation is 70 points out of 100

TABLE 5: Functionality/Technical Evaluation Criteria for General Research Service Providers

No	Criteria	Sub-criteria	Breakdown of Points	Total points
1.	Qualifications – Project Manager	Project Manager has the required qualification for the KPA area	<p>10 points = NQF level 9 qualification in any of the fields listed Table 2. This should be linked with Key Priority Areas and Research Areas.</p> <p>5 points = NQF level 8 qualification in any of the fields listed Table 1. This should be linked with Key Priority Areas and Research Areas.</p> <p>0 points = Team does not have relevant qualifications</p>	10
2.	Qualifications – Research Team Members	First Team Member: Team Member must have the required qualification for the KPA area	<p>10 points = NQF level 8 qualification in any of the fields listed Table 2. This should be linked with Key Priority Areas and Research Areas.</p> <p>5 points = NQF level 7 qualification in any of the fields listed Table 1. This should be linked with Key Priority Areas and Research Areas.</p> <p>0 points = Team does not have relevant qualifications</p>	10
		Second Team Member: Team Member must have the required qualification for the KPA area	<p>10 points = NQF level 8 qualification in any of the fields listed Table 2. This should be linked with Key Priority Areas and Research Areas.</p> <p>5 points = NQF level 7 qualification in any of the fields listed Table 1. This should be linked with Key Priority Areas and Research Areas.</p> <p>0 points = Team does not have relevant qualifications</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total points
3.	Experience of Project Manager/Lead Researcher	Lead researcher/Project Manager has attached CV indicating experience in similar research areas	<p>20 points = Comprehensive CV of the Project Manager/Lead Researcher, with 5 years' or more experience in similar research areas as per each KPA applied for.</p> <p>10 points = Comprehensive CV of the Lead Researcher, with 3 years' to less than 5 years' experience in similar research areas as per each KPA applied for.</p> <p>5 points = Comprehensive CV of the Lead Researcher, with less than 3 years' of experience in similar research areas as per each KPA applied for.</p> <p>0 points = No experience in similar research areas</p>	20
4.	Experience team member	First Team Member: Team Member has attached CV indicating experience in similar research areas	<p>10 points = Comprehensive CV of the Lead Researcher, with 3 years' or more experience in similar research areas as per each KPA applied for.</p> <p>5 points = Comprehensive CV of the Lead Researcher, with less than 3 years' experience in similar research areas as per each KPA applied for.</p> <p>0 points = No experience in similar research areas</p>	10
5.		Second Team Member: Team Member has attached CV indicating experience in similar research areas	<p>10 points = Comprehensive CV of the Lead Researcher, with 3 years' or more experience in similar research areas as per each KPA applied for.</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total points
			5 points = Comprehensive CV of the Lead Researcher, with less than 3 years' experience in similar research areas as per each KPA applied for. 0 points = No experience in similar research areas	
6.	Samples	Provide research reports related to research areas listed on Table 2 or any other government policies/ programmes/services which demonstrate knowledge of research methodology and ability to systematically gather, document, analyse, and synthesise relevant evidence, data, and information from potential research areas.	10 points = Three (3) research reports provided 5 points = Two (2) research reports provided 3 points = One (1) research report provided 0 points = No research reports provided	10
7.	Company References	Company has provided reference letters in the company letterhead with contactable details where research projects/studies have been conducted by the company previously.	20 points = Five (5) reference letters on referee letterhead with contactable references provided 10 points = Three - Four (3-4) reference letters on referee letterhead with contactable references provided 5 points = One - Two (1-2) reference letters on referee letterhead with contactable references provided 0 points = No references provided	20

NOTE: The threshold for this part of the evaluation is 70 points out of 100 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation

TABLE 6: Functionality/Technical Evaluation Criteria for Market Research/ Perception Surveys Service Providers

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
1.	Quality of Proposal	<p>The submitted proposal demonstrates has following elements covered:</p> <ul style="list-style-type: none"> • Design and methodology approach • Justification of the methodology • Proposed research instruments • Work Plan • Sampling approach • Segmentation according to regions, dwelling types, child and women headed homes <p><i>The list above is not exhaustive but is minimum requirement. All other sampling matters should be considered.</i></p>	<p>30 points = Proposal covers all areas mentioned in the sub-criteria</p> <p>20 points = Proposal covers four (4) of the areas mentioned in the sub-criteria</p> <p>10 points = Proposal covers three (3) of the areas mentioned in the sub-criteria</p> <p>5 points = Proposal covers two (2) of the areas mentioned in the sub-criteria</p> <p>0 points = Proposal does not cover any of the areas mentioned in the sub-criteria</p>	30
2.	Qualifications	<p>Team composition has Social Sciences qualifications at an honours level, NQF level 8:</p> <ul style="list-style-type: none"> • Social Sciences (compulsory) 	<p>20 points = Team has a Social Sciences qualification at NQF level 8</p> <p>10 points = Team has a social sciences degree, NQF level 7</p> <p>0 points = Team does not have relevant qualifications</p>	20
3.	Experience	Team has experience in undertaking market research/perception surveys	20 points = Team has 6 years' or more experience in undertaking market research	20

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
			<p>10 points = Team has 3 years' to less than 6 years' experience in undertaking market research</p> <p>5 points = Team has less than 3 years' experience in undertaking market research</p> <p>0 points = Team has no experience in undertaking market research</p>	
4.	Survey Sizes	Team should provide a list with previous survey projects, including method of distribution of survey and survey sample size.	<p>20 points = Survey samples size of 1500 or more</p> <p>10 points = Survey samples size of 600 to less than 1500</p> <p>5 points = Survey samples size of less than 600</p> <p>0 points = No samples provided</p>	20
5.	Company References	Company has provided reference letters from previously undertaken market research survey projects on referee's letterhead with contactable details.	<p>10 points = Four (4) reference letters on referee letterhead with contactable references provided</p> <p>5 points = Three (3) reference letters on referee letterhead with contactable references provided</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
			3 points = Less than three (3) reference letters on referee letterhead with contactable references provided 0 points = No reference letters provided	

NOTE: The threshold for this part of the evaluation is 70 points out of 100 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation

Table 7: Functionality/Technical Evaluation Criteria for Monitoring and Evaluation Service Providers (& Emerging Evaluators)

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
1.	Quality of Proposal	<p>The submitted proposal demonstrates understanding of Theory-Based Evaluations with the following elements covered:</p> <ul style="list-style-type: none"> • Understanding of Theory-Based Evaluations • Development of monitoring and evaluations frameworks, with evidence of having utilised (Theory-Based logic • Understanding applicable government guidelines and prescripts • Results-based management and the Outcomes Approach 	<p>20 points = Proposal covers all areas mentioned in the sub-criteria</p> <p>10 points = Proposal covers two (2) areas mentioned in the sub-criteria</p> <p>0 points = Proposal does not cover any of the areas mentioned in the sub-criteria</p>	20

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
2.	Qualifications	Lead evaluator/Project Manager must have NQF Level 9 Monitoring and Evaluation qualification	<p>10 points = Lead evaluator/Project Manager has a Monitoring and Evaluation qualification at NQF level 9</p> <p>5 = Lead evaluator/Project Manager has a Monitoring and Evaluation qualification at NQF level 8</p> <p>0 points = Team does not have relevant qualifications</p>	10
3.	Team Member Qualification	First Team Member: Team member has qualifications in the following academic areas at a Honour's level, NQF level 8: <ul style="list-style-type: none"> • Statistics • Social Sciences, • Development Studies, • Political Science, • Public Administration Management, • Public Policy 	<p>10 points = Team member has of the listed qualifications in sub-criteria at NQF Level 8</p> <p>5 points = Team has any 2 of the listed qualifications at NQF Level 7</p> <p>0 points = Team does not have relevant qualifications</p>	10
		Second Team Member: Team member has qualifications in the following academic areas at a Honour's level, NQF level 8: <ul style="list-style-type: none"> • Statistics • Social Sciences, • Development Studies, • Political Science, • Public Administration Management, • Public Policy 	<p>10 points = Team member has of the listed qualifications in sub-criteria at NQF Level 8</p> <p>5 points = Team has any 2 of the listed qualifications at NQF Level 7</p> <p>0 points = Team does not have relevant qualifications</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
4.	Lead Evaluator Experience	Lead Evaluator/ Project Manager has attached CV indicating experience in monitoring and evaluation	<p>10 points = Comprehensive CV of the Project Manager/Lead Evaluator, with 5 years' or more experience in monitoring and evaluation</p> <p>5 points = Comprehensive CV of the Project Manager/Lead Evaluator, with 3 years' to less than 5 years' experience in monitoring and evaluation</p> <p>3 points = Comprehensive CV of the Project Manager/Lead Evaluator, with less than 3 years' experience in monitoring and evaluation</p> <p>0 points = No experience in similar research areas</p>	10
5.	Experience Team Members	First Team Member: Team Member has attached CV indicating experience in monitoring and evaluation	<p>10 points = Comprehensive CV of the team member, with 3 years' or more experience in monitoring and evaluation</p> <p>5 points = Comprehensive CV of the team member, with less than 3 years' experience in monitoring and evaluation</p> <p>0 points = No experience in monitoring and evaluation</p>	10
		Second Team Member: Team Member has attached CV indicating experience in monitoring and evaluation	<p>10 points = Comprehensive CV of the team member, with 3 years' or more experience in monitoring and evaluation</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
			5 points = Comprehensive CV of the team member, with less than 3 years' experience in monitoring and evaluation 0 points = No experience in monitoring and evaluation	
6.	Report Writing	Team is to provide samples of evaluation reports and or monitoring frameworks developed	10 points = Three relevant samples provided 5 points = Two relevant samples provided 3 points = One sample provided 0 points = No samples provided	10
7.	Company References	Company has provided reference letters from previously undertaken monitoring and evaluation projects on referee's letter head with contactable details.	10 points = Three (3) reference letters on referee letterhead with contactable references provided 5 points = One – Two (1-2) reference letters on referee letterhead with contactable references provided 0 points = No references provided	10

NOTE: The threshold for this part of the evaluation is 70 points out of 100 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation

Table 8: Functionality Evaluation Criteria for Knowledge Management Experts

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
1.	Quality of Proposal	<p>The submitted proposal demonstrates understanding of Knowledge Management (KM) with the following elements covered:</p> <ul style="list-style-type: none"> • KM in public sector, legislation, and regulatory prescripts • Applicable frameworks for Knowledge Management • Change Management approach for KM • Project implementation approach for KM 	<p>20 points = Proposal covers all areas mentioned in sub-criteria</p> <p>10 points = Proposal covers 50% of areas mention in sub-criteria</p> <p>0 points = Proposal does not cover any of the areas mentioned in the sub-criteria</p>	20
2.	Project Manager Qualifications	Project Manager has qualifications in Knowledge Management at a Masters level, NQF level 9	<p>20 points = Project Manager has qualifications in Knowledge Management at a Masters level, NQF level 9</p> <p>10= Project Manager has qualifications in Knowledge Management at a Masters level, NQF level 8</p> <p>0 points = Project Manager does not have relevant qualifications</p>	20
3.	Team Member qualifications	<p>Team Member has qualifications in any of the following:</p> <ul style="list-style-type: none"> • Knowledge Management (compulsory) • Information Science, • Information Technology, • Data Scientist • Public Administration management, 	<p>10 points = Team Member has qualifications in any area in sub-criteria at an Honours level, NQF level 8</p> <p>5 points = Team Member has qualifications in Knowledge Management at a Degree level, NQF level 7</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
		<ul style="list-style-type: none"> Honours in Business Administration Change Management Monitoring and evaluation, 	0 points = Team member does not have relevant qualifications	
4.	Team Leader/Project Manager Experience	Team Leader/Project Manager has attached CV indicating experience in Knowledge Management	<p>20 points = Comprehensive CV of the Project Manager/Team Leader, with 5 years' or more experience in Knowledge Management</p> <p>10 points = Comprehensive CV of the Project Manager/ Team Leader, with 3 years' to less than 5 years' experience in Knowledge Management</p> <p>0 points = No experience in Knowledge Management</p>	20
5.	Team Member Experience	Team Member has attached CV indicating experience in Knowledge Management	<p>10 points = Comprehensive CV of the team member, with 3 years' or more experience in Knowledge Management</p> <p>5 points = Comprehensive CV of the team member, with less than 3 years' experience in Knowledge Management</p> <p>0 points = No experience in Knowledge management</p>	10
6.	Knowledge Management artifacts documentation	<p>Team is to provide samples of KM artefacts completed which can include:</p> <ul style="list-style-type: none"> KM Strategy KM Policy 	<p>10 points = Three (3) relevant samples provided</p> <p>5 points = Two (2) relevant samples provided</p>	10

No	Criteria	Sub-criteria	Breakdown of Points	Total Points
		<ul style="list-style-type: none"> • KM implementation plan • KM maturity assessment • KM Training Manual The above list is not exhaustive	3 points = One (1) relevant sample provided 0 points = No relevant samples provided	
7.	Company References	Company has provided reference letters from previously undertaken KM projects on referee's letter head with contactable details.	10 points = Three (3) reference letters on referee letterhead with contactable references provided 5 points = Two (2) reference letters on referee letterhead with contactable references provided 3 points = One (1) reference letter on referee letterhead with contactable references provided 0 points = No reference letters provided	10

NOTE: The threshold for this part of the evaluation is 70 points out of 100 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

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

STAGE 2: PREFERENCE POINTS

- In terms of Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement Guide of 2022, responsive bids will be adjudicated on the applicable point system.
- The applicable preference point system for this tender is the 80/20 Preference Point System.
- In terms of 80/20 points system, points are awarded to bidders on the basis of Specific Goals. Points will not be awarded to pricing as pricing will be requested from established prequalified list of General Research, Market Research, Monitoring & Evaluation and Knowledge Management Service Providers as-and-when required per specific product.

Preference Points breakdown:

AREA	POINTS
Price	0.00
Specific Goals	20

A tenderer must submit applicable returnable documents as stipulated below to be awarded.

Specific Goals	Points	Evidence required	Suppliers Points Claimed (points will be verified)
South African owned Entities	20	Certified Identity document copy /Certified copy of the B-BBEE certificate/ Valid Sworn Affidavit/ CIPC documents	
TOTAL	20		

- Bidders must complete and sign the SBD 6.1 to claim points, failure to submit a duly completed and signed SBD 6.1 will result in the bidder forfeiting the allocated points.
- A tenderer failing to submit supporting documents for the specified goal/s as per the above Table will not be disqualified but shall score 0 (zero) points out of 20 (twenty) for a specific goal/s.

15. PROPOSAL SUBMISSIONS

The service provider must submit a hard copy proposal and supporting documentation and may also submit a softcopy in a CD/USB envelope clearly marked: “appointment of a pre-qualified list of service providers who specialise in General Research, Market Research, Monitoring & Evaluation and Knowledge Management for a fixed period of three (3) years.

The Office of the Premier reserves the right to accept or reject any proposal or parts thereof in accordance with PPR of 2022. The Office of the Premier further reserves the right not to appoint any of the service providers who submitted tender proposals.

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

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

16. NON - COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (online, Microsoft Teams) for this tender will be held on the 22 December 2023 from 10h00 to 11h30. Click on below Microsoft Link to join the briefing session.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_M2VjZDNIYjEtOGJkMy00MjQyLTgzNmEtNGRiZTQ3ZTU4YzQ5%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%225480a34d-1544-46e2-b78e-0fe8c6e3cadf%22%7d

17. CONTACT DETAILS

Enquiries

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to **Ms Roshini Amrani: Gauteng Provincial Treasury, Email Address:** Roshini.Amrani@gauteng.gov.za, **Tel no.** (011) 355 6000

Technical/Content enquiries: Content-related enquiries should be directed to **Ms Kutala Pangwa:** Office of the Premier: Kutala.Pangwa@gauteng.gov.za **Tel no.** (011) 298 5692



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.


b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	PREFERENCE POINTS CLAIM FORM	Page: 1 of 7

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

[TICK APPLICABLE BOX]

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	20

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



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PREFERENCE POINTS CLAIM FORM

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20**or****90/10**

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20**or****90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



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PREFERENCE POINTS CLAIM FORM

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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, 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—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) 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,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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PREFERENCE POINTS CLAIM FORM

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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)



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PREFERENCE POINTS CLAIM FORM

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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

<input type="checkbox"/>	Partnership/Joint Venture / Consortium
<input type="checkbox"/>	One-person business/sole propriety
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Public Company
<input type="checkbox"/>	Personal Liability Company
<input type="checkbox"/>	(Pty) Limited
<input type="checkbox"/>	Non-Profit Company
<input type="checkbox"/>	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



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PREFERENCE POINTS CLAIM FORM

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- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	



Provincial Supply Chain Management

CONTRACT FORM - RENDERING OF SERVICES

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SBD 7.2

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as.....
accept your bid under reference numberdated.....for the rendering of services
indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of
the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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)