


GAUTENG PROVINCE

 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER													
RFP DESCRIPTION													
CUSTOMER DEPARTMENT													
CUSTOMER INSTITUTION													
BRIEFING SESSION	Y	N	SESSION COMPULSORY	Y	N								
			SESSION HIGHLY RECOMMENDED	Y	N								
BRIEFING VENUE					DATE					TIME			
TERM AGREEMENT CALLED FOR?	Y	N	TERM DURATION										
CLOSING DATE				CLOSING TIME									
TENDER BOX LOCATION													
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.													

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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


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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 <small>[IF YES ENCLOSURE PROOF]</small>		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</small>

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.



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

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

RETURNABLE ATTACHMENT**PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)**

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.

12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



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	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	SERVICE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>
VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
QUANTITY BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
TERM BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								



Provincial Supply Chain Management

Instructions to Bidders

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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



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Instructions to Bidders

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

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.
 The bid must be deposited or posted;
 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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



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Bid Commitment and Declaration of Interest

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

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

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

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

Signature		Date	
Position		Name of Bidder	



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session	
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Special Conditions

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

- Stage One-



Provincial Supply Chain Management

Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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

**THE APPOINTMENT OF A PRE-QUALIFIED LIST
OF SERVICE PROVIDERS FOR SUPPLY
LAYOUT, DESIGN, AND PRINTING FOR A FIXED
PERIOD OF THREE (3) YEARS FOR THE OFFICE
OF THE PREMIER**

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(i) ACRONYMS

B-BBEE	Broad-Based Black Economic Empowerment
EME	Exempted Micro Enterprise
OoP	Gauteng Office of the Premier
PGP	Gauteng Provincial Government
TOR	Terms of Reference
RFP	Request for Proposals
SANAS	South African National Accreditation System
SLA	Service Level Agreement
SOPA	State of the Province Address
QSE	Qualifying Small Enterprises
PWD	People With Disability

1. INVITATION

Service providers with relevant printing equipment, appropriate skills, and experience are invited to submit proposals for the panel of service providers to supply layout, design, and printing services to the Gauteng Office of The Premier for a period of three (3) years. The appointed prequalified list of service providers will be used on a quotation basis as and when required.

2. BACKGROUND

The Office of the Premier produces a number of Publications annually. The appointed service providers will be responsible for the department's printing needs. The items to be printed include but not limited to, the Annual Report; strategic documents and policies; information brochures; leaflets; flyers; posters; business cards; programmes; foiled letterheads and banners. The printed collateral needs to adhere to a set standard and quality and comply with the Gauteng Provincial Government Corporate Identity.

These Publications are printed throughout the year. The OoP intends to improve the quality and turnaround time of printed Publications through streamlining the printing services by appointing service providers for the printing, packaging and delivery of publications in the ToR for a period of three years (3).

3. GOALS AND OBJECTIVES

The objective is to establish a panel of service providers for the provision of services for supply and deliver layout, design, binding and printing services as and when required basis for a period of three (3) years from the date of appointment.

4. THE SCOPE

To ensure compliance with GPG Corporate Identity, creative and design elements will be done in-house. The service providers will be given the final artwork which will be sent digitally and if the size is too big a memory stick will be provided. Print samples must be supplied for sign-off before final printing. The delivery address of printed work will be communicated in the Request for Quotation (RFQ) process. The service-level agreement will be signed that will detail the turnaround timelines for the deliverables.

Their preferred service provider/s must be prepared to submit samples as and when required for quality purposes.

The primary responsibility of the service provider is to:

- Supply quotations as and when requested by OoP officials as per specifications.
- Supply the required services such as the layout, design, and printing services after issuing an official order.
- Supply samples as and when required.

4.1. The Customer

The Office of the Premier (OoP)

5. DELIVERABLES

- Printing, binding, packaging, and delivery of the work as per the ordered item;
- Supply print proofs for all jobs before printing;
- Accommodate ad-hoc changes within the specified time frames;
- Supply invoice immediately after completion of the job;
- Adhere to delivery timelines;
- A dedicated account manager who will be the point of contact for each appointed service provider;
- Service providers will be expected to deliver some of the materials in all Regions within Gauteng;
- Distribution points will be provided in the request for quotation
- Framing (state the type of framing you are going to need) of pictures; and
- Layout and design.

“Note the list is not exhaustive”

6. TERMS AND CONDITIONS

Successful bidders must be in a position to commence work as and when required. Particular project / services will be initiated by means of written instructions to the successful bidders through verbal briefings when required

Generally, timeframes cannot be set before entering into a formal agreement. As such, the duration of any given assignment/project will depend mainly on the nature and scope of the work to be done. Appointed service providers must be available at all stages to provide assistance within the set time frames as requested.

Bidders should include in their proposals an outline of their social responsibility programs with specific reference to activities in the Gauteng Province.

The appointed service provider will be required to enter into and sign a Confidentiality Agreement with the OoP. The contract will include inter alia a schedule of delivery and payments to ensure that payments are linked to specified deliverables.

Performance: As and when the RFQ is issued, the successful bidder shall be issued the Purchase order together with the supplier performance form to complete. The bidder's performance shall be monitored per project assigned.

The OoP reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.

The OoP reserves the right to appoint more than one service provider.

OoP reserves the right to screen and vet shortlisted service providers before appointment.

OoP will use its discretion for the vetting of bidders.

7. LEGAL FRAMEWORK

- a. The Constitution of the Republic of South Africa, 1996
- b. National Treasury Regulation - Section 16A6.2
- c. SCM Circular: Implementation of Supply Chain Management (27 October 2004)
- d. Relevant National Treasury instruction notes/Practice notes/Circulars
- e. GPT SCM Framework
- f. Preferential Procurement Policy Framework Act (PPPFA), (2000)
- g. BBBEE Act and Codes of good practice 2015
- h. Public Finance Management Act (1999)
- i. Promotion of Administrative Justice Act (PAJA), 2000
- j. Promotion of Access to Information Act (PAIA), 2000
- k. Competition Act (CA) (Act of 89 of 1998)
- l. Prevention and Combating of Corrupt Activities Act (PCCA), 2004 (Act 12 of 2004)
- m. State Information Technology Agency Act 88 of 1998

8. PERIOD AND DURATION OF THE CONTRACT

The contract will be valid for a period of three (3) years after the signing of the SLA by both parties.

9. REQUIRED SERVICES

- The service provider with preferably more than 5 (five) years of printing experience;
- Proposed Project Team must have the relevant skills, qualifications, and experience in any: DTP, Proofreading, or Graphic Design – attach a minimum of five (5) CVs;
- A detailed profile is to be attached to the technical proposal as proof. The service provider will forfeit functionality points should proof not be attached;
- The service providers to demonstrate the ability to include and manage last-minute changes under tight deadlines;
- The service provider must have all the necessary operating machines and manpower to deliver the required high quality;
- Proven experience in printing in Braille;
- Ability to print on all types of material (Paper, Vinyl, PVC, Clothing, etc);
- The service provider must be available to perform the work;
- The service providers must provide proof that they have facilitated/Performed similar projects, accompanied by correspondence from five (5) years of references that such project was executed as well as their contactable references. Failure to submit correspondence from references will lead to scoring minimum points allocated in this category;
- The service providers must have an understanding of these ToRs, and any proposals for amendments to these ToRs that would enhance desired outcomes;
- The service providers must provide innovative ideas for how the whole assignment can best achieve its objectives;
- The service providers must have sufficient plant and equipment, experience, and capacity in printing to print any document so required.

10. TECHNICAL REQUIREMENTS

The service provider may be required to provide a specific task for the type of items, size, and colour for items that may not be listed below on an ad-hoc basis.

“Note the below list is not exhaustive”

All printers must have the ability, skills, and equipment to do the flowing work

Table 1: Technical Requirements

No	ITEMS	DESCRIPTION
1.	BOOKS (Braille)	<p>Size: A4 Cover: 250gsm Dukuza Matt Text: 135gsm Dukuza Matt Pages: 28 + 4 Page Cover Binding: Saddle Stitch Printed full colour throughout</p>
		<p>Size: A4 Grammage: 150gsm Dukuza Gloss Pages: 8 page Binding: Self Cover Printed full colour throughout</p>
		<p>Size: A6 Cover: 200gsm Gloss Text: 150gsm Gloss Pages: 60 including cover Binding: Section Sewn and Perfect Bound Printed full colour throughout</p>
	Report	<p>Size: A4 Cover: 300gsm Dukuza Matt Text: 200gsm Dukuza Gloss Pages: 232+ 4 Page Cover Binding: Section Sewn and Perfect Bound Cover: Matt finish, Embossing, Foiling, Spot UV Printed full colour throughout</p>
2.	BOOKLETS (in Braille)	
		<p>Size: DL (99mm x 210mm) Cover: 200gsm Dukuza Gloss Text: 150gsm Dukuza Gloss Binding: Saddle Stitch Pages: 32 + 4 page cover Printed full colour throughout</p>
		<p>Size: DL (99mm x 210mm) Cover: 200gsm Dukuza Gloss Text: 150gsm Dukuza Gloss Binding: Saddle Stitch Pages: 32 + 4 page cover</p>

		Printed full colour throughout
		Size: A4 Grammage: 300gsm Dukuza Gloss Pages: 60 page Binding: Self Cover Printed full colour throughout
3. NEWSLETTERS		
		Size: A3 Tabloid Paper: 130gsm Gloss Pages: 16 Printed full colour throughout
4. LEAFLETS		
	Leaflets	Size: A5 Leaflet Paper: 120gsm Dukuza Gloss Printing full colour
	Square ZCARD/ZFOLD	Z-Fold (6 panel) Finish Size: 100mm x 100mm Paper: 180gsm Corn Art coated gloss Printed full colour
5. FORMS		
	Entry Forms	Size: A4 Paper: 80gsm Bond Printed 1 colour simplex
6. FOLDERS		
	Corporate Folders	Size: A4 Paper: 180gsm Gloss Printed full colour
7. STATIONARY		
	Letterheads - Standard	Size: A4 Paper: 80gsm Bond Printers full colour
		Size: A4 Paper: 80gsm Bond Printers full colour with foiling on logo
	Thank You Notes	Size: DL Paper: 120gsm Gloss Printed full colour
	Business Cards -	Size: 50mm x 50mm Paper: 280gsm TRU Card Matt Printed full colour one side

		Extras: Digitally embossed with Name, Surname, Title and contact details printed in Braille
	Business Card - Standard	Size: 50mm x 50mm Paper: 280gsm TRU Card Matt Printed full colour one side
8.	POSTERS	
	Posters -A3	Paper: 130gsm Printed full colour Mounted on corrugated board with string
	Poster - A2	Paper: 130gsm Printed full colour Mounted on corrugated board with string
	Poster A1	Paper: 130gsm Printed full colour Mounted on corrugated board with string
	Poster - A0	Paper: 130gsm Printed full colour Mounted on corrugated board with string
9.	CALENDARS	
	Desk Calendars	Size: A2 Paper: 80gsm Bond Backing Board: 1200 micron chip backing board Number of Leaves: 12 Printed: Full colour Finishing: Glue bound at the head on backing board with plastic triangle corners on the bott
	Tent Calendars	Size: 135mm x 290mm Paper: 150gsm gloss Stand: 300gsm gloss, printed 1 side and scored Finishing: Wiro bound on the long side (290mm)
	Wall Calendar	Size: 13 Sheets – different image per sheet Paper: 200gsm Backing Board: 600 micron 100mm strip backing board Printed full colour Finishing: Wire bound in white
10.	DIARIES	
	A4 - Standard	Embossing of logo Standard Cover Thread sewn and Perfect Bound
	A4 - Executive	Gold Foiling of logo

		Padded Cover Threadsewn and Perfect Bound
	A5 - Standard	Embossing of logo Standard Cover Threadsewn and Perfect Bound
	A5 - Executive	Gold Foiling of logo Padded Cover Threadsewn and Perfect Bound
11. ENVELOPES		
	DL	Printed full Colour
	C4	Printed full Colour
	C5	Printed full Colour
12. EDUCATIVE AND INFORMATIVE MATERIALS		
		Branded requirements printing for (vehicles, internal and external of buildings)
		Printing of branded materials such conference bags, other promotional items, etc
12. OTHER		
	Funeral Framing and Printing	
	Announcement Cards (for events)	Size: A5 Paper: 120gsm Gloss Printed full colour
	Programme (for events)	Size: A5 Paper: 120gsm Gloss Printed full colour
	Menus (for events)	Size: A5 Paper: 120gsm Gloss Printed full colour
	Gift Bags	
	Adverts – half page	Design and layout of half page Newspaper advert
	Adverts – full page	Design and layout of full page Newspaper advert
	Newspaper	
	Magazine	
	Invitations	Size: A5 Paper: 150gsm Gloss Print full colour

		Finishing: UV Varnished
	Accreditation	Size: A6 Paper: 180gsm Printed full colour, machine laminated
	Accreditation	Size: A7 Paper: 180gsm Printed full colour, machine laminated

“Please note the list is not exhaustive”

11. INTELLECTUAL PROPERTY RIGHTS

Any information provided by the GPG to the service providers and any studies, reports and documentation produced by the service providers in the performance of their services (hereinafter ‘materials’) shall belong to and remain the property of the Government of the Republic of South Africa as represented by the GPG and will not be used by the service providers for any purpose other than in accordance with the agreement, or by written permission of the GPG.

Upon termination of the agreement for any reason whatsoever, the service providers must return to the OoP all materials in its possession which belong to the OoP, regardless of whether or not such materials were originally supplied by the OoP to the service providers.

12. CONFIDENTIALITY

The service providers will be bound by the same clause of confidentiality and Code of Ethics that is applicable to officials of the public service.

13. APPOINTMENTS

Service providers that are appointed to render services to OoP will have to enter into a Service Level Agreement (SLA) with the Office, when necessary and depending on the type of assignment that is procured. Proposed fees with a detailed breakdown of costs must be quoted for the different levels of proposed resources to be utilised once a specific project is assigned (Request for Quote process).

14. PROOF-READING AND SIGNOFF

The successful bidder cannot proceed with printing without the final sign-off of proofs from the OoP. Only machine proofs should be submitted for approval. The successful bidder will be responsible for the cost of proofs and for the courier service to and from OoP. No additional cost for this service will be allowed.

15. PRICING SCHEDULE

The purpose of this bid is to create a pre-qualified list of service providers to supply layout, design, and printing for a fixed period of three (3) years therefore pricing will be requested as and when required per specific product.

16. INVOICING

An executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Bidders are requested to register on the GPG Electronic e-Invoicing to avoid delays in future payments.

17. EVALUATION METHODOLOGY

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

Evaluation of the bids will be conducted in two stages as per Preferential Procurement

- **Stage 1A:** Administration Compliance Evaluation Criteria
- **Stage 1B:** Functionality Evaluation Criteria
- **Stage 1C:** Site Visit
- **Stage 2:** Preference Points

Mandatory Required Returnable Documents

Table 2: Mandatory Required Returnable Documents for Administrative Evaluation Compliance: (Disqualification)

No	Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack	Documents that must be fully signed and completed for Compliance	Bidder must check if compliant by Yes/ No
1	SBD 1 submission of a proposal	Fully completed signed and submitted	
2	SBD 4 – Declaration of interest	Fully completed signed and submitted	

No	Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack	Documents that must be fully signed and completed for Compliance	Bidder must check if compliant by Yes/ No
3	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific Goals	
4	Company Registration Documents	Certificates obtainable from Companies and Intellectual Property Commission (CIPC);	
5	POPI Act Personal Information Processing Form (Compliance With POPI Act)	Fully Completed and signed	
6	Company Profile	Attached to the document	
7	Two (2) years of comparative audited financial statements (where applicable)	Attached to the document	

NB: Service providers that do not comply with the above requirements shall be ELIMINATED, DISQUALIFIED, and shall not be shortlisted for further Evaluation Process.

Other required documents

Table 3: Other Required Documents (non-disqualifying)

	Documents that must be submitted	Failure to submit below listed documents will not lead to the bidder being disqualified.
1	Consolidated BBBEE Certificates.	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated BBBEE status level verification certificate. Note: Failure to submit a valid and original consolidated B-BBEE Certificate for the JV or a certified copy thereof at the closing date of this bid, will result in a score of zero being allocated for Specific Goals Points.
2	JV or a consortium agreement (where applicable)	Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their intention to do so in their bid submission. Such service providers must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.
3	Personal Identification number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of service provider.
4	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
5	BBBEE Certificate issued by a South African National Accredited System Verification Agency/ Valid sworn affidavit	Companies that are not EMEs or QSEs. Generic QSEs that are not at least 100% or 51% Black-owned. A Sworn Affidavit must be in original format, signed and date-stamped by commissioner of oath and signed by deponent.

6	Proof of purchase or lease agreement and serial numbers of the equipment	Evidence of proof of ownership of the premises and equipment
7	Certified copies of Identification document	Certified copies of Identification Document to confirm the age and gender of the bidder
8	Municipality rates and taxes statement, or Telephone bill or lease agreement or Letter from ward councillor confirming business address.	The statement or Bill or Letter must not be older than six months. Letter must be dated, stamped and signed by ward councillor
9	Medical report	Copy of a Medical Certificate that is stamped and signed by a medical practitioner

Failure to submit the above-stated documents will not lead to disqualification.

Stage: 1B

- Only bid proposals that meet the Administrative Compliance Evaluation Criteria will be considered to be evaluated on Functionality/ Technical Evaluation Criteria.
- Only bid proposals that meet the minimum threshold of 70 out of 100 on Functionality/Desktop/Technical Evaluation Criteria will be considered to be evaluated Stage: 1C Site Visit Evaluation Criteria.

For the purpose of comparison and in order to ensure a meaningful evaluation, the service provider must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous/current clients, etc.).

Functionality Evaluation Criteria

Functionality evaluation will be based on the following criteria:

Table 4: Functionality Evaluation Criteria

CRITERION	DESCRIPTION	POINTS ALLOCATED PER CRITERIA	TOTAL POINTS ALLOCATED
1. The company experience, track record, and knowledge in the field of layout, design, publishing and printings.	1.1. Bidder(s) are requested to demonstrate relevant past experience and competency of the company in providing layout, design, publishing and printing services in the field of layout, design, publishing and printings.		
	1.2. Bidder(s) should submit full details of at least four (4) reliable contactable signed references for, projects in the previous years in layout, design, publishing and printings.		
	1.3. Bidder(s) should submit company profile with relevant credentials of similar work and/or catalogue or brochure. The information submitted (company profile/catalogue) are to include specific details of the company including, inter alia, track record, knowledge and relevant past experience in layout, design, publishing and printings.		
	Company experience in the field of layout, design, publishing and printings		20
	Above 5 years' experience	20	
	4 to less than 5 years experience	10	

	3 to less than 4 years experience	8	
	2 to less than 3 years experience	6	
	1 to less than 2 years experience	2	
	Less than one year	0	
Proof of four and (4) official purchase orders/appointment letters/signed service level agreements/reliable contactable signed references in layout, design, and printings from four different institutions	<p>Bidders are required to submit a minimum of four and (4) official purchase order /appointment letter/signed service level agreement/reliable contactable signed references in layout, design, and printings from four different institutions</p> <p>Official purchase order/ appointment letter/signed service level agreement from different institutions and four reliable contactable signed references in rendering layout, design, publishing, and printing services.</p>		
	4 official purchase orders/appointment letters/signed service level agreements from four (4) different institutions.	20	
	3 official purchase orders/appointment letters/signed service-level agreement from three different institutions.	15	
	2 official purchase orders/appointment letters/signed service level agreement from two different institutions.	10	
	1 official purchase orders/appointment letters/signed service level agreement from one different institution.	5	

	No official purchase orders/appointment letters/signed service level agreement.	0	
2. EVIDENCE OF PRINTED SAMPLES	2.1. Evidence of printing samples submitted		40
	<p>The bidder is required to submit sample/s of previous printing work undertaken with contactable details of the requesting client.</p> <p>The printed samples submitted: All four (4) of the listed different samples.</p> <ul style="list-style-type: none"> • Annual Reports • Information Brochures • Foiled Letterheads • A3 Newsletter <p>(4) different samples in total = 40 points, submitted with the contactable details of the requesting client.</p>	40	
	<p>The printed samples submitted: Any three (3) of the listed different samples.</p> <ul style="list-style-type: none"> • Annual Reports • Information Brochures. • Foiled Letterheads 	20	

	<ul style="list-style-type: none"> • A3 Newsletter <p>(3) different samples in total = 20 points, submitted with the contactable details of the requesting client.</p>		
	<p>The printed samples submitted: Any one or two (1-2) of the listed samples.</p> <ul style="list-style-type: none"> • Annual Reports • Information Brochures. • Foiled Letterheads • A3 Newsletter <p>(1-2) different samples in total = 10 points, submitted with the contactable details of the requesting client.</p>	10	
	No samples were submitted with contactable with the details of the requesting client	0	
3. BIDDER'S CAPACITY TO MEET THE CLIENT NEEDS	The bidder must provide a description of their company with evidence of the company's capacity to perform the services required.		
	<p>COMPANY PREMISES AND EQUIPMENT</p> <p>Bidder must provide proof of ownership of the premises and equipment (proof of purchase or lease agreement)</p>		10
	Bidder provided proof of ownership of the premises and equipment (proof of purchase or lease agreement and serial numbers of the equipment)	10	

	Bidder provided proof of ownership of the premises (proof of purchase or lease agreement and serial numbers of the equipment)	5	
	Bidder provided proof of ownership of equipment (proof of purchase or lease agreement and serial numbers of the equipment)	3	
	No Proof of purchase or lease agreement of premises and equipment and submitted premises (proof of purchase or lease agreement and serial numbers of the equipment)	0	
	PROPOSED PROJECT TEAM: Proposed Project Team Members must have the relevant skills, qualifications, and experience in any: DTP, Proofreading, Graphic Design – attach a minimum of five (5) personnel CVs assigned for the project		10
	Minimum of five (5) personnel-relevant CVs attached	10	
	Minimum of four (4) personnel-relevant CVs attached	8	
	Minimum of three (3) personnel-relevant CVs attached	6	
	Minimum of two (2) personnel-relevant CVs attached	2	
	No personnel-relevant CVs attached	0	
Total Points: Functionality Evaluation Criteria 100			100
Minimum Threshold: Functionality Evaluation Criteria 70			

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Stage1: C

Site visit

Only bid proposals that meet the minimum threshold of 70 out of 100 will be Site Visit Evaluation Criteria considered to be evaluated on Stage 2: Specific Goals and preference points

A site visit will be conducted mid-week during working hours and led by a Senior Manager from the printing company.

Note that site visits will only be conducted on the shortlisted service provider.

A site visit will be conducted in order to validate the existence of the items.

NB: For the bidder to be awarded points, they will be required to show the inspecting team the items listed below.

The site inspection will be conducted in line with the proof provided in the technical evaluation.

The submitted proof under the technical evaluation criteria, must contain the make of the equipment, the year of manufacture and the model OR serial number will be checked to assess alignment with the items listed below.

Table 5: Site Visit Evaluation Criteria

#	Criterion	POINTS ALLOCATED PER CRITERIA	TOTAL POINTS ALLOCATED
	Bidder's premises housekeeping		25
	Are working areas kept clear of materials and leftover materials and is the floor swept? (No slipping/ tripping hazards or potential to mix different works)	5	
	Are all hoses and cords placed out of travel ways?	5	
	Is all trash, scrap, and leftover materials picked up and properly disposed of?	5	
	Are materials in the premises stacked neatly and passageways clear?	5	
	Are pallets or shelves in good condition? (No broken pallets or shelves that would cause a hazard of dropping materials)	5	
	Quality of the Printing Equipment will be assessed at the bidder's premises.		50

The bidder will be required to print a sample item from each printing equipment listed below:		
<ul style="list-style-type: none"> • Litho Printing Equipment • Digital Printing Equipment • Commercial Web Printing Equipment • Braille Printing Equipment • Web Press Printing Equipment 		
On a scale of 0 – 10 where: Poor = 0 point Fair = 5 points Good = 10 points		
Litho Printing Equipment (proof of purchase and serial numbers of the equipment)	10	
Digital Printing Equipment (proof of purchase and serial numbers of the equipment)	10	
Commercial Web Printing Equipment (proof of purchase and serial numbers of the equipment)	10	
Braille Printing Equipment (proof of purchase and serial numbers of the equipment)	10	
Web Press Printing Equipment (proof of purchase and serial numbers of the equipment)	10	
General issues to be inspected		25
Does the bidder have the necessary printing equipment?	5	
Does the bidder have sufficient human resources to do the work?	5	
Does the bidder perform all the work in one place?	5	
Does the bidder contract out any of the work?	5	
Does the bidder have adequate vehicles to carry out deliveries?	5	
Total points		100
Minimum Threshold		70

A bidder that scores less than 70 points out of 100 points in respect of a Site Visit will be regarded as non-responsive and will be disqualified.

STAGE 2: PREFERENCE POINTS

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be adjudicated in terms of an 80/20 preference point system in terms of which points are awarded to bidders based on:

Preference Points breakdown:

AREA	POINTS
Price	0.00
Specific Goals	20

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

Specific Goals	Points	Evidence required	Suppliers Points Claimed (points will be verified)
Black Youth Ownership	10	Certified identity document copy/Certified copy of the B-BBEE certificate/ Valid sworn affidavit CIPC documents	
Black Township-owned Enterprise	5	Municipality rates and taxes statement, or telephone bill or lease agreement or Letter from ward Councillor confirming the business address	
Black PWDs Enterprise	5	Copy of a Medical Certificate that is stamped and signed by the medical practitioner	
TOTAL			

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

points for race-black, Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allocated for the goal.

18. SUBMISSION OF PROPOSALS

The service providers are advised to submit one original proposal, one softcopy in a USB, and must be in a sealed envelope marked “appointment of a pre-qualified list of service providers to supply layout, design, and printing for a fixed period of three (3) years for the office of the Premier”

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. Bid submitted after the closing date and time will not be accepted.

Bids/tenders submitted by email and/or facsimile will not be accepted.

19. COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (online, Microsoft Teams) for this tender will be held (7 days from the date of advertisement) from 10h00 to 11h30. Microsoft Link will be provided.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTI0YWQyMTMtZTBkNi00OWYxLWI1YzYtNjk4NzIINjRmZDQ1%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%225480a34d-1544-46e2-b78e-0fe8c6e3cadf%22%7d

20. CONTACT DETAILS

Enquiries

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to: **Ms Roshini Amrani** Roshini.Singh@gauteng.gov.za

Technical/Content enquiries: Content-related enquiries should be directed to:

Mr Vuyo Mhaga: Office of the Premier Vuyo.Mhaga@gauteng.gov.za



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

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 (NIP) Programme	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)



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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]

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

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

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



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PREFERENCE POINTS CLAIM FORM

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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



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PREFERENCE POINTS CLAIM FORM

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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]

	Partnership/Joint Venture / Consortium
	One-person business/sole proprietor
	Close corporation
	Public Company
	Personal Liability Company
	(Pty) Limited
	Non-Profit Company
	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.

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