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

### Notes:

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

### The Tendering System

The RFP Pack consists of Section 1 only, which must be clearly marked with the Tender Number and the Section --Number upon submission.

### Training sessions

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



# Provincial Supply Chain Management

Request for Proposal

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## PART A INVITATION TO BID

### SUPPLIER INFORMATION

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

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

Request for Proposal

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

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="text-align: center;">Provincial Supply Chain Management</h1>	
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## PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>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.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
2. TAX COMPLIANCE REQUIREMENTS
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

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



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

# Provincial Supply Chain Management

**RFP Point System**

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

## Point System

Points SHALL be allocated as follows:

Points for

Points for

## TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

### VALUE BASED

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



# Provincial Supply Chain Management

## Instructions to Bidders

Page 1 of 2

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



# Provincial Supply Chain Management

## Instructions to Bidders

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

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

The bid must be deposited or posted;

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



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bid Commitment and Declaration of Interest</b>	<b>Page 1 of 3</b>

## 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<sup>1</sup> 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

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



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

<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<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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



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

# Provincial Supply Chain Management


**Special Conditions**

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

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

<b>Samples</b>	<b>SABS /Equivalent Certificate</b> May not be older than one (1) year, the cost of which will be for the account of the bidder.	<b>Bidders Briefing Session</b>
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 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Special Conditions</h2>	Page 2 of 3

## EVALUATION METHODOLOGY

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

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

### Stage 1

Criteria for Functionality	Points
<b>TOTAL</b>	

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


### Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
<b>TOTAL</b>	<b>0</b>

Bidders are required to use the one envelope bidding system, whereby the Technical Proposal (Stage 1);and Specific Goals(Stage 2):

- Stage One-

- Stage Two-

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Special Conditions</b>	Page 3 of 3

## SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



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## TERMS OF REFERENCE

**INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED TERM PERIOD OF THREE (03) YEARS.**

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The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith

**INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE  
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**INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE  
GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED TERM PERIOD OF THREE (03) YEARS.**

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**BACKGROUND**

The National Learner Transport Programme was conceptualised by National Department of Basic Education (DBE) and other stakeholders with the aim of addressing the challenges of accessibility and the safety of learners. In implementing this mandate, Gauteng Department of Education (GDE) is embarking on providing a subsidised, safe, affordable, efficient, reliable and sustainable learner transport programme. Provincial education departments have been providing transport to learners who do not have access to their nearest schools. The purpose of the learner transport programme is to improve access to education and to ensure that learners reach their destination to school in a safe condition to promote effective learning.

The strategic focus of all Departmental transformation strategies is the learner safety and the quality of education attained for effective and lifelong growth, development and well-being. This focus clearly guides the Department's method in implementing the programme, to ensure enabling environment for effective teaching and learning.

**1. LEGAL FRAMEWORK**

The following Legislative Framework will be applicable:

- 1.1 Constitution of the Republic of South Africa Act No. 108 of 1996, as amended.
- 1.2 Preferential Procurement Policy Framework Act No. 5 of 2000, as amended
- 1.3 Preferential Procurement Regulations of 2022, as amended.
- 1.4 Public Finance Management Act No.1 of 1999, as amended.
- 1.5 Treasury Regulations of 2022, as amended.
- 1.6 Broad Based Black Economic Empowerment Act No. 53 of 2003, as amended.
- 1.7 Promotion of Access to Information Act No 2 of 2000, as amended.

**INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE  
GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED TERM PERIOD OF THREE (03) YEARS.**

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- 1.8 Promotion of Administrative Justice Act No 3 of 2000, as amended.
- 1.9 Protection of Personal Information Act No. 4 of 2013, as amended.
- 1.10 Disaster Management Act No. 57 of 2002, as amended.
- 1.11 National Education Policy Act No. 27 of 1996; as amended.
- 1.12 The South African Schools Act No. 84 of 1996; as amended.
- 1.13 Gauteng Schools Education Act No. 6 of 1995; as amended.
- 1.14 Division of Revenue Act 3 of 2016, as amended.
- 1.15 Public Service Act No. 103 of 1994, as amended.
- 1.16 Employment of Educators Act No. 76 of 1998, as amended.
- 1.17 Occupational Health and Safety Act No. 85 of 1993, as amended.
- 1.18 Private Security Industry Regulatory Authority Act No. 56 of 2001, as amended.
- 1.19 Control of Access to Public Premises and Motor Vehicles Act No. 53 of 1985, as amended.
- 1.20 National Land Transport Act No.5 of 2009, as amended.
- 1.21 National Road Safety Act No. 93 of 1996, as amended.
- 1.22 National Road Traffic Act No.93 of 1996, as amended.
- 1.23 Road Traffic Management Corporation Act No.20 of 1999, as amended.
- 1.24 Green Transport Strategies 2018-2050, as amended.
- 1.25 National Learner Transport Policy 2015, as amended.
- 1.26 Provincial Learner Transport Policy 2011, as amended.
- 1.27 Road Accident Fund Act No.56 of 1996, as amended.
- 1.28 Gauteng Public Passenger Road Transport Act No. 7 of 2001, as amended.
- 1.29 Justice of the Peace and Commissioner of Oath Act 16 of 1963, as amended.

## **2. PROJECT BRIEF**

Gauteng Department of Education seeks to appoint registered public transport

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service providers that will be responsible for provisioning of learner/ scholar transportation to learners who walk more than 5 km per single trip to schools without section 21.1c functions, selected or prioritized schools with section 21.1 c functions, and sites in the fifteen (15) GDE Districts. Exception will be applicable to learners that fall within 5km. The appointed service provider will be expected to provide an end-to-end transport service solution to approximately 195 725 learners for the 2023 academic year. The number is expected to fluctuate at an average of 8.25% annually:

- 2023 projected at 195 725
- 2024 projected at 212 000
- 2025 projected at 231 300

These figures will be determined by GDE based on the needs of each school as the planning cycle for learner transport commences annually. Routes will be determined by the department incorporating possible new routes, extensions and pick up points. At the beginning of each school calendar year, the school is required to submit the number of learners to districts so as head office can plan and confirm the required routes.

### **3. SCOPE OF WORK/ DELIVERABLES**

The service provider will be expected to provide learner/ scholar transportation to learners who walk more than 5 km per single trip to schools in the fifteen (15) GDE District.

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The following are the required needs for the service:

- 3.1 Provide learner transport service through the use of safe and roadworthy mode of transportation.
- 3.2 Provide transportation of learners daily from the identified pick-up and drop off points.
- 3.3 Ensure the requirements that learner transport drivers should adhere to: In relation to safety, security, punctuality, and reliability.
- 3.4 Provide a sustainable transport service through the use of authorised public transport drivers.
- 3.5 Ensure that there is minimised risk and liability in providing the service to the learners.
- 3.6 To have a physical address and depot registered in Gauteng Province and should have the workshop for minor repairs including tire bursts.
- 3.7 **Safety and roadworthiness of vehicles:**
  - 3.7.1 The service provider is required to ensure that buses providing learner transport services are tested bi-annually for road worthiness and provide proof to GDE.
  - 3.7.2 Service providers to provide vehicle roadworthy certificate that proves that the bus is in full working condition for daily use on the road.
  - 3.7.3 The service provider needs to ensure that seatbelts can extend, fasten and unclasp easily, and are not damaged.

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- 3.7.4 The service provider must ensure that the buses providing learner transport service have at-least 1mm tread deep across the whole tyre and should also check that the pressure and alignment is correct at all times.
- 3.7.5 Submit service records of buses to GDE on quarterly basis.
- 3.7.6 The required buses should have minimum of 22-seater to 130-seater with proof of ownership and valid Roadworthiness Certificates. The latter documents will be verified before the award
- 3.7.7 Service providers must have minimum of 1 year experience in passenger transportation services.
- 3.7.8 The GDE may require the installation of technology that enables monitoring of the busses and learners during transit to improve the control environment and service delivery.

**3.8 Pick-up and drop off points**

- 3.8.1 Service providers together with GDE must ensure that the loading zones are in places where learners are not endangered or become obstacles to other road users
- 3.8.2 Service provider must ensure that only authorized learners will be allowed in the learner transport.
- 3.8.3 Service providers are compelled to ensure that drivers drop off learners at designated drop-off points.
- 3.8.4 Service providers must adhere to the approved and authorised pick-up points and routes.

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3.8.5 Service providers must ensure the transportation of learners is undertaken simultaneously i.e. each driver is required to undertake a single trip per group of learners.

**3.9 Responsibilities and Obligations of Drivers**

3.9.1 Drivers should be in a possession of a valid Professional Driving Permit

3.9.2 Drivers must keep a logbook/ register for each trip undertaken.

3.9.3 Drivers must service the schools according to the given roster.

3.9.4 Service providers must provide transport on all school calendar days.

3.9.5 Drivers with criminal records or on the sexual offender's register are not allowed to transport learners. The drivers should be ethical, fit and proper to work with the learners.

3.9.6 Service providers are expected to provide the learner transport service through the use of professional drivers. Any driver providing transport to the learners must be in possession of a valid Driver's Licence and Professional Driving Permit (PrDP).

**3.10 Responsibilities and obligations of service providers. Service providers must:**

3.10.1 Provide waste bins to encourage learners to use litter or throw objects out of the window.

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- 3.10.2 Keep record of the daily head count of learners for reporting and accountability purposes.
- Keep a list of all learners being transported in the form of an L1. The L1 is a form that contains details of learners, the name of the school, and kilometres. It is the source of data for learner transport.
- 3.10.3 The service provider shall ensure that drivers go for health screening in addition to the one that is required for a professional driving permit
- 3.10.4 The service provider shall ensure that such drivers have the following documentation:
- a. Basic First Aid
  - b. Health Fitness Certificate (excluding PrDP prerequisite)
- 3.10.5 Service providers are expected not to request third parties to transport learners on their behalf.
- 3.10.6 Service provider must ensure that drivers do not smoke, carry or use drugs, alcohol and dangerous objects in the bus.
- 3.10.7 Service providers must ensure that all buses have bus conductors, preferable youth between the age of 21 and 35 years.
- 3.10.8 No driver will be allowed to use the scholar/learner transport for any other reason whilst on duty (trips).



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**3.11 Professional Driving Permit (PrDP) of authorised public transport drivers**

- 3.11.1 The bus drivers must be within the age limit of twenty-one (21) years or older to hold a PrDP for a passenger vehicle – Category P in order to operate the bus
- 3.11.2 The bus drivers providing learner transport service may not let another person drive the vehicle unless they have a valid PrDP for the appropriate category.
- 3.11.3 The service provider shall at all times ensure driver and vehicle fitness
- 3.11.4 The service provider must ensure that valid vehicle compliance documents are kept in a vehicle and are always available for inspection.

**3.12 Risk and liability**

- 3.12.1 All learner transport vehicles must have school bus stickers at the back and front for easy identification.
- 3.12.2 In the event that any learner transport vehicle is suspected not to be in good condition, GDE will request the services of traffic officials to inspect the operating vehicle.

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- 3.12.3 All vehicles contracted for learner transport should be of a heavy passenger category and must undergo the roadworthiness test on an annual basis for Certificate of Fitness (COF)
- 3.12.4 All buses must not be older than 15 years. Regarding the refurbished busses, the proof of refurbishment will be required. The general condition of the bus will be considered on award.
- 3.12.5 Temporary replacement of vehicles due to breakdowns must be of the same category as the one contracted.
- 3.12.6 The service provider must report breakdowns or incidents immediately to GDE (Learner Transport Director) and indicate the time frame of bus replacement
- 3.12.7 The service provider must ensure that all replacement busses are registered with GDE.
- 3.12.8 When breakdowns occur, the service provider must ensure that there is uninterrupted services, so that learners are not inconvenienced
- 3.13 Pick up and drop off of learner should be on time.**
- 3.13.1 The service provider will be responsible for the safety of learners during breakdowns and ensure that they reach their destinations on time.
- 3.13.2 Service providers must ensure that proof of driver police clearance or application thereof is submitted for verification.
- 3.13.3 The scholar transport service is based on the approved rate which is determined by Gauteng Department of Education from time to time.

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- 3.13.4 Service providers need to demonstrate the contingency plan in cases of unfortunate events of floods, strikes/riots, etc.
- 3.13.5 GDE will monitor the routes and kilometres travelled by each vehicle through the use of a system generated data.

#### **4. EVALUATION**

The evaluation of the bids will be conducted as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA):.

The evaluation will be done as follows: The first will be Stage 1 (a) administrative evaluation, stage 1 (b) functionality, stage 1 (c) site visit. These stages are used to validate the intention. This will be followed by verifying documentation submitted and final verification by the Accounting Officer through an independent agency and process before the award.

##### **4.1 Stage 1A: Administrative Evaluation**

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

**NOTE. Mandatory documentation required for evaluation purposes**

- a) Submission of a completed bid on the original tender document (RFP pack Section 1) with all the pages included.
- b) Submission of a completed and duly signed Bidder's disclosure (SBD04).
- c) Certified copies of Proof of ownership of Vehicles

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**Other Required Documents: (not eliminating criteria)**

- a) Submission of a completed and duly signed preference points claim form (SBD6.1)
- b) Proof of a Central Supplier Database (CSD) registration
- c) Valid SARS Tax Compliance Status (TCS) pin
- d) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or a valid Sworn Affidavit attested by a Commissioner of Oaths:
  - i. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) bidder must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender
  - ii. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.
  - iii. Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.
  - iv. Sworn Affidavits and certification as a “*true copy of the original*”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.
- e) Service provider must ensure that they are registered for e-invoicing
- f) Submit certified copies of valid roadworthy certificate (22 – 130-seater busses will be accepted.

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- g) Submit proof of physical address of a company.
- h) Submit proof of depot in Gauteng
- i) Where the company's physical address and depot are the same, the bidder must indicate in the index and in the annexure.

N.B. Non eliminating factors will be tested and verified independently before award

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

A bidder that scores less than **75 points** out of **100 points** in respect of the functionality evaluation will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who will achieve the minimum threshold score will be short listed for further evaluation.

**Functionality evaluation will be based on the following criteria:**

<b>NO.</b>	<b>CRITERIA</b>	<b>WEIGHT</b>
<b>1.</b>	<b>Capacity to deliver:</b>	<b>45</b>
<b>1.1</b>	<p><b>Provide a detailed operational plan of the service covering how and when the service will be delivered, taking into account Legislation and Policy guiding of the Traffic and Public Transport Sector and the Protection of Information (25):</b></p> <ul style="list-style-type: none"> <li>a) Day to Day operations in relation to pick up and drop off points (10)</li> </ul>	

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NO.	CRITERIA	WEIGHT
1.2	<p>b) Safety and Roadworthy vehicles for the learners in transit (10)</p> <p>c) Risk and liability related to accidents and incidents (5)</p> <p><b>Number of buses you own that you intend to supply (22-to-130-seater buses will be acceptable) (20)</b></p> <p>a) 10 or more buses (20)</p> <p>b) 6 – 9 buses (15)</p> <p>c) 3 – 5 busses (10)</p> <p>d) 1 – 2 buses (5)</p> <p>NB. - Certified copies of Proof of ownership of Vehicles must be attached as per clause 4.1A(c) of this document. Failure to provide proof will result in a zero score.</p> <p>- Make sure that the busses you own that you intend to supply are the same as those submitted in the bid document.</p>	
2.	<b>Risk Management</b>	<b>35</b>
2.1	<p><b>Provide a detailed contingency plan covering the following aspects: (35)</b></p> <p>a) Management of threats and risks associated with accidents on the road during pick up and drop off. (10)</p> <p>b) In cases of community protests and strikes hindering the routes travelled, how will the service provider ensure transportation of learners (10)</p> <p>c) In cases of conflict, bullying and fights during transportation of the learners, what action will be taken (5)</p>	

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NO.	CRITERIA	WEIGHT
	d) In cases of breakdowns what back-up plan do you have to ensure that learners are transported to schools (5)  e) In cases where Personnel do not report for duty resulting in late arrivals to the pick- up and drop off points, what measures are in place to ensure continued service delivery (5)	
<b>3.</b>	<b>Company Experience</b>	<b>20</b>
<b>3.1</b>	<b>Provide signed reference/ testimonial letters (on client's letterhead) stating the completed work as follows:</b>  a) 5 or more reference letters indicating number of years of experience, nature of the project and minimum rand value (20)  b) 3 to 4 reference letters indicating number of years of experience, nature of the project (15)  c) 1 to 2 reference letters indicating number of years of experience, nature of the project and minimum rand value (10)  <b>Note: Each letter to provide proof of completion per project on providing passenger transport services</b>	
	<b>TOTAL</b>	<b>100</b>
	<b>Minimum threshold for functionality</b>	<b>75</b>

**Bidders scoring less than 75 points would not be considered for the next stage of evaluation.**



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### 4.3 Stage 1 (c): SITE VISITS

The department will conduct site visits to:

- Verify and confirm the existence of the depot
- Check the existence of what is claimed in the documents is submitted

NB: Site visits will be conducted to suppliers who have met the minimum threshold

No.5	Site visit	Weight
1	Verify existence of a depot in Gauteng with workshop mainly for minor repairs and tire bursts, safety reports and OHS compliance as indicated on 3.10.4 (Basic First Aid & Health Fitness Certificate)	20
2	Verify the existence of the buses and in line with the documents submitted with the bid.	20
Threshold		40
Total Points		40

Bidders scoring less than 40 points would not be considered for the next stage of evaluation.

Please note that the verification of capacity, PrDP, and roadworthiness of buses will be done through the Gauteng Departments of Transport and Community Safety. This is the pre-requisite before the award.

### Stage 2: Price and Specific Goals

This bid is not price based. Costing will be determined by the approved GDE policy. Therefore, price and specific goals are not applicable for this tender.

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## 5. FORMAT AND SUBMISSION OF BIDS

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

Section A	a) Request for Proposal (RFP) pack
Section B	<p>a) Submission of a completed bid on the original tender document (RFP pack Section 1) with all the pages included.</p> <p>b) Submission of a completed and duly signed Bidder's disclosure (SBD04).</p> <p>c) Certified copies of Proof of ownership of Vehicles</p>
Section C	<p>a) Submission of a completed and duly signed preference points claim form (SBD6.1)</p> <p>b) Proof of a Central Supplier Database (CSD) registration</p> <p>c) Valid SARS Tax Compliance Status (TCS) pin</p> <p>d) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate or a valid Sworn Affidavit attested by a Commissioner of Oaths:</p> <p>i. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) bidder must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender</p> <p>ii. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.</p> <p>iii. Bidders who fail to submit a valid original or certified copy of their B-BBEE Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.</p> <p>iv. Sworn Affidavits and certification as a "true copy of the</p>

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	<p>original”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.</p> <p>e) Service provider must ensure that they are registered for e-invoicing</p> <p>f) Submit certified copies of valid roadworthy certificate (22 – 130-seater busses will be accepted.</p> <p>g) Submit proof of physical address of a company.</p> <p>h) Submit proof of depot in Gauteng</p>
Section D	<p>a) Project Operation plan</p> <p>b) Contingency Plan</p> <p>c) Reference/testimonial letters from previous clients</p>

## 6. TERMS AND CONDITIONS

- 6.1 Successful Bidder(s) must be in a position to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) and verbal briefings, when required.
- 6.2 GDE reserves the right to reject work that does not meet the required standard and engage a second or third Service Provider within the same region to

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complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.

- 6.3 GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.
- 6.4 Successful bidder(s) will be profiled and vetted after appointment.
- 6.5 The service providers must deliver the requested service within the given timeframes (to be given as and when orders are placed).
- 6.6 The stringent timeframes with regard to the delivery of the final service necessitates that the Department be in constant contact with the service provider and would at times require the service provider to make last minute changes to the transport services without compromising the quality of work rendered
- 6.7 A seat must be provided for every traveling learner and no learner must be required to stand for the duration of the journey. Only the number of learners (passengers) for which the bus is permitted to carry may be transported.
- 6.8 Learners must be transported simultaneously. A service provider may therefore not transport one group of learners and then return with the same vehicle to transport a second group of learners (no shuttling). This condition must be strictly observed.
- 6.9 Service providers must be present and available in Gauteng to be able to operate as Gauteng Service Providers for Scholar Transport.
- 6.10 The payment for this service is based on the rate which is determined by Gauteng Department of Education annually (the rate is currently at R1.65c per

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kilometre per learner per day). This provision will be amended as and when policy is reviewed and approved.

6.11 On or before the appointment, the appointed bidder(s) should submit a valid proof of company (liability) insurance of not less than R3 000 000.00

6.12 Drivers Professional Driving Permit (PrDP) will be confirmed after appointment of service providers.

6.13 All buses must not be older than 15 years. Regarding the refurbished busses, the proof of refurbishment will be required. The general condition of the bus will be considered on award.

6.14 The validity period is set for 180 days. In the event that there is a need to extend the validity period, it will be published on the GPG e-tender portal. It is the responsibility of the bidders to check the extensions as published as there will be no individual correspondence.

**7. TIME FRAMES**

<b>OUTPUT</b>	<b>PERIOD</b>
INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE GAUTENG DEPARTMENT OF EDUCATION (GDE)	THREE (3) YEARS.

**INVITATION TO SERVICE PROVIDER(S) TO PROVIDE LEARNER TRANSPORT SERVICES TO THE  
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## **8. PENALTIES/WARRANTIES**

- 8.1 In the event that errors or shortcomings exist within the service provided, the first consideration is to ensure that learners are transported to either school or home.
- 8.2 Gauteng Department of Education reserves the right to suspend operation of the service provider. Should such eventuality arise, a replacement will be sort without any extra cost to the department.
- 8.3 The bidder shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at NO cost to Gauteng Department of Education
- 8.4 The bidder shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at NO cost to Gauteng Department of Education.
- 8.5 Gauteng Department of Education reserves the right to reject work that does NOT meet the required standard and engage a different service provider to complete the work. Gauteng Department of Education shall serve of thirty (30) day written notice for termination of contract in the case of non-performance
- 8.6 Gauteng Department of Education reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 8.7 GDE will inspect the buses together with Gauteng Departments of Transport and Community Safety and will provide the checklist that will be used by bus conductors to confirm the safety standards of busses. Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or

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inspection as well as the cost of any losses incurred by the Department associated with such non-compliance.

- 8.8 The Department also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

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

- 9.1 The GDE requires a clear, concise, and factual response. Bidders shall consult, in writing, with the GDE official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

- 9.2 Proposals must be compiled in the following:

- a) Clear indexing of the proposal content must be included.
- b) One (1) original proposal (marked 'original') must be submitted.
- c) One (1) copy of the proposal (marked 'copy') must be submitted.
- d) One (1) electronic copy on CD must be submitted

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

- a) Name of Bidder
- b) Description of proposal
- c) Closing date

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- 9.4 In the case of Joint Ventures, proposals must contain
- a) Teaming Agreements
  - b) Proposed revenue split and, Consolidated B-BBEE Certificate of the Joint Venture
- 9.5 The Bidder will be liable for all costs incurred in response to this request.
- 9.6 The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- 9.7 Bidders shall take into account that the GDE's total requirements may not be allocated to only one Bidder.
- 9.8 The GDE reserves the right to engage in pre- post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions.
- 9.9 The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s)



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**10. LATE SUBMISSIONS**

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

**11. DECLARATION**

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

**Name of**

**Bidder:**.....

**Name of contact**

**person:**.....

**Capacity:**.....

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



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

# Provincial Supply Chain Management

**Registered Supplier Confirmation**

Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

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

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

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

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

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

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

DATE:



# Provincial Supply Chain Management

**Financial Statements**

**Page 1 of 1**

## Submission of Financial Statements

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

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

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

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

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



**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

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

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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



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

Js General Conditions of Contract (revised July 2010)



# Provincial Supply Chain Management

## PREFERENCE POINTS CLAIM FORM

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

[TICK APPLICABLE BOX]

<input type="checkbox"/>	The applicable preference point system for this tender is the 90/10 preference point system.
<input type="checkbox"/>	The applicable preference point system for this tender is the 80/20 preference point system.
<input type="checkbox"/>	Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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



# Provincial Supply Chain Management

## PREFERENCE POINTS CLAIM FORM

Page: 2 of 7

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>0</b>

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

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

## 2. DEFINITIONS

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



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### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



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### 4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

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

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

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



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### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

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



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

<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME</b>	
<b>DATE</b>	
<b>ADDRESS</b>	