



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

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									



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

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	
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- 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.

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

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

- 2.2.1 If so, furnish particulars:

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- 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:

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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)

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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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	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	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-

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
	<p style="font-size: 1.2em; margin: 0;">Special Conditions</p>
<p style="font-size: 1.2em; margin: 0;">Page 3 of 3</p>	

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.

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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 DEPARTMENT OF AGRICULTURE
AND RURAL DEVELOPMENT**

TERMS OF REFERENCE

**REVIEW OF THE 2017 GAUTENG PROVINCE
ENVIRONMENT OUTLOOK REPORT FOR A PERIOD OF 18
MONTHS**

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REVIEW OF THE 2017 GAUTENG PROVINCE ENVIRONMENT OUTLOOK REPORT FOR A PERIOD OF 18 MONTHS

1. PURPOSE

The purpose of this request for proposals is to appoint an independent, professional and suitably qualified service provider to support the Gauteng Department of Agriculture and Rural Development (the GDARD), with the production of the next Gauteng Province Environment Outlook Report (GPEOR), which includes a review of the 2017 Gauteng Province Environment Outlook Report and environmental indicators to ensure that future environmental decisions are made, based on the best information available.

The GDARD seeks to get a better understanding of the environmental *status quo*, and of how anthropogenic activities impact on the environment over time. This will be done through the proxy indicators tracked to monitor environmental resources quality and quantity. An Environment Outlook Report can be described as a comprehensive and impartial assessment report that illustrates a picture of the current condition and trends in the environment in the country, a province or a municipal area. It provides an “environmental accounting and forecast” for the environment at a time for a specific area.

The report is compiled to present information to the public about the condition and quality of the environment we live in, how it may change, and to inform them about what is being done to improve the environment. Decision-makers will use the information presented to assist with reporting on environmentally sustainable development.

The National Environmental Management Act No.107 of 1998 (“the NEMA”) describes “environment” as the surroundings within which humans exist that are made up of:

- (i) the land, water and atmosphere of the earth;
- (ii) micro-organisms, plant and animal life;
- (iii) any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) the physical, chemical, aesthetic and cultural properties and conditions that influence human health and well-being.

2. OBJECTIVES OF THE ENVIRONMENT OUTLOOK REPORT

The main objectives of the Environment Outlook Report are—

- (a) To provide objective, accurate and scientifically credible information about the condition and prospects of the environment.
- (b) To increase stakeholder awareness and understanding of trends and state of the environment, and their causes and consequences.
- (c) To facilitate the measurement of progress toward achieving environmental standards and targets.
- (d) To provide early warnings in terms of environmental degradation.
- (e) To make recommendations and influence the strengthening of environmental policies and programmes aimed at the remediation of environmental degradation.
and
- (f) To provide a foundation for improved decision-making at all levels.

It is anticipated that the Gauteng Province Environment Outlook Report will be a useful, informative and value adding document to government officials at all levels, environmental management practitioners, scientists, educational institutions, industry stakeholders and the public.

This Terms of Reference seeks to set requirements for the outsourcing of work relating to the data collection, interpretation, compilation and presentation of a Gauteng Province Environment Outlook Report.

3. BACKGROUND

3.1. The GDARD has initiated a project to review the Gauteng Province Environment Outlook Report of 2017.

The Gauteng Environment Outlook Report will be presented in the following ways:

- A. Hard copy reports.
- B. A database of environmental data (grouped by theme) showing changes in environmental indicators (data) over time.
- C. Geographic Information Systems (GIS) shapefiles of the data showing the spatial form of the changes in the environmental indicators over time (produced as per the minimum GDARD standards).

Items A to C above are to be outsourced to the successful service provider. This will be including the overall project management, data collection, analysis and collation, drafting of the Gauteng Province Environment Outlook Report chapters, production and printing of the report and public participation. The GDARD's representatives will provide support and participate per skills transfer plan.

The Gauteng Province Environment Outlook Report will be gazetted in the *Provincial Gazette* upon completion. Marketing and promotion of the Report will be the responsibility of the GDARD.

3.2. GDARD is seeking to appoint an independent, professional, and suitably qualified service provider with the relevant competencies and expertise to update, revise and focus on the following themes or aspects of environment in Gauteng. The Report must include, but not be limited to the following themes or aspects, each of these themes or aspects must be dealt with in a separate chapter:

- A. Environmental Governance.
- B. Water Quality and Quantity.
- C. Acid Mine Drainage.
- D. Air Quality.
- E. Climate Change (Adaptation and Mitigation).
- F. Land (Transformation and Management).
- G. Biodiversity and Ecosystem Health.
- H. Waste Management.
- I. Sustainable Development.
- J. Social Environment (with an emphasis on how socio-economic factors drive positive and negative environmental change).
- K. Energy (just transition to an environmentally sustainable energy mix).
- L. Synthesis of Primary Environmental Interconnections, Interactions and Policy Implications.

The Gauteng Province Environment Outlook Report must align with and consider the objectives of the National Development Plan (NDP) 2030, as contained in Chapter 5 of the NDP. This Chapter is dedicated to Environmental Sustainability which promotes the use of South Africa's rich endowments to fund transition to low carbon economy, build resilience to climate change, and create consumer awareness to drive behavioural change.

The Gauteng Province Environment Outlook Report should demonstrate but not limited to how Gauteng is progressing or regressing towards:

- Protecting and enhancing our environmental assets and natural resources.
- Management of carbon emissions and the implementation of mitigation and adaptation opportunities.
- Driving consumer awareness towards a zero-waste society.
- Promotion of sustainable “green” products and services for the creation of jobs and diversifying the economy.
- Supporting the development of the renewable energy sector.
- Greening the provincial transport system and the broader infrastructure required to support economic growth.

In addition to the above, the Report must also:

- Include a section covering contemporary environmental issues that are of priority to the province which are not covered on the list of themes or aspects as outlined above.
- Cover the provincial priorities in line with Chapter 4 (4.7 - Sustainable Development for Future Generations) of the Growing Gauteng Together Plan of Action (GGT2030).
- Show the linkages between the different themes or aspects.
- Identify the data and information (as well as its temporal and spatial scale) used in determining the condition and trends in the environment and how these were used (analysed) to determine issues of import.
- Identify the data and information gaps, report upon those gaps, and clearly indicate how those gaps may be addressed.
- Build on previous information and on-going assessment work carried out by GDARD and others.

4. LINKAGES TO GOVERNMENT PRIORITIES AND STRATEGIES

4.1. Provincial Strategic Priorities

This Project is directly linked to the following:

- **Gauteng Employment Growth and Development Strategy**

The understanding of the current Gauteng State of the Environment will enable us to pre-empt how the state of environment will look like in future and propose mitigation measures. The information gathered from the Outlook Report will assist in ensuring that the Gauteng Province’s drive towards transformation, modernization and re-industrialization is

implemented in a manner that promotes environmental protection and sustainable development. This process will have a strong linkage to the Gauteng Spatial Development Framework (GSDF) 2030 in aligning the province's priorities in environmental and developmental considerations.

- **Gauteng Conservation Plan (C-Plan)**

The Gauteng Province Environment Outlook Report will promote the effective protection of sensitive environments through increased focus on environmentally compatible land uses.

- **Gauteng City Region Over-arching Climate Change Response Strategy and Action Plan**

The Gauteng Province Environment Outlook Report will outline the use of resources to Climate Change Response Strategies in line with the Gauteng Province's priorities, considering the municipalities' initiatives in Climate Adaptation and Mitigation measures.

4.2. The Growing Gauteng Together 2030 Plan of Action (GGT2030)

The Report considers that Gauteng is a highly urbanised province, which means that our environmental assets are threatened by various factors, such as stated in the GGT 2030:

- Water scarcity.
- Poor water quality.
- Poor air quality.
- Poor environmental management (e.g., in respect of unsustainable land transformation, waste and mining practices).
- An ongoing loss of biodiversity because of Gauteng's sprawling settlements, and densification has resulted in the reduction of much-needed green vegetation.
- Gauteng's wetlands are also experiencing dramatic degradation.

Adding to these challenges is the fact that the green spaces that exist in the province are also inequitably distributed. Poorer communities simply do not have the same level of access to these environmental resources as the wealthier suburbs. Of course, population growth and urbanisation are still the biggest threat to our natural assets:

- Poor air quality affects all households particularly those without access to electricity. The burning of fossil fuels also impacts on long-term health and ultimately reduces the Quality of Life for people living in these households.

- Waste management is also a significant challenge in Gauteng. It is estimated that only 10% of general waste in South Africa is currently being recycled.
- Due to the population growth, extended periods of drought and high wastage, Gauteng is also a water-stressed province. With a daily per capita water usage of 235 litres, this needs to be reduced in the interest of sustainability (Muller et al., 2019).
- Economic activity has also impacted on air quality, with Gauteng's industrial sector acknowledged as being responsible for much of South Africa's greenhouse gas (GHG) emissions (GPG, 2010:3) – although these role-players are seldom held to account in addressing the consequences of their activities.
- In addition, Gauteng's (and South Africa's) reliance on non-renewable resources of energy impacts negatively on the environment (GPG, 2010:4) (Growing Gauteng Together, 2030 (GGT2030)).

4.3. Linkages to other Provincial/ National Policies

- National Development Plan.
- National Biodiversity Strategy and Action Plan.
- National Strategy for Sustainable Development.
- New Growth Path (NGP).
- Medium Term Strategic Framework.
- Growing Gauteng Together 2030 Plan.
- Gauteng Provincial Environmental Management Framework.
- Gauteng Environmental Implementation Plan.
- Gauteng Spatial Development Framework.
- Gauteng Integrated Waste Management Policy.
- Gauteng Air Quality Management Plan.
- Gauteng Energy Security Strategy.
- Gauteng City Region Economic Development Plan.
- Social Development Strategy.
- Gauteng City Region Over-Arching Climate Change Response Strategy and Action Plan.

5. GAUTENG PROVINCE ENVIRONMENT OUTLOOK REPORTING APPROACH AND SCOPE OF WORK

The structure must be aligned to Section 16A of the NEMA, including the procedure for compiling the Report, the format, and the content of the Report.

5.1 Environment Outlook Reporting Approach

The Planning and Conceptualisation Phase should precede the reporting process and should cover, but not be limited to the following:

- (a) Clear objectives of the process of compiling the Report must be outlined.
- (b) An Inception Report must be compiled for approval by the MEC responsible for environmental affairs.
- (c) The Inception Report must contain the methodological approach for the consultation process with the relevant stakeholders identified.
- (d) The approved Inception Report must be implemented in order to ensure that the process of compiling the Report is focused and the final product is as envisaged.
- (e) The Inception Report must follow the format/table of contents attached as **Annexure A** as determined by the GDARD.

5.2 Content of the Report

The Report must contain scientifically credible information that seeks to answer the following critical questions:

- (a) What is happening in the environment?
 - What are the environmental conditions and trends?
- (b) Why is it happening?
 - What are the human and natural causes (drivers) of these changes?
- (c) What will happen if we do not act now?
- (d) What are the opportunities and constraints?
 - What are, or can we do about it?
 - What are the implications of society's response?

The Report must include, but not be limited to the themes or aspects mentioned in Clause 3.2 under "Background".

The Report must present the work done in the province to align and comply with the requirements of the United Nations Sustainable Development Goals (SDGs):

- The content of the Report must build on previous and on-going assessment work carried out in keeping the environment under review.
- Every report must consider, and contain relevant information of the annual report, on the set of indicators for natural resources developed by the Minister responsible for the environmental affairs, as contemplated in Chapter 5 of the NDP.
- The MEC responsible for environmental affairs, may decide on the themes or aspects to report upon, based on the priority list of the themes or aspects for the MEC responsible for environmental affairs, during the particular reporting period.
- The MEC responsible for environmental affairs may include in the Report, a section covering contemporary issues that are priority but not covered by the list of themes or aspects contained in Clause 3.2 under “Background”.
- The Report must depict the predictive national trends and analyses, how those trends affect the Gauteng province, as well as the response plan or approach to mitigate the impact.

5.3 Information Assembly and Organisation Phase

This must identify environmental issues to be covered in the Report and outline the manner in which those issues will be presented. The stakeholders identified must be part of this phase – assist in confirming environmental issues identified.

The key environmental issues in the Report must be compiled and prepared according to Driver, Pressure, State, Impact, Response (DPSIR) Reporting Framework in order to ensure uniformity and convergence to the structure and the content of the Report:

In this paragraph, unless the context indicates otherwise: —

“**driver**” means primary agents driving change in the environment; the underlying socio-economic; and political agents of change that determine where and how natural resources are consumed.

“**pressure**” means activities and processes that act on the environment and directly cause environmental change.

“**state**” means the actual condition of the environment resulting from the pressures.

“**impact**” means consequences of the good or bad state of elements of the environment for sustainability, specifically on humans, the economy, ecosystems, as well as other environmental systems.

“**response**” means societal actions taken collectively or individually to ease or prevent negative environmental impacts, correct damage or conserve natural resources.

5.4 Manuscript Consolidation Phase

This phase must include different specialist teams (internal, external or both) to support the compilation of the comprehensive Environment Outlook Report.

The following groups of experts are to be involved during this phase:

- **Environmental specialist team** – to provide the content of the chapters of the Report.
- **Environmental specialist peer reviewers** – to review each specialist chapters from a technical perspective to ensure quality and accuracy of the specialist chapters.
- **Policy and decision makers, and the public** – to ensure relevance and appropriateness of the issues to be reported upon.
- **Scientists and other knowledge holders** – to ensure credibility and objectivity; and
- **Various interest groups** – to ensure acceptance and wider use of the results or final product.

5.5 Headings of Main Chapters

Introduction

- This chapter will present a brief introduction outlining the context for the key issues in the Province and their importance. It will also paint a picture of the previous state of environment and how far the Province has progressed, if at all, since the last Environment Outlook Report.

DPSIR Categories

- These are described in the **Information Assembly and Organisation Phase** clause above.

Indicators

- The DPSIR categories must be reported, as far as possible, using carefully selected indicators.
- The data on the indicators should be detailed describing how the data is collected, collated, analysed and interpreted.

Data

- The source, accuracy, limitation and any other relevant attributes of the data must be detailed to enable an objective assessment of the indicator state or trends.

Linkages

- This section must indicate linkages to related issues in other chapters and any cross-references with other driving forces, pressures, impacts and responses. This is intended to make the Report as integrated as possible, to facilitate practical decision-making and to enhance a holistic understanding of environmental issues in Gauteng.

Indicator Improvement

- The current situation with respect to data availability and quality should be reported. For example, if critical data sets are unavailable or inaccurate or out of date, this should be noted in this chapter.
- This chapter should also highlight the need for improvement of the indicator (if relevant) and propose how this could be done.

Conclusions

- Each chapter must **conclude with a summary of the main points and recommendations for the way forward**. This may include mitigation actions, further research, progress towards sustainability goals etc.
- This section should also highlight assumptions in the findings and how these might weigh on the conclusions reached.

Concluding Chapters

- The report must identify the data and information gaps, report upon those gaps, and clearly indicate the time period of the data used in the Report.
- The proposed **Options for Action** contained in the Report must be translated and form the basis of the environmental management plans and environmental implementation plans of the Province and must be submitted to the MEC responsible for environmental affairs in accordance with Chapter 3 of the NEMA.
- The progress made in terms of the implementation of the proposed **Options for Action** shall be tracked through annual reports submitted to the MEC responsible for environmental affairs by every organ of state in relation to the adopted environmental management plans and environmental implementation plans.
- The **Options for Action** must also propose the necessary/requisite changes in policy directives and mandates.

6. REFERENCES

All sources of information must be acknowledged in the text and referenced in full in the reference section of each chapter. Raw data that is used to develop graphs, tables and content in the Report should be provided to the GDARD in a Universal Serial Bus (USB) for ease of reference and information for GDARD officials.

7. LITERATURE REVIEW

7.1 Generic Environmental Legislation and Policy Documents

7.1.1 The literature review should include, but not be limited to:

- The Constitution of the Republic of South Africa, 1996, in particular sections 24 and 104 as well as Schedules 4 and 5 to the Constitution.
- The NEMA, especially Sections 2, 23 and 24, as amended.
- The National Environmental Management: Protected Areas Act 57 of 2003, especially section 28.
- The National Environmental Management: Biodiversity Act 10 of 2004.
- National Water Act 36 of 1998.
- The previous Gauteng State of Environment Reports published in 2004, 2011 and 2017.
- The Gauteng Environmental Sustainability Reports 2018, 2019, 2020 and 2021.
- Provincial, National and Local air quality intervention strategies.
- The Spatial Planning and Land Use Management Act 16 of 2013.

7.1.2 Relevant clauses from each of the above should be highlighted and implications of each relevant clause need to be explained.

7.2 Provincial and Municipal Documentation/Studies

- The current Integrated Development Plans for all the Provincial municipalities.
- Spatial Development Frameworks for each of the relevant municipalities.
- The Gauteng Spatial Development Framework.
- GDARD's Gauteng Conservation Plan.
- Gauteng Provincial Environmental Management Framework, 2021, including its Geographic Information System data.

- National Spatial Biodiversity Assessment 2018: Priorities for Biodiversity Conservation in South Africa.
 - The GDARD's Gauteng Agricultural Potential Atlas, Version 5.
 - Gauteng Economic Growth and Development Strategy.
 - Gauteng Provincial Environmental Management Framework, 2021.
 - Gauteng Environmental Implementation Plan 2020-2025.
 - Gauteng Integrated Waste Management Policy.
 - Gauteng Air Quality Management Plan.
 - The most recent National Census Survey data.
 - Water quality monitoring reports: Blue Drop Reports and Green Drop Reports.
 - Promoting Sustainable (Green) Transport in Gauteng.
 - The Department of Energy's Programme 6: Clean Energy.
 - The Gauteng City Region Observatory quality of life surveys from 2018 onwards.
- Any other policies and strategies that are of provincial of significance and priority.

7.3. Duties of the Service Provider

7.3.1 The Service Provider must:

- Constitute stakeholder groupings and provide them with a discussion document to discuss the proposals, solicit comments, and address concerns where necessary (the list of the groupings provided below is not comprehensive; the successful bidder can expand the list to make the engagement wider and inclusive).
- Source venues to conduct eight workshops for discussion and to solicit comments for the duration of the Project (with regards to these workshops, the Service Provider will be responsible to coordinate meetings and share venue details with the targeted stakeholders); and
- Group the eight workshops as follows:
 - Workshop/s with National and Provincial Sector Departments.
 - Workshop/s with Academia, relevant Non-Governmental Organisations, as well as Organised Labour; and
 - Workshop/s with the Industry including relevant parastatals and strategic organisations such as the Council for Scientific and Industrial Research (CSIR), StatsSA, the SA Weather Services, South African National Botanical Institute etc.

7.3.2 The suggested stakeholder list is as follows, though not exhaustive:

- Relevant GDARD Directorates.
- Provincial and National Sector Departments operating in Gauteng.

- Gauteng Municipalities and South African Local Government Association.
- Non-Governmental Organisations and Community Based Organisations dealing with environmental matters.
- Environmental Practitioners.
- Academia.
- Organised Labour.
- Industry, including organisations such as Chemical and Allied Industry Association, South African Property Owners Association, Eskom, Telkom, etc.

8. GENERAL FORMATTING GUIDELINES

8.1 Use of Language

All text must be in English (United Kingdom standard) and spell-checked before submission. The Report must be presented in a concise and understandable manner that avoids highly technical language. In addition, the formulation of the different sections of the Report (especially conclusions) must be such that non-specialists can easily grasp the message.

8.2 General Layout

Wherever possible, visual representation of data must be used instead of long written text in order that the Report may be a highly readable document for the very wide target audience identified.

8.3 Formatting

Text must be formatted using Arial 11 point, fully justified and single spaced. It must be noted that underlining of text is prohibited.

8.4 Electronic Version Formatting

The electronic version must be provided with hyperlinks between linked indicators in different sections of the Report, allowing the reader to cross reference issues. This is related to how indicators are linked to each other.

8.5 Spatial / Data Compatibility

All maps and datasets should be in shapefile format or database (for simple datasets excel) format as required. Spatial and other datasets must have metadata that describes the data therein, its currency, accuracy, and any assumptions and limitations in the data. Spatial data

must have comprehensive metadata, including data custodians and date of data (full compatibility instructions will be communicated to the successful service provider).

8.6 General

Reports are to be bound with an approved GDARD Corporate Identity Compliant cover page designed for the Project. All reports, data and GIS information developed for this Project are the property of the GDARD and are to be used or distributed only with the permission of the GDARD. All data from external custodians should have no restrictions on use, or the relevant permissions to use data must be acquired from the custodians. No presentations of the reports may be made without the prior permission of the GDARD.

9. PROJECT MANAGEMENT

9.1 Inception Meeting

After appointment, the Service Provider will meet with the relevant GDARD officials to:

- 9.1.1 Establish a Project Steering Committee.
- 9.1.2 Confirm the understanding of scope of the Project.
- 9.1.3 Agree on time frames and deliverables.
- 9.1.4 Agree on the roles and responsibilities within the Project Steering Committee.
- 9.1.5 Agree on stakeholder groupings to be included in the consultation process.

9.2 The Project Management Team

9.2.1 The Project Management Team may consist of a core group of individuals as determined by the GDARD and the service provider that meet, as a minimum, monthly, or as and when determined by the GDARD, throughout the compilation process of the Report, to assess progress and adjust the project-plan where necessary, to ensure the process is completed.

9.2.2 All project management meetings will be scheduled and coordinated by the service provider.

9.2.3 The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the Project Sponsor from GDARD.

9.3 The Project Steering Committee

The Project Steering Committee may consist of:

9.3.1 Strategic-level individuals that facilitate a collaborative approach between key role-players in the level of government concerned.

9.3.2 Representatives from affected Provincial Sector Departments, Municipalities.

9.3.3 Representatives from the Department of Forestry, Fisheries, and the Environment, the CSIR, StatsSA the Gauteng City Region Observatory, the Department of Mineral Resources and Energy, the Department of Water and Sanitation, the Department of Agriculture, Land Reform and Rural Development (the list is not exhaustive).

9.4 General

The Project Management Team and Project Steering Committee must conduct the final review of the report, with reference to:

9.4.1 The **user-friendliness**, and the logical flow of the Report.

9.4.2 The **usefulness of the content** of the Report, regarding better understanding of the state of a particular theme or chapter.

9.4.3 The **completeness** of the Report to ensure that all known data is covered.

9.4.4 **Diplomacy considerations**, i.e., if there are any sensitive, political, or emotional statements that must be rephrased.

10. CONSULTANCY MANAGEMENT

10.1 Reporting

The Service Provider will report directly to the GDARD project coordinator, who will serve as contact person for the Department. The project coordinator will coordinate the GDARD's inputs into this Project.

10.2 Deliverables

10.2.1 The successful service provider will be required to submit a project schedule (Gantt Chart format) which will be agreed upon with the GDARD. This should include an outline of the various drafts and final report to be produced and the delivery dates, as well as a communication (public participation) strategy. Commenting period for draft documents are also to be specified in the project plan.

10.2.2 The service provider must develop a draft inception report which contains methodological approach for the consultation process with the relevant stakeholders identified (GDARD standards are attached as **Annexure A**).

10.2.3 The following documents/information must be prepared in line with the scope of work above:

- Every two months - progress reports to the Project Management Team.
- Documented workshops, Project Team and Project Steering Committee meetings held and recorded.
- Power Point presentation of the outputs of the project (a copy must be available for Departmental use at any given time).

10.2.4 The service provider must establish the Project Peer Review Team in line with the specialist chapters (themes) to ensure that the output is relevant, informative and provides progressive solutions in the Options for Action section.

10.2.5 The service provider must develop an environmental performance dashboard to highlight long term environmental improvement and or transformation in the province.

10.2.6 The service provider will see to the publication and printing of 350 copies of the final Report. The Report should be graphically designed on glossy paper as per agreement with the GDARD.

10.2.7 The electronic copy must be produced in latest high quality, print ready and copy friendly PDF version, compatible with the GDARD IT systems. The electronic report should be graphically designed as per agreement with the GDARD.

10.2.8 All reports are to be graphically designed and bound with GDARD's approved cover page designed for the Project. All reports developed are the property of the GDARD and are to be used or distributed only with the permission of the GDARD.

10.2.9 The service provider **must source** relevant theme or chapter information and specific photos for use in the report, all photos sourced are to be handed over to the GDARD with all other project deliverables.

10.2.10 The successful bidder should budget for the potential acquisition of data held by other institutions that will be required for the Review of the 2017 Gauteng Province Environment Outlook Report, for instance, the Climate Change related data etc.

10.2.11 The reports may not be presented without the prior permission of the GDARD.

10.2.12 All reports, documentation and presentations must comply with the GDARD and GPG corporate identity requirements. Compliance must be ensured in consultation with the project coordinator before documentation is produced.

10.2.13 All spatial information, if applicable, must be provided in a GIS format in compliance with the standards of GDARD (GDARD standards are attached as **Annexure B**).

10.2.14 The billing plan aligned to the project schedule should be submitted to GDARD for approval during the Inception Meeting.

10.2.15 The service provider may not for any purpose utilise any meetings, workshops and stakeholder engagement commissioned during this process to market its business.

10.2.16 The service provider should at the end of the project submit a post closure report that include all the photos used, and work done on the Project prior to the payment of the final invoice.

10.3 Duties of the GDARD

10.3.1 The GDARD will cover the approved fee of the service provider as detailed in relevant contractual agreements.

10.3.2 The GDARD will identify a Project Coordinator to coordinate the Project.

10.3.3 Where possible, GDARD will provide available documentation and information relevant to the Project to the service provider (all information required to be provided by the GDARD must be clearly indicated in the project proposal).

10.3.4 Relevant staff of GDARD will make themselves available for the various agreed workshops and meetings and will review and make comments on all draft documents as per the agreed-upon schedules provided by the service provider.

10.3.5 GDARD will ensure that all deliverables supplied are duly approved by the competent GDARD official before payment is made to the service provider.

10.4 Duties of the Service Provider

10.4.1 Skills Transfer

- The service provider must make provision for skills transfer to officials of the GDARD, and where possible, officials from municipalities who are data custodians for both the Gauteng Environmental Sustainability Report and the Gauteng Province Environment Outlook Report. The skills transfer plan will include 25 GDARD officials from the Pollution and Waste Management, Air Quality Management, Biodiversity Management, Environmental Empowerment Services, Compliance and Enforcement and Environmental Policy Planning and Coordination units.
- The service provider must submit a detailed programme/plan for capacity development / skills transfer taking into consideration the following:
 - The DPSIR Reporting Framework and how it works (interconnectedness and interrelatedness of issues per DPSIR);
 - Data integrity;
 - Data collection and analysis looking at trends over time; and

- Various response mechanisms to address the status quo or emerging issues.
- Upon appointment, the service provider and the GDARD must agree on the activities that will entail the programme / plan for skills transfer.
- The skills transfer plan must include all phases of the Project.
- The identified officials must be given hands-on practical experience on the methodology and compilation processes.

10.4.2 Meetings

- The successful service provider will coordinate project management meetings every two months, or as determined by the GDARD.
- Bi-monthly (every second month) Project Steering Committee meetings will be required for discussion and adoption of final draft documents related to all the deliverables described above.
- The service provider is to plan and coordinate an initiation meeting, project management meetings, project steering committee meetings and meetings as required with stakeholders, as well as any meeting required, in furtherance of the Project.
- The service provider will be responsible for all logistical and administrative arrangements with regards to these meetings.
- The service provider must keep and prepare action-based minutes of all meetings, and these must be circulated within 7 workdays of the meeting, to all relevant.

10.4.3 Invoices

- All invoices must be submitted through the Gauteng Provincial Treasury online electronic invoice submission (e-invoicing) with a copy addressed to the GDARD project coordinator.
- Once appointed, an order number will be issued to the service provider, which order number must be used in future financial related correspondence with this GDARD.
- Invoices must reflect the tasks and/or outputs and must include a brief description of work done in relation to the deliverables referred herein.
- A list of the invoices (indicating tangible outputs) that will be submitted for this Project, must be provided as part of the plan of work referred to above.
- Payment will only be made after completion, review and approval of each deliverable received from the service provider. This review will include comparison of the deliverables with the requirements stated herein.

- No up-front payments will be made. The GDARD will pay for satisfactory completion of work within 30 days of submission of an invoice by the service provider.
- Travelling costs related to the project should not be billed separately outside the project cost.

10.5 Contract

This Terms of Reference, the letter of appointment, as well as the project proposal, will function as an agreement between the GDARD and the successful service provider. However, it will be expected from the service provider to sign a service level agreement with the GDARD, highlighting the special conditions of contract. The GDARD will become owners of any intellectual property that may be a product or outcome of this process. The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the project coordinator.

11. BID EVALUATION CRITERIA

Bids will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999 ("the PFMA"), the Gauteng Department of Agriculture and Rural Development Supply Chain Management Policy, the Preferential Procurement Policy Framework Act 5 of 2000, as amended and the Preferential Procurement Regulation, 2017.

This will entail evaluation in 2 stages i.e.:

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

Stage 1A: Administrative compliance (mandatory and other returnable documents).

Stage 1B: Functionality Evaluation.

STAGE 2 will be evaluation of bids in terms of:

Price and Preference Points

✓ Price = 80/20 Points

NOTE: Bidders that do not meet the prescribed criteria and/or minimum thresholds during any stage of evaluation will not be considered for further evaluation.

11.1 Stage 1A: Administrative Compliance

11.1.1. Mandatory Returnable Documents

A bidder must submit:

- i) A completed and signed Invitation to Bid form SBD 1
- ii) A completed and signed Bidder's Disclosure – SBD 4
- iii) A completed and signed Preference Points Claim Form SBD 6.1
- iv) A Project Proposal including itemised budget breakdown

NOTE: Bidders that do not meet the mandatory requirements will not be considered for the next stage of evaluation.

11.1.2 Other Returnable Documents

A Bidder must also submit:

- (a) A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a Tax Compliance Status Pin for each party (*Tax Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive/non-compliant Tax Status*).
- (b) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party (*Bidders must be registered on CSD before submitting before or on the closing date of this tender*).
- (c) Company registration (CIPC) documents. For Consortiums or Joint-Ventures each party should submit company registration (CIPC) documents.
- (d) An original or certified copy of a valid B-BBEE Status Level Verification Certificate issued by a SANAS accredited verification agency, or a valid original Sworn Affidavit issued by the DTIC or the CIPC or commissioner of oaths.

NOTE:

The Following B-BBEE Validation Requirements Apply:

- (i) ***A Bidder who qualifies as an Exempted Micro Enterprise (EME) must submit an original affidavit.***

- (ii) A Bidder who qualifies as a Qualifying Small Enterprise (QSE) and is more than 51% black-owned, must submit an original affidavit.*
- (iii) A Bidder who qualifies as a Qualifying Small Enterprise (QSE) and is less than 51% black-owned, must submit an originally certified B-BBEE verification certificate issued by an agency accredited by SANAS (South African National Accreditation System) which has to be valid, original or certified as a true copy of the original or such Bidder must submit an affidavit stipulating that its annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on its latest Financial Statements/Management Accounts and other information available thereon.*
- (iv) A Bidder must submit its latest Annual Financial Statements signed off by a professional Accountant or Auditor.*
- (v) Bidders who do NOT qualify as EMEs and QSEs as outlined in (iii) and (iv) above, must submit an original or originally certified B-BBEE verification certificate that was issued by an agency accredited by SANAS.*
- (vi) Public entities and tertiary institutions must also submit original or originally certified B-BBEE Status Level Verification Certificates, together with their bids.*
- (vii) Bidders who fail to submit valid original or an originally certified copies of their B-BBEE Certificates or Affidavits will be disqualified. Original Affidavits or originally certified copies of B-BBEE Certificates, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations, as promulgated in Government Notice GNR 1258 of 21 July 1972.*
- i.e.*
- The Deponent (person or authorised representative depositing an affidavit) shall sign the declaration in the presence of the Commissioner of Oaths (COA).*
 - Below the Deponent's signature, the COA shall certify that the Deponent has acknowledged that he/she knows and understands the contents of the declaration and the COA shall also state the manner, place, and date of taking the declaration.*
 - The COA shall sign the declaration and print his/her full name and business address below his/her signature; and state his/her designation and the area for which he/she holds his/her appointment, or the office held by him/her if he/she holds his/her appointment ex officio.*

11.2 Stage 1B: Functionality Evaluation

Quality Criteria	Sub Criteria	Maximum number of Points
<p>1. Bidder's Experience in providing similar work (i.e., experience in developing Environmental State of the Province Reports, Environmental State of the Nation Reports, Corporate Annual Environmental Sustainability Reports, Environmental Management Frameworks and Strategic Environmental Assessments.)</p>	<ul style="list-style-type: none"> • 5 or more project completion letters/certificates with contactable references indicating the scope of the projects completed = 30 points • 4 project completion letters/certificates with contactable references indicating the scope of the projects completed = 24 points • 3 project completion letters/certificates with contactable references indicating the scope of the projects completed = 18 points • 2 project completion letters/certificates with contactable references indicating the scope of the projects completed = 12 points • 1 project completion letters/certificates with contactable references indicating the scope of the project completed = 6 points • Submission of project experience not relevant to selection criteria = 0 	30
<p>2. Methodology of project implementation</p>	<p>A project implementation plan is required providing detailed methodology. It must explain how the work will be done and how requirements stated in the scope of work, deliverables and duties of the service provider will be achieved. Details must be given how these requirements will be met in a systematic way. An activity plan/project plan showing</p>	30

Quality Criteria	Sub Criteria	Maximum number of Points
	<p>timeframes of specific work or tasks that will be done, will include:</p> <ol style="list-style-type: none"> (1) Details on the approach on how the work will be done and by whom. (2) Details on project resources that will be required to ensure that the GDARD's needs are met with reference to quantity and quality. (3) An itemised budget breakdown linked with expected deliverables; and (4) Evidence of a scientific approach to data sourcing, quality control, management and analysis. <ul style="list-style-type: none"> • A project implementation plan/Methodology of the Project reflecting all (4) aspects mentioned above = 30 points. • A project implementation plan/Methodology of the Project reflecting any (3) aspects mentioned above = 25 points. • A project implementation plan/Methodology of the Project reflecting any (2) aspects mentioned above = 20 points. • A project implementation plan/Methodology of the Project reflecting (1) aspect mentioned above = 15 points. 	

Quality Criteria	Sub Criteria	Maximum number of Points
	<ul style="list-style-type: none"> No project implementation plan/methodology provided = 0 points. 	
3. Skills transfer plan	<ul style="list-style-type: none"> The skills transfer plan is reflective of the GDARD's team participation at each and every activity with specific tasks for them to implement = 10 points. Failure to demonstrate the skills transfer plan including the GDARD's project team participation = 0 points. 	10
4. Qualifications of the Project Lead team member	<ul style="list-style-type: none"> Project lead member with PhD qualification in Environmental Management or Environmental Science, or Environmental Sustainability or any other related field = 15 points Project lead member with Degree, Honours and MSc in Environmental Management or Environmental Science, Environmental Sustainability or any other related field = 12 points Project lead member with Degree and Honours in Environmental Management or Environmental Science or Environmental Sustainability or any other related field = 9 points Project lead member with Degree in Environmental Management or Environmental Science or Environmental Sustainability or any other related field = 6 points 	15

Quality Criteria	Sub Criteria	Maximum number of Points
	<ul style="list-style-type: none"> • Failure to submit relevant qualifications = 0 <p>(NB Attach certified copies of relevant qualifications not older than six months, curriculum vitae and the affidavit declaring any involvement with a project which may be within the Scope of Work for this project to ensure an unbiased and objective approach)</p>	
<p>5. Lead author's experience in thematic areas referred to in 3.2 above, current registration with professional body or bodies and qualifications.</p>	<ul style="list-style-type: none"> • 5 or more years of experience in writing specialist reports, current registration with relevant professional body/s and qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 15 points. • 4 years of experience in writing specialist reports, current registration with relevant professional body/s and qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 12 points. • 3 years of experience in writing specialist reports, current registration with relevant professional body/s and qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 9 points • 2 years of experience in writing specialist reports, current registration with relevant professional body/s and 	15

Quality Criteria	Sub Criteria	Maximum number of Points
	<p>qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 6 points.</p> <ul style="list-style-type: none"> • 1 year of experience in writing specialist reports, current registration with relevant professional body/s and qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 3 points. • No submission of years' experience in writing specialist reports, current registration with relevant professional body/s and qualifications in Environmental Management or Environmental Science or Environmental Sustainability = 0 points. <p>(N.B. Attach certified copies of relevant qualifications, proof of registration with professional body/s and curriculum vitae clearly indicating a list of scientific or research reports written.)</p>	
<p>Threshold: Bidders who score less than 70 points during this stage will not be considered for the next stage of evaluation</p>	<p>70</p>	
<p>TOTAL</p>	<p>100</p>	

Bidders that do not meet the above-mentioned requirements regarding Technical Evaluation will be automatically eliminated.

11.3 Stage 2: Evaluation on price and preference points (price and B-BBEE)

Bids meeting all the requirements in Stage 1A and 1B will subsequently be evaluated in terms of Regulation 6 of the PPR:

Price & Participation Goals (BBBEE)

Price & BBBEE	Points
Price	80
BBBEE Balance Scorecard	20
TOTAL	100

Bidders that do not meet the above-mentioned requirements regarding technical evaluation will be automatically eliminated.

Points Awarded for Price

In terms of Regulation 6(1) of the Preferential Procurement Regulations, 2017. The formula to be used to calculate the points for price is as follows:

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

Points Awarded for B-BBEE Status Level of Contributor

In terms of Regulation 6(2) of the PPR, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

PREVIOUS EXPERIENCE AND CLIENT REFERENCES

The Bidder must provide a statement of work successfully completed and a list of client reference in the table provided below.

Insert in the space below, the details of successfully completed work.

Client	Nature of Work	Value of Work	Year Completed
1.			
2.			
3.			
4.			
5.			

The Bidder must furnish details of clients who will comment on their client experience with the Bidder.

Client	Contact Person	Contact Details
1.		
2.		
3.		
4.		
5.		

12. GENERAL

12.1 The GDARD must agree to any deviations from the plan of work.

12.2 Copyright of information obtained through the course of the Project is the property of GDARD and may not be sold or re-produced by the service provider without the prior permission of GDARD.

12.3 The service provider must be able to commence rendering the required services at an effective level on the specified date.

13 TIME FRAMES

The project must be finalised within 18 (eighteen) months from the date of signing the Service Level Agreement with the GDARD. Furthermore, the proposals should include a breakdown of timeframes for the completion of the various milestones of the study within this framework.

14 FURTHER INFORMATION

For clarity seeking questions on the terms of reference, please contact:

Basani Ndindani	Basani.Ndindani@gauteng.gov.za
Sizakele Ndzhukula	Siza.Ndzhukula@gauteng.gov.za

15 ANNEXURES

Annexure A: Inception report structure.

Annexure B: GDARD GIS departmental standard conditions.

Annexure C: Departmental Indicator template to be used for all indicators.

ANNEXURE A

THE REVIEW OF THE 2017 GAUTENG PROVINCE ENVIRONMENT OUTLOOK REPORT.

THE INCEPTION REPORT

Table of Contents

Executive Summary	
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1.2 Purpose of this report	
1.3 Consideration of the government's Outcomes approach	
1.4 Assumptions and limitations	
2 Mandate and approach.....	
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2.2.1 Document review.....	
2.2.2 Preparation of a discussion document.....	
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3.2.1 Terrestrial issues	
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3.2.3 Inland water issues.....	
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- 4.3 Reporting framework
- 4.4 Themes, issues and indicators
- 4.5 Table of contents
- 4.5.1 Determining the contents of the report
- 4.5.2 Capturing provincial issues in the Environment Outlook Report
- 4.5.3 Representing the Outcomes approach
- 4.6 Specialist studies and terms of reference
- 4.6.1 Possible specialist studies
- 4.6.2 Peer/independent review
- 4.6.3 Integrative writing and copy editing
- 4.7 Products arising from the Environment Outlook Report process
- 4.8 Conclusion

- 5 Environment Outlook Report development process**
- 5.1 Introduction
- 5.2 Reflections/lessons learned from the 2017 Gauteng Environment Outlook development process
- 5.2.1 Inception
- 5.2.2 Specialist studies and review
- 5.2.3 Scenario planning
- 5.2.4 Integration and editing
- 5.2.5 Publications and printing
- 5.2.6 Launch and dissemination
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- PROJECT STEERING COMMITTEE.....**
- PROJECT MANAGEMENT COMMITTEE**
- DECISION MAKING.....**
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ANNEXURE B: GDARD GIS DEPARTMENTAL STANDARD CONDITIONS

The service provider should familiarise themselves with GDARD's GIS systems and the information available that can be used for the purposes of the report. GDARD also has the Standard for the Delivery of Spatial Data Products; it is of utmost importance to understand the requirements as outlined in the Standard for compliance purposes. In addition, the Province has a centralised GIS portal at the Office of the Premier where all common GIS data is housed. *The full standards and policies for GIS data will be given to the approved consultant, but as a basis the following should be considered:*

1. Spatial data must be compatible with the systems in GDARD and the data should be checked to comply with National Standards (emanating from the South Africa's Spatial Data Infrastructure Act (Act 54 of 2003)). The service provider is responsible for compliance with national standards and the GDARD requirements (standard attached).
2. Data should be in a format compatible with ArcMap and ArcGISPro ESRI products.
 - a. All delivered **vector data** should be in shapefile format, (i.e shp,kml,dff,shx,prj) as well as their feature class (GeoDatabase) format to make provision for the future integration into the ArcGIS server environment.
 - b. Imagery (**raster data**) must preferably be supplied in GeoTiff format
3. Spatial Reference - All data must make use of WGS84 Ellipsoid and Hartebeesthoek 1994 datum.
4. Co-ordinate Systems - The preferred co-ordinate system for delivered datasets in the Geographic Coordinate System (GCS) is Decimal degrees. For large projects Transverse Mercator Projection, Central Meridian 29 degrees should also be given (more than 20 layers).
5. All datasets created during any commissioned work will become the sole property of GDARD after completion of the work.
6. The service provider shall provide a list that clearly states which files delivered as products are subject to copyright restrictions. The nature and implications of these restrictions should be fully explained.
7. Files must follow the GDARD naming convention and should be high quality (no slivers, duplicate polygons, etc.). In terms of data quality, *spatial data* should be clean, *attribute data* should be complete and appropriate and *metadata* for each dataset should be complete as required (mandatory fields completed).

Annexure C

Indicator	
Theme	This is the theme name as taken from the outlook (Land, Biodiversity, Air Quality, etc.)
Indicator name	The Name of the Indicator
Indicator number;	Unique code based on the thematic area and data sub-area
Indicator type	I.e., Driver-Pressure-State-Impact-Response (DPSIR)
Goal (or Target)	What is the goal or target (No Air Quality exceedances, Present ecological state C or better?)
Concepts and definitions	
Description of indicator;	This provide a brief description of the indicator
Reason for selection / Rationale;	Reason for the indicator (link to legislative requirements, measures required to address a perceived issue of concern, an important aspect of the environment, etc.)
What issue (i.e., resource management, energy) does the indicator address / Indicator relevance	The indicator tells the reader how well something is doing (clean air, water, government efficiency (timeframes))
What does the indicator measure; Conceptual background	It measures the "...". Because we measure "x", we can tell something about the environment.
Linkages to other indicators; (external NDP and SDG)	Is it linked to other indicators, how? Is it linked to any NDP and SDG indicators?
Indicator level	Level 1: adequate data are available now for all components of the indicator and can be used to support the indicator without significant additional costs. Level 2: the indicator is presently feasible but cannot be provided without additional investment in the data collection process. Level 3: no data currently.
Computation	
Units of measurement (i.e. tons, terajoules);	How is the indicator measured? (mg/l; number; ratio; etc.)
Spatial scale (i.e. national/regional);	At what scale is the indicator measured. Province, Municipal, catchment, other?
Frequency (i.e. annual/5-yearly);	How often is data collected
Computation Method:	
Disaggregation / Aggregation:	Can the data be aggregated (e.g., to provincial level (without losing information)), or dis-aggregated.
Confidence	What is the confidence in the data (%) and why is it given this rating (Reasons)
Assumptions	What are the assumptions in the data (e.g., with red data species we assume we know all the species)
Limitations	What are the limitations in the information that can be derived from the data? What are the limitations in the information that can be derived/ inferred from using this information? This data only measures one impact and

	cannot be used to infer other information. (E.g., Pm10 cannot be used to infer Pm 2.5)
Risks	What are the risks (e.g., the contract to collect data is limited, collection agencies underfunded, etc.)
Sources of discrepancies:	Data might be measured differently at different scales (e.g., Landcover used a different method and different satellite data in the different land cover maps, even though the results showed amount of grassland, the data cannot be directly compared)
Treatment of missing values:	Are missing values given a "0" or not considered? This has implications for data statistics and analysis. Is there a narrative for these values?
Data	
Source	
<i>Data Acquisition (Where the data can be sourced)</i>	Where do you get the data (Collect it, source it, from whom?)
<i>Data type (Raw, Collated, in reports, etc. include data standards)</i>	Is the data raw or synthesised, or is it extracted from a report?
<i>Data limitations</i>	Does the data indicate true values, or a sample of reality? Are there gaps in the data, is the data standardised (unit of measurement, timescales, etc)? For example, the number of rare species may increase as more species are at risk, or because our understanding has improved. Number of air quality exceedances may increase due to new legislative requirements.
Responsibility / Custodianship	Who is responsible / custodian of the data
Resources required to collect, analyse, synthesise, and report in the data	What resources (time, money, personnel) are required for the indicator
Availability	Is the data readily available, not available, or sometimes available?
Cost	How much does it cost to acquire the data
Collection process	Describe how the data is collected
Storage	Where is the data stored, and who has control over the storage?
Example	
<i>Example</i>	Give an example of the indicator (With landcover, we can measure the loss of natural landcover classes over time to measure the risk to biodiversity. E.g., percentage of natural pixels measure for the province changed over time. Natural landcover has changed from 30% of the province in 1990 to 15% in 2022.
Indicator improvement	Can we improve on the current indicator? If so, how? (Improved data, better methods, new visualisation or narrative in reports, etc.).
References	



Provincial Supply Chain Management

Special Conditions

Page 1 of 3

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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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>
Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
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-

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Special Conditions</td> <td style="width: 40%; text-align: center;">Page 3 of 3</td> </tr> </table>	Special Conditions	Page 3 of 3
Special Conditions	Page 3 of 3		

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

THIS SECTION IS FOR OFFICE USE ONLY!						
Observations	Initial Job Count	Job Creation Potential	1 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	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
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Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)