

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

Notes:

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

The Tendering System

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

Training sessions

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



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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

RETURNABLE ATTACHMENT



GAUTENG PROVINCE

TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

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 bid.
2. For purposes contemplated in paragraph 1, the Gauteng Provincial Treasury (**Department**), 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 therefore required by the Customer Department / Institution, as indicated on RFP 01.

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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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.

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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.
 Filename:RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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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	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

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

- Stage One–

- Stage Two–

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	SPECIFICATION FOR: SUPPLY AND DELIVERY OF OFFICE PAPER (PHOTOCOPY PAPER)	Page: 1 of 27

COVER PAGE

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Indemnity

The GPT accepts no liability for any damages whatsoever that may result from the use of this document including the material contained herein, irrespective of the cause or circumstances.

Content

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to these standards and specifications effected during the preparation of this document have not been taken into account and therefore may vary. Changes or queries detected in this document must be brought to the attention of the GPT.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	SPECIFICATION FOR: SUPPLY AND DELIVERY OF OFFICE PAPER (PHOTOCOPY PAPER)	Page: 2 of 27

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	SPECIFICATION FOR: SUPPLY AND DELIVERY OF OFFICE PAPER (PHOTOCOPY PAPER)	Page: 3 of 27

DEFINITIONS & TERMS

Unless inconsistent with or expressly indicated otherwise by the context, the following terms shall mean the following:

1. **“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended;
2. **“black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended;
3. **“Closing Date”** shall mean the date and time when tenders for rendering the Service are due to be submitted;
4. **“Commencement Date”** shall mean the date on which the Service Provider shall commence rendering the services to the GPG;
5. **“Contract Price”** shall mean the prices tendered by the Service Provider for rendering the services to the GPG;
6. **“Contract”** shall mean and include the General Conditions of Tender as specified in the Terms of Reference, the tender forms, the Terms of Reference and any agreement concluded between the GPG and the Service Provider in relation to the service;
7. **“designated group”** has the same meaning assigned to it in terms of the Preferential Procurement Regulations, 2017, that is:
 - a. Black designated groups;
 - b. Black people;
 - c. Women;
 - d. People with disabilities; or
 - e. Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996);
8. **“designated sector”** means a sector, sub-sector or industry or product designated in terms of Regulation 8(1)(a) of the Preferential Procurement Regulations, 2017;
9. **“Employee”** shall mean any person in the employ of the GPG;
10. **“Supplier’s Employee”** shall mean the person employed by the supplier providing services to GPG departments
11. **“Financial Year”** means a twelve-month period commencing from 1 April and ending 31 March;
12. **“GPG”** shall mean the Gauteng Provincial Government;
13. **“GPT”** shall mean the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994;
14. **“National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended;
15. **“people with disabilities”** has the meaning assigned to it section 1 of Employment Act 55 of 1998, as amended;
16. **“PFMA”** shall mean the Public Finance Management Act 1 of 1999, as amended;
17. **“SAP”** shall mean an ERP software used for effective business operations;
18. **“Service Provider”** shall mean the bidder whose tender has been accepted by GPG

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	SPECIFICATION FOR: SUPPLY AND DELIVERY OF OFFICE PAPER (PHOTOCOPY PAPER)	Page: 4 of 27

19. **“Service”** shall mean the supply and delivery of cleaning chemicals, laundry chemicals, cleaning materials and refuse bags to the GPG;
20. **“Stipulated minimum threshold”** means the minimum threshold stipulated in terms of Regulation 8(1)(b) of the Preferential Procurement Regulations, 2017;
21. **“Term”** shall mean the duration of Service for a period of 36 (thirty-six) months commencing on the Commencement Date and expiring period;
22. **“the Act”** means the legislative prescripts that must be complied with;
23. **“TOR”** shall mean the Terms of Reference for rendering the Services as specified in this document;
24. **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994 as defined in the Preferential Procurement Regulations, 2017;
25. **“Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended;

ABBREVIATIONS

- A. “BAS” shall mean Basic Accounting System
- B. “MTEF” shall mean medium-term expenditure framework
- C. “P-Card” shall mean Purchasing Card utilized by GPG
- D. GPG shall mean Gauteng Provincial Government
- E. GPT shall mean Gauteng Provincial Treasury
- F. COA shall mean Certificate of Analysis
- G. FSC shall mean Forest Stewardship Council

1. The Project Background and Goals

1a. The user background to the project effort.

The Gauteng Provincial Government (GPG) and Entities expect goods of the obligatory quality to be delivered in all instances in line with the defined requirements stated in this specification for the supply and delivery of office paper.

1b. Goals of the project

The service provider is to ensure the goods to be supplied are in line with the requirements of this specification. Having the right office paper is essential for the effective day-to-day functioning of departments and to ensure that employees have the tools to carry out their duties and responsibilities. The Gauteng Provincial Treasury (GPT) seeks to advertise and appoint service providers for the supply and delivery of office paper for a period of 36 months.

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2. The Customer

2a. Customer

- Gauteng Provincial Government (GPG) and Entities.

3. Product Requirements

3.1 In the supply and delivery of the office paper, the service provider must ensure that: -

- Right quality products are supplied as indicated in this specification.
- Capacity and capability exist to supply products described in **Section 1** and correct quantities as indicated in the specification under **Section 2: Price Schedule (Annexure A)**
- The delivery schedule as stated by the ordering department is strictly adhered to. The GPT and the relevant departments expect office paper products of the obligatory quality to be supplied in all instances.
- Office paper products supplied must comply with the South African National Standards (SANS) and South African Bureau of Standards (SABS) legislation.

4. General Conditions

4a. RFP Pack

- General conditions are stipulated in the various documents which make up the RFP pack (SBDs and Annexure A – General Conditions of Contract)

4b. Special Conditions

- Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- All the office paper products delivered by the successful bidder(s) must be to the standard of this specification or the latest as amended.
- No product deviation will be accepted.
- No payment for incorrect product items will be made.

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5. Applicable Legislation

5.1 National Standards applicable to the office paper specification

The office paper products offered shall in respect of all matters arising from the fulfilment of the contract comply with all laws and regulations as amended that are applicable to the products required. In this regard, special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

- ISO 9001:2015 / SANS 9001:2015 "Requirements for Quality Management Systems"
- SANS 12281 :2005: Printing business Paper- Requirements for Copy Paper for Dry Toner Imaging processes.
- EN 12283:2002, Printing and business paper — Determination of toner adhesion.
- EN ISO 186, Paper and board — Sampling to determine average quality (ISO 186: 2002).
- EN ISO 216, Writing paper and certain classes of printed matter — Trimmed sizes — A and B series (ISO 216:1975).
- EN ISO 536, Paper and board — Determination of grammage (ISO 536:1995).
- EN 20187, Paper, board and pulps — Standard atmosphere for conditioning and testing and procedure for monitoring the atmosphere and conditioning of samples (ISO 187:1990).
- EN 20287, Paper and board — Determination of moisture content — Oven drying method (ISO 287:1985).
- EN 20534. Paper and board — Determination of thickness and apparent bulk density or apparent sheet density (ISO 534:1988).
- ISO 2471, Paper and board — Determination of opacity (paper backing) — Diffuse reflectance method.
- ISO 11475, Paper and board — Determination of CIE whiteness, D 65/10 degrees (outdoor daylight).
- ISO 14968:1999, Paper and board — Cut-size office paper — Measurement of curl in a pack of sheets.
- ISO 15359:1999, Paper and board - Determination of the static and kinetic coefficients of friction - Horizontal plane method.
- IEC 60093, Methods of test for volume resistivity and surface resistivity of solid electrical insulating materials.
- DIN 53109, Testing of paper and board — Determination of abrasion by the abrasion wheel method.
- NF Q03-055, Paper and board tests _ Determination of abrasion resistance of paper and board (by the taber method).
- Unemployment Insurance Act No. 63 of 2001.
- The Compensation for Occupational Injuries and Diseases Act No. 130 of 1993.
- Occupational of Health and Safety Act No. 85 of 1993.
- ISO 9001: 2015 SANS 9001:2008 "Requirements for Quality Management Systems".
- FOREST STEWARDSHIP COUNCIL (FSC) accredited.

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5.2 Acts and Regulations

- Constitution of the Republic of South Africa, 1996
- The Public Finance Management Act No. 1 of 1999 (as amended)
- Preferential Procurement Policy Framework Act No. 5 of 2000: Preferential Procurement Regulations, 2017
- Standards Act No. 8 of 2008
- The Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
- Occupational Health and Safety Act No. 85 of 1993
- The Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- Protection Of Personal Information Act
- Township Economic Development Act

Note: Amended Acts and Regulations/Standards applicable to this bid shall supersede the above stated. The list is not exhaustive.

6. Product Item List

TERMS AND DEFINITIONS

Cut size paper sheet: sheets, cut according to the ISO-A series standard

Dry toner imaging process: imaging method using dry toner that is generally fixed on paper by heat and/or pressure. [EN 12283:2002]

Dry toner: ink powder used for imaging in printers and copier machines [EN 12283:2002]

Paper jam: paper induced failure in the copy process path, causing a copier machine shut-down requiring corrective action by the operator. Included are failures in sorter-bins and/or collection-trays, when operating below 80 % of each single bin's maximum capacity, as stated by the copier machine manufacturer. Excluded are control panel actions

Curl: deviation from a flat surface which has three major components: magnitude, direction of curl axis and the side towards which the paper curls [ISO 14968:1999]

Curl in paper machine direction (MD): curl axis which is parallel to the paper's machine direction [ISO 14968:1999]

Curl in paper cross direction (CD): curl axis which is perpendicular to the paper's machine direction [ISO 14968:1999]

Diagonal curl: curl axis which is neither parallel nor perpendicular to the paper's machine direction [ISO 14968:1999]

Curl before copy: curl measured directly after opening the package

Curl after copy: curl measured immediately after copying

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7. Usability and Ease of use:

All office paper products should be usable and ergonomically acceptable to the hands-on users.

The usability requirements cover the following properties:

7.1 The office paper products shall be easily accessible with regards to opening the containers/packaging they are delivered in.

7.2 The office paper products shall be consistent with the description as indicated in paragraph 6 and itemised as per The Pricing Schedule: Section 2

7.3 No office paper product that has been damaged in transit shall be accepted upon delivery.

PRODUCTS AND SERVICES REQUIRED

The supply and delivery of Office Paper (Photocopy Paper) to all GPG Departments.

- Photocopy Paper A3 and Photocopy Paper A4

8. PACKAGING REQUIREMENTS

8.1 General

To protect the paper sheets from harmful effects of mechanical forces, atmospheric conditions and contamination during in-house storage and use, the paper shall be packed as specified below:

- The inner packing, typically a ream, or a box, shall be tightly closed.
- The inner packaging material must have a moisture barrier.
- For transport purposes a second (all-weather) protective packing is necessary.
- The packing material is also recommended to have a moisture barrier.

8.2 Absence of contamination

Packaging materials (from moisture protective coatings and low melting adhesives) should not contaminate the paper. The maximum number of packages, having major contamination defects should not be greater than 2 %.

A major defect is defined as having at least one dimension ≥ 1 mm.

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8.3 Performance requirements/specification for photocopy paper:

TABLE 1

Property	Unit	Requirements	Test Methods	Remarks
Curl before copy	m ¹	MD : ≤ 2,00 CD : ≤ 1,25	ISO 14968	-
Runnability	-	Jam rate	SANS 12281:2005 (Annexure A)	-
Cutting quality	-	95% < 5 98% < 6	SANS 12281:2005 (Annexure C)	-
Abrasion resistance	Mg	≤ 20mg/100 revolutions	NF Q03-055 or DIN 53109	Use 500g weight
Surface resistivity	Ω	10 ⁸ to 10 ¹¹	IEC 60093	Use 100V on isolated base-electrode for 15 s
Property	Unit	Requirements	Test Methods	Remarks
Moisture content	%	3.8 to 5.6	EN 20287	-
Coefficient of static friction	-	0,4 to 0,6	ISO 15359:1999, CLAUSE 9.2 AND 10.1	cross direction to cross direction and machine direction to machine direction of consecutive sheets taken directly from the package
Toner adhesion	-	>0,8	EN 12283	-
Opacity	%	>85	ISO 2471	For duplex use
Grammage	g/m ²	Nominal ±4%	EN ISO 536	-
size	Mm	A4, A3	EN ISO 216	-

9. MIGRATORY SUBSTANCES AND CONTAMINATION

Paper manufacturers shall control the paper raw materials and production processes to keep the presence of any migratory material that could contaminate the imaging systems to the lowest practical level.

Dispersed migratory chemicals and spot contaminants must be considered as migratory materials; in either case, all efforts shall be made to avoid their presence at or near the sheet surface. Examples of migratory substances are talc, wax, sticky resin, dust and glue.

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10. INSPECTION AND METHODS OF TEST

- a) Samples shall be tested in accordance with SANS 12281:2005 attainable from the South African Bureau of Standards offices. Attainment of such standards will be for the account of the bidder. The samples shall be made available to the end-user as part of a non-conformity tracing process.
- b) A test report not older than 6 months that proves that offered products comply with the requirements of the said standard may be requested by the department from the bidder at any given time for contractual purposes.

10.1 Test report

The testing laboratory shall refer to the European Standard and include in its report the following:

- a) Precise identification of the paper lot tested
- b) Date and place of testing (this might be a period of time and more than one laboratory);
- c) Type of copier machine(s) or printer(s) used
- d) Thickness as specified in EN 20534
- e) Whiteness as specified in ISO 11475
- f) The test results obtained when tested as specified on Table 1 (clause 6 on SANS 12281:2005)
- g) Results of tests agreed upon between customer and supplier
- h) Any other observations made that may be of importance for the performance of the paper in a dry toner imaging machine
- i) A statement that paper meets or fails to meet the requirements of clause 6 of European Standard (SANS 12281:2005)

11. GENERAL REQUIREMENTS

- a) The office paper products delivered shall be aesthetically pleasing and shall meet packaging requirements which consider the absence of damage or deterioration due to transportation and or storage.
- b) The products must have excellent opacity, runnability and high whiteness as per specification requirement.
- c) No product that has been damaged, defective, prone to failure, constitute hazard or unsafe shall be accepted.
- d) The products shall be easily accessible with regards to opening the containers/packaging they are delivered in.
- e) The office paper products shall be consistent in look and feel which includes colour
- f) The office paper products must have excellent/superior performance

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12. ENVIRONMENTAL REQUIREMENTS

All the office paper products delivered shall be of superior quality and workmanship and fit for the purpose for which they are intended and when used properly in accordance with any written instructions notified to the End-user by the Service Provider, will not represent an environmental, health or safety risk.

13. TRANSPORTATION REQUIREMENTS

- Delivery should be done with/through a covered bakkie or panel van.
- Receiving of product process: Standard Operating Procedure for receiving should be in place including records (COA, Vehicle inspection-cleanliness), check products (packaging for any damages) against the received-purchase order documents and signed for acceptance of the stock.
- Dispatch of product process: Standard Operating Procedure for dispatch should be in place, order and delivery documents are received for distribution and dispatch, stock is picked, driver and checker verify, quality check (quantities: short or overstock and labelling), confirm stock before loading and acceptance documents should be signed and stock is loaded and dispatched.

14. PROJECT MANAGEMENT

- The service provider must have in the employment, a dedicated person who will oversee and take full responsibility for managing and ensuring effective administration of the project.
- The dedicated person is expected to set up a team that would be responsible for order processing, customer communication, attend to customer complaints, compile reports and give recommendations where necessary.
- The dedicated person must ensure that product delivery to the department (end-user) is per the schedule with specified dates of delivery. Any deviations should be communicated to the end-user in advance.

15. SCHEDULE CONSTRAINTS

Delivery shall be mutually agreed between the service provider and the institutions concerned. The schedule may include weekends and holidays which must be considered by the supplier to prevent unnecessary delays or non-deliveries.

All schedules provided by the relevant end-user are to be strictly adhered to not have alternative replacements for the items requested. All deviations from the schedule must be communicated to the GPT and End User in advance.

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16. PRODUCT LIST AND ESTIMATED QUANTITIES

Table 16.1

Required Products and estimate quantities		
Item Description	Material Number	Estimated Quantities (36 Months)
Paper, photocopy, A4, white, 80gsm, box of 5 ream, compatible with an inkjet, colour inkjet, colour laser printer, hi-speed laser printer, photocopier, hi-speed photocopier, colour photocopier and fax	152215	398 620
Paper, photocopy, A3, white, 80gsm, box of 5 reams, compatible with an inkjet, colour inkjet, colour laser printer, hi-speed laser printer, photocopier, hi-speed photocopier, colour photocopier and fax	112186	8 560
Total		
*These quantities are an estimate based on historic data. The quantities may increase or decrease at any time of the contract.		

17. Project Duration:

- 36 months

18. Evaluation Methodology

NOTE THE FOLLOWING CONDITION:

Items and quantities required may vary according to the region listed and are not guaranteed.

18.1 Stage 1A:

STAGE 1A: PRE-QUALIFICATION CRITERIA

In terms of Section 4(1) of the Preferential Procurement Regulations, 2017, the Gauteng Provincial Treasury has decided to apply pre-qualifying criteria to advance certain designated groups. This tender is therefore advertised with a specific tendering condition that the following tenderers may respond:

4 (1) (a) A tenderer having a stipulated minimum BBBEE status Level of Contributor 1,

4(1) (b) An EME (Exempted Micro Enterprise)

- An EME is required to complete and submit a valid original Sworn Affidavit or a valid certified copy of a Sworn Affidavit confirming its annual total revenue of R10 million or less.
- Sworn Affidavit issued by the DTI or the CIPC or in a similar format must be valid, original

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or certified as a true copy of the original.

- Sworn affidavits and certification as a “true copy of the original”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963
- Tenderers who qualify as EME must submit a valid affidavit signed by the EME representative and attested by a Commissioner of Oath. Bidders are encouraged to use the link below to access the SWORN AFFIDAVIT

[http://www.thedti.gov.za/economic empowerment/docs/Affidavit-QSE-Gen.pdf](http://www.thedti.gov.za/economic%20empowerment/docs/Affidavit-QSE-Gen.pdf)

OR

- An affidavit signed by the EME duly appointed representative and attested by a commissioner of oaths indicating: their annual turnover and percentage of black ownership is less than R10 million, Level of Black Ownership indicating the Status Level of the Contributor.

A TENDERER THAT FAILS TO MEET ANY PREQUALIFYING CRITERIA STIPULATED IN THIS TENDER DOCUMENT IS AN UNACCEPTABLE TENDER AND THEREFORE THE TENDER WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

18.2 Stage 1B: Administrative Compliance (Compulsory)

- Completed and signed standard bidding documents (SBD) 1, 4 and 6.1 by the tenderer
- Completed Protection of Personal Information Act (POPIA) consent form, granting the department permission, consent and /or authorisation to disclose, process and further processing your personal information provided/made available by virtue of submission of this bid, for purposes of complying with its policies.
- Bidders must quote Price for all products listed Schedule
- The bidder must select **only one region**. Failure to select a region will result in disqualification of the bidder.
- Bidder's sourcing products from another company should submit a valid letter of commitment from the Principal Company formalising the Distributor Agreement for supply between the two companies. **Letter must be signed by both parties.**
- Bidders are encouraged to use one or two sources of supply. Both sources of supply shall be evaluated, and the bidders shall be measured on the complying source of supply who must reach the threshold. Should one of the sources of supply fail to reach the threshold, that source of supply will not be considered.

OR

- If the bidder is a source of supply (not sourcing products from another company), a confirmation letter stating that the products will be distributed from own facility, should be attached.
- If the bidder is sourcing transportation (covered bakkie/panel van), from another company, a letter of commitment from the Principal Company formalizing the transportation agreement for supply, **(Letter must be signed by both parties).**

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OR

- If the bidder has their own transport (covered bakkie/panel van) not leasing/hiring from another company, a confirmation of the vehicle registration registered in the business name or in a director's name stating that the transportation belongs to the company or director, must be attached. **(Letter must be signed by delegated authority).**

Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 2008 (as amended) or a letter of commitment on the letterhead of the issuer signed by both parties/lease agreement signed by both parties/hiring agreement signed by both parties.

Information regarding the availability of transport will be verified on site visit, should the transport not be found or does not meet the transportation requirements as per point 13 the bidder will be eliminated.

NOTE: BIDDERS THAT DO NOT COMPLY WITH THE ABOVE REQUIREMENTS SHALL BE DISQUALIFIED AND ARE REGARDED AS NON-RESPONSIVE BIDS AND SHALL NOT BE EVALUATED FURTHER.

18.3 Other Documents:

The bidder should submit the following:

- A valid Tax Compliance Status (TCS) pin issued by South African Revenue Service (SARS).
- Proof of Registration on National Treasury Central Supplier Database (CSD)/MAAA number.
- Certified copies of necessary documents shall be requested at a later stage from qualifying bidders at various stages of the evaluation process.
- Independently reviewed and signed Annual Financial Statement for the last two financial years are required. In a case of a new or a dormant entity, a signed letter from the bidder's accountant/director must be submitted as evidence indicating such.
- The bidder that is not tax compliant at the time of award will be given 7 days to get their tax matters in order and the bidders that are shortlisted but not registered on CSD at the conclusion of evaluation will be given 7 days to register on CSD. failure to meet these timelines may lead to elimination.

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18.4 Stage 1C: Desktop Evaluation (24 POINTS)

A total of **24** points is allocated for stage 1B and threshold = **14** points

Bidders are requested to include with the tender document all the information requested in the criterion below:

Criterion	Comment	Points
Technical process criteria	Provide a documented process used to select a supplier of choice regarding office paper to ensure that the sourced product and services conform to the specification requirements: • No selection criteria provided (0) • Relevant product certification (Forest Stewardship Council Compliant) (2) • Record keeping (Identification and traceability system in place) (2) • Storage areas (2) Good practices in quality control (product analysis) {Sampling, material receipt, training packaging} (2) • Product specification (2) {Certificate of Analysis (COA), Material Safety Data Sheet (MSDS) {compliance to statutory laws and regulations}}	10
Transportation	Documented proof of a fleet for delivery for urgent purposes (own) or proof of agreement with a 3rd party (outsourced) formalising the delivery arrangements • No proof of ownership documents or agreement letter provided (0) • Proof of agreement letter with a 3rd party formalizing the delivery arrangements should be attached (Proof of agreement should indicate that the transportation is covered, and it must be signed by both parties) (4) OR • If the bidders have their own covered transport: Registration documents of ownership should be attached (Documents should indicate that the transportation is covered and must be signed by the owner) (5)	5
Order processing	Bidder should have a detailed documented ordering process (5) • No information provided (0) • Order received by e-mail or fax to e-mail or internet platform (1) • Acknowledge order and verify customer order details (1) • Order preparation (communicate with supplier for order placing and availability of stock and delivery date) (1) • Generate and produce proof of delivery note (1) • Receive proof of delivery (POD) and submit the invoice to the department for goods payment (1)	7

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	Lead time for urgent orders from receipt of purchase order to delivery of goods and services (2) • 3 days and more and no urgent lead time provided (0) • 2 days (1) • 1 day (2)	
Company experience	Proof of similar work done by the organization should be attached (letter of award or purchase orders) • No proof attached (0) • 1 Purchase order/Letter of award (1) • 2 Purchase orders/Letters of award from different organizations (2)	2

NOTE: ANY SUPPLIER SCORING LESS THAN 14 POINTS DURING THIS STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR STAGE 1D (OFFICE) OF THE EVALUATION PROCESS

STAGE 1D: OFFICE (BIDDER) SITE VISIT EVALUATION (TOTAL POINTS=21)

TRANSPORTATION: The information regarding the availability and compliance of transport as per **Point No.13 on page 9 and 10 of the specification** will be verified on site visit.

FAILURE TO COMPLY WITH THE LISTED REQUIREMENTS, THE BIDDER WILL BE ELIMINATED FROM THE BIDDING PROCESS.

A total of **21** points is allocated for stage 1D (**Office**) with a threshold = **13** points

OFFICE OF THE BIDDER		
Criterion	Comments	Points
Human resource management	Staff compliment: • No information on staff provided (0) • No staff but have a database/cv's of people ready for employment (2) or • Have staff including their job descriptions in place and contracts of employment signed by employer and employees (4) • UIF registration for permanent employees (1)	5
Identification and traceability	Products should be traceable and identifiable back to the source of supply • No traceability and identification system in place (0) • Explanation of how product will be identified and traced (1) • Identification and traceability policy (2) • Purchase order (order number, product description, quantity, delivery date) (1) • Delivery note /invoice from source of supply (batch number, order number, product description, quantity) (1) • Delivery invoice from the distributor (batch number, order number, product description, quantity) (1)	6

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Customer service	Effective means of communicating with the end user (Order handling, amendments, or any enquiries) - No means of communication (0) - Landline/ cellular phone/ Facsimile/fax to e-mail/ internet platform and e-mail available (2)	2
	Measures in place to ensure customer satisfaction is met. - No customer satisfaction measure in place (0) - Explanation on how customer satisfaction will be implemented (monthly or weekly meetings or customer survey questionnaire) (1) - Meetings with the customer and records of meeting minutes (1) - Records of regular customer survey questionnaire completed, signed and stamped by the customer (2)	4
	Customer complaints procedures should be available and documented. Has the organization developed & implemented a corrective & preventative procedure? - No documents for customer complaint handling in place (0) - Explanation on how the customer complaints will be handled including turnaround time (1) - Customer complaints procedure/policy (1) - Documented proof of corrective action and preventative action request form (1) - Proof of completed and documented customer complaint with corrective action including preventive action (1)	4
TOTAL POINTS: 21 MINIMUM THRESHOLD 13 POINTS (BIDDERS SCORING LESS THAN 13 POINTS DURING SITE VISIT (OFFICE) SHALL NOT BE CONSIDERED FOR FURTHER EVALUATION)		

NOTE: Documented proof of the above information and documents, must be submitted by the supplier upon request by the GPT.

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STAGE 1E: SOURCE OF SUPPLY-SITE VISIT EVALUATION (TOTAL POINTS= 34)

TRANSPORTATION: The information regarding the availability and compliance of transport as per **Point 13 page 9 and 10 of the specification** will be verified on site visit.

FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS, THE BIDDER SHALL BE ELIMINATED FROM THE PROCESS.

A total of **34** points is allocated for stage 1E (**Source of Supply**) with a threshold = **20** points

SOURCE OF SUPPLY (For the quality of goods from the source of supply)		
Criterion	Comments	Points
Human resource management	Staff should be competent to do the work based on education and training - No documented records of training in place (0) - Standard operating procedure (SOP), (1) - Yearly training schedule/plan, (1) - Training attendance registers (1) - Certificates or assessment records (1)	4
Regulatory compliance	Valid documents - all listed below - No documents in place (COIDA, UIF & OHS) (0) - COIDA (1) - UIF (1) - OHS compliance with evidence (meeting minutes) (1)	3
Purchasing process	Purchasing process (to ensure products comply to the Forest Stewardship Council (FSC)) - No procedures (0) - Selection criteria (supplier questionnaire) (2) - Approved supplier list (3) - Supplier evaluation (2)	7
Housekeeping	Organization should have Pest Control Programme in place - No programme in place (0) - Standard Operating Procedure (1) - Registered pest control contractor & COIDA certificate (hard copy file), Valid certificates of pest controllers registered from GDARD, method of application and frequency, Pesticides used should be approved and the MSDS, map of baiting station, monthly service records, corrective action where necessary and no evidence of pests (1)	2
	Organization should have Cleaning and Sanitation Programme in place - No programme in place (0) - Standard Operating Procedure SOP (1) - Method of cleaning and cleaning frequency, equipment used, chemicals used, Material Safety Data Sheets should be approved and daily/ weekly cleaning checklist (2)	3

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	Warehouse (overall cleanliness) should be up to standard and acceptable - Warehouse is kept in an untidy and unacceptable condition (0) - Warehouse is kept in a semi-tidy condition (not clean, neat or tidy and/or no clear segregation of rejected products (2) or - Warehouse and all the surrounding areas are kept clean, neat and tidy with clear definition and clear separation of rejected products (4)	4
Packaging and labelling	All products are packaged and labelled as per standards - No packaging and labelling policy in place (0) - Packaging and labelling policy in place (1) - Description of the product, name of the producer, production date, weight and batch identification (1)	2
Stock control and monitoring	Is the stock well controlled and monitored systematically? - No information provided (0) - Availability of sample stock (1) - Order point signal for replenishment (1) - FIFO system or better /similar system (2) - Track orders, sales and deliveries (1)	5
Storage conditions	Proper storage conditions are adhered to - No information provided (0) - Products stored under correct environmental conditions (4)	4

TOTAL POINTS: 34 MINIMUM THRESHOLD 20 POINTS (BIDDERS SCORING LESS THAN 20 POINTS DURING SITE VISIT (SOURCE OF SUPPLY) WILL NOT BE CONSIDERED FOR FURTHER EVALUATION)

NOTE: Documented proof of the above must be submitted by the supplier upon request by the GPT.

Stage 2 Evaluation

Price (80 points) and preference points (20 points)

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- Preference points will be awarded in respect of B-BBEE contribution as reflected in the table above (PPR January 2017 Gazette 10684).

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19. AWARD CONDITIONS

19.1 Evaluation Phase

- GPT will evaluate bids using pre-qualification criteria
- GPT may cancel and/or terminate the bid process at any stage, including after the closing and or after the evaluation have been made, and or after the preferred bidder(s) have been notified of their status as such;
- GPT reserves the right not to award or to cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- GPT will carry out site inspections, product(s) evaluations or explanatory meeting to verify the nature and quality of the services/products offered by the bidders, whether before or after adjudication of the bid.

GPT reserves the right to request financial statements signed by an accredited accountant (2 Comparative Years)

19.2 Criteria for breaking deadlock in scoring:

- 1) If two or more tenderers score equal total points, the contract will be awarded to the tenderer that scored the highest points for B-BBEE.
- 2) If two or more tenderers score equal total points and equal preference points for B-BBEE, the contract will be awarded to the tenderer that scored the highest points for functionality.
- 3) If two or more tenderers score equal total points in all respects, the award will be decided by the drawing of lots

19.3 Award Phase:

19.3.1 GPT reserves the right to:

- 1) Award this tender in full or part. For this tender, the province has been divided into five (5) Regions where the product items are required as and when needed.
- 2) Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any bid.
- 3) Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s).

19.3.2 The award of this tender may be subjected to price negotiation with the highest scoring bidder, utilizing market related prices as a benchmark. If the bidder does not agree to a market-related price, the second highest scoring bidder will be considered, if the second highest bidder does not agree to the market-related price, the third highest bidder will be approached for negotiations. If a market-related price is not agreed as above, the tender may be cancelled. If there are no successful bidders in a specific region, the GPT retains its right to, consider all the second highest bidders from

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the other regions, and the bidder with the highest points from those bidders, may be appointed by the GPT for the region that did not have a successful bidder.

19.3.3 Bids that only achieve the minimum qualifying score/percentage for functionality, shall be evaluated further in accordance with the 80/20 preference point system prescribed in the Preferential Procurement Regulations. The successful bidder(s) with the highest score (points) per region, shall be considered as a successful bidder.

19.3.4 If there are no successful bidders in a specific region and the GPT cannot follow the process set above (e.g. if there are no second highest bidders in other regions) then the GPT may consider the successful bidders from the other regions based on the highest price preferential points.

19.3.5 A person awarded a contract may only enter into subcontracting arrangement with the approval of the organ of state.

19.3.6 Items and quantities required may vary per region and are not guaranteed.

19.3.7 Items will be ordered as and when required by the user department.

19.3.8 Bidders are encouraged to use one or two sources of supply. Either of the two sources of supply shall be evaluated, and the bidders shall be measured on the complying source of supply who must reach the threshold. Should one of the sources of supply fail to reach the threshold, that source of supply will not be considered for further evaluation.

19.4 Contracts management

19.4.1 GPT reserves a right to reallocate orders from suppliers who failed to honour their contractual obligations to suppliers who honoured their contractual obligations and were appointed under the same tender.

19.4.2 GPT to terminate or amend the requirements of this contract after following the breach provisions in the contract in the event that a bidder commits a breach of its contractual obligations at any point during the life cycle of the contract.

19.4.3 The GPT shall be entitled to suspend its obligations in terms of the contract once a breach has been identified and the supplier has been notified of the breach according to the breach provisions of the contract.

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

19.4.5 Awarded suppliers are expected to adhere to the source of supply that is evaluated on site visit. Should a need arise to change a source of supply, a written request and a notice of 30 days must be complied with, and approval must be granted by GPT.

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19.4.6 Urgent orders: Bidders should consider that as and when a need arise during the contract, urgent orders may occur where products will be ordered within 24hrs by an Institution.

19.4.7 GPT reserves the right to cancel and/or terminate the contract or part thereof, post award in consultation with the service provider if is deemed necessary.

19.4.8 No portion of the contract must be sub-contracted.

19.4.9 The contract performance of suppliers and buyers will be managed appropriately in compliance with the GPT contract management policies and procedures that seeks to assess the performance of the supplier and the buyer to ensure that the products that are delivered meet the requirements of the contract. The contract performance measures will be clearly documented and communicated to all parties in the service level agreement or contract agreement before signing of the contract, and prior to commencement of delivery under the contract wherein all product expectations regarding quality and packaging shall be clearly outlined and a need for the products to be labelled for safety of use, shelf life and also the instructions or direction for use would be specified.

19.4.10 The contract performance measurement metrics will be linked to service delivery requirements that must be consistent with the strategic objectives of government and must also be agreed with the supplier before contract signing and commencement of delivery.

19.4.11 On a quarterly basis, regular contract performance reviews will be conducted in accordance with the requirements of the contract and ad-hoc performance reviews will be conducted where non-performance is identified outside of the regular quarterly review process. Non-performance will be addressed through formal communication that is submitted using a formal letter advising the service provider of specific non-performance areas and the letter will also state remedial action/s required within a specific time frames

19.5 Contract Remedies

Section 14 of the Preferential Procurement Regulations of 2017 stating:(1) "Upon detecting that a tenderer submitted false information regarding its BBEE status level of contributor, local production and content, or any other matter required in terms of these Regulations which will affect or has affected the evaluation of a tender, or where a tenderer has failed to declare any subcontracting arrangements, the organ of state must: -

(a) inform the tenderer accordingly.

(b) give the tenderer an opportunity to make representations within 14 days as to why-

i. the tender submitted should not be disqualified or, if the tender has already been awarded to the tenderer, the contract should not be terminated in whole or in part.

ii. if the successful tenderer subcontracted a portion of the tender to another person without disclosing it, the tenderer should not be penalized up to 10 percent of the value of the contract; and

iii. the tenderer should not be restricted by the National Treasury from conducting any business for a period not exceeding 10 years with any organ of state; and

(c) if it concludes, after considering the representations referred to in sub regulation (1)(b), that-

i. such false information was submitted by the tenderer-

- disqualify the tenderer or terminate the contract in whole or in part and
- if applicable, claim damages from the tenderer or

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- i. The successful tenderer subcontracted a portion of the tender to another person without disclosing, penalize the tenderer up to 10 percent of the value of the contract

(2)(a) An organ of state must-

- i. inform the National Treasury, in writing, of any actions taken in terms of sub regulation (1)
- ii. provide written submissions as to whether the tenderer should be restricted from conducting business with any organ of state; and
- iii. submit written representations from the tenderer as to why that tenderer should not be restricted from conducting business with any organ of state.

- (b) The National Treasury may request an organ of state to submit further information pertaining to sub regulation (1) within a specified period”.

(3) The National Treasury will-

- (a) after considering the representations of the tenderer and any other relevant information, decide whether to restrict the tenderer from doing business with any organ of state for a period not exceeding 10 years; and
- (b) maintain and publish on its official website a list of restricted suppliers.

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20. ENTITIES SPLIT PER REGION

20.1 For this tender, the province has been divided into five (5) regions where the product items are required as and when needed.

20.2 Gauteng Central has two (2) Regions (A and B), should a bidder select this region, the following condition apply:

- A bidder may select only one (1), either Region A or B within Gauteng Central.

20.3 A bidder must **ONLY** select one (1) region by marking with an X or a tick accordingly in the space allocated. Failure to select in the space allocated will result in disqualification of the bidder

20.4 Should the bidder select more than one region; the bidder will be regarded as non-responsive and will be disqualified.

Any region selected by the bidder [**only one (1)**], must be selected accordingly on the space allocated below.

a. The respective institutions which fall into the regions are indicated below:

Gauteng Central Region

Region A ☐

- Department of Sports, Arts, Culture & Recreation
- Office of the Premier
- Department of Education - Head Office
- Department of Infrastructure Development Agency
- Department of Education - Johannesburg Central
- Department of e-Government
- Gauteng Treasury
- Department of Economic Development - Head Office
- Department of Community Safety - Head Office
- Department of Agriculture & Rural Development - Head Office
- Department of Human Settlements - Head Office
- Department of Co-operative Governance and Traditional Affairs – Head Office
- Department of Roads & Transport - Head Office
- Department of Health- Head Office
- Department of Social Development – Head Office

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- Department of Social Development – Johannesburg
- JHB Central – Department of Sports, Arts, Culture and Recreation

Region B



- Ann Latsky Nursing College
- Bheki Mlangeni District Hospital
- Tara The H Moross Centre
- Chris Hani Baragwanath Hospital
- Charlotte Maxeke Johannesburg Academic Hospital
- Carletonville Forensic Pathology Services
- Chris Hani Baragwanath Nursing College
- Department of Education - Gauteng West
- Department of Education - Johannesburg East
- Department of Education - Johannesburg North
- Department of Education - Johannesburg South
- Department of Education - Johannesburg West
- Johannesburg Forensic Pathology Services
- Department of Health - Region A
- Helen Joseph Hospital
- Oral & Dental Teaching Hospital
- Rahima Moosa Mother & Child Hospital
- Rahima Moosa Nursing College
- South Rand Hospital

Gauteng East Region



- Far East Rand Hospital
- Gauteng Emergency Medical Services
- Pholosong Hospital
- Sizwe Tropical Disease Hospital
- Edenvale General Hospital
- Germiston Hospital / Bertha Gxowa Hospital

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- Department of Health – Ekurhuleni District
- Dunswart - Autonomous
- Department of Education - Ekurhuleni North
- Department of Education - Ekurhuleni South
- Department of Education - Gauteng East
- Natalspruit Hospital / Thelle Mogoerane Regional Hospital
- Tambo Memorial Hospital
- Tembisa Hospital
- Tsakane Stadium

Gauteng North Region ☐

- Cullinan Care & Rehabilitation Centre
- Jubilee District Hospital
- Kalafong Hospital
- Koedoespoort Construction Fleet
- Lebone College of Emergency Care
- Pretoria West Hospital
- Department of Health - Region C
- Mamelodi Hospital
- Masakane Cookfreeze
- Medunsa Oral Hospital
- Department of Education - Gauteng North
- Odi District Hospital
- Ga-Rankuwa Nursing College
- Pretoria Academic Hospital / Steve Biko Academic Hospital
- Tshwane District Hospital
- Tshwane Rehabilitation Centre
- Weskoppies Hospital
- Department of Education - Tshwane North

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- Dr Fabian and Florence Ribeiro Treatment Centre
- Dr George Mukhari Hospital
- Department of Education - Tshwane South
- Department of Education - Tshwane West
- Department of Sports, Arts, Culture and Recreation - Pretoria East Lynne

Gauteng South and West Region ☐

- Department of Education - Sedibeng West
- Leratong Hospital
- Heidelberg Hospital
- Sebokeng Hospital
- Department of Health - Sedibeng District
- Sterkfontein Hospital
- Magalies Boarding Facility
- Kopanong Hospital
- Department of Health - West Rand District Office
- Carletonville Hospital
- Dr Yusuf Dadoo Hospital
- Department of Sports, Arts, Culture and Recreation – Vereeniging
- Department of Sports, Arts, Culture and Recreation – Toekomsrus Stadium
- Provincial Archives (Department of Sports, Arts, Culture and Recreation) – Kagiso, Krugersdorp

NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session meeting will be held virtually using the Microsoft Teams Platform on the following link https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODUxMjViMDMtOGNjMy00NWUxLTg4NGItNWY4ZjQ2ZDUwNzVm%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22ef1da1cd-4d82-4151-83ab-9c3cf61e3d0b%22%7d

The meeting is scheduled from 11h00 to 12h00 on the 18th of November 2022. The meeting is non-compulsory; however, attendance is highly recommended.



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Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



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Provincial Supply Chain Management

Tax Clearance Requirements

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IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

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



Provincial Supply Chain Management

Financial Statements

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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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1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and documents
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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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

Annexure B



CONTRACT FOR SERVICES: (AS PER TERMS OF REFERENCE)

TENDER NUMBER: _____

BETWEEN

THE GAUTENG PROVINCIAL TREASURY

AND

REGISTRATION NUMBER: _____

WHEREBY IT IS AGREED AS FOLLOWS:

Initials: _____ Department _____ Service Provider _____

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 Department Service Provider

1. DEFINITIONS

In this Agreement, unless the contrary is clearly indicated -

- 1.1 "Agreement" means this document and includes any document that may be attached and incorporated into this document as agreed between the Parties;
- 1.2 "Commencement Date" means _____, notwithstanding Date of Signature;
- 1.3 "Confidential Information" means all information or data of any nature whatsoever which the Receiving Party may obtain from the Disclosing Party including, without limitation, Intellectual Property and regardless of how such information is disclosed to the Receiving Party including, without limitation, orally, visually or by inspecting documentation, electronic data or other matter. The following is not Confidential Information:
- i. information that is known to the Receiving Party prior to the date on which it is disclosed;
 - ii. information that is in the public domain prior to the date on which it is disclosed;
 - iii. information that enters the public domain subsequent to the date on which it is disclosed through no act or omission by the Receiving Party; and
 - iv. information that one Party authorises the other Party in writing to disclose;
- 1.4 "Date of Signature" means the last dated signature of this Agreement;
- 1.5 "Data" means any data, including personal data as defined in the Electronic Communications and Transactions Act of 2002 and/or in the Protection of Personal Information Act of 2013 and any other legislation related to the protection of Data, supplied to the Receiving Party by the Disclosing Party or stored, collected, collated, accessed or processed on behalf of the Disclosing Party by the Receiving Party, if applicable;
- 1.6 "Deliverables" means those Deliverables as set out in the Agreement documents, annexures and terms of reference;
- 1.7 "Department" means the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994;

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 Department Service Provider

- 1.8 “Disclosing Party” means a Party or any person acting on behalf of that Party that discloses or provides Confidential Information to the Receiving Party under this Agreement;
- 1.9 “Good Industry Practice” means using standards, practices, methods and procedures conforming to applicable law and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected of a skilled, and experienced person engaged in a similar type of undertaking under similar circumstances;
- 1.10 “Intellectual Property” means, collectively, patents, trademarks, designs, models, copyright, Know-How, inventions, trade and business secrets, and any other type of intellectual property that is used or held in connection with a Party’s business, regardless of whether such intellectual property is currently used or held or is registered or unregistered. Intellectual Property further includes any other right to apply for the registration, use or protection of same;
- 1.11 “Know-How” means all the ideas, designs, documents, diagrams, information, devices, technical and scientific data, secret and other processes and methods used in connection with a Party’s business, information regarding marketing and promotion of its business, as well as all and any modifications or improvements to any of them which do not constitute entirely new services or products. Know-How that is in the public domain on the Effective Date or which enters the public domain subsequent to the Effective Date through no act or omission by a Party, is excluded from this definition;
- 1.12 “Losses” mean all losses, damage, damages, liabilities, costs, expenses, fines, penalties and claims, and all related costs and expenses. Losses include legal fees on the scale as between attorney and own client, tracing and collection charges, costs of investigation, and interest;
- 1.13 “Parties” mean the parties to this Agreement, and a reference to “Party” is a reference to one of them as determined by the context;
- 1.14 “Products” mean any tangible deliverables that the Service Provider provides to the Department under this Agreement which serves as an integral part of the Services;
- 1.15 “Proposal” means the Service Provider’s response to the Department’s terms of reference in respect of the carrying out of the Services. The GPT has considered and accepted these documents and they are incorporated into and must be read with this Agreement;

Initials:
 Department Service Provider

- 1.16 "Payment Schedule" means the document that stipulates the breakdown of payment to be made in respect of Services, which must be read with this Agreement;
- 1.17 "POPIA" means Protection of Personal Information Act 4 of 2013 and its Regulations;
- 1.18 "Purchase Order" means a purchase order raised by the Department requesting the Service Provider to render Services;
- 1.19 "Receiving Party" means the Party, or any person acting on behalf of that Party, that receives disclosure of any Confidential Information from the Disclosing Party under this Agreement;
- 1.20 "RFP" means the GPT's Request for Proposal Tender number: _____ inclusive of the Terms of Reference, which shall be read together with this Agreement;
- 1.21 "Service"/ "Scope of Service" means the service that the Service Provider must render to the Department as specified in the Terms of Reference;
- 1.22 "Service Provider" means _____ duly incorporated and registered in terms of the law of the Republic of South Africa with registration number _____;
- 1.23 "Staff" means an employee of either Party;
- 1.24 "Term" means a period as fully described in the Terms of Reference;
- 1.25 "Terms of Reference" means the document that formed part of the Request for Proposal that was advertised in respect of the said Service and must be read together with this Agreement. For the avoidance of doubt, all conditions set out therein shall be binding on the Service Provider;
- 1.26 "Trade Marks" means any trademarks (registered and/or unregistered), designs, logos, style names, slogans which a Party owns or has the right to use or any derivative service offerings of, and applications for, any of same; and
- 1.27 "VAT" means value added tax chargeable under the Value Added Tax Act 89 of 1991, as amended.

2. ABBREVIATIONS

GPG – Gauteng Provincial Government

GPT – Gauteng Provincial Treasury

Initials: _____ _____
 Department Service Provider

3. INTERPRETATION

- 3.1 The table of contents in this Agreement is for convenience and reference only and may not be used in the interpretation of this Agreement.
- 3.2 In this Agreement, unless the contrary is clearly indicated -
- 3.2.1 reference to any gender includes the other genders;
- 3.2.2 reference to the singular includes the plural and *vice versa*;
- 3.2.3 reference to natural persons includes legal persons (incorporated or unincorporated) and *vice versa*;
- 3.2.4 any reference to an enactment is to that enactment as at the date of signature of this Agreement and as amended or re-enacted from time to time;
- 3.2.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on a Party then the same effect must be given to it as any other substantive provision in this Agreement notwithstanding that it is in the definition clause or used as a definition in any other clause of this Agreement;
- 3.2.6 any number of days that are prescribed must be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or South African public holiday, in which case the last day is the next day which is not a Saturday, Sunday or South African public holiday;
- 3.2.7 if there is any conflict between figures referred to in numbers and in words then the reference in words must prevail;
- 3.2.8 if any term is defined within the context of any particular clause then the term so defined bears that defined meaning for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in the definition clause, unless it is clear from the clause in question that the defined term applies to that clause only;
- 3.2.9 reference to a day, month or year is construed as a Gregorian calendar day, month or year;

Initials: _____ _____
 Department Service Provider

3.2.10 expiry or termination of this Agreement does not affect any provision of this Agreement that expressly provides for its operation after expiry or termination of this Agreement or which of necessity must continue to have effect after expiry or termination of this Agreement, notwithstanding that the provision itself does not expressly provide for this, including any Purchase Order placed during the Term;

3.2.11 the rule that a contract is interpreted against the party responsible for the drafting or preparation of the contract does not apply; and

3.2.12 if the Service Provider is liquidated or sequestrated then a reference in this Agreement to the Service Provider is also applicable to and binding upon the Service Provider's liquidator or trustee, as the case may be.

4. PREAMBLE

4.1 The Gauteng Provincial Treasury (GPT) has identified the need to procure the services as per Terms of Reference.

5. APPOINTMENT AND ACCEPTANCE

5.1 The Department hereby appoints the Service Provider with effect from the Commencement Date to render the Services and the Service Provider accepts the appointment upon the provisions of this Agreement.

6. COMMENCEMENT AND DURATION

6.1 This Agreement commences on the Commencement Date and endures for the Term.

7. THE SERVICE

7.1 The scope of Services to be provided by the Service Provider in terms of the Agreement is set out in the terms of reference read together with this Agreement and Annexures. The requirements set out in the terms of reference and this Agreement are not exhaustive and may therefore include additional steps to challenges faced to complete the initiative.

7.2 The onus will rest on the Service Provider to keep sufficient records, documentation and information of such variations and changes.

Initials: _____ _____
 Department Service Provider

- 7.3 Performance will be reviewed by the GPT during the Term of this Agreement.
- 7.4 Should performance be below the required standard, the contract will be terminated before the end of the agreed period by the GPT.

8. SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES

The Service Provider undertakes and warrants that:

- 8.1 it has valid title to render the Service;
- 8.2 it will render the Service with due care, skill and expertise;
- 8.3 it will render the Service with promptness and diligence;
- 8.4 it will at all times use adequate numbers of qualified Staff who are appropriately and suitably educated, trained, skilled and experienced to render the Service;
- 8.5 time is of the essence in rendering the Service and shall be adhered to;
- 8.6 the Services will comply, as at the date of rendering, with all applicable legislative and regulatory requirements as well as rulings of any competent authority that has jurisdiction over the Services, including, without limitation, those pertaining to labour, environmental, health and safety and data protection;
- 8.7 whilst rendering the Services it will at all times comply with all industry-related best practices, codes and standards issued or published by any governing body, council or organisation;
- 8.8 whilst rendering the Services it will at all times comply and ensure that its Staff at all times comply with the reasonable general supervision and direction of the Department;
- 8.9 it will devote the necessary time and attention to providing the deliverables, as set out in the terms of reference and not engage in any business or activity that will prevent the Service Provider from providing the Services;

Initials: _____ _____
 Department Service Provider

- 8.10 all actions and commitments agreed upon or pursuant to the project management committee meetings or agreed to, will be strictly adhered to;
- 8.11 it will observe neutrality and objectivity in its views and opinions;
- 8.12 it will provide the Department with any information and reports reasonably requested by the Department in connection with the Services, and which information the Service Provider warrants to be accurate and complete;
- 8.13 it has not and will not participate in any bribery or corrupt act, as defined in the applicable laws; and
- 8.14 it will not (and will procure that its Staff do not) under any circumstances offer, promise or make any gift, payment, loan, reward, inducement, benefit or other advantage to any of the Department's Staff; and
- 8.15 it has not been induced to enter into this Agreement by any prior representations, warranties or guarantees, whether oral or in writing, except as expressly contained in this Agreement.

9. GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES

- 9.1 The Services shall be provided subject to the following undertakings from the Department:
- 9.1.1 The Department shall, subject to Clause 10 hereinbelow, pay the Service Provider for Services rendered. For the avoidance of doubt, the Parties shall, upon award but no later than the Date of Signature of this Agreement, agree to a Payment Schedule which shall include at which stage payments are made. Further, the amounts payable shall be the amounts that are not in dispute by the Parties.
- 9.1.2 The Department shall ensure that the Service Provider has access to the locations and the relevant equipment as reasonably required to affect the Services; and
- 9.1.3 The Department shall ensure that the Service Provider receives the necessary support and cooperation from the Department's employees and/or third party Service Providers as reasonably required to affect the Services.

Initials: _____ _____
 Department Service Provider

10. CHARGES

- 10.1 The total contract amount payable by the GPT to the Service Provider under this Agreement, as per award letter, (VAT included), payment of such as Payment Schedule which shall form part of this Agreement.
- 10.2 The Service Provider must render an invoice to the GPT for Services rendered as per the Payment Schedule.
- 10.3 The Service Provider is committed to ensure stable optimum performance of the services required.
- 10.4 Invoices accurately completed and submitted by the Service Provider and thereafter verified by the Department will be paid within 30 days of receipt of correct invoice.
- 10.5 Except as otherwise expressly provided for in the Agreement, no claim by the Service Provider for any additional payment on any grounds shall be allowed (including without limitation, misunderstanding or misinterpretation in respect of the Agreement) nor shall the Service Provider be released from any risk or obligations imposed on or undertaken by it on such grounds or on the ground that it could not have foreseen any matter which might affect, or have affected its performance in terms of the Agreement.

11. INVOICE AND PAYMENT

- 11.1 The Service Provider shall register for GPG Electronic Invoice Submission and Tracking for invoicing purposes.
- 11.2 The Service Provider shall submit invoices for Services rendered, electronically according to the Payment Schedule.
- 11.3 Unless otherwise specified, all charges for Services and/or Deliverable are inclusive of VAT.
- 11.4 The Department may withhold payment of an amount that is disputed in good faith.
- 11.5 The Department must pay a correct invoice that is due and payable in terms of this Agreement within 30 days of receipt thereof.
- 11.6 The Service Provider will provide invoices accordingly and payment shall be paid to the Service Provider's bank account details provided below:

Initials: _____ _____
 Department Service Provider

Name of Bank:
Branch Name:
Branch Code
Account Number:

- 11.7 The Service Provider must maintain reasonably complete and accurate records of, and supporting documentation for the amounts billed to and payments made by the Department under this Agreement in accordance with generally accepted accounting practices applied on a consistent basis, and shall make these available to the Department or its auditors for review upon written request.

12. PROJECT TEAM

- 12.1 The Parties shall from Commencement Date form a project team, which will be responsible for the management of the Agreement so as to ensure the smooth and satisfactory delivery of the Services by the Service Provider to the GPT.

- 12.2 The Project team will be agreed to by Parties.

- 12.3 The functions of the project team shall be as follows:

- 12.3.1 to facilitate communication between the Parties;
- 12.3.2 to review the progress on the implementation of the Agreement;
- 12.3.3 to manage and resolve potential disputes;
- 12.3.4 to monitor and maintain alignment with departmental policy and strategy;
- 12.3.5 to achieve Agreement objectives within agreed scope, time, cost and quality;
- 12.3.6 to provide advice and consent on scope Variation;
- 12.3.7 to facilitate all necessary departmental approvals; and
- 12.3.8 to provide feedback to relevant stakeholders.

13. PERFORMANCE MANAGEMENT

- 13.1 The rendering of the Services is subject to on-going monitoring and review as per clause 7.4.
- 13.2 The Service Provider undertakes to attend and participate in meetings that the Department shall reasonably require from time to time.

Initials: _____ _____
 Department Service Provider

14. DATA PROTECTION

14.1 The Parties specifically record that all Data provided by the GPG to the Service Provider and/or its employees or any other person appointed by the Service Provider for this Services in this Agreement, or to which the Servicer Provider or its employees, may be exposed shall constitute Confidential Information and where applicable, intellectual property belonging to the GPG.

14.2 The Service Provider hereby warrants:

14.2.1 in favour of the GPG that it and/or its employees appointed for the Services of this Agreement, shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of any of the GPG's Data protection policies and procedures which may be in force from time to time;

14.2.2 and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with, or in any other manner use the GPG's Data for any purpose other than with the express prior written consent of the GPT;

14.2.3 that it shall immediately inform the GPT should any Data of the GPG to which it has access to be compromised in any manner or form. The Service Provider further undertakes to also immediately inform the GPT as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of the GPT;

14.2.4 that it shall ensure that all its systems and operation which it uses to provide the Services, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, altered or deleted, or otherwise used as part of providing the Services, shall at all times be of high standards required by law and be of a standard no less than the standards which are utilized by Service Provided for protection, control and use of its Data.

14.3 The GPT may at any time:

14.3.1 access the information the Service Provider has about the GPG and may request the Service Provider to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully, or no longer authorized to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of the GPG's information;

Initials: _____ _____
 Department Service Provider

14.3.2 withdraw consent to allowing the Service Provider to process the GPG's Data, except as otherwise allowed, or required by law.

14.4 The Service Provider herein expressly consents to the GPG processing of any/all personal information (as defined in POPIA) relating to the Service Provider in the course of managing this Service and/or all ancillary matters connected hereto.

14.5 The Service Provider's obligations under this clause will survive the termination of this Agreement for any reason.

15. CONFIDENTIALITY

The Parties agree that this confidentiality clause survives the termination or expiry of this Agreement and the Receiving Party undertakes:

15.1 to treat as strictly confidential all Confidential Information;

15.2 not to use Confidential Information for any purpose other than the performance of its obligations in under this Agreement;

15.3 not to disclose Confidential Information to any person whomsoever other than its Staff and then only on a need-to-know basis;

15.4 to ensure that its Staff are made aware of the confidential nature of the Confidential Information prior to revealing any Confidential Information to any of its Staff;

15.5 to ensure that its Staff observe and comply with their obligations in respect of Confidential Information, whether or not they are still part of its Staff;

15.6 to use the same standard of care (which may not be less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information; and

15.7 to return to the Disclosing Party at any time upon request or upon termination or expiry of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party.

Initials: _____ _____
 Department Service Provider

16. AUDIT RIGHTS

- 16.1 This Agreement is subject to the provisions of the regulating framework.
- 16.2 The Department, acting through its duly authorised representatives (including without limitation, its external auditors) is entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting documentation related to the rendering of the Services and to the Service charges and to make copies of such books, records, and supporting documentation for audit purposes.
- 16.3 If the Department exercises its rights under this clause then it must do so at its own cost and on reasonable prior notice to the Service Provider.
- 16.4 The Department must disclose to the Service Provider any adverse findings pertaining to the Service Provider that emanates from the exercise of the Department's rights under this clause.

17. INTELLECTUAL PROPERTY

- 17.1 Any Intellectual Property rights that the Service Provider prepares, creates or authors for the Department under this Agreement in any media or format and whether that is done by the Service Provider alone or by the Service Provider in conjunction with any third party of the Service Provider or the Department, belongs exclusively and in totality to the Department and the Service Provider hereby cedes all right, title and interest in and to any such Intellectual Property rights to the Department. The Service Provider must ensure that any third party that the Service Provider may appoint in relation to the execution of its obligations under this Agreement agrees to the provisions of this clause.
- 17.2 Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.
- 17.3 Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:
- 17.3.1 amount to a disclosure of Confidential Information in breach of this Agreement; or
 - 17.3.2 infringe the Intellectual Property rights of the other Party;

Initials: _____ _____
 Department Service Provider

- 17.4 A Party may only use the other Party's Intellectual Property if the latter specifically authorises such use in writing and then only to the extent so authorised.

18. GENERAL INDEMNITY

The Service Provider hereby indemnifies and holds the Department and its officers, directors, Staff, successors, and assigns (in whose favour this constitutes a *stipulatio alteri*), harmless from Losses arising directly out of:

- 18.1 any claim or action arising from the Service Provider's breach of or failure to observe or perform any of its duties or obligations under this Agreement;
- 18.2 any claim or action arising from the Service Provider's breach of any warranty under this Agreement;
- 18.3 any claim or action arising from the Service Provider's breach of any obligation pertaining to Confidential Information;
- 18.4 the death or bodily injury of any of the Department's Staff, Service Providers, clients, visitors, or other affected persons caused by the Service Provider;
- 18.5 the damage, loss or destruction of any real, tangible or intangible personal property of any of the Department's Staff, Service Providers, clients, visitors, learners or other affected persons caused by the Service Provider;
- 18.6 any claim or action arising from the Service Provider's breach of any obligation pertaining to Data Protection in terms of this Agreement and/or any law; and/or
- 18.7 any claim, demand, charge, action, cause of action, or other proceeding instituted by any of the Department's Staff, Service Providers, clients, visitors, or other affects persons against the Service Provider but resulting from an act or omission of the Service Provider in its capacity as an employer of a person.

19. LIMITATION OF LIABILITY

- 19.1 Limitation of the Service Provider's liability does not apply to –

- 19.1.1 Losses arising directly or indirectly out of or in connection with criminal conduct, negligence and/or misconduct on the part of the Service Provider;

Initials: _____ _____
 Department Service Provider

- 19.1.2 any claim, demand, charge, action, cause of action, or other proceeding brought by a third person against the GPG based on the infringement of any Intellectual Property.

20. EVENTS OF DEFAULT

Notwithstanding anything seemingly to the contrary in this Agreement, the Department is entitled but not obliged, to terminate this Agreement at any time by giving the Service Provider notice to that effect, if the Service Provider -

- 20.1 commits an act which is or would (if committed by a natural person) be an act of insolvency;
- 20.2 allows any judgment against it to remain unsatisfied for a period of 30 (thirty) days, unless it takes steps to rescind or appeal against such judgment within such 30 (thirty) day period (or, if it did not become aware of such judgment within such 30 (thirty) day period, then within 30 (thirty) days after the date on which it became aware of such judgment) and successfully prosecutes such rescission or appeal to a timeous conclusion but in any event within 45 (forty-five) days after the date on which it became aware of the judgment;
- 20.3 compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;
- 20.4 being a juristic person, is provisionally or finally liquidated, undergoes business rescue proceedings, has/d a change of ownership and/or BBBEE rating/status, are removed from the register of companies, placed under judicial management (whether provisionally or finally), takes any steps for its voluntary winding up, or undergoes a change of control;
- 20.5 disposes of all or a material portion of its assets or business or ceases (including, without limitation where there is a reasonable prospect of cessation) to conduct its business except to the extent that such disposal or cessation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;
- 20.6 encumbers or hypothecates in any manner whatsoever a material portion of its assets except to the extent that such encumbrance or hypothecation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;

Initials: _____ Department _____ Service Provider

- 20.7 has given any representation or warranty in terms of this Agreement and it proves to be incorrect in any material manner or respect whatsoever;
- 20.8 engages or is found to have engaged in any dishonest, corrupt or fraudulent practice in competing for or in the execution of its obligations under this Agreement;
- 20.9 contravenes provisions relating to the Service and/or quality thereof;
- 20.10 fails to render Services as agreed; and/or
- 20.11 contravenes the provisions of this Agreement pertaining to cession and assignment.

21. BREACH

If a Party breaches this Agreement and fails to remedy such breach within 10 (ten) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim Losses.

22. PENALTY

In the event that the Service Provider due to its negligence or for reasons within its control, does not perform satisfactorily the services due to the Department in terms of this contract, the Department shall without prejudice to other remedies it has under this contract, be entitled to levy a penalty of 2% of the total amount payable to the Service Provider for every working day or part thereof which shall pass between the end of the period specified for the performance and the actual date of completion. The penalty shall be deducted from the amount payable to the Service Provider.

23. DISPUTE RESOLUTION AND ARBITRATION

- 23.1 Should any difference or dispute, except breach of an obligation in terms of this contract arise at any time between the parties, duly authorized representatives of each Party shall meet within 14 (fourteen) working days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.
- 23.2 The Parties will, pending resolution of the dispute, continue to fulfil all other obligations under this Agreement that are not in dispute.

Initials: _____ _____
 Department Service Provider

- 23.3 If the dispute is incapable of amicable resolution then either Party shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965, such arbitration shall be held in Johannesburg in the English language.
- 23.4 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement within 10 (ten) days either Party shall be entitled to request AFSA to make the appointment and, in making such appointment, to have regard to the nature of the dispute.
- 23.5 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 but shall not be obliged to follow the procedures prescribed in that Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

24. NON-SOLICITATION

The Service Provider shall not without the prior written consent of the Department, either during or within 24 (twenty-four) months after termination or expiry of this Agreement, directly or indirectly solicit for employment, any person who within the duration of this Agreement, was a member of the Department's Staff and who was directly involved with any activity relating to this Agreement.

25. CESSION AND ASSIGNMENT

- 25.1 The Service Provider shall not be entitled to cede or assign any of its rights and obligations in terms of this Agreement to any third party.
- 25.2 Notwithstanding the above, the Service Provider may cede its obligation to receive payment in terms of this Agreement to a third party. Notwithstanding the aforesaid, the Service Provider shall remain liable for the rendering of the Service in terms of this Agreement.
- 25.3 The Department shall implement payment of in terms of a cession within 60 days from the date of receipt of all necessary documentation.

26. PUBLICITY

The Service Provider agrees that neither it nor any of its Staff shall make or issue, directly or indirectly, any formal or informal, public or private announcement, advertisement or statement for any commercial purpose in connection with the name of the Department or this Agreement or the negotiations leading up to it, without the express prior written consent of the Department, which consent must be obtained both in relation to the fact of the announcement, advertisement or statement, as well as to its contents, which consent shall not be unreasonably withheld or delayed.

27. FORCE MAJEURE

27.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations under this Agreement, then this Agreement or the affected portion thereof is suspended for the period during which the Interrupting Circumstances prevail. If the Interrupting Circumstances prevail for a period of more than 10 (ten) days then the affected Party is entitled to cancel this Agreement on 5 (five) days' written notice to the other Party.

27.2 The Party relying on the Interrupting Circumstances (on whom the onus rests) must –

27.2.1 give notice specifying the nature and date of commencement of the Interrupting Circumstances to the other Party as soon as reasonably possible after the commencement thereof; and

27.2.2 give notice of the cessation of the Interrupting Circumstances within 2 (two) days after such cessation.

27.3 No Party is obliged to comply with obligations that are suspended during the period that the Interrupting Circumstances prevail.

27.4 The Party whose performance is interrupted by the Interrupting Circumstances is entitled to extend the Term by a period equal to the time that its performance is so interrupted, provided that such Party gives notice to that effect as provided above.

27.5 In this Agreement, *vis major* and *force majeure* -

27.5.1 include acts or omissions of any government or similar authority, any law or regulatory provision having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, prohibition of exports, rationing of supplies, flood, storm, fire, epidemics or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable control of the Party claiming *force majeure* or *vis major* and comprehended in the terms *force majeure* or *vis major*, provided that labour disputes (including, without limitation, strikes, go-slows or lockouts) are not included as events *vis major* or *force majeure* except to the extent that any such labour disputes delaying or preventing the affected Party's performance take place in the Republic of South Africa and are countrywide and industry-wide; but

27.5.2 exclude any lack of authorisation, licence, permit or approval necessary for the performance of an obligation under this Agreement.

Initials: _____ _____
 Department Service Provider

28. DOMICILIA CITANDI ET EXECUTANDI

28.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:

28.1.1 Department:

Physical: Imbumba House
75 Fox Street
Johannesburg

Postal: Private Bag X12
Marshalltown
2107

For attention: The Head: Gauteng Provincial Treasury

28.1.2 Service Provider:

Physical:

Postal:

For attention:

28.2 Either Party may by notice to the other Party change the physical or postal address chosen as its *domicilium citandi et executandi* to another physical or postal address in the Republic of South Africa, provided that the change becomes effective on the 14th (fourteenth) working day from the deemed receipt of the notice by the other Party.

29. NOTICE

29.1 Any notice or communication required or permitted to be given in terms of this Agreement is valid and effective only if in writing.

29.2 A notice delivered by hand to a Party during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* is deemed to have been received on the day of delivery.

Initials: _____ Department _____ Service Provider _____

- 29.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party is adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

30. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with the law of the Republic of South Africa.

31. RELATIONSHIP OF THE PARTIES

The Parties' relationship is that of independent contracting Parties and is governed by this Agreement. Nothing in this Agreement is intended, nor may be interpreted or deemed to constitute any Party to be a partner, employee, agent or representative of the other Party. It is not the intention of the Parties to create, nor may this Agreement be construed to create any commercial or other partnership. No Party may act for or assume any obligation or responsibility on behalf of the other Party without the latter's prior written consent. No Party may hold itself out as a partner of the other Party.

32. SEVERABILITY

Any provision in this Agreement which is illegal, invalid or unenforceable is ineffective to the extent of such prohibition or unenforceability and must be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement.

33. ASSURANCE THAT THIS AGREEMENT IS BINDING

- 33.1 The Parties warrant to each other that they have taken or caused to be taken all steps, actions and corporate proceedings necessary to cause this Agreement to be binding on themselves.
- 33.2 A Party must, if requested by the other Party, furnish to the latter sufficient evidence of the authority of a person who takes any action or executes any documents under this Agreement on behalf of the Party so requested.

Initials: _____ _____
 Department Service Provider

34. GENERAL

- 34.1 This Agreement constitutes the whole agreement between the Parties.
- 34.2 No amendment, consensual cancellation of this Agreement or settlement of any dispute arising under this Agreement, is binding unless recorded in a written document that clearly specifies the intention to amend, cancel or settle and signed by a duly authorised representative of each Party.
- 34.3 No extension of time, waiver, relaxation, suspension of or discharge from any provision of this Agreement is binding unless recorded in a written document that clearly specifies the intention to extend, waive, relax, suspend or discharge and signed by the Party granting such extension, waiver, relaxation, suspension or discharge. Any extension, waiver, relaxation, suspension or discharge must be construed as relating strictly to the matter in respect whereof it was given.
- 34.4 An extension of time, waiver, relaxation or suspension of any provision of this Agreement does not operate as an estoppel against any Party in respect of its rights under this Agreement, nor does it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 34.5 The Service Provider's Broad-based Black Economic Empowerment (BBBEE) status will be monitored on a bi-annual basis and should it be found to be unsatisfactory, the Service Provider must rectify its BBBEE status within a reasonable period, failing which this Agreement may be terminated.
- 34.6 Each Party must pay its own cost pertaining to the negotiation, drafting and execution of this Agreement.

Initials: _____ _____
 Department Service Provider

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2021

FOR AND BEHALF OF:

THE SERVICE PROVIDER_____
(NAME AND SURNAME)_____
(ID NUMBER)_____
(DESIGNATION)_____
(SIGNATURE)

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2021

FOR AND BEHALF OF:

THE DEPARTMENT_____
(NAME AND SURNAME)_____
(PERSAL NUMBER)_____
(DESIGNATION)_____
(SIGNATURE)

Initials:

Department_____
Service Provider