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

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

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

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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

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

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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



## CONSENT FORM FOR THE PROCESSING OF PERSONAL INFORMATION

[IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)]

*This form serves to confirm the Data Subject's consent for the Gauteng Department of ..... ("the Department") to process personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA), and the constitutional right to privacy.*

*By completing and signing this form, you acknowledge and consent to the processing of your personal information for the purposes outlined herein. This consent remains effective unless and until formally withdrawn.*

### PART A: DATA SUBJECT DETAILS

Full Name / Registered Company Name:

Residential / Postal / Business Address:

Contact Number(s):

Email Address:

### PART B: CONSENT AND DECLARATIONS

1. I understand that the Department may, in accordance with its operational requirements and applicable laws and policies, be required to process my personal information, including disclosure to internal units and contracted third parties, for the purpose of evaluating and administering the submission of this bid.
2. I expressly authorise the Department to process and/or further process any personal information I have submitted or which may be obtained during the bid process, solely for purposes aligned with lawful institutional mandates.
3. I acknowledge that processing may include but is not limited to storage, sharing, verification, and retention of personal or company data, in compliance with the Department's privacy framework.
4. I confirm that:
  - ☐ I have read, understood and accept the terms of this consent form;

- My personal information is accurate, current and complete; and
  - I will inform the Department of any changes to the information supplied.
- 5. I understand that I have the right to:
  - Request correction or deletion of my personal information if found to be inaccurate, outdated, excessive, or obtained unlawfully; and
  - Withdraw this consent at any time, subject to applicable laws and operational requirements.
- 6. I accept the Department's data security measures and protocols for the protection and responsible management of personal information.
- 7. I further understand and accept that the Department may retain relevant personal information for as long as it is lawfully required to fulfil bid-related, administrative, or legal obligations.
- 8. By signing below, I provide informed, voluntary, and irrevocable consent for the processing of my personal information as outlined in this document.

**Signed at:** \_\_\_\_\_

**On this:** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**NAME OF DATA SUBJECT / AUTHORISED REPRESENTATIVE:**

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

**NAME / DESIGNATION OF DEPARTMENTAL OFFICIAL:**

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

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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

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

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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


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

POINT SYSTEM

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

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

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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


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

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

Full Name	Identity Number	Name of State Institution

---

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

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

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

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

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

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

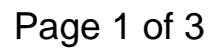
	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

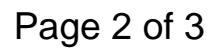
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or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

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

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

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





2024/11





# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 3 of 3

### BIDDERS JOB CREATION ANALYSIS

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

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

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

#### Comments to include:

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

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

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



**GAUTENG PROVINCE**

ENVIRONMENT  
REPUBLIC OF SOUTH AFRICA

## **TERMS OF REFERENCE**

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN  
SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN  
ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG  
METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE  
METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT  
MUNICIPALITIES**

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

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## **1. PURPOSE**

The Gauteng Department of Environment (GDEnv) seeks to appoint a suitable Service Providers to do litter picking and cleaning by EPWP participants in human settlements, public open spaces and other public facilities within all corridors of Gauteng for the G20 Summit to be held in Gauteng in November 2025 and beyond, to assist the municipal sphere of government to fulfil the constitutional mandate of government as per section 24 of the Constitution of the Republic of South Africa which guarantees the environmental rights of citizens.

## **2. BACKGROUND**

The **Group of Twenty (G20)** is the premier international forum for economic cooperation, bringing together the world's major economies to address global challenges. In recent years, the G20 has increasingly prioritised **environmental sustainability**, recognising the urgent need to combat climate change, restore ecosystems, and advance a circular economy. Within this framework, environmental sustainability is not only an ecological concern but also an economic and social imperative, directly linked to sustainable growth, job creation, and public health.

As the **host province of the G20 in South Africa**, Gauteng carries the responsibility of showcasing national progress on sustainable development. Being the country's most urbanised and industrialised province, Gauteng faces persistent environmental challenges, including high volumes of litter, illegal dumping hotspots, and waste management pressures that affect both urban centres and surrounding communities. These challenges, if left unaddressed, undermine efforts to present South Africa as a leader in environmental stewardship within the G20 platform.

It is therefore critical for the **Gauteng Department of Environment** to implement visible, impactful interventions that align with the G20's sustainability commitments. The **Bontle ke Botho (BkB) Clean and Green Campaign** provides a strategic vehicle to drive such interventions by mobilising communities, municipalities, and stakeholders to clean littered spaces, remove illegal dumping sites, and promote behavioural change in waste management. Through these initiatives, the Department not only addresses immediate environmental risks, but also demonstrates leadership in contributing to the G20's global sustainability goals, while fostering cleaner, healthier, and more liveable communities within the province.

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Like the rest of the world, South Africa has a challenge of unsustainable production and consumption patterns. It produces more than 122 million tons of waste, of which more than 45% is estimated to be produced in Gauteng. This voluminous waste has several environmental, economic, social and human health impacts.

Litter is unsightly and can be smelly and dirty, as well as physically harm people and animals. Discarded tyres and containers are the perfect places for mosquitoes to breed. At the same time, contaminated medical waste can spread diseases.

## **2.1. Bontle ke Botho Version 1**

Early in 2002, just a few months before the *World Summit on Sustainable Development* (WSSD) was held in Johannesburg, the Gauteng Provincial Government (GPG) announced the start of a **Clean and Green Campaign** through which the GPG would showcase its environmental work at the Summit. The then Department of Agriculture, Conservation and Environment (GDACE) was tasked with the responsibility of coordinating the campaign. Deliberations at the WSSD in 2002 resulted in an action-oriented plan called the *Johannesburg Plan of Implementation* (JPOI). The JPOI which focused on sustainable development targets and time frames, adopted a thematic cluster approach to environmental issues. The outcomes of the summit compelled the GPG to adopt a clean and green campaign as a strategy to implement the JPOI and renamed it the Bontle ke Botho (BkB), Gauteng's Clean and Green Campaign.

Aligned to the JPOI, the BkB adopted “**Sustainable Living and Poverty Alleviation**” as its overarching theme, supported by a cluster of sub-themes or focus areas including:

- Water conservation;
- Waste management;
- Energy efficiency; and
- Sustainable agriculture.

Later, “greening” was also added as a sub theme. The objectives of the original BkB campaign were to:

- mobilise communities to participate in the cleaning of the Province;
- create environmental awareness;
- encourage sustainable living practices;
- establish strategic partnerships; and
- democratisation.

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The Campaign, which hinged largely on cooperative governance, was implemented in the form of a competition which had categories for municipalities, wards, and schools. Participants in each category competed for prizes. One of the cardinal rules of the Campaign was that prizes won from the competition would only be used to expand projects or initiate new ones with the aim being to maximize the environmental footprint of the campaign. The structure of the campaign was based on the clean city competition nationally and the cost of the awards for the programme amounted, on average, to R4.5m per annum.

## **2.2. Bontle ke Botho Version 2**

In 2016, as part of the 5th Administration's priorities, the BkB Campaign was reviewed, repurposed, and packaged to speak to and meet the new Gauteng priorities. The repurposing meant that the Campaign ceased to be implemented as a competition-based campaign, focused away from water, energy and agriculture and was relaunched with strong focus on **Waste Management, Awareness and Greening**. The motivation for the repurposing was to respond to the crisis of inadequate municipal waste management services and the evident unmanaged and illegally dumped waste in townships across the Province, especially in most municipalities and to respond to climate change effects of heating, especially heat island effects.

The intention was to ensure that the **Gauteng Development Corridors** were environmentally sustainable and liveable. The new focus adopted creation of jobs and entrepreneurial opportunities through waste management and as the overarching theme of the Campaign. The objectives of the first phase of the campaign were then increased to 6 pillars, namely:

- education and awareness;
- mobilization of state and non-state actors on waste;
- partnerships;
- job creation;
- cleaning and greening; as well as
- environmental enforcement.

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The second version BkB campaign was capacitated and programmatic to support municipalities on rendering effective waste management. This included rolling out the BkB Programme to support municipalities responding to anti-litter, illegal dumping, and effective waste collection services. The resources were moved to fund anti-littering and clearance of illegal dumping in townships, especially in the two district municipalities of the Province. The major difference between Version 1 and this version was the funding of activities to support municipal waste management activities.

An emergency waste management plan was developed in partnership with Johannesburg, Ekurhuleni, Mogale City, Pikitup and the Province, submitted to the Gauteng Executive Council and implemented in Emfuleni Local Municipality and monitored by Gauteng Department of Cooperative Governance and Traditional Affairs (GCOGTA) to service this plan.

In addition, quarterly anti-litter and illegal dump programmes in Johannesburg, Tshwane, Ekurhuleni, West Rand and Lesedi were implemented in the implementation of the Campaign.

### **2.3. Bontle ke Botho Version 3**

The 6<sup>th</sup> Administration has further reviewed the second version of the campaign and indicated that's one of the undertakings of the 6th Administration, was to provide "full blown" environmental support under the prioritization strategy known as *Townships, Informal Settlements and Hostel* (TISH) to communities through the cleaning of:

- Townships;
- Informal Settlements; and
- Hostels.

The reprioritisation of the BkB to TISH focus areas is to fulfil the constitutional mandate of government as per section 24 of the Constitution of the Republic of South Africa which guarantees the environmental rights of citizens as follows:

"Everyone has the right - ... to an environment that is not harmful to their health or wellbeing; and ... to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that -

- (i) prevent pollution and ecological degradation;
- (ii) promote conservation; and
- (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development."

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The social impact of the BkB TISH will give dignity and instil pride in communities, especially the poor and vulnerable. It is also to respond to homelessness and joblessness.

This refocusing of BkB on TISH is to respond to a growing problem of litter and illegal dumps as directed by the President in the Presidential District Development Model Imbizo in Sedibeng on 12 August 2022, where the President commented on the state of litter in Gauteng in general and Emfuleni Local Municipality, in particular, thus directing the Premier to initiate an anti-litter, cleaning and illegal dump programme to change the situation.

### **3. PROBLEM STATEMENT**

#### **3.1. Impacts**

Gauteng province, like many other densely populated regions in the world, has massive problems regarding Waste Management across the five corridors.

##### **3.1.1. Environmental Impact**

Only 10% of urban and 3% of rural households in South Africa recycle part of their waste. 94% of the 48 million tons of hazardous waste goes to landfills. This results in:

- Contamination of soil and water;
- Blockage of storm water drains thereby leading to floods; and
- Landfills are filling up to capacity.

##### **3.1.2. Economic Impact**

Plastic pollution costs South Africa R88,5bn per year. Municipalities spend 35% - 40% of their budget on solid waste management. Property prices are reduced by up to 10% by landfills, litter, and illegal dumping in the area where affected properties are located.

##### **3.1.3. Social & Human Health Impact**

Litter is unsightly and can be smelly and dirty, as well as physically harm people and animals. Discarded tyres and containers are the perfect places for mosquitoes to breed. At the same time, contaminated medical waste can spread diseases.



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### **3.2. Rationale**

GDEnv seeks to manage waste through the cleaning or removal of illegal solid waste dumps in Gauteng's human settlements, public open spaces and other public facilities, to ensure protection human health and environment. In ensuring that all Development Corridors are environmentally sustainable and liveable, the GPG has, through its Department of Environment ("the GDEnv"), committed to support municipalities, private sector, NGOs and communities in all municipalities. Therefore, at the core of the GPG's commitment, is the ecologically sustainable protection of the environment for the present and future generations.

### **3.3. Partnerships**

To work with waste collectors, buy-back centres, municipalities, businesses and all relevant strategic partners in reduction of litter and illegal waste dump hotspots.

## **4. NATIONAL AND PROVINCIAL PRIORITIES AND STRATEGIES**

This project links with the following government priorities:

- 4.1 National Development Plan (NDP);
- 4.2 Expanded Public Works Programme (EPWP);
- 4.3 Transformation, Modernisation and Re-Industrialization Programme (TMR);
- 4.4 Gauteng Development Strategy (GDS);
- 4.5 Township Economic Revitalisation Programme (TER);
- 4.6 Framework of the New Economic Growth Path;
- 4.7 Growing Gauteng Together (GGT);
- 4.8 District Development Model (DDM) One Plan;
- 4.9 Gauteng Climate Change Implementation Plan; and
- 4.10 National Waste Management Strategy (2020).

## **5. PROJECT SCOPE OF WORK**

The project involves litter picking as well as the removal of illegal solid waste dumps in various areas. The scope of work for the project entails the following:

- (a) Assign one (1) competent and qualified person with proven project management skills as a project manager to the project permanently for the entire duration of the project and his/her responsibilities;
- (b) Efficient administration of the project;

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- (c) Appointment of the EPWP participants in accordance with the Departmental protocols;
- (d) Adherence to the employment demographics targets as required in the EPWP Phase 5 Guidelines for (2024-2029) stipulating the following- 60% youth; 55% females; 2% people with disabilities as well in line with Military Veterans Memorandum of Understanding with the Department;
- (e) Ensuring timeous provision of adequate number of EPWP workers per corridor to effectively undertake the work in line of project scope;
- (f) The service provider must comply with all relevant legislative requirements including, but not limited to the following:
  - (i) EPWP Ministerial Determination 4 for Basic Condition of Employment for Expanded Public Programme Workers (2025);
  - (ii) Ensure that all the EPWP participants are covered under the Compensation for Occupational Injuries and Diseases Act (Act of 130 of 1993);
  - (iii) The service must ensure compliance with the Unemployment Insurance Act (Act 63 of 2001)
- (g) The Service provider must comply with the Occupational Health and Safety Act, Act 85 of 1993 and other applicable regulations;
- (h) Collection and transportation of the collected waste/ litter to the approved landfill sites.
- (i) The management of the performance of the workers and institution of disciplinary actions in cases of non-performance.

***Note: Should the service provider's operator or employee be incompetent, impertinent, unreasonable, fail to carry out his instructions, no valid documentation available or otherwise hinder the progress of the work; the Service provider shall remove him/her from the site of the works immediately upon receiving the official's objection to this employee and replace him/her within 12 hours. Such an objection or request shall be confirmed in writing. This employee shall not be re-employed for work in terms of this project without the written consent of GDEnv.***

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## **6. SPECIFICATIONS AND DELIVERABLES**

### **6.1. Equipment and Resources**

In order to deliver the Project, the Service Providers will need the below-prescribed **equipment and resources** for the execution of the Project (**refer to Annexure A**). The Service Providers are required to hire EPWP participants, plant for cleaning and ensure removal of illegal dumping hotspots.

### **6.2. Flexibility of Clean-up Areas**

The Department reserves the right to amend or reallocate clean-up areas within the same municipality, based on operational requirements, environmental priorities, or emerging service needs. Such changes shall not constitute a Purchase Order (PO) or tender variation and shall not result in any additional costs being charged to the Department. The appointed Service Providers shall make these adjustments within the scope of the contract and with no extra financial implication.

### **6.3. Administration of the Project**

The Service Providers must:

- (a) distribute equipment timeously, keep EPWP attendance registers, and ensure that work is carried out efficiently; and
- (b) see to the payment of the EPWP participants in terms of the payment schedule prescribed by the Department.

### **6.4. Transport**

The Service Provider's Project Manager must ensure that:

- (a) A certified copy of an unendorsed public drivers permit and of a driving licence for each driver of the prescribed vehicle is available for submission upon request of the GDEnv and relevant authorities;
- (b) the Service Provider must comply with the various municipal waste transporters requirements; and
- (c) the Service Provider is registered as a Waste Transporter in terms of the Gauteng Waste Information Regulations, 2004.

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## **6.5. Occupational Health and Safety Requirements**

The Service Providers, must, through its Project Manager, or the Project Manager's delegate:

- (a) Provide the workers with appropriate Personal Protective Equipment (PPE) before the commencement of the work;
- (b) Ensure that the workers are capacitated to be aware of the Service Provider's Health and Safety Policy and the potential risks and hazards associated with their tasks;
- (c) Provide each team with first aid equipment;
- (d) Designate a knowledgeable health and safety representative; and
- (e) Report all occupational health incidents and accidents to the Department within 24 hours.

## **7. PROJECT MANAGEMENT**

### **7.1. Inception Meeting**

After appointment, the Service Providers will meet with the relevant GDEnv officials to:

- (a) Establish a Project Steering Committee and Project Management Team;
- (b) Confirm and agree on the Scope of Work and Deliverables in terms of the Project;
- (c) Agree on Timeframes and Milestones; and
- (d) Agree on the roles and responsibilities of the Project Management Team and the Project Steering Committee.

### **7.2. Project Management Team (PMT)**

- (a) The PMT must consist of a core group of individuals as determined by the GDEnv and the Service Provider that meet, as a minimum, bi-weekly, or as and when determined by the GDEnv, throughout the duration of the Project.
- (b) All PMT meetings must be scheduled and coordinated by the Service Provider.
- (c) The PMT in writing reports to the PSC on a monthly basis.
- (d) The Service Providers must report directly and hand over all deliverables to be reviewed to the GDEnv Project Manager.

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### **7.3. Project Steering Committee**

- (a) In addition to GDEnv officials and Service Provider representatives, the Project Steering Committee may co-opt:
  - (i) Strategic-level individuals that facilitate a collaborative approach between key role-players in the level of government concerned;
  - (ii) Representatives from affected Provincial Sector Departments and Municipalities; and
  - (iii) Representatives from the Recycling Industries, Buy-back Centres and Recycling Organisations.
- (b) The frequency of meetings by the PSC will be determined and agreed upon during project inception.
- (c) The service provider will be responsible to convene and play administrative role in the PSC meetings.

## **8. ROLES AND RESPONSIBILITIES**

### **8.1. The Duties of the GDEnv will be to:**

- (a) Arrange the project initiation meeting with the Service Providers.
- (b) Provide technical advice during the implementation of the Project;
- (c) Provide any available relevant information that may help the Service Providers to execute the Project;
- (d) Process payment upon receipt of a detailed invoice accompanied by the agreed deliverables, subject to verification and acceptance by the GDEnv;
- (e) Oversee the Project;
- (f) Cover the approved fee of the Service Providers as detailed in the SLA;
- (g) Identify a Project Coordinator to coordinate the Project.

### **8.2. The Duties of the Service Providers will be to:**

- (a) Develop a comprehensive Project Implementation Plan as per requirements and scope of work in terms of reference.
- (b) Manage the Project's day-to-day activities and operations to achieve the objectives and do justice to the Project's Scope of Work;
- (c) Hold periodic project management team meetings (as per agreement during inception), as well as monthly project steering committee meetings, provide secretariat duties, prepare minutes and keep reports of the proceedings.
- (d) Be responsible for all procurement relating to the Project Operations;

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- (e) Submit a final implementation report to the GDEnv including an account of how all deliverables were achieved.
- (f) Provide weekly and monthly productivity reports (appending [before and after] pictorial evidence), referring to, amongst other aspects to:
  - (i) areas/spots covered in the cleaning;
  - (ii) number of participants in the programme;
  - (iii) the demographics; and
  - (iv) the tonnages waste handled; and
- (g) Do adequate budget planning in order to achieve the objectives and do justice to the Project's Scope of Work.

## **9. BID EVALUATION CRITERIA**

### **9.1. GENERAL**

Bids will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999, the Gauteng Department of Environment Supply Chain Management Policy, the Preferential Procurement Policy Framework Act 5 of 2000 and the Preferential Procurement Regulations, 2022 (PPR).

#### **STAGE 1 will be the evaluation of bids in terms of:**

- Stage 1A: Mandatory and Other (Returnable) Documents
- Stage 1B: Functionality

**NOTE: *During any of these stages of evaluation, a bidder that does not meet the prescribed criteria and minimum threshold/s for functionality, will not be considered for further evaluation.***

#### **STAGE 2 – Preference Point System will be the evaluation of bids in terms of:**

- Price (80 points); and
- Specific Goals (20 points): bids meeting all the requirements in Stage One will be evaluated in terms of Regulation 4 of the PPR, 2022.

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## **9.2. STAGE 1 - EVALUATION ON DOCUMENTATION**

### **9.2.1 Stage 1A: Mandatory Documents (NB: Copies of Certified Copies are unacceptable)**

**The Bidder must submit a/an:**

- a) Fully completed and signed Invitation to Bid Form **SBD 1**;
- b) Fully completed and signed Declaration of Interest Form **SBD 4**;
- c) Original certified copy (not older than three months) of a valid letter of good standing in respect of Workman's Compensation (Compensation of Injuries and Diseases Act 130 of 1993) in the bidder's name;
- d) Original certified copy of the Joint Venture or Consortium Agreement signed by all parties (showing revenue split), if applicable;
- e) Signed Organisational Environment, Health, and Safety Policy;
- f) Fully completed **Pricing Schedule** (applicable Annexure A1 - A5) and **SBD 3.1**. The total price must include recruitment, project management, procurement of goods and services and all applicable taxes, without altering the offered prices for stipends (any alterations will lead to disqualification). **The detailed pricing proposal must be submitted in a separate envelope ONLY and not as part of the technical proposal. Failure to comply with these instructions will result in disqualification.**
- g) Fully completed **Annexure B** must indicate only **one (1) Primary Corridor** and **one (1) Secondary Corridor**. The Primary Corridor must be supported with a copy of a proof of address (within the selected corridor) in the name of the Bidder and not older than three (3) months. **Failure to correctly complete Annexure B will result in disqualification.**
- h) Signed affidavit by the Bidder confirming the availability of transport (suitable 4-ton truck or higher capacity). The letter must be accompanied by **proof of ownership** or **proof of lease** for the truck(s) and must be signed by a Commissioner of Oath.

- **Own Transport:**

**If the Bidder owns the truck(s)**, the following documents must be submitted:

- (i) Original certified copy of the truck(s) vehicle registration or licence document.
  - Must clearly verify the ownership of the truck(s).
  - Must specify the type and size of the truck(s) to be used.
- (ii) Submit evidence of comprehensive vehicle insurance for the truck(s).

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- **Leased Transport:**

**If the Bidder will lease the truck(s)**, the following documents must be submitted:

- (i) Letter of Intent from the lessor:
  - Must be on the official letterhead of the lessor.
  - Must be signed by the lessor.
  - Must confirm the commitment to supply the truck(s).
  - Must specify the type and size of the truck(s) to be provided.
  - Attach an original certified copy of the truck(s) vehicle registration or licence document.
  - Must specify the comprehensive vehicle insurance for the truck(s) is included.

**Important Note:**

- **The Department reserves the right to verify the documentation provided;**
- **Any misrepresentation or falsification will lead into disqualification and may also lead to criminal charges; and**
- **The Department will not cover extra costs for higher capacity trucks.**

## **9.2.2 Stage 1A: Other (Returnable) Documents**

**Bidders are required to submit the following documents:**

- a) Tax Compliance Status Pin (for Consortiums or Joint Ventures, submit a Tax Compliance Status Pin for each party);
- b) Proof of National Treasury Central Supplier Database (CSD) registration (for Consortiums or Joint Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party);
- c) Bidder Company Profile;
- d) Bidder registration (CIPC) document.
- e) Original certified copy of a valid B-BBEE Status Level Verification Certificate or an original certified copy of a valid Sworn Affidavit to claim preference points on specific goals.
- f) Original certified copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability to claim preference points on specific goals.

***NB: Only certified copies of the original document will be accepted. Copies of certified documents will not be accepted.***



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### 9.2.3 Stage 1B: Functionality Evaluation

This stage entails the evaluation of bids on functionality – the total functionality points are 100 and the **minimum functionality threshold is 65 points**. During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second stage of evaluation i.e., Preference Point System. It must be noted that the functionality points allocated will not form part of the total preference points.

Heading	Comment	Points
<b>Project Implementation Plan</b>	<p>Project Implementation Plan to include:</p> <ol style="list-style-type: none"> <li>1) Clear and detailed activity plan (all the activities that will be implemented in the Project).</li> <li>2) Project resources.</li> <li>3) Project schedule.</li> <li>4) Management plan (organogram and the roles and responsibilities in the Project)</li> </ol> <ul style="list-style-type: none"> <li>• Project implementation plan including all (4) aspects mentioned above = <b>20 points</b></li> <li>• Project implementation plan including only (3) aspects mentioned above = <b>15 points</b></li> <li>• Project implementation plan including only (2) aspects mentioned above = <b>10 points</b></li> <li>• Project implementation plan including only (1) aspect mentioned above = <b>5 points</b></li> <li>• No project implementation plan = <b>0 points</b></li> </ul>	<b>20</b>
<b>Project Manager, Qualification and Experience (attach CV)</b>	<p><b>Certified Qualifications of the Project Manager</b></p> <ul style="list-style-type: none"> <li>• Submission of a minimum Diploma (NQF Level 6) in Natural Sciences/ Environmental Management or in Project Management = <b>10 points</b></li> </ul>	<b>20</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Heading	Comment	Points
	<ul style="list-style-type: none"> <li>• Non-submission of a minimum Diploma (NQF Level 6) in Natural Sciences/ Environmental Management or in Project Management = <b>0 points</b></li> </ul> <p><b>Experience of the Project Manager (10)</b></p> <ul style="list-style-type: none"> <li>• Submission of a minimum of 10 years' experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>10 points</b></li> <li>• Submission of a minimum of 8-9 years' experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>8 points</b></li> <li>• Submission of a minimum of 6-7 years' experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>6 points</b></li> <li>• Submission of a minimum of 4-5 years' experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>4 points</b></li> <li>• Submission of a minimum of 2-3 years' experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>2 points</b></li> <li>• Submission of a minimum of 1 year experience in Project Management in the field of Natural Resources Management or Environmental Management = <b>0 points</b></li> </ul>	

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Heading	Comment	Points
	<p><b><i>Note: Only certified copies of the original qualification certificate will be accepted. Copies of certified documents will not be accepted (certification not older than three months).</i></b></p>	
<p><b>Project Coordinators</b> (South African citizens only, as per ministerial determination on EPWP): technical and project management skills of site-based individuals (attach CV)</p>	<ul style="list-style-type: none"> <li>• Two (2) Project Coordinators required - must have completed internship programme and must be unemployed currently.</li> <li>• CVs of skilled &amp; experienced Project Coordinators within the Service Provider assigned to this project where project execution will be taking place, should be attached to the Project Plan.</li> <li>• Qualification and Experience of Project Coordinators. <ul style="list-style-type: none"> <li>○ Two (2) CVs of Project Coordinators, each with a Natural Sciences qualification (minimum Diploma / NQF Level 6) and each with six months internship experience (letter of completion for internship to be attached with verifiable contacts) <b>= 25 points</b></li> <li>○ Less than Two (2) CVs of Project Coordinators with a Natural Sciences qualification (minimum Diploma / NQF Level 6) or no letter of completion of internship = <b>0 points</b></li> </ul> </li> </ul> <p><b><i>Note: Only certified copies of the original qualification certificates and Letters of Completion of Internship will be accepted. Copies of certified documents will not be accepted (certification not older than three months).</i></b></p>	<p><b>25</b></p>

**BONTLE KE BOTHO (BKB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

<b>Heading</b>	<b>Comment</b>	<b>Points</b>
<b>Occupational Health and Safety Requirements for Representatives</b> (attach CVs)	<p>Attach Two (2) CVs of Health and Safety Representatives</p> <ul style="list-style-type: none"> <li>Two (2) CVs of Health and Safety Representatives with accredited certificate and minimum of 1-year experience = <b>10 points</b></li> <li>Non-submission or less than Two (2) CVs submitted = <b>0 points</b></li> </ul> <p><i><b>Note: Only certified copies of the original qualification certificate will be accepted. Copies of certified documents will not be accepted (certification not older than three months).</b></i></p>	<b>10</b>
<b>Bidder's Relevant Proven Track Record</b> (Environmental Education (EE) / Waste Management/ Natural Resource Management)	<p>Proof of Bidder's experience, expertise in the field and proven track record. Attach relevant job completion certificates on client letterheads or client reference letters containing contact details for verification of the jobs previously undertaken.</p> <ul style="list-style-type: none"> <li>5 Job completion certificates or reference letters of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management projects completed = <b>25 points</b></li> <li>4 Job completion certificates or reference letters of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management projects completed = <b>20 points</b></li> <li>3 Job completion certificates or reference letters of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management projects completed = <b>15 points</b></li> </ul>	<b>25</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Heading	Comment	Points
	<ul style="list-style-type: none"> <li>• 2 Job completion certificates or reference letters of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management projects completed = <b>10 points</b></li> <li>• 1 Job completion certificate or reference letter of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management project completed = <b>5 points</b></li> <li>• No job completion certificates or reference letters of EPWP Environmental Education and Awareness or Waste Management or Natural Resource Management projects completed = <b>0 points</b></li> <li>• No verifiable contacts on the job completion/reference letter projects completed = <b>0 points</b></li> </ul>	
<b>TOTAL</b>	<b>Maximum score for Stage 1B</b>	<b>100</b>
<b>Minimum Threshold</b>	<b>Note: Bidders scoring less than 65 points would not be considered for further evaluation</b>	

## **9.2 STAGE 2: PREFERENCE POINT SYSTEM (PRICE AND SPECIFIC GOALS)**

The Price and Specific goals will be evaluated and scored in terms of Regulations 4.(1) and 4.(2) of the Preferential Procurement Regulations, 2022, as follows:

SPECIFIC GOALS	POINTS
Price	80
Specific goals	20

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Bids will be evaluated in terms of the 80/20 Preference Point System.

A maximum of 80 points is allocated for Price on the following basis:

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

**Specific goals points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:**

<b>Specific Goals (historically disadvantaged individuals)</b>	<b>Number of Points</b>
<b>Black owned</b>	<b>4</b>
<b>Women owned</b>	<b>3</b>
<b>Owned by People with Disabilities</b>	<b>5</b>
<b>Owned by Youth</b>	<b>3</b>
<b>Owned by Military Veterans</b>	<b>5</b>

To qualify for the total allocated points per Specific Goal, the Bidder must submit evidence of **100% ownership** for the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points. The Bidder's verified ownership percentage relevant to the identified Specific Goal listed above, will be applied on a *pro rata* basis to the number of points available, if not 100% owned.

#### **Ownership Verification Process:**

- The Bidder's CSD Report will be used for scoring and evaluating of the above ownership percentages.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Bidder, based on the Specific Goals outlined in this Terms of Reference document and the SBD 6.1 form.
- In the case of a partnership/ consortium/ joint venture, only an original and valid consolidated B-BBEE Status Level Verification Certificate will be considered for evaluation purposes (or an original certified copy thereof).

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- Refer to Clause 9.2.2 under “*Other Returnable Documents*” for further guidance on B-BBEE certificates and/or sworn affidavits.
- An original certified copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability.
- If the Bidder’s ownership status cannot be verified for evaluation purposes, the Bidder will forfeit the allocated points for Specific Goals.

**Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on [www.treasury.gov.za](http://www.treasury.gov.za)**

## **10. SUBMISSION OF PROJECT PROPOSAL**

10.1 Bidders must neatly bind their bid document/s and ensure that all pages are completed in full and duly signed. All submissions must be made as follows:

- (i) The hard copy proposal must be submitted in **2 different sealed envelopes, one (1) proposal for technical and one (1) proposal for price.**
- (ii) The submissions must be clearly marked with the description and the RFP number and submitted at Gauteng Department of Agriculture and Rural Development, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg

10.2 Proposals must be compiled in the following manner:

- (iii) The proposal content must be clearly indexed;

10.3 The following information must appear on the outside of the sealed proposal:

- (iv) Name of Bidder;
- (v) Description of Proposal;
- (vi) RFP Number; and
- (vii) Closing Date and Time.

## **11. EXPERIENCE AND EXPERTISE REQUIRED**

The service provider must make available sufficiently qualified and trained personnel and their CVs to the Department. The service provider must be able to commence rendering the required services at an effective level on the specified date. Failure to do so will be breach of contract by service provider Team.

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## **12. DURATION**

The successful bidder/s will enter into a SLA with the GDEnv for a 6-month period. The Service Provider will be legally bound to deliver within the term of the SLA.

## **13. AWARDING OF THE BID**

The Department reserves the right to award the bid to one or multiple bidder(s), based on their expertise and experience in the respective project focus areas. The objective of this bid is to award one (1) Service Provider for each of the five (5) corridors within the Gauteng Province. All acceptable tenderers will be evaluated in Stage 2 based on the bidders' primary corridor selection. The highest scoring bidder for each corridor will be considered for award.

If a corridor does not receive any acceptable tenders, the Department reserves the right to evaluate the acceptable tenders based on the bidders' secondary corridor selections. In such cases, the highest scoring bidder per corridor will be considered for award. Where necessary, and in order to ensure the successful implementation of the project across all five (5) corridors and to prevent any service delivery delays, the Department may award more than one corridor to a single bidder.

## **14. GENERAL ISSUES**

Should the service provider's operator or employee be incompetent, impertinent, unreasonable, fail to carry out his instructions, no valid documentation available or otherwise hinder the progress of the work; the Service provider shall remove him from the site of the works immediately upon receiving the official's objection to this employee and replace him/her within 12 hours. Such an objection or request shall be confirmed in writing. This employee shall not be re- employed for work in terms of this project without the written consent of GDEnv.

## **15. GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING**

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder/s in this regard, if required.



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## **16. NON-COMPULSORY BRIEFING SESSION**

No briefing session.

## **17. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)**

- a) In order for the Department to consider the Bidder's response to the bid, the Department, it will be necessary for the Department to process certain personal information which the Bidder may share with the Department, for the purpose of the response to bid, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").
- b) The Department will process the Bidder's Personal Information in accordance with the Department's applicable policies and manuals.
- c) Access to Bidder's Personal Information and Purpose Specification.  
The Department will process Personal Information for purposes of assessing the Bidder's submission in relation to the RFQ, i.e., the purpose of assessing current services/goods required by the Department. the Department may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, Bidder acknowledges that the Department's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.
- d) Consent  
By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to the Department's processing of the Bidder's Personal Information for the purposes of evaluating its RFQ submission, including to confirm and to verify any information provided in the submission and Bidder gives the Department permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to the Department and the Bidder agrees that the Personal Information may be disclosed by the Department to third parties, including the Department's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraws its consent at any stage, the Department may be unable to process Bidder's RFQ.

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## **18. GDEnv CONTACT PERSONS**

**Administrative enquiries should be directed to:**

**Mr. Teboho Kanapi**

**Email:** [Teboho.Kanapi@gauteng.gov.za](mailto:Teboho.Kanapi@gauteng.gov.za)

**Technical enquiries should be directed to:**

**Ms. Bentley Nofemela**

**Email:** [bentley.nofemela@gauteng.gov.za](mailto:bentley.nofemela@gauteng.gov.za)

**BONTLE KE BOTHO (BKB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

## **ANNEXURE A1 – JOHANNESBURG METRO:**

### **PRICE SCHEDULE FOR BKB LITTER PICKING AND EPWP CLEAN UPS**

#### **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

**Bid Number:** .....

**Closing date:** ..... **Closing Time:** 11:00

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION AND BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Payment of Stipends</b> <i>*No alternative offers, or alteration of pre-determined rates &amp; amounts are allowed in Section A</i>				
<b>Skilled Participants (132 working days)</b>	Project Supervisor	<b>2</b>	<b>R 180.00</b>	<b>R 47,520.00</b>
	Health & Safety Officer	<b>2</b>	<b>R 160.00</b>	<b>R 42,240.00</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Unskilled Participants</b> <i>(Strictly recruited from local communities near project sites)</i> <b>(132 working days)</b>	General Worker	<b>42</b>	<b>R 140.00</b>	<b>R 776,160.00</b>
<b>Section A = Stipend Sub-Total (non-vatable items)</b> <i>Adding VAT on the stipend (wage) amounts may constitute non-compliance with tax regulations.</i>				<b>R 865,920.00</b>
<b>Recruitment fees of Participants</b>	EPWP participants for full duration of the project (including replacement of resigned participants). The demographics are as follows; each project site must at least employ of 55% of women, 60% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP projects)	<b>46</b>		
<b>Procurement of Resources Needed for the Project</b>	<b>V-Shaped Aluminium Litter Pickers</b> Extremely Strong & Durable and lasts longer than most other materials. Uses Less Energy Consumption as it does not need to be replaced as often. Can be Recycled over and over as it does not	<b>42</b>		

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
	Corrode 100% Recyclable.			
	<b>Spade:</b> All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Fork:</b> All steel, cast steel grip, blade width 2005 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Rake:</b> All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Plastic Rake</b> with Wooden Handle 19T, 1320mm Length: 1320mm (1,320mm in metric) Number of Teeth: 19	<b>42</b>		
	<b>Platform Brooms</b> handle material – Wood Length 610mm	<b>42</b>		
	<b>4-ton truck, drop side (1 truck)</b>	<b>132 days</b>		
<b>Admin: Project Management for 46 EPWP participants for 132 days</b>	Project administration consisting of: Records management: ✓ Attendance registers.	<b>132 days</b>		

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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	<ul style="list-style-type: none"> <li>✓ Pay registers.</li> <li>✓ Timesheets.</li> <li>✓ Formal employment contracts.</li> <li>✓ ID copies.</li> <li>✓ UIF &amp; COIDA Cover</li> <li>✓ Pay slips etc.</li> <li>✓ Compilation of statistical reports (Financial &amp; narrative reports etc)</li> <li>✓ Close-out reports</li> </ul>			
<b>Implementation/Project Handling Fees</b>				
<b>Section B = Sub-Total</b> <i>excluding VAT (vatable items)</i>				
<b>Section C = VAT @ 15% on B only</b> <i>(Do not charge VAT for A (stipends are wages = non-vatable items)</i>				
<b>Section D = A (stipends/wages = non-vatable items) + B (subtotal excluding VAT (vatable Items) + C (15% VAT)</b>				

### Contingency Costs

The service provider will be permitted to bill GDENV for additional contingency expenses, with respect to all items on the scope of work and this will be limited to 7.5% of the value of a bid price quoted by the service provider. The contingency will be considered only for items listed on the deliverable/price schedule and provided there is proof that the use contingency was necessary.

**BONTLE KE BOTHO (BKB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

## **ANNEXURE A2 – EKURHULENI METRO:**

### **PRICE SCHEDULE FOR BKB LITTER PICKING AND EPWP CLEAN UPS**

#### **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

**Bid Number:** .....

**Closing date:** ..... **Closing Time:** 11:00

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION AND BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Payment of Stipends</b> <i>*No alternative offers, or alteration of pre-determined rates &amp; amounts are allowed in Section A</i>				
<b>Skilled Participants (132 working days)</b>	Project Supervisor	<b>2</b>	<b>R 180.00</b>	<b>R 47,520.00</b>
	Health & Safety Officer	<b>2</b>	<b>R 160.00</b>	<b>R 42,240.00</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
<b>Unskilled Participants</b> (Strictly recruited from local communities near project sites) (132 working days)	General Worker	<b>42</b>	<b>R 140.00</b>	<b>R 776,160.00</b>
<b>Section A = Stipend Sub-Total (non-vatable items)</b> <i>Adding VAT on the stipend (wage) amounts may constitute non-compliance with tax regulations.</i>				<b>R 865,920.00</b>
<b>Recruitment fees of Participants</b>	EPWP participants for full duration of the project (including replacement of resigned participants). The demographics are as follows; each project site must at least employ of 55% of women, 60% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP projects)	<b>46</b>		
<b>Procurement of Resources Needed for the Project</b>	<b>V-Shaped Aluminium Litter Pickers</b> Extremely Strong & Durable and lasts longer than most other materials. Uses Less Energy Consumption as it does not need to be replaced as often. Can be Recycled over and over as it does not	<b>42</b>		



**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
	Corrode 100% Recyclable.			
	<b>Spade:</b> All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Fork:</b> All steel, cast steel grip, blade width 2005 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Rake:</b> All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Plastic Rake</b> with Wooden Handle 19T, 1320mm Length: 1320mm (1,320mm in metric) Number of Teeth: 19	<b>42</b>		
	<b>Platform Brooms</b> handle material – Wood Length 610mm	<b>42</b>		
	<b>4-ton truck, drop side (1x truck)</b>	<b>132 days</b>		
<b>Admin: Project Management for 46 EPWP participants for 132 days</b>	Project administration consisting of: Records management: ✓ Attendance registers.	<b>132 days</b>		

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
	<ul style="list-style-type: none"> <li>✓ Pay registers.</li> <li>✓ Timesheets.</li> <li>✓ Formal employment contracts.</li> <li>✓ ID copies.</li> <li>✓ UIF &amp; COIDA Cover</li> <li>✓ Pay slips etc.</li> <li>✓ Compilation of statistical reports (Financial &amp; narrative reports etc)</li> <li>✓ Close-out reports</li> </ul>			
<b>Implementation/Project Handling Fees</b>				
<b>Section B = Sub-Total</b> <i>excluding VAT (vatable items)</i>				
<b>Section C = VAT @ 15% on B only</b> <i>(Do not charge VAT for A (stipends are wages = non-vatable items)</i>				
<b>Section D = A (stipends/wages = non-vatable items) + B (subtotal excluding VAT (vatable Items) + C (15% VAT)</b>				

### Contingency Costs

The service provider will be permitted to bill GDENV for additional contingency expenses, with respect to all items on the scope of work and this will be limited to 7.5% of the value of a bid price quoted by the service provider. The contingency will be considered only for items listed on the deliverable/price schedule and provided there is proof that the use contingency was necessary.

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## **ANNEXURE A3 – TSHWANE METRO:**

### **PRICE SCHEDULE FOR BKB LITTER PICKING AND EPWP CLEAN UPS**

#### **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

**Bid Number:** .....

**Closing date:** ..... **Closing Time:** 11:00

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION AND BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Payment of Stipends</b> <i>*No alternative offers, or alteration of pre-determined rates &amp; amounts are allowed in Section A</i>				
<b>Skilled Participants (132 working days)</b>	Project Supervisor	<b>2</b>	<b>R 180.00</b>	<b>R 47,520.00</b>
	Health & Safety Officer	<b>2</b>	<b>R 160.00</b>	<b>R 42,240.00</b>

**BONTLE KE BOTHO (BKB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
<b>Unskilled Participants</b> <i>(Strictly recruited from local communities near project sites)</i> <b>(132 working days)</b>	General Worker	<b>42</b>	<b>R 140.00</b>	<b>R 776,160.00</b>
<b>Section A = Stipend Sub-Total (non-vatable items)</b> <i>Adding VAT on the stipend (wage) amounts may constitute non-compliance with tax regulations.</i>				<b>R 865,920.00</b>
<b>Recruitment fees of Participants</b>	EPWP participants for full duration of the project (including replacement of resigned participants). The demographics are as follows; each project site must at least employ of 55% of women, 60% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP projects)	<b>46</b>		
<b>Procurement of Resources Needed for the Project</b>	<b>V-Shaped Aluminium Litter Pickers</b> Extremely Strong & Durable and lasts longer than most other materials. Uses Less Energy Consumption as it does not need to be replaced as often. Can be Recycled over and over as it does not	<b>42</b>		

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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	Corrode 100% Recyclable.			
	<b>Spade:</b> All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Fork:</b> All steel, cast steel grip, blade width 2005 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Rake:</b> All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Plastic Rake</b> with Wooden Handle 19T, 1320mm Length: 1320mm (1,320mm in metric) Number of Teeth: 19	<b>42</b>		
	<b>Platform Brooms</b> handle material – Wood Length 610mm	<b>42</b>		
	<b>4-ton truck, drop side (1 x truck)</b>	<b>132 days</b>		
<b>Admin: Project Management for 46 EPWP participants for 132 days</b>	Project administration consisting of: Records management: ✓ Attendance registers.	<b>132 days</b>		

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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	<ul style="list-style-type: none"> <li>✓ Pay registers.</li> <li>✓ Timesheets.</li> <li>✓ Formal employment contracts.</li> <li>✓ ID copies.</li> <li>✓ UIF &amp; COIDA Cover</li> <li>✓ Pay slips etc.</li> <li>✓ Compilation of statistical reports (Financial &amp; narrative reports etc)</li> <li>✓ Close-out reports</li> </ul>			
<b>Implementation/Project Handling Fees</b>				
<b>Section B = Sub-Total</b> <i>excluding VAT (vatable items)</i>				
<b>Section C = VAT @ 15% on B only</b> <i>(Do not charge VAT for A (stipends are wages = non-vatable items)</i>				
<b>Section D = A (stipends/wages = non-vatable items) + B (subtotal excluding VAT (vatable Items) + C (15% VAT)</b>				

### Contingency Costs

The service provider will be permitted to bill GDENV for additional contingency expenses, with respect to all items on the scope of work and this will be limited to 7.5% of the value of a bid price quoted by the service provider. The contingency will be considered only for items listed on the deliverable/price schedule and provided there is proof that the use contingency was necessary.

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## **ANNEXURE A4 – SEDIBENG DISTRICT:**

### **PRICE SCHEDULE FOR BKB LITTER PICKING AND EPWP CLEAN UPS**

#### **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

**Bid Number:** .....

**Closing date:** ..... **Closing Time:** 11:00

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION AND BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Payment of Stipends</b> <i>*No alternative offers, or alteration of pre-determined rates &amp; amounts are allowed in Section A</i>				
<b>Skilled Participants (132 working days)</b>	Project Supervisor	<b>2</b>	<b>R 180.00</b>	<b>R 47,520.00</b>
	Health & Safety Officer	<b>2</b>	<b>R 160.00</b>	<b>R 42,240.00</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
<b>Unskilled Participants</b> <i>(Strictly recruited from local communities near project sites)</i> <b>(132 working days)</b>	General Worker	<b>42</b>	<b>R 140.00</b>	<b>R 776,160.00</b>
<b>Section A = Stipend Sub-Total (non-vatable items)</b> <i>Adding VAT on the stipend (wage) amounts may constitute non-compliance with tax regulations.</i>				<b>R 865,920.00</b>
<b>Recruitment fees of Participants</b>	EPWP participants for full duration of the project (including replacement of resigned participants). The demographics are as follows; each project site must at least employ of 55% of women, 60% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP projects)	<b>46</b>		
<b>Procurement of Resources Needed for the Project</b>	<b>V-Shaped Aluminium Litter Pickers</b> Extremely Strong & Durable and lasts longer than most other materials. Uses Less Energy Consumption as it does not need to be replaced as often. Can be Recycled over and over as it does not	<b>42</b>		



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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	Corrode 100% Recyclable.			
	<b>Spade:</b> All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Fork:</b> All steel, cast steel grip, blade width 2005 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Rake:</b> All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Plastic Rake</b> with Wooden Handle 19T, 1320mm Length: 1320mm (1,320mm in metric) Number of Teeth: 19	<b>42</b>		
	<b>Platform Brooms</b> handle material – Wood Length 610mm	<b>42</b>		
	<b>4-ton truck, drop side (1 x truck)</b>	<b>132 days</b>		
<b>Admin: Project Management for 46 EPWP participants for 132 days</b>	Project administration consisting of: Records management: ✓ Attendance registers.	<b>132 days</b>		

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

Performance area	Specifications	Quantity	Unit Price	Sub-Total
	<ul style="list-style-type: none"> <li>✓ Pay registers.</li> <li>✓ Timesheets.</li> <li>✓ Formal employment contracts.</li> <li>✓ ID copies.</li> <li>✓ UIF &amp; COIDA Cover</li> <li>✓ Pay slips etc.</li> <li>✓ Compilation of statistical reports (Financial &amp; narrative reports etc)</li> <li>✓ Close-out reports</li> </ul>			
<b>Implementation/Project Handling Fees</b>				
<b>Section B = Sub-Total</b> <i>excluding VAT (vatable items)</i>				
<b>Section C = VAT @ 15% on B only</b> <i>(Do not charge VAT for A (stipends are wages = non-vatable items)</i>				
<b>Section D = A (stipends/wages = non-vatable items) + B (subtotal excluding VAT (vatable Items) + C (15% VAT)</b>				

### Contingency Costs

The service provider will be permitted to bill GDENV for additional contingency expenses, with respect to all items on the scope of work and this will be limited to 7.5% of the value of a bid price quoted by the service provider. The contingency will be considered only for items listed on the deliverable/price schedule and provided there is proof that the use contingency was necessary.

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## **ANNEXURE A5 – WESTRAND DISTRICT:**

### **PRICE SCHEDULE FOR BKB LITTER PICKING AND EPWP CLEAN UPS**

#### **PRICING SCHEDULE – FIRM PRICES (PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

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

**Bid Number:** .....

**Closing date:** ..... **Closing Time:** 11:00

OFFER TO BE VALID FOR ..... DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION AND BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Payment of Stipends</b> <i>*No alternative offers, or alteration of pre-determined rates &amp; amounts are allowed in Section A</i>				
<b>Skilled Participants (132 working days)</b>	Project Supervisor	<b>2</b>	<b>R 180.00</b>	<b>R 47,520.00</b>
	Health & Safety Officer	<b>2</b>	<b>R 160.00</b>	<b>R 42,240.00</b>

**BONTLE KE BOTHO (BkB) – LITTER PICKING AND CLEAN-UPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG METROPOLITAN, CITY OF EKURHULENI METROPOLITAN, CITY OF TSHWANE METROPOLITAN, SEDIBENG DISTRICT AND WEST RAND DISTRICT MUNICIPALITIES**

<b>Performance area</b>	<b>Specifications</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Sub-Total</b>
<b>Unskilled Participants</b> <i>(Strictly recruited from local communities near project sites)</i> <b>(132 working days)</b>	General Worker	<b>42</b>	<b>R 140.00</b>	<b>R 776,160.00</b>
<b>Section A = Stipend Sub-Total (non-vatable items)</b> <i>Adding VAT on the stipend (wage) amounts may constitute non-compliance with tax regulations.</i>				<b>R 865,920.00</b>
<b>Recruitment fees of Participants</b>	EPWP participants for full duration of the project (including replacement of resigned participants). The demographics are as follows; each project site must at least employ of 55% of women, 60% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP projects)	<b>46</b>		
<b>Procurement of Resources Needed for the Project</b>	<b>V-Shaped Aluminium Litter Pickers</b> Extremely Strong & Durable and lasts longer than most other materials. Uses Less Energy Consumption as it does not need to be replaced as often. Can be Recycled over and over as it does not	<b>42</b>		

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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	Corrode 100% Recyclable.			
	<b>Spade:</b> All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
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	<b>Rake:</b> All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and varnished shaft	<b>42</b>		
	<b>Plastic Rake</b> with Wooden Handle 19T, 1320mm Length: 1320mm (1,320mm in metric) Number of Teeth: 19	<b>42</b>		
	<b>Platform Brooms</b> handle material – Wood Length 610mm	<b>42</b>		
	<b>4-ton truck, drop side (1x truck)</b>	<b>132 days</b>		
<b>Admin: Project Management for 46 EPWP participants for 132 days</b>	Project administration consisting of: Records management: ✓ Attendance registers.	<b>132 days</b>		

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Performance area	Specifications	Quantity	Unit Price	Sub-Total
	<ul style="list-style-type: none"> <li>✓ Pay registers.</li> <li>✓ Timesheets.</li> <li>✓ Formal employment contracts.</li> <li>✓ ID copies.</li> <li>✓ UIF &amp; COIDA Cover</li> <li>✓ Pay slips etc.</li> <li>✓ Compilation of statistical reports (Financial &amp; narrative reports etc)</li> <li>✓ Close-out reports</li> </ul>			
<b>Implementation/Project Handling Fees</b>				
<b>Section B = Sub-Total</b> <i>excluding VAT (vatable items)</i>				
<b>Section C = VAT @ 15% on B only</b> <i>(Do not charge VAT for A (stipends are wages = non-vatable items)</i>				
<b>Section D = A (stipends/wages = non-vatable items) + B (subtotal excluding VAT (vatable Items) + C (15% VAT)</b>				

### Contingency Costs

The service provider will be permitted to bill GDENV for additional contingency expenses, with respect to all items on the scope of work and this will be limited to 7.5% of the value of a bid price quoted by the service provider. The contingency will be considered only for items listed on the deliverable/price schedule and provided there is proof that the use contingency was necessary.

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## **ANNEXURE B – CORRIDOR SELECTION**

- i) Bidders must only select **one (1) Primary Corridor** and **one (1) Secondary Corridor**.
- ii) The Primary Corridor must be supported with a copy of a **proof of address** (within the selected corridor) in the name of the Bidder and not older than three (3) months.
- iii) Bidder must indicate their selections by marking [ **x** ] in the table below.
- iv) Selecting **more than 2 options will result in a disqualification**.

<b>Corridor</b>	<b>Pricing Schedule to be completed and submitted</b>	<b>Primary Selection</b> <i>Select only one (1)</i>	<b>Secondary Selection</b> <i>Select only one (1)</i>
Johannesburg Metro	Annexure A1		
Ekurhuleni Metro	Annexure A2		
Tshwane Metro	Annexure A3		
Sedibeng District	Annexure A4		
Westrand District	Annexure A5		



# Provincial Supply Chain Management

## Financial Statements

Page 1 of 1

### Submission of Financial Statements

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

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





**GAUTENG**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &  
ANTI CORRUPTION**

# INTEGRITY PACT FOR BUSINESSES



## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

### **1. INTRODUCTION**

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

### **2. OBJECTIVES**

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

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

### **3. GOVERNANCE**

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

### **4. ENVIRONMENT**

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

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

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



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## 6. REPUTATION

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

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



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

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

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



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

## 9. COMMITMENTS OF THE BIDDERS

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

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



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

## **10. SANCTIONS FOR VIOLATION**

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





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## 11 CONFLICT OF INTEREST

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

## 12 LEGAL ACTIONS

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

## 13 VALIDITY

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

### GPG INTEGRITY PACT FOR BUSINESSES

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

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

The purpose of this document is to:

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

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

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



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## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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



available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)