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

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



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RFP Point System
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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

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

FULL ADDRESS

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

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

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

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

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

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

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

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

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

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

¹"State" means-

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

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

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

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

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

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

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



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PROVINCIAL TREASURY
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Provincial Supply Chain Management

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

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

DECLARATION

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

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

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

DATE	POSITION



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PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

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

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



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	90
Preference Points	10
TOTAL	100

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

- Stage One-

- Stage Two-

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



TERMS OF REFERENCE

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) AND PROCUREMENT AGENCY ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM) ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLEMENTARY EQUIPMENT AND ANY OTHER RESOURCES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR A PERIOD OF THREE (3) YEARS FIXED TERM CONTRACT.

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

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REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

BACKGROUND

The Gauteng Department of Education (GDE) has embarked on ICT project to transform and modernize all Gauteng public schools and continue to strive towards the provisioning of quality education to all schools in the Gauteng Province. GDE has 2211 Public Ordinary Schools inclusive of schools for Learners with Special Educational Needs (LSEN) and Early Childhood Development (ECD) sites. GDE intends to implement ICT initiatives that are aimed at transforming learning and teaching support material to match current world teaching standards. This is in support of GDE's Strategic Framework goals which amongst others, intends to 'create a first-class education administration focused on supporting a modern and innovative school and classroom' to all Section 21.1c schools, non- Section 21.1c schools, schools for LSEN and ECD centres.

While GDE has embarked on transforming and modernizing Public Ordinary Schools, the use of textbooks remains a critical component in curriculum delivery 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 2017
- 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

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

2. PROJECT BRIEF

The appointed service provider (s) is expected to render Project Management services in the procurement of Learning and Teaching Support Material (LTSM), Information Technology Services Management (ITSM), e-Learning Teaching Support Material (e-LTSM), supplementary LTSM and stationery to schools without section 21.1c function, selected or prioritized schools with section 21.1c function, LSEN schools and Grade R sites in the fifteen (15) GDE Districts. The appointed service provider (s) will be expected to provide end to end procurement of LTSM, e-LTSM and ITSM, Supplementary LTSM and Stationery. The provision of resources in Grade R sites is determined annually based on the available budget and the needs of each school. The appointed service provider (s) is also expected to package and distribute supplementary equipment and any other resources required by schools and institutions of learning.

The appointed service provider (s) will be expected to procure, aggregate, pre-load, and warehouse e-LTSM, procure and warehouse LTSM, Supplementary LTSM and Stationery and distribute to GDE institutions. The GDE planning cycle for textbooks commences in April with schools requisitioning the textbooks needs for submission to District Offices in May who then submit these requirements to GDE Head Office in June. At this point GDE will place orders with the appointed service provider for delivery between August and October for utilization in the following calendar year.

LTSM, e-LTSM and Stationery will have to be procured, packaged, warehoused, and distributed to schools

- I. e-LTSM will have to be procured, packaged, pre-loaded on devices, aggregated warehoused and distributed to GDE institution.
- II. The appointed service provider will further be expected to source e-Content, technical/maintenance support on e-LTSM and ITSM directly to schools, enhance and maintain the current existing Resource Management System (RMS) to monitor and track resources.
- III. Provide IT support to schools as and when required; procure devices, track, retrieve, repair, refresh and replace when required.

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- IV. The appointed service provider(s) will also be expected to conduct advocacy training on the utilisation of IT resources where applicable.
- V. System and data resource management, record keeping and reporting responsibilities as indicated in the scope of work.

3. SCOPE OF WORK

As indicated above, the service provider (s) will be expected to provide project management solutions enabling end-to-end procurement, aggregation pre-loading, packaging, storage, tracking and distribution of all LTSM and e-LTSM resources as well as system and data management with record keeping and reporting responsibilities.

3.1 Procurement: - LTSM

- a. Procure and deliver textbooks based on the approved National Catalogue for Pre-Grades R - 12, languages and content subjects or e-content with its Operating system software and supportive applications covering licensing.
- b. Procure and deliver Teacher Stationery and Learner Stationery Packs for Grades R-12, as per specification attached (annexure A).
- c. Procure and deliver supplementary Learning and Teaching Support Material outside the approved core textbooks (study guides, simulations, videos, exam solutions, assistive devices, career guidance material, library books Maths Science and Technology related consumables/equipment, HIV/AIDS & ECD related material).
- d. Procure and Install Outdoor equipment for ECD in schools and ECD Centres
- e. Procure and deliver ECD Indoor Resources (including classroom furniture), ICT Interactive
- f. Procure and deliver PAT consumable resources for all PAT subjects based on annual supplied specifications

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Procurement e-LTSM-ICT devices:

- g. Procure and deliver as per specifications provided by the GDE from time to time that should include complete tracking, recovery and replacement solutions as part of the procurement of:
 - I. teacher solutions laptops
 - II. learner solution tablet devices
 - III. classroom solution LED/ interactive boards, servers and connectivity devices, and
 - IV. Any other forms of ICT devices as directed by GDE
- h. Procure ICT consumables, which could include Laptop/tablet chargers, tablet device covers, LED Boards pens or services, etc.
- i. Procure and deliver ICT accessories
- j. Procurement of operating system software for e-books and multimedia content for schools which will cover licensing.
- k. Manage the installations of ICT devices to schools in collaboration with GDE and relevant suppliers, and keep relevant documentation in this regard i.e. PODs, Asset Registers, etc.

e-LTSM-Digital content:

- l. Source and provide various forms of e-books (e-PDF format, e-Pub, and enhanced e-book) for participating grades (currently Grade 7-12) e-supplementary / Multimedia Digital Content and Educational Apps as guided by GDE curriculum needs.
- m. Digital Content National Catalogue (update to accommodate newly approved material)
- n. Refresh e-Content on the ICT devices (laptops, tablets, LED boards, etc.) by updating operating, systems software, renew e-Content licenses for e-books and multimedia digital content on the retrieved ICT devices in preparation for the next academic year.
- o. Collaborate with the GDE in maintaining, enhancing, supporting, and hosting the GDE e-Content Platform which is accessed by all GDE institutions. This activity should include identifying and sub-contracting suitable service provider (s) with expertise.
- p. Collaborate with the GDE on the development of ICT Utilisation advocacy material and avail it to schools, on-board the end-user (teachers, learners and GDE officials) on effective ways to utilise and manage the provided ICT Tools.

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- q. Collaborate with the GDE to Develop and or update the ICT Framework that are aimed towards the sustainability of the GDE ICT Programme by ensuring standardisation, acceptable pricing model for ICT Tools (devices, e-Content, connectivity) and accommodative to new ICT innovations.
- r. Catering for the replacement of damaged / outdated Devices, Software Licenses, and accidental deletion of Software / Digital Content etc.

3.2 Aggregating and Pre-loading:

Aggregating of e-content as per user profile (teacher, learner, classroom and servers where applicable)

Aggregate the e-content with an e-reader which has the capability to enable the user to highlight, bold, underline, make notes save and retrieve notes, support e-Pubs with embedded short videos, assessments, drag and drop, etc.

- a. Pre- loading of the aggregated e-Content as per user profile on the retrieved and new ICT devices (teacher, learner, and classroom).
- b. Encrypt the pre-loaded digital content to avoid deletion and unauthorized duplication of e-Content.
- c. Installation of tracking & monitoring Hardware/software
- d. Dedicated infrastructure to enable re-flashing and upgrade of software
- e. System to support schools on LTSM and e-LTSM processes.

3.3 Packaging:

- a. Picking and packaging of textbooks per grade per subject for each school (through the use of schools' distribution list)
- b. Picking and packaging of supplementary resources per grade and per subject for each school.
- c. Packaging of office stationery and resource tools for teachers for each school.
- d. Packaging stationery for learner stationery packs for Grade R-12 as per specification.
- e. Correct Labelling and Packaging of PAT Consumable Resources per school, per grade, per learner, in the case of the Arts.

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- f. Packaging of new and retrieved ICT devices per school, per class and per grade.
Package e-content as per user profile
- g. Labelling of all resource material:
 - i.LTSM: per school, per grade, per subject,
 - ii.ITSM: per school, per grade, per class, per learner and teacher
 - iii.Barcoding of school assets
- h. Generate asset and stock registers
- i. Packaging of supplementary equipment and any other resources required by schools and institutions of learning.

3.4 Warehousing Activities:

- a. Provide dedicated storage for new e-LTSM devices and LTSM textbooks, supplementary material, stationery and resource tools.
- b. Provide dedicated storage for e-LTSM devices (for pre/re-loading, refreshing and repair of tablets) as well as safekeeping in cases where schools require the letter service.
- c. Provide storage for retrieved ITSM devices - for re-loading and repair of ICT devices (Leaner device, LED Board and OPS unit)
- d. There must be dedicated workstations for preloading of e-Content and packaging of ICT devices
- e. There must be dedicated workstations for picking and packaging of LTSM
- f. Visible demarcation between LTSM & e-LTSM

Warehouse Requirements:

- g. There must be electronic and physical security at the warehouse premises.
- h. Provide proof of ownership or lease agreement (if outsourcing) or letter of intent to lease the warehouse facility that is at least 18 000m² in size. The warehouse facility can also be made of more than one facility of smaller sizes that together adds up to 18 000m² in size if it's more than one, proof of ownership or lease agreement for each facility must be submitted.
- i. The warehouse and its contents must be insured once the tender is awarded
- j. Provide a floor plan with clear demarcations for workstations

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- k. Clear outlined systems to receive, store and dispatch materials
- l. Workstations available for evaluation of PAT consumables prior to being dispatched to schools
- m. Proof of Occupational Health and Safety Compliance (certificate) [Valid and authentic and issued by the relevant body/Dpt. Of Labour]

3.5 Distribution and Tracking

- a. Distribute all LTSM preloaded e-LTSM resources to a specific school(s) and ECD centres (new and retrieved)
- b. Track and monitor the delivery of LTSM & e-LTSM and ITSM resources to schools
- c. Provide logistics related to loading and transportation of the procured resources
- d. Provide transportation (branded fleet) for ITSM and LTSM resources.
- e. Electronic and physical security for the goods in transit from warehouse to GDE schools and ECD centres.
- f. Prepare schedules for delivery and installation of classroom ICT devices to schools.
- g. Installation of classroom ICT devices in the identified schools
- h. Inform the respective directorates with regard to the delivery especially PAT consumables for the final PAT examination
- i. Distribution of supplementary equipment and any other resources required by schools and institutions of learning.

3.6 Retrieval and Assessment

- a. Retrieval of the procured learner and teacher devices (every academic year end to prepare for the next academic year).
- b. Retrieval of the accessories provided to the learners and teacher ICT devices.
- c. Assess, Repair and replace ICT devices (where applicable)
- d. Retrieve the learner devices, refresh and re-image of e-content to update and load all the learner devices with the most relevant and updated operating system and software.
- e. Track and retrieve textbooks loaned to learners

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3.7 System: Resource Management System

- a. The service provider will be expected to innovate, enhance and maintain the current GDE Resource Management System (RMS) in requisitioning, data and record management, monitoring and tracking, deliveries of all LTSM, e-LTSM and ITSM resources.
- b. Generate record of LTSM allocated to learners in a school per grade and class.
- c. Enhance RMS system to manage the real-time data regarding inventory receiving and retrieval of textbooks and ICT devices.
- d. Manage the monitoring and tracking of orders and deliveries of LTSM, e-LTSM and ITSM resources.
- e. Monitor budget allocation during requisitioning for LTSM, e-LTSM and ITSM resources.
- f. Generate asset and stock registers to enhance asset management by the relevant institutions.

System: Training

- g. Train GDE Officials (LTSM, e-Learning and I.T School Support Directorates and identified Schools).
- h. Coordinate and train officials on RMS (requisition, capturing, updating and report generating)
- i. Train and impart skills to in-house IT on technical aspects of the RMS.
- j. Training of learners and teachers on the usage of tablets

System Support

- k. Provide end to end support on LTSM, e-LTSM and ITSM deliverables to schools and ECD through call centre service, online and onsite.
- l. Empower and support GDE Project Management Teams on the creation and management of projects
- m. Assist GDE in implementing project management principles, practices, methodologies, processes tools and techniques.

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Onsite e-Learning ICT Support

- n. Establish on-site support teams to visit schools, this will be done through bi-weekly and monthly visit to each school.
- o. Ensuring that all deployed ICT devices in schools are proactively maintained i.e. Hardware and Software.
- p. Each on-site support team should consist of:
 - o Branded Vehicle
 - o Driver
 - o Qualified technicians with branded clothing

3.8 Reporting

- a. Provide an automated system that generates periodic reports on the extent of usage of e-LTSM and ITSM provided to the schools upon request:
 - i. Generate an audit trail on digital content utilisation per learner per teacher.
 - ii. Report on time spent on a specific content per user.
 - iii. Report on e- Content accessed per topic and per user.
 - iv. Report on completed assessment tasks per user.
 - v. Track and report on individual learner progress.
 - vi. Provide reports at different levels per user.
- b. Preparation of periodic management and operational reports (Comprehensive)
 - i. Progress on the procurement, deliveries, ITSM installation etc.
 - ii. Status of retrieval of the ICT devices
 - iii. Records on proof of deliveries and asset registers.
 - iv. The service provider(s) must provide monthly and quarterly expenditure reports per project
 - v. The service provider(s) must invoice GDE 50% of the procurement and management fee upon placement of orders [move to T&C]
 - vi. The service provider(s) must invoice GDE the remaining 50% of the management fee upon completion of delivery to schools and institutions [move to T&C]

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3.9 Personnel Experience and Qualifications

- a. Availability of five (5) Project Managers with five (5) years or more project management experience and qualification in Project Management Diploma (NQF 6) or Degree (NQF 7).
- b. Availability of sixty (60) or more Technical and Support staff responsible for Resource Management System (RMS) and loading of e-content. Technical staff must have three (3) years or more experience and all 60 technical and support staff must have at least one of the following qualifications: a Certificate (NQF 5) or Diploma (NQF 6) in Supply Chain Management (SCM), Financial Management, Information Technology Support (A – Plus & N – Plus), IT Applications and Networking. The bidder must submit a certificate or a diploma as evidence of Recognition of Prior Learning and Experience (RPL).

4. EVALUATION

4.1 Pre-Qualification

In compliance with regulation 9 of the Preferential Procurement Regulations of 2017, Service providers are required to comply with the minimum 30% compulsory sub-contracting provision to the following designated groups:

- a. Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (EME) or
- b. An Exempted Micro Enterprises (EME) or Qualifying Small Enterprises (EME) which is at least 51% owned by
 - o Black people or
 - o Black people who are youth or
 - o Black people who are woman or
 - o Black people with disabilities or
 - o Black people who are military veterans or
 - o Black people living in rural, underdeveloped or township areas or
 - o More than one (1) of the categories referred above.

NB: Bidder must submit proof of a sub-contracting contract between the bidder and sub-contractor and proof of designated group for their sub-contractors as per criteria above. The sub-contracting agreement must indicate the percentage split. **Sub-Contracting agreement must be signed by both bidder and sub-contracted company)**

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The following documents must be submitted as proof of sub-contractor designated group:

- a. Valid copy of B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) which will be verified for authenticity at time of award.
- b. Valid affidavit issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro
- c. Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act).
- d. In case of a trust, consortium or joint venture a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted.
- e. A letter from the doctor, signed by the doctor, stamped and on a letter head confirming disability of the director or owners of the sub-contractor company.
- f. Letter from SANDF or department of military veterans confirming that the director of the subcontractor military veteran.
- g. Municipal letter or lease agreement (Lease must be valid and be signed by both the lessor and the lessee) confirming the address of the directors or owners of the sub-contractor.

Note: The GDE reserves the right to verify the information declared in the Sworn affidavit. This information must be submitted at the time of closing of the tender as part of the bid Submission. A tenderer that fails to meet the pre- qualifying criteria/ sub-contracting requirements stipulated above is an unacceptable tenderer and will be eliminated.

The bidder must select the subcontractor from the below. A report containing a list of potential sub-contractors may be drawn by accessing the following link www.csd.gov.za

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4.2 Stage 1 (a): Administrative Evaluation

A paper based administrative evaluation will be carried out on all the bids received and if 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
(Annexure A-C)
- c. Submission of a signed, original and completed Bid Committed and Declaration of Interest (Form RFP 04)
- d. A letter of good standing issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 (COIDA), must be attached. The Certificate must be valid by the closing date of the Bid. The letter of intention to issue a letter of good standing by the Compensation Commissioner is not acceptable and if attached will lead to automatic disqualification.
- e. A valid UIF Compliance Certificate issued by the Department of Labour, which must be valid as at the closing date of the Bid.
- f. For the Warehouse provide proof of ownership or lease agreement or letter of intent to lease. The warehouse facility can also be made of more than one facility of smaller sizes that together adds up to 18 000m² in size.
 - The bidder must submit a title deed as proof of ownership.
 - The lease agreement or letter of intent to lease must be on the letter head of the company that's leasing or intending to lease the warehouse facility. The lease agreement or the letter of intent must be signed by both parties (the lessor and the lessee). Letter and or lease agreement must also state the size (e.g. 18 000m²) of the warehouse facility.
- g. Submission of OHS certificates for the owned, leased warehouse or intended to lease warehouse.

NOTE. Additional documentation required for evaluation purposes (Not for Elimination)

- a. Proof of registration on Central Supplier Database (CSD)
- b. Bidders are required to register on the Electronic Invoice System (EIS) by sending an e-mail to eisregistration@gauteng.gov.za.

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4.2 Stage 1(b): Functionality

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.

NO.			WEIGHT
1.	Capacity to Deliver		60
	Scoring Category	Scoring criteria	
1.1	A Project Management plan with a process map that illustrates the end-to-end procurement, preloading, packaging, warehousing and storage, distribution and tracking and retrieval and assessment of LTSM, e-LTSM and Stationery. (25)	<p>Provide a detailed project plan with a process map that demonstrates the milestones (time, resources, systems, etc) for the end-to-end value chain for textbooks, stationery, e-content and ICT devices covering the following:</p> <ul style="list-style-type: none"> a) Profiling learners, teachers, and classroom requirements. (2) <ul style="list-style-type: none"> i. Describe and Avail the profiling template(s), clarifying the necessary details, the Cataloguing Process & related evidence. (1) ii. Development of specifications for e- 	

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		<p>LTSM Device and e-Supplementary Material (Multimedia Digital Content and Apps) with examples (1)</p> <p>NB: Service Providers are expected to provide a detailed description and innovations. If all of the above aspects are not covered the bidder will be awarded a zero(0) all the above, aspects not covered will result in a zero score (0) for the profiling component.</p> <p>Requisitioning and ordering (4)</p> <ol style="list-style-type: none"> i. Description of Capturing LTSM/e-LTSM and related examples /templates (2) ii. Description of Verification and Sign-Off processes for LTSM & e LTSM (1) iii. Processes of Placing orders for LTSM & e-LTSM (1) 	
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		<p>Service Providers are expected to provide a detailed description and innovations on all the above, aspects not covered will result in a zero score (0) for the requisition & ordering component.</p> <p>b) Aggregation and Preloading (4)</p> <ul style="list-style-type: none"> i. Full Description of how Content Bundles will be created as per user profile. (1) ii. e-Reader's capability (1) iii. Full description of Preloading content on the device, content encryption and Quality Assurance processes (2) <p>Service Providers are expected to provide a detailed description on all the above, aspects not covered will result in a zero score (0) for the aggregation and pre-loading component.</p>	
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		<p>c) Picking and Packaging (4)</p> <p>A full description with evidence and/or examples is required on the following:</p> <ul style="list-style-type: none"> i. Labelling per District, School, Grade and per Class (2) ii. Generate Asset/stock Registers. (1) iii. Verification & Quality checks (1) <p>Service Providers are expected to provide a detailed description and innovations on all the above, aspects not covered will result in a zero score (0) for the picking & packaging component.</p> <p>d) Distribution and Tracking (4)</p> <p>A detailed description with evidence and/or example is required on the following</p> <ul style="list-style-type: none"> i. Scheduling and related documentation. (1) ii. Installations, quality checks, handover processes & device tracking mechanisms (e-LTSM) (2) 	
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		<p><i>iii.</i> Evidence of transportation (branded fleet) to distribute resources for e-LTSM, ITSM and LTSM to schools (1)</p> <p>Service Providers are expected to provide a detailed description and innovations on all the above, aspects not covered will result in a zero score (0) for the distribution and tracking component.</p> <p>e) Retrieval and Device Assessment (4)</p> <p>i. Retrieval Process/ Plan, Asset Management & Control (2)</p> <p>ii. Device Assessment processes (2)</p> <p>Service Providers are expected to provide a detailed description and innovations on all the above, aspects not covered will result in a zero score (0) for the retrieval and device assessment component.</p>	
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REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

		<p>f) Systems Training (3)</p> <p>I. Detailed training plan with clear course content, training methodology & logistics (2)</p> <p>II. Post Training Support (1)</p> <p>NB: Service Providers are expected to provide a detailed description and innovations on all the above, aspects not covered will result in a zero score (0) for the Systems Training component</p>	
1.2	<p>Human Resource: (Submit CVs and Certified copies of Certificates as proof of skills and qualifications for each employee. (35)</p>	<p>Availability of managerial and technical personnel with the capacity to do the following: (20)</p> <p>(a) Capturing learner and teacher data on RMS (3)</p> <p>(b) Do requisitions (3)</p> <p>(c) Sourcing of e-Content (3)</p> <p>(d) Aggregate & Content Building Preloading Devices (5)</p> <p>(e) Retrievals and Assessment (3)</p> <p>(f) Packing and quality checks & Distribution (3)</p>	

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

		<p>NB. A minimum of 5 personnel for each function should be provided. Failure to provide 5 personnel will result in a zero (0) score</p> <p>Technical and Support staff responsible for Resource Management System (RMS) and loading of e-content (5)</p> <p>(a) 60 or more technicians (5)</p> <p>(b) 50 to 59 technicians (2)</p> <p>(c) 0-49 technicians (0)</p> <p>NB. Submit CVs and certified copies of qualifications for each employee. Failure to provide the above will result in a zero (0) score.</p> <p>Project Managers (10)</p> <p>Number of project managers -5</p> <p>Project managers responsible for the Procurement, Finance, Warehousing, Technical support to institutions, technical systems/RMS and distribution and installation</p> <p>(a) 5 and above (5)</p> <p>(b) 3 to 4 (2)</p>	
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REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

		<p>(c) 0 to 2 (0)</p> <p>One project Manager experience -5</p> <p>(a) 5 or more years of experience in Project Management (PM) (5)</p> <p>(b) 2 and above but less than 5 years of experience in PM (3)</p> <p>(c) Less than 2 years (0)</p> <p>NB. Submit CVs and certified copies of project management qualifications for each employee. Failure to provide the above will result in a zero (0) score.</p>	
--	--	--	--

NO.		CRITERIA	WEIGHT
2.	Warehousing Facilities and Distribution		15
	Warehousing Facilities: Provide confirmation of the warehouse facility based of the requirements listed (15)	<p>a. Proof of ownership Warehouse facility with a minimum of 18 000 m² square meters or proof of leasing or letter of intent (5)</p>	

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

		<p>b. Floor plan with clear demarcations</p> <p>Clear outlined systems to receive, store and dispatch materials (3)</p> <p>c. Proof of transport in the form of list of available vehicles, proof of leasing in case of leased transport and roadworthy certificates for both owned and leased transport (2)</p> <p>(5)</p>	
3.	Company Experience		15
	<p>Provide reference letter(s) indicating successfully completed projects reflecting experience in End-to-End project management services in the procurement and distribution of LTSM and e-LTSM. Reference letters must be on letter heads, signed and must include contactable details of the references. (15)</p>	<p>Evidence of the following number of letters is required:</p> <p>a) 5 or more letters (15)</p> <p>b) 3 – 4 letters (10)</p> <p>c) 1 letter (5)</p>	
4.	Monitoring, tracking, reporting systems and mechanisms		10
4.1	<p>Procuring of a tracking solution for recovery and replacement of devices Monitoring, Tracking and Reporting. (10)</p>	<p>Provide a detailed proposal on innovative systems with the ability to perform the functions.</p> <p>(5)</p>	

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

		<p>a) Real time reporting tool (3)</p> <p>b) All the reporting areas as per the project scope (2)</p> <p>Provide a detailed plan on the system and data resource management inclusive</p> <p>a) Record keeping and reporting template (2)</p> <p>b) Monitor stock, inventory, delivery, and utilization (3)</p> <p>NB: Service Providers are expected to provide a detailed description on the proposal on innovative systems as well as a plan on the system and data resource management. Aspects not covered will result in a zero score (0) for the monitoring, tracking and reporting component.</p>	
Total points			100
Minimum Threshold			80
Note: Bidders scoring less than 80 points would not be considered for the next stage of evaluation			

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

4.2 Stage 1(c): Site Visit

Criteria	Points
Warehousing on the site verification	20
<p>a. Verify warehousing and production facility(ies) within Gauteng (10)</p> <p>i. a minimum of 18 000 (m²) square metres, to be verified using a floor plan (this can be in multiple premises within Gauteng) (5)</p> <p>ii. proof of ownership, lease or intent to lease (5)</p> <p>In case the bidder has multiple warehouses, these must meet all the above requirements.</p> <p>[There must be evidence of all the 4 requirements above, aspects not evident during inspection will result in a zero score (0)]</p> <p>b. Verify Physical floor plan with clear demarcation and warehousing protocols in line with your project plan (5)</p> <p>[There must be evidence of the specified requirements above, aspects not covered will result in a zero score (0)]</p> <p>c. Verify Physical clear outline system to receive, store and dispatch material. The above should include the ICT workstation (5)</p> <p>[There must be evidence of the specified requirements above, aspects not covered will result in a zero score (0)]</p>	
Capacity (Distribution)	20
<p>Do a presentation on how the project will be managed from end to end, inclusive but not limited to a demonstration of readiness to undertake the project, operations system, and the fleet</p> <p>a) Demonstrate the end-to-end process from procurement up to delivery, retrieval and assessment (10) -this should be all inclusive if one of the elements is omitted the bidder will score zero</p> <ol style="list-style-type: none"> 1. Procurement (1) 2. Aggregating and pre-loading (2) 3. Picking and packaging (2) 4. Warehousing (1) 5. Distribution and tracking (2) 6. Retrieval and assessment (2) 	

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

Criteria	Points
<ul style="list-style-type: none"> b) Warehousing with clear demarcation system to receive, store, picking, packaging and dispatch material including transport (5) c) Organogram indicating key role players within the project in relation to Human Resources in the capacity to deliver the services above (5) 	
Safety and Security	20
<p>OHS compliant in line with Covid 19 regulations (8)</p> <ul style="list-style-type: none"> a) Proof of training on first aid -certificates or attendance register (2) b) Fire Fighting Equipment available and inspected (e.g., fire extinguishers with evidence of regular servicing) (2) c) Evacuation procedures and charts clearly visible on the wall (2) d) valid OHS certificate(s) {where there are 2 or more warehouses (2) <p>Demonstrate security measures as outlined in the proposed plan to safeguard procured material until delivery to GDE institution (12)</p> <ul style="list-style-type: none"> a) Physical security measures safeguard the materials on site -alarm system operational and armed guarding services available (4) b) Security in transit measures available (4) c) Risk management plan in case of unrest or riots (4) 	
Total	60
Minimum threshold	50

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

4.3. Stage 2 (a): Preferential Points

Contract will be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act 5 of 2000) (R502: Preferential Procurement Regulations Procurement, 1 April 2017 Gazette Number 40553 of 20 January 2017, Vol 619 No .10684) Responsive bids will be adjudicated in terms of (90/10) preference point system in terms of which points are awarded to bidders on the basis of :

Area		Points
Price		90
BBBEE Points		10
B-BBEE Status Level of Contributor	Number of Points	
1	10	
2	9	
3	6	
4	5	
5	4	
6	3	
7	2	
8	1	
Non-compliant contributor	0	

5. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound and clearly indexed:

Section 1	Company profile (including proof of previous work undertaken in this respect contactable references, credentials/CV i.e. experience and qualifications of key personnel/ project team members)
Section 2	Delivery plan (full information required with regard to delivery taking into account the timelessness and risk factors for the project)
Section 3	Central Supplier Database (CSD) registration is a requirement that only needs to be met before appointment (which will be verified)

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

6. TERMS AND CONDITIONS

- 6.1 Successful Bidder(s) must be in a position to commence work as and when required
- Projects/services will be initiated by means of written instructions to the successful Bidder(s) by 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 The appointed services Provider will be liable for the safety of goods until the department takes delivery.
- 6.6 Service providers(s) must provide insurance certificate from accredited insurance Company/entities upon award.
- 6.7 Proof of insurance and indemnities to safeguard E-LTSM and LTSM (the insurance value should approximately be R 1 500 000.00 per annum)
- 6.8 Service providers to report on sub-contracting [It is in the best interest of the GDE to know how the contracted service providers deal with sub-contractors]
- 6.9 Demonstrate how you intend to breakdown the discounts between your company and GDE as contemplated under the terms and conditions of this bid. (Annexure A-C)

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

7. TIME FRAMES

OUTPUT	PERIOD
REQUEST FOR PROPOSAL FOR PROVISION OF PROJECT MANAGEMENT SERVICES IN THE PROCUREMENT, PACKAGING AND DISTRIBUTION OF ELECTRONIC LEARNING AND TEACHING MATERIALS (E-LTSM), TRADITIONAL AND SUPPLEMENTARY LEARNING AND TEACHING SUPPORT MATERIAL(LTSM)	THREE (3) YEARS FIXED CONTRACT
PROCUREMENT	REQUISITIONING PROCESS: APRIL – JULY OF EACH SCHOOL YEAR FOR THE DURATION OF THE CONTRACT
PRE-LOADING AGGREGATING AND PACKAGING	APRIL – JUNE DECEMBER – MARCH OF EACH SCHOOL YEAR FOR THE DURATION OF THE CONTRACT
DISTRIBUTION /DELIVERY OF LTSM TO SCHOOLS	1 AUGUST TO 30 NOVEMBER OF EACH SCHOOL YEAR FOR THE DURATION OF THE CONTRACT,
HANDOVER TO GDE	MANAGING AGENT HANDS OVER THE RECORDS TO GDE LTSM, E-LEARNING AND ITSM DIRECTORATES AT THE END OF THE CONTRACT

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM 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 contractor has not complied with any of the terms of this contract, the contractor 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 should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 9.4 Proposals should be compiled in the following manner:
 - a. Clear indexing of the proposal content must be included
 - b. One (1) original proposal (marked 'original') must be submitted
 - c. One (1) copy of the proposal (marked copy) must be submitted

REQUEST FOR PROPOSAL FOR PROVISIONING OF PROJECT MANAGEMENT SERVICE(S) ON LEARNING AND TEACHING SUPPORT MATERIAL (LTSM), ELECTRONIC LEARNING, TEACHING AND SUPPORT MATERIALS (e-LTSM), STATIONERY, PACKAGE AND DISTRIBUTE SUPPLYMENTARY AND ANY OTHER RESOURERSES REQUIRED BY SCHOOLS AND INSTITUTIONS OF LEARNING FOR THREE (3) YEARS FIXED TERM CONTRACT

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

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

9.6 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

9.7 Bidder(s) shall consider that the GDE's total requirements may not be allocated to only one Bidder

9.8 GDE reserves the right to engage in pre- post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusion

9.9 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).

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

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <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.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)