


|                                                                                                                                                                                                                                                                             |          |                                                                         |          |  |                                   |             |             |  |          |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-------------------------------------------------------------------------|----------|--|-----------------------------------|-------------|-------------|--|----------|--|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA                                                                                                                |          | <h1 style="text-align: center;">Provincial Supply Chain Management</h1> |          |  |                                   |             |             |  |          |  |
|                                                                                                                                                                                                                                                                             |          | Request for Proposal                                                    |          |  |                                   | Page 1 of 3 |             |  |          |  |
| <b>RFP NUMBER</b>                                                                                                                                                                                                                                                           |          |                                                                         |          |  |                                   |             |             |  |          |  |
| <b>RFP DESCRIPTION</b>                                                                                                                                                                                                                                                      |          |                                                                         |          |  |                                   |             |             |  |          |  |
| <b>CUSTOMER DEPARTMENT</b>                                                                                                                                                                                                                                                  |          |                                                                         |          |  |                                   |             |             |  |          |  |
| <b>CUSTOMER INSTITUTION</b>                                                                                                                                                                                                                                                 |          |                                                                         |          |  |                                   |             |             |  |          |  |
| <b>BRIEFING SESSION</b>                                                                                                                                                                                                                                                     | <b>Y</b> |                                                                         | <b>N</b> |  | <b>SESSION COMPULSORY</b>         |             | <b>Y</b>    |  | <b>N</b> |  |
|                                                                                                                                                                                                                                                                             |          |                                                                         |          |  | <b>SESSION HIGHLY RECOMMENDED</b> |             | <b>Y</b>    |  | <b>N</b> |  |
| <b>BRIEFING VENUE</b>                                                                                                                                                                                                                                                       |          |                                                                         |          |  | <b>DATE</b>                       |             | <b>TIME</b> |  |          |  |
| <b>COMPULSORY SITE INSPECTION</b>                                                                                                                                                                                                                                           | <b>Y</b> |                                                                         | <b>N</b> |  | <b>DATE</b>                       |             | <b>TIME</b> |  |          |  |
| <b>INSPECTION ADDRESS</b>                                                                                                                                                                                                                                                   |          |                                                                         |          |  |                                   |             |             |  |          |  |
| <b>TERM AGREEMENT CALLED FOR?</b>                                                                                                                                                                                                                                           | <b>Y</b> |                                                                         | <b>N</b> |  | <b>TERM DURATION</b>              |             |             |  |          |  |
| <b>CLOSING DATE</b>                                                                                                                                                                                                                                                         |          |                                                                         |          |  | <b>CLOSING TIME</b>               |             |             |  |          |  |
| <b>TENDER BOX LOCATION</b>                                                                                                                                                                                                                                                  |          |                                                                         |          |  |                                   |             |             |  |          |  |
| GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01. |          |                                                                         |          |  |                                   |             |             |  |          |  |

### Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:  
**Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg**
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 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

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

### Training sessions

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



# Provincial Supply Chain Management

**Request for Proposal**
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| SUPPLIER INFORMATION                                                                                                                                                  |                                                                                      |  |                                                                          |      |                                                                                                          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|------|----------------------------------------------------------------------------------------------------------|
| COMPANY NAME                                                                                                                                                          |                                                                                      |  |                                                                          |      |                                                                                                          |
| NAME OF BIDDER                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| POSTAL ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| STREET ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| TELEPHONE NUMBER                                                                                                                                                      | CODE                                                                                 |  | NUMBER                                                                   |      |                                                                                                          |
| CELLPHONE NUMBER                                                                                                                                                      |                                                                                      |  |                                                                          |      |                                                                                                          |
| FACSIMILE NUMBER                                                                                                                                                      | CODE                                                                                 |  | NUMBER                                                                   |      |                                                                                                          |
| E-MAIL ADDRESS                                                                                                                                                        |                                                                                      |  |                                                                          |      |                                                                                                          |
| VAT REGISTRATION NUMBER                                                                                                                                               |                                                                                      |  |                                                                          |      |                                                                                                          |
| SUPPLIER COMPLIANCE STATUS                                                                                                                                            | TAX COMPLIANCE SYSTEM PIN:                                                           |  | CENTRAL SUPPLIER DATABASE No:                                            | MAAA |                                                                                                          |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE                                                                                                                          | TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |      | [TICK APPLICABLE BOX]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No                    |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                      |  |                                                                          |      |                                                                                                          |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF]   |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09] |

|                                                |  |             |  |
|------------------------------------------------|--|-------------|--|
| <b>SIGNATURE OF BIDDER</b>                     |  | <b>DATE</b> |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b> |  |             |  |

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



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# 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:**

|                         |  |
|-------------------------|--|
| <b>DEPARTMENT</b>       |  |
| <b>CONTACT PERSON</b>   |  |
| <b>TELEPHONE NUMBER</b> |  |
| <b>FACSIMILE</b>        |  |
| <b>E-MAIL ADDRESS</b>   |  |

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

|                         |  |
|-------------------------|--|
| <b>DEPARTMENT</b>       |  |
| <b>CONTACT PERSON</b>   |  |
| <b>TELEPHONE NUMBER</b> |  |
| <b>FACSIMILIE</b>       |  |
| <b>E-MAIL ADDRESS</b>   |  |

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

|                       |          |  |          |  |                        |          |  |          |  |                         |          |  |          |  |
|-----------------------|----------|--|----------|--|------------------------|----------|--|----------|--|-------------------------|----------|--|----------|--|
| <b>SERVICE BASED</b>  | <b>Y</b> |  | <b>N</b> |  | <b>TERM BASED TYPE</b> | <b>Y</b> |  | <b>N</b> |  | <b>VALUE BASED TYPE</b> | <b>Y</b> |  | <b>N</b> |  |
| <b>VALUE BASED</b>    | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |
| <b>QUANTITY BASED</b> | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |
| <b>TERM BASED</b>     | <b>Y</b> |  | <b>N</b> |  |                        |          |  |          |  |                         |          |  |          |  |



# Provincial Supply Chain Management

**RFP Point System**
**Page 1 of 1**

|                        |  |                     |  |
|------------------------|--|---------------------|--|
| <b>RFP NUMBER</b>      |  | <b>CLOSING DATE</b> |  |
| <b>VALIDITY OF RFP</b> |  | <b>CLOSING TIME</b> |  |

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

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

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

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

This RFP will be evaluated on the basis of **Preferential Procurement Regulation, 2022** pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

## Point System

Points SHALL be allocated as follows:

Points for

Points for

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



# Provincial Supply Chain Management

## Instructions to Bidders

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.

|                                                                                                                                                                       |                                             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--|
|  <p><b>GAUTENG PROVINCE</b><br/>PROVINCIAL TREASURY<br/>REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> |  |
| <h2>Bidder's Disclosure</h2>                                                                                                                                          | <h2>Page 1 of 3</h2>                        |  |

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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


|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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



|                                                                                                                                                              |                                             |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------|
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|                                                                                                                                                              | <h2>Bidder's Disclosure</h2>                | <h2>Page 2 of 3</h2> |

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

2.2.1 If so, furnish particulars:

|  |
|--|
|  |
|--|

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

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

2.3.1 If so, furnish particulars:

|  |
|--|
|  |
|--|


### 3. DECLARATION

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

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
 Filename:RFP4GPT (SBD4)



|                                                                                                                                                              |                                             |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|--------------------|
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|                                                                                                                                                              | <b>Bidder's Disclosure</b>                  | <b>Page 3 of 3</b> |

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.

|                  |  |                       |  |
|------------------|--|-----------------------|--|
| <b>Signature</b> |  | <b>Date</b>           |  |
| <b>Position</b>  |  | <b>Name of Bidder</b> |  |



**GAUTENG PROVINCE**  
 PROVINCIAL TREASURY  
 REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management


**Special Conditions**

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|                             |  |
|-----------------------------|--|
| <b>RFP NUMBER</b>           |  |
| <b>RFP DESCRIPTION</b>      |  |
| <b>CUSTOMER DEPARTMENT</b>  |  |
| <b>CUSTOMER INSTITUTION</b> |  |

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

|                |                                                                                                                                     |                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Samples</b> | <b>SABS /Equivalent Certificate</b><br>May not be older than one (1) year, the cost of which will be for the account of the bidder. | <b>Bidders Briefing Session</b> |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|

|                                                                                                                                                                       |                                             |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------|
|  <p><b>GAUTENG PROVINCE</b><br/>PROVINCIAL TREASURY<br/>REPUBLIC OF SOUTH AFRICA</p> | <h1>Provincial Supply Chain Management</h1> |             |
|                                                                                                                                                                       | <h2>Special Conditions</h2>                 | Page 2 of 3 |

## 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 |
|----------------------------|--------|
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
| <b>TOTAL</b>               |        |


**NOTE:** Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

### Stage 2

| Criteria for Price and Specific Goals | Points     |
|---------------------------------------|------------|
| Bid Price                             |            |
| Specific Goals                        |            |
| <b>TOTAL</b>                          | <b>100</b> |

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

- Stage One–
- Stage Two–

|                                                                                                                                                              |                                             |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------|
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|                                                                                                                                                              | <b>Special Conditions</b>                   | Page 3 of 3 |

## 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 <sup>st</sup> Quarter | 2 <sup>nd</sup> Quarter | 3 <sup>rd</sup> Quarter | 4 <sup>th</sup> Quarter |
| Year 1                               |                   |                        |                         |                         |                         |                         |
| Year 2                               |                   |                        |                         |                         |                         |                         |
| Year 3                               |                   |                        |                         |                         |                         |                         |
| Year 4                               |                   |                        |                         |                         |                         |                         |
| Year 5                               |                   |                        |                         |                         |                         |                         |



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## TERMS OF REFERENCE

**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

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## **BACKGROUND**

Request for proposal for establishment of a Project Management Unit (PMU) in the GDE to manage the building of the Eighteen (18) new schools for a fixed period of three 3 years. The Project Management Unit (PMU) is intended to support the GDE in managing the programme through three dedicated Clusters Managers.

The GDE intends to appoint three (3) service providers that will manage three (3) clusters which will have six schools each from the 15 districts. The PMU must be strategically and efficiently capacitated with experienced experts in their respective professions, and only Bidders with the required multidisciplinary skills (as required in this RFP) and capacity to constitute such PMU need apply for all schools. The schools are located within the fifteen (15) GDE districts in the Province.

### **1. LEGAL FRAMEWORK**

The following Legislative Framework will be applicable:

- a) Constitution of Republic of South Africa, Act No. 108 Of 1996 as amended
- b) National Treasury Regulations 2022
- c) Public Finance Management Act No. 1 of 1999 as amended
- d) Preferential Procurement Policy Framework Act No. 5 of 2000 as amended
- e) Broad Based Black Economic Empowerment Act No. 53 Of 2003 as amended
- f) South African Schools Act No. 84 of 1996 as amended
- g) The Electronic Communications Act 36 of 2005
- h) The Promotion of Administrative Justice Act No. 3 of 2000 as amended
- i) Promotion of Access to Information Act No 2 of 2000 as amended
- j) Skills Development Act 97 of 1998 as amended
- k) Protection of Personal Information Act 4 of 2013 as amended
- l) Public Service Act 103 of 1994, as amended
- m) Gauteng Schools Educations Act 6 of 1995, as amended
- n) Disaster Management Act 57 of 2002 as amended
- o) Occupational Health and Safety Act No. 85 of 1993 as amended
- p) National Building Regulation and building standards Act, 103 of 1977 as amended
- q) Council for the Built Environment, Act 44 of 2000 as amended.
- r) National Environmental Management Act 107 of 1998, as amended.



## **2. PROJECT BRIEF**

The Gauteng Department of Education (GDE) is faced with an enormous challenge to provide educational infrastructure conducive to the delivery of quality teaching and learning. The conventional mode of providing education infrastructure is not able to cope with the ever-growing demand in the Gauteng Province.

### **2.1 The appointed PMU will be responsible to oversee the 18 new schools in the following categories:**

- a. Replacement of two (2) asbestos schools with permanent brick and mortar in the province in terms of the provisions of the "Regulations Relating to the Minimum Uniform Norms and Standards for Public School Infrastructure" (November 2013).
- b. Replacement of seven (7) dilapidated and incomplete "temporary" mobile schools with permanent "brick and mortar" schools with all the minimum required facilities like laboratories, kitchens, administration blocks, sports fields, and other facilities as captured in the regulations.
- c. To build an additional nine (9) Greenfields school to deal with the severe shortage of access in some areas in the province.

## **3. SCOPE OF WORK**

The objective of the PMU is to review the planning, manage the implementation, and monitoring of the construction of 18 schools in accordance with project scope, budget, and schedule. The PMU is responsible for managing the end-to-end construction of the schools, including but not limited to the pre-planning, design prototypes, project specifications, project planning, design review, construction supervision, and quality control.

Demonstrated experience of tendering entity with respect to the planning, implementation, coordination, and management of the mass roll-out of several sites in parallel. A programme is defined as a project with at least 5 or more schools / sites within the same appointment. Bidder (s) must provide appointment letters or purchase orders and corresponding reference letters. must be signed by the client and on client's letterhead.

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The Unit will consist of two tiers. (1) The core Program Management Unit and the (2) Technical Advisory team. This team must consist of Project Managers, Engineers, Architects, Quantity Surveyors, Site and Support staff. The PMU must report to the Project Manager from the GDE, and provide regular progress reports, budget updates, and project status to the stakeholders.

**3.1 The PMU and Technical Advisory team's responsibilities include but is not limited to:**

- a. Review project plans, schedules, and budgets
- b. Assess Site Readiness of the various selected sites
- c. Assess regulatory requirements such as OHS and Environmental considerations
- d. Design review and compliance assurance of Contractors' submissions and designs
- e. Monitor and Evaluate Construction and Contract Management; (From inception all stage of construction up to and including final completion)
- f. Monitor Budget and Financial Management, including Construction Work certifications, Variation Orders, etc.
- g. Monitor and control project progress, including risk management and quality control
- h. Assess contractors' compliance with all relevant regulations and standards
- i. Prepare monthly progress reports and budget updates to the GDE
- j. Address project issues and escalate to the Programme Director as necessary.

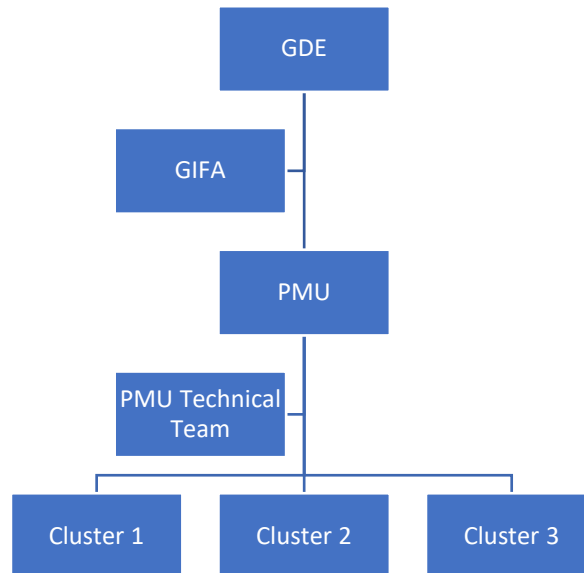
The PMU will be in place for the full duration of the school construction programme for 3 years. The performance of the PMU will be evaluated by the GDE at regular intervals, and changes made as necessary to ensure the successful completion of the programme.

This RFP calls for Bidders to provide the department with dedicated expert technical support and advice for a term of 3 years.

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### 3.2 PMU Lead

- a. The PMU will provide support to the department for a period of 3 years as per diagram below



The general functions of a PMU as required are outlined below:

Services providers are expected to provide the following documents as part of the deliverables.

- a. **Project Management:** An introductory section should provide a brief overview of the bidding organization with particular emphasis on available capacity to perform this project. The proposal should clearly and concisely communicate the project goals, objectives, and deliverables.
1. Legal Compliance Ensuring that the Project is executed in compliance with legal prescripts and assisting in resolving legal matters
  2. Construction Management Oversee the implementation of the contract
  3. Resource Histograms Records utilisation and availability of resource
  4. Socio- Economic Impact Monitoring the socio-economic impact of the Project during and post construction
  5. Construction Management Oversee the construction of the Clusters to meet the delivery programme and specification of the contract

- b. **Experience** - Bidders are required to provide information on related projects undertaken by the bidding Organisation as outlined in the Functionality Criteria Table. Specific details must be given to indicate the extent of each related project (minimum of five schools / projects). The responsibility of the Professional Team members (Task Leaders and Specialists) in these past projects must be specified.
- c. **Technical feasibility or Approach and Methodology** -: The proposal should demonstrate a deep understanding of the technical aspects of the project, including the methods and techniques to be used, the resources required, and the potential challenges and risks. The Scope of Services indicates that this assignment should be undertaken in a modular manner, structured around clearly defined and related tasks. Bidders are expected to provide a brief description of the approach, methodology and comments on the Terms of Reference (ToR), illustrating their understanding of the challenges, time frames, and proposed method to complete the project on programme. The bidder is required to provide a brief outline of the work to be undertaken, placing emphasis on the important or critical aspects of each task. Particular attention must be given to compliance with standing legislation.
- Where the Scope of Services is silent on particular issues, bidders must be clear in stating which issues can be expected to arise during each stage and which additional tasks may be necessary. These assumptions / additional tasks must be clearly indicated in the Technical Proposal.
- d. Communications Plan Outlines protocols and approach and drafting of communiqué, reports and presentations related to the Project
1. Agenda & Meeting Minutes (site and technical) meetings format for recording decisions and minuted meetings
- e. Innovation: The proposal should showcase any innovative or unique approaches to the project, highlighting how they will lead to better outcomes.
1. Document/configuration control process for storing, and version control of, documents
  2. Skills Matrix Capturing skills required and available
  3. Issue Log Used for tracking of issues
  4. Issue Assessment Used by stakeholder to flag an issue

5. Occupational Health and Safety Compliance and Assurance Templates for auditing occupational health and safety standards applied on the Project
- f. Budget: The proposal should provide a detailed cost analysis, showing how the project will be delivered within budget and highlighting any potential cost savings.
1. Budget Plan Breakdown of costs and expenditure over time
  2. Budget Planner Budgeting tool for tracking actual spend against planned
  3. Budget Management and Cost Control Analysing and certifying costs related to the Project, including payments
  4. Financial Compliance Reviewing project budgets and financial documentation
  5. Variation Management of possible variations/orders
- g. Timeliness: The proposal should include a detailed project schedule, demonstrating that the project can be completed within the required time frame. Bidders are required to propose their own programme of work, preferably by means of a Gantt chart in MS Project, illustrating their understanding of the best way to organise the Project. Any representation used should clearly show the phases of the assignment, tasks within stages and, where necessary, sub-tasks. The work programme must also indicate the dates at which critical milestones can be reached and the critical path.
- h. Project management plan: The proposal should include a detailed project management plan, outlining how the project will be managed and monitored.
1. Project Management Templates
  2. Management and Control Defined operating procedures
  3. Change Request Log and Change Request Form Summary of change requests and status and Impact analysis of change
- i. Resources Team Capability and availability - The proposal should identify the resources required to deliver the project, including personnel, equipment, and materials. Bidders are required to provide a team of professionals with the necessary knowledge, experience and expertise to undertake and complete all the tasks contained in this Terms of Reference. Brief capability statements must be given for each designated team member, emphasizing recent experience relevant to the task envisaged. A project

team organogram must be presented indicating key positions of the Professional Team members. Persons proposed for these positions must be identified and supported by qualifications, professional registration and CVs of two (2) to four (4) A4 pages each, which are to be included with the Functionality Criteria Section.

- j. Evaluation plan: The proposal should include a detailed evaluation plan, outlining how the success of the project will be measured.
- k. Risk management plan: The proposal should include a risk management plan, identifying potential risks and outlining strategies to mitigate them.
  - 1. Risk Management Process Defines how the PMU will manage risk
  - 2. Risk Assessment of Impact/likelihood of Risk
  - 3. Risk Log Used for tracking of risks

### **3.6 The Team profiles**

#### **3.6.1 The PMU Technical Team**

The Contractors will be supported by their own expert and experienced design, build teams. It is essential therefore for the GDE, as the public party, to organise and assemble an equally experienced and expert team to liaise with the contractors for the delivery of this Design Build project. For this reason, the GDE has determined that in consideration of its interests, such requires the appointment of an expert service provider advisory team to interact with the contractors.

#### **3.6.2. The technical disciplines and specialist professions required in an experienced PMU advisory team includes but are not limited to:**

- a. PMU Lead /Project Management / Construction managers (Cluster Managers);
- b. Architect
- c. Quantity Surveyor
- d. Structural Engineer
- e. Electrical Engineer
- f. Civil Engineer
- g. Geotechnical Engineer
- h. Fire Engineer

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- i. Occupational & Health & Safety Professional
- j. Environmental Consultant
- k. Town Planner
- l. Traffic Assessment/Traffic Impact Assessor/Traffic Engineer
- m. Social Facilitator/Stakeholder and Liaison Officer / Community Facilitator
- n. Land Surveyor
- o. Resident Engineer/Construction and Quality Monitoring

**Note: These are the skills required- The methodology for the execution of work during the 3-year period must cover all listed skills.**

### **3.7. SKILL, EXPERIENCE AND REMUNERATION MANAGEMENT**

#### **Necessary Skills and Experience**

The bidder must have in its employment the following registered persons as set out above as and when required as indicated or has obtained a firm undertaking from professional service providers who have in their employ registered professionals that can provide these services.

#### **3.7.1. PMU Skills and Experience**

##### **3.7.1.1 Description of Services Required for the PMU**

**Table 2: Minimum Description of Services Required for the PMU**

| <b>KEY SKILLS<br/>(COMPULSORY)</b>          | <b>SERVICES</b>                                                                                                                                                                                                                     |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Key expert 1<br/>Technical PMU Lead</b>  | Overall control of programme<br>Management and co-ordination of inter-cluster programmes, facilitate effective stakeholder communication to ensure timely delivery of project.<br>Monitor and ensure proper implementation of BBBEE |
| <b>Key expert 2<br/>Architect</b>           | Architectural design and review, general architectural advice and oversight of the project.                                                                                                                                         |
| <b>Key expert 3<br/>Quantity Surveyor</b>   | Advice Department on cost planning, estimates, evaluation and liaising with contractors related to payment claims.                                                                                                                  |
| <b>Key expert 4<br/>Structural Engineer</b> | Oversight of specifications, quality control, and certification of acceptability upon handover and commissioning of Structural designs and installations                                                                            |



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|                                                      |                                                                                                                                                                                             |
|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Key expert 5<br/>Electrical Engineer</b>          | Oversight of specifications, quality control, and certification of acceptability upon handover and commissioning of Electrical designs and installations                                    |
| <b>Key expert 6<br/>Electrical Engineer</b>          | Prepare civil specifications for tender, quality control, and review of civil designs                                                                                                       |
| <b>TECHNICAL SUPPORT TEAM</b>                        |                                                                                                                                                                                             |
| <b>Geotechnical Engineer</b>                         | Prepare geotechnical studies and provide recommendation for foundation designs, review designs                                                                                              |
| <b>Fire Engineer</b>                                 | Assist with specifications and review of Rational Fire Design and installations                                                                                                             |
| <b>Occupational Health, Safety</b>                   | Advise on OHS Specifications and permit applications<br>Monitor on site activities and status of buildings to ensure compliance with OHS Act                                                |
| <b>Environmental Consultant</b>                      | Advise on Environmental Compliance in line with NEMA Act.<br>Advise on EMP specification for Tender Monitor environmental aspects of the project.                                           |
| <b>Town Planner</b>                                  | Advise on Town Planning challenges and assist in resolving and applying for approval                                                                                                        |
| <b>Traffic Impact Assessor</b>                       | Prepare TIA studies and provide recommendation for road and access designs, review designs for submission to Local Authorities                                                              |
| <b>Community Facilitator</b>                         | Management and oversee community engagements. Assist to resolve subcontracting and labour disputes between contractor and local subcontractor / labour                                      |
| <b>Land Surveyor</b>                                 | Prepare topographical surveys for design purposes, setting of benchmarks, identification of municipal services, assist town planner with subdivision, rezoning and consolidation activities |
| <b>Construction Management and Quality Assurance</b> | Oversight on all Construction Projects, monthly cost and progress reporting, monitor quality assist on subcontracting packaging                                                             |

### 3.8 Capacitation -

It is the intent of the GDE to identify staff, that will work with the PMU to develop their skills, thus building capacity within GDE to administer similar projects after the PMU contract expires in this regard, the service provider will empower department staff in:

- Project / Contract management
- Financial & Cost management
- Contractor & Prof Fees payment claims
- Quality control (construction)
- Document control and record keeping

f. Provision for the training of GDE staff must be made in the proposal.

## **4. EVALUATION**

### **4.1 Stage 1 (a): Administrative Evaluation**

A paper based administrative evaluation will be carried out on all the bids received and if any of the under mentioned documentation is not signed or attached such a bid will be eliminated from any further evaluation.

- a. Submission of the original tender document (RFP pack)
- b. Submission of a signed, original and completed bid price and proposal
- c. Submission of a signed, original and completed Bidders disclosure (Form SBD 04)

#### **Other Required Documents: (Not Eliminating Criteria)**

- a. Completed and signed Preferential point claim form (SBD6.1)
- b. In the case of Joint Ventures/ A partnership proposals must contain: Partnership Agreements/Joint Venture Agreements signed by all party representatives; Proposed revenue split and, A valid certified copy of a SANAS accredited consolidated BBBEE Certificate or a consolidated sworn affidavit signed by the representative and attested by a Commissioner of Oaths, in terms of the codes of good practice. Joint Venture proof of CSD registration for joint venture and proof of consolidated CSD registration.
- c. Proof of registration on Central Supplier Database (CSD) must be submitted, (upon award, the appointed bidder/s must be registered prior to an award/appointment/official purchase order being furnished).
- d. A valid certified copy of a SANAS accredited copy of BBBEE Certificate
- e. In the case of an EME/QSE a sworn affidavit signed by the representative and attested by a Commissioner of Oaths, in terms of the codes of good practice.

### **4.2 Stage 1(b): Functionality**

Technical evaluation of bid (functionality criteria applicable to this bid) A paper-based functionality evaluation will be carried out on all shortlisted bids. Bids that score less than 80 points out of 100 for functionality will be regarded as submitting a non-responsive proposal and will be disqualified. Service Providers who meet the minimum functionality score of 80 (paper based evaluation) will be shortlisted.

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**Table 3**

| NO       | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | POINTS           |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 1.Tier 1 | <p><b>1.1 Company / Consortium: Experience</b></p> <p>Demonstrated experience of tendering entity with respect to the planning, implementation, coordination, and management of the mass roll-out of several facilities in parallel. A programme is defined as a project with at least 5 or more schools / sites within the same appointment.</p> <p>Bidder must provide appointment letters or purchase orders and corresponding reference letters must be signed by the client and on client's letterhead.</p> <p>Indicate in which categories the Bidder has experience.</p> <ul style="list-style-type: none"> <li>a. Programme minimum 5 Schools/sites with a value of &gt;R200 Mil (10)</li> <li>b. Programme minimum 5 Schools/sites with a value of R101-200 Mil (7) points</li> <li>c. Programme minimum 5 Schools/sites with a value of R50-100 Mil (3) points)</li> </ul> | <b>10 Points</b> |
|          | <p><b>1.2 Key Staff and Technical staff (All listed must be assigned personnel)</b></p> <ul style="list-style-type: none"> <li>a. The bidder must provide CV's, professional registration, and qualifications of the following key staff.</li> <li>b. Personnel without all the above stated requirements will not be considered for allocation of points.</li> <li>c. An individual will be scored for only one key expert position. Doubling up of positions is not allowed.</li> </ul> <p><b>NB: All certificates issued by the regulatory bodies must be valid</b></p>                                                                                                                                                                                                                                                                                                           | <b>25 Points</b> |

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| NO | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | POINTS |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|    | <p><b>1.2.1 KEY EXPERT 1: PMU LEAD</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in built environment discipline a valid professional registered with the relevant regulating valid professional registration with SACPCMP.</li> <li>b. Must have at least 10 years or more experience in the management of Built Environment projects. with at least 3 years' experience in managing mass roll-out of infrastructure projects or managing building related projects or similar <b>(10)</b></li> </ul> <p>Note: PMU Lead who does not meet the above criteria will be scored a zero (0) stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.2 KEY EXPERT 2: ARCHITECT</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree Architecture and Must be professionally registered with SACAP as a professional architect/architectural technologist</li> <li>b. Must have at least 5 years' experience in architectural design of education related projects including space planning. <b>(1 Point)</b></li> </ul> <p>Note: An Architect/ Architectural Technologist who does not meet the above criteria will be scored a zero (0) stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.3 KEY EXPERT 2: QUANTITY SURVEYOR</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in Quantity Surveying and must be a registered professional Quantity Surveyor (Pr.QS)</li> <li>b. Must have at least 5 years' experience in Quantity Surveying. <b>(1 Point)</b></li> </ul> <p>Note: A Quantity Surveyor who does not meet the above stated criteria will be scored zero (0) points stated criteria will be scored zero (0) points (non-affirmative)</p> |        |

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| NO | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | POINTS |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|    | <p><b>1.2.4 KEY EXPERT 3: STRUCTURAL ENGINEER</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in Structural Engineering and Must be a registered Professional Engineer (ECSA)</li> <li>b. Must have at least 5 years' experience in structural engineering in education type buildings and multi-storey buildings (2 to 3 floors) <b>(1 point)</b></li> </ul> <p>Note: Structural Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.5 KEY EXPERT 4: ELECTRICAL ENGINEER / TECHNOLOGIST</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in electrical engineering and must be a registered Professional Engineer (ECSA).</li> <li>b. Must have at least 5 years' experience in electrical engineering design, lighting and installation. <b>(1 Point)</b></li> </ul> <p>Note: Electrical Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.6 KEY EXPERT 5: CIVIL ENGINEER</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in electrical engineering and must be a registered Professional Engineer (ECSA).</li> <li>b. Must have at least 5 years' experience in civil engineering design and municipal infrastructure. <b>(1 Point)</b></li> </ul> <p>Note: Civil Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> |        |

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| NO | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | POINTS |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|    | <p><b>NOTE: It is critical to make sure that all key experts are included in your proposal, failure to submit will lead forfeiting points for that specific expert.</b></p> <p><b>1.2.7 TECH SUPPORT 1: GEOTECHNICAL ENGINEER / GEOLOGIST / SCIENTIST</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in geology engineering and must be a registered Professional Engineer as (ECSA) or (SACNASP)</li> <li>b. Must have at least 5 years' experience in geotechnical engineering investigations and design, including design for dolomitic conditions <b>(1 Point)</b></li> </ul> <p><b>Note:</b> Geotechnical Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.8 TECH SUPPORT 2: FIRE ENGINEER</b></p> <ul style="list-style-type: none"> <li>a. A relevant B-degree in engineering and must be a registered Professional Engineer (ECSA) at least 5 years' experience in fire engineering, wet services design and installation</li> <li>b. A relevant Diploma Fire Engineering Design (Level 5 or higher) and must be a registered at (ECSA) at least 5 years' experience in fire engineering, wet services design and installation . <b>(1 point)</b></li> </ul> <p><b>Note:</b> Fire Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.9 TECH SUPPORT 3: OCCUPATIONAL HEALTH, SAFETY PROFESSIONAL</b></p> <ul style="list-style-type: none"> <li>a. A minimum of bachelor's degree or Diploma in Health and Safety Management and must be a registered Professional Health &amp; Safety Officer Manager with SACPCMP.</li> <li>b. Must have at least 5 years' experience in the implementation and management of health, safety on construction works. <b>(1 Point)</b></li> </ul> |        |

**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

| NO | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | POINTS |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
|    | <p>Note: An officer / manager who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.10 TECH SUPPORT 4: ENVIRONMENTAL SPECIALIST</b></p> <ul style="list-style-type: none"> <li>a. A minimum of bachelor's degree in Environmental Science or Management or similar and must be a registered Professional Scientist with SACNASP.</li> <li>b. Must have at least 5 years' experience in the assessment, investigation and management of environmental monitoring <b>(1 Point)</b></li> </ul> <p>Note: An environmental Specialist who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.11 TECH SUPPORT 5: TOWN PLANNER</b></p> <ul style="list-style-type: none"> <li>a. A minimum of bachelor's degree in Town and Regional Planning and must be a registered Professional with SACPLAN.</li> <li>b. Must have at least 5 years' in town planning activities, land use applications, rezoning, subdivisions and consolidations <b>(1 Point)</b></li> </ul> <p>Note: A Town Planner who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> |        |



|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p><b>1.2.12 TECH SUPPORT 6: TRAFFIC ASSESSMENT SPECIALIST / TRAFFIC ENGINEER</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in transport engineering and must be a registered Professional Engineer as (ECSA)</li> <li>b. Must have at least 5 years' experience in transport engineering investigations traffic counts and design. <b>(1 Point)</b></li> </ul> <p>Note: Transport Engineer / Traffic Assessment Specialist who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.13 TECH SUPPORT 7: SOCIAL FACILITATOR</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a national diploma in communications or public relations management.</li> <li>b. With at least 5 years' experience in dealing with government, public stakeholders, ward councilors and management of community issues pertaining to job opportunities, subcontracting. <b>(1 Point)</b></li> </ul> <p>Note: A Social Facilitator who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.14 TECH SUPPORT 8: LAND SURVEYOR</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in Land Surveying and must be a registered Professional Land Surveyor at (SAGI)</li> <li>b. Must have at least 5 years' experience in survey control, determining cadastral boundaries, topographical surveys for design and town planning and setting out. <b>(1 Point)</b></li> </ul> <p>Note: Land Surveyor who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p>Note: The Resident Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>1.2.15 TECH SUPPORT 9 1x RESIDENT ENGINEER</b></p> <ul style="list-style-type: none"> <li>a. A minimum of a bachelor's degree in engineering/built environment and must hold a candidate registration with (ECSA) or (SACPCMP).</li> <li>b. Must have at least 3 to 5 years' experience in the construction monitoring of projects in the Built Environment <b>(1Point)</b></li> </ul> <p>Note: An Assistant Resident Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>Note: All certificates issued by the regulatory bodies must be valid.</b></p> |  |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

| NO | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | POINTS                  |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
|    | <p><b>1.2.16 3x ASSISTANT RESIDENT ENGINEERS</b></p> <p>c. A minimum of a bachelor's degree in engineering/built environment and must hold a candidate registration with (ECSA) or (SACPCMP).</p> <p>d. Must have at least 3 to 5 years' experience in the construction monitoring of projects in the Built Environment <b>(1Point)</b></p> <p>Note: An Assistant Resident Engineer who does not meet the above stated criteria will be scored zero (0) points (non-affirmative)</p> <p><b>Note: All certificates issued by the regulatory bodies must be valid.</b></p> | <p><b>5 points</b></p>  |
|    | <p><b>1.3 Proposal on Skills Transfer to Departmental Staff</b></p> <p>This refers to the skills transfer plan or approach to be followed by the bidder to transfer skills to the GDE staff. The proposal must include detailed skills transfer plan that indicates how the PMU will transfer skills to GDE staff</p>                                                                                                                                                                                                                                                    | <p><b>10 Points</b></p> |

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| NO                                 | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | POINTS    |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
|                                    | <p><b>The plan should include the following</b></p> <ul style="list-style-type: none"> <li>a) Goals and Objectives (1)</li> <li>b) Content (1)</li> <li>c) Instructors (1)</li> <li>d) Delivery Methods (1)</li> <li>e) Format of Measurable outcomes (1)</li> </ul> <p>No criteria adequately addressed in the Proposal (0)</p> <p><b>1.4. Proposal on Quality Assurance and Management</b></p> <p>The Bidder to provide any of the following in support of his/her claim for experience and capability in quality management.</p> <ul style="list-style-type: none"> <li>a. Bidder provided proof of ISO 9001:2015 registration certificate from accredited institute (10)</li> <li>b. Bidder submitted detailed Quality Management Plan which addresses all critical aspects of the Service Scope (5)</li> <li>c. Bidder submitted abbreviated Quality Management Plan which addresses all most aspects of the Service Scope (2)</li> </ul> <p>Bidder did not submit any documentation pertaining to quality assurance (0)</p> <p><b>NB: BIDDERS THAT DID NOT MEET THE MINIMUM THRESHOLD FOR TIER 1, WILL NOT BE FURTHER EVALUATED ON TIER 2.</b></p> |           |
| <b>MINIMUM THRESHOLD ON TIER 1</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>40</b> |

**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

| NO              | CRITERIA FOR FUNCTIONALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | POINTS           |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>TIER 2 –</b> | <p><b>1.1 Technical Proposal</b></p> <p>The technical proposal provided by bidders will be evaluated according to the following criteria: <b>(See page 6-9 of the scope)</b></p> <p><b>a) Project Management (5)</b></p> <ul style="list-style-type: none"> <li>i. Legal Compliance (1)</li> <li>ii. Construction Management (2)</li> <li>iii. Resource Histograms Records (1)</li> <li>iv. Socio- Economic Impact Monitoring (1)</li> </ul> <p><b>b) Technical feasibility (8),</b></p> <ul style="list-style-type: none"> <li>i. methods and techniques (2)</li> <li>ii. potential challenges and risks (2)</li> <li>iii. clearly defined structured (1)</li> <li>iv. understanding of the challenges (1)</li> <li>v. time frames (1)</li> <li>vi. brief outline of the work to be undertaken (1)</li> </ul> <p><b>c) Relevance (2)</b></p> <ul style="list-style-type: none"> <li>i. Agenda &amp; Meeting Minutes (site and technical) (2)</li> </ul> <p><b>d) Innovation (6)</b></p> <ul style="list-style-type: none"> <li>i. Document/configuration control process (2)</li> <li>ii. Skills Matrix Capturing skills (1)</li> <li>iii. Log Used for tracking (1)</li> <li>iv. Assessment Used by stakeholder (1)</li> <li>v. Occupational Health and Safety Compliance (1)</li> </ul> <p><b>e) Cost-effectiveness (5)</b></p> <ul style="list-style-type: none"> <li>i. Budget Plan (1)</li> <li>ii. Breakdown of costs (1)</li> <li>iii. Cost Control Analysing (1)</li> <li>iv. Financial Compliance (1)</li> <li>v. Budgeting tool (1)</li> </ul> <p><b>f) Timeliness (5)</b></p> <ul style="list-style-type: none"> <li>i. time frame (1)</li> <li>ii. Gantt chart (2)</li> <li>iii. tasks within stages (1)</li> <li>iv. critical milestones (1)</li> </ul> <p><b>g) Project management plan (5)</b></p> <ul style="list-style-type: none"> <li>i. Project Management Templates (1)</li> <li>ii. operating procedures (2)</li> <li>iii. Change Request Log (1)</li> <li>iv. Impact analysis of change (1)</li> </ul> | <b>50 points</b> |

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| <b>NO</b>                               | <b>CRITERIA FOR FUNCTIONALITY</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>POINTS</b> |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
|                                         | <p><b>h) Resources (9)</b></p> <ul style="list-style-type: none"> <li>i. resources required (1)</li> <li>ii. knowledge, experience, and expertise (2)</li> <li>iii. Brief capability statements (1)</li> <li>iv. recent experience (2)</li> <li>v. recent experience (2)</li> <li>vi. project team organogram (1)</li> <li>vii. qualifications (1)</li> <li>viii. professional registration (1)</li> </ul> <p><b>i) Evaluation plan (2)</b></p> <ul style="list-style-type: none"> <li>i. evaluation plan (1)</li> <li>ii. outlining how the success of the project will be measured (1)</li> </ul> <p><b>j) Risk management plan (3)</b></p> <ul style="list-style-type: none"> <li>i. Risk Management Process (1)</li> <li>ii. Risk Assessment (1)</li> <li>iii. Risk Log used (1)</li> </ul> <p><b>NB: BIDDERS THAT DID NOT MEET THE MINIMUM THRESHOLD FOR TIER 2, WILL BE ELIMINATED FROM FURTHER EVALUATION.</b></p> |               |
| <b>MINIMUM THRESHOLD ON TIER 2</b>      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>40</b>     |
| <b>TOTAL POINTS (Tier 1 and Tier 2)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>100</b>    |
| <b>MINIMUM THERESHOLD</b>               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>80</b>     |

## **12.1 PRICE PROPOSAL**

### **4.2.1 PRICE PROPOSAL FOR PMU SKILLS**

- a. Pricing assumptions mean the criteria as set out below, read together with all parts of this tender document, which it will be assumed in that the bidder has taken into account when developing their prices.
- b. There will be no adjustment in the other rates, sums, percentage fees and/or prices tendered during the term of the contract. Bidders are to also note that if the successful bidder is given any extension with respect to their appointment term, tendered fees shall not be adjusted.
- c. All disbursement costs must be included in the pricing and will not be treated as separate claims during the project.

#### **4.3. Stage 2: Price and Specific goals Points**

##### **4.3.1 SPECIFIC GOALS POINTS ALLOCATION**

Responsive bids will be adjudicated in terms of (90/10) Price and Specific goals points as per Preferential Procurement Regulations, 2022

Price: **90**

Specific Goals: **10**

**Table 4** The below outlined specific goals allocated the 10% preference points

| <b>NO</b> | <b>SPECIFIC GOALS</b>                                                         |                                                                     | <b>Max Score</b> | <b>EVIDENCE</b>                                             |
|-----------|-------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------|-------------------------------------------------------------|
| 1.        | 51% or more owned by black people                                             | The aim of this specific goal is to empower women owned enterprises | 5                | Valid BBBEE to verify% ownership                            |
| 2.        | Enterprises located in a specific area for work to be done or services render | Preference will be given to companies based in Gauteng.             | 5                | Proof that the business is registered or located in Gauteng |

Maximum points will be awarded if the bidder meets the criteria of the specific goal i.e they are female, the companies are based in Gauteng. etc.

#### **5. FORMAT AND SUBMISSION OF BIDS**

- 5.1 Each RFP shall comprise of two envelopes with the following bound and clearly indexed:

##### **5.1.1 Envelope One : Proposal**

- a. Original proposal (marked 'original') must be submitted
- b. One (1) copy of the proposal (marked copy) must be submitted

##### **5.1.2 Envelope Two Price and Specific goals**

- a. Original pricing (marked 'original') must be submitted
- b. One (1) copy of the pricing (marked copy) must be submitted

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|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section A | Standard RFP documents – Original RFP Pack with all the sections and all pages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Section A | <ol style="list-style-type: none"> <li>a. Submission of the original tender document (RFP pack)</li> <li>b. Submission of a signed, original and completed bid price and proposal</li> <li>c. Submission of a signed, original and completed Bid Committed and Declaration of</li> <li>d. Interest (Form SBD 04)</li> <li>e. Submit the following for PMU lead <ul style="list-style-type: none"> <li>• A minimum of a bachelor's degree in built environment discipline</li> <li>• valid professional registered with the relevant regulating</li> <li>• valid professional registration with SACPCMP.</li> <li>• 10 years or more experience in the management of Built Environment projects. with at least 3 years' experience in managing mass roll-out of infrastructure projects or managing building related projects or similar</li> </ul> </li> </ol>                                                                                                 |
| Section B | <ol style="list-style-type: none"> <li>a. Completed and signed Preferential point claim form (SBD6.1)</li> <li>b. In the case of Joint Ventures/ A partnership proposals must contain: Partnership Agreements/Joint Venture Agreements signed by all party representatives; Proposed revenue split and, A valid certified copy of a SANAS accredited consolidated BBBEE Certificate or a consolidated sworn affidavit signed by the representative and attested by a Commissioner of Oaths, in terms of the codes of good practice. Joint Venture proof of CSD registration for joint venture and proof of consolidated CSD registration.</li> <li>c. Proof of registration on Central Supplier Database (CSD) must be submitted, (upon award, the appointed bidder/s must be registered prior to an award/appointment/official purchase order being furnished).</li> <li>d. A valid certified copy of a SANAS accredited copy of BBBEE Certificate</li> </ol> |



**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

|           |                                                                                                                                                              |
|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | e. In the case of an EME/QSE a sworn affidavit signed by the representative and attested by a Commissioner of Oaths, in terms of the codes of good practice. |
| Section C | Company / Consortium :Experience<br>Key Staff and Technical staff                                                                                            |
| Section D | Technical Proposal                                                                                                                                           |

## **6. TERMS AND CONDITIONS**

- 6.1 Successful Bidder(s) must be able to commence work as and when required  
Projects/services will be initiated by means of written instructions to the successful Bidder(s) and verbal briefings, when required
- 6.2 GDE reserves the right to reject work that does not meet the required standard and engage a different Service Provider to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance
- 6.3 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.
- 6.4 GDE will use its discretion for the Vetting of Bidder(s)
- 6.5 Service providers(s) must provide professional indemnity certificate from accredited insurance Company/entities upon award.
- 6.6 The PMU must be strategically and efficiently capacitated with experienced experts in their respective professions, and only Bidders with the required multidisciplinary skills (as required in this RFP) and capacity to constitute such PMU need apply.

**REQUEST FOR PROPOSAL FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT (PMU) IN THE GAUTENG DEPARTMENT OF EDUCATION TO MANAGE THE BUILDING OF THE EIGHTEEN (18) NEW SCHOOLS FOR A FIXED PERIOD OF THREE (3) YEARS.**

## **7. TIME FRAMES**

| <b>OUTPUT</b>                                                                                                                                                                                                                                                                                      | <b>PERIOD</b>                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| REQUEST FOR PROPOSAL FOR TERMS OF REFERENCE FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR THE ESTABLISHMENT OF A PROJECT MANAGEMENT UNIT IN THE GAUTENG DEPARTMENT OF EDUCATION FOR THE 18 NEW SCHOOL DESIGN AND BUILD PROGRAMME.FOR A PERIOD OF THREE (3) YEARS FIXED TERM CONTRACT. | THREE (3) YEARS FIXED CONTRACT |

## **8. PENALTIES/WARRANTIES**

- 8.1. If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to GDE.
- 8.2. GDE reserves the right to inspect or audit any document pertaining to this contract/project upon expiry of the contract. This may also include queries and complaints.
- 8.3. Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by GDE associated with such non- compliance.

## **9. INSTRUCTIONS FOR THE PROPOSAL**

- 9.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 9.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format marked as pricing schedule. Only the requested information should be inserted and no changes to the layout should be made.
- 9.3 GDE requires a clear, concise, and factual response. Bidders shall consult, in writing, with the authorised official up to 48hrs (forty-eight hours) before the closing date specified for this tender, should there appear to be any discrepancy, ambiguity or

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uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

- 9.4 All proposals should be delivered sealed. The following information must appear on the outside of the sealed proposal:

The tenderer will be required to submit their tender proposal in 2 (two) separate sealed envelopes, which consists of 2 (two) parts namely:

- envelope 1 (Technical) and;
- envelope 2 (Price and Specific goals).

Note: These two envelopes must be submitted separately, clearly marked :

- a. Name of Bidder
- b. Description of proposal
- c. Closing date and time

- 9.5 The Bidder is required to fully acquaint themselves with the conditions, requirements and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake

- 9.6 The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).

- 9.7 This tender validity period is 120 days. In the event that there is a need to extend this period the extension will be published on the GPG e-tender portal.

- 9.8 It is the responsibility of the bidder to check the extensions as published as there will be no individual correspondence.

## **10. LATE SUBMISSIONS**

Proposals submitted after the specified closing date and time will not be considered.

**11. DECLARATION**

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

**Name of Bidder:**.....

**Name of contact person:**.....

**Capacity:**.....

**Signature**..... **Date**.....



**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:



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Tax Clearance Requirements**

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## IT IS A CONDITION OF BIDDING THAT -

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

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- |     |                                                                 |     |                          |    |                          |
|-----|-----------------------------------------------------------------|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA?                           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA?      | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA?           | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

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



# Provincial Supply Chain Management

**Financial Statements**

**Page 1 of 1**

## Submission of Financial Statements

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

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

## **Annexure A**

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

### **NOTES**

The purpose of this document is to:

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

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

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



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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)