 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		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.



Provincial Supply Chain Management

Request for Proposal
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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] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[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.



Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

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											

POPI ACT

AGREEMENT AND CONSENT DECLARATION

YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE PERSON/ENTITY/BODY/INDIVIDUAL/COMPANY WHOSE IS PROVIDING INFORMATION AND HEREINAFTER COLLECTIVELY REFERRED TO AS THE “CLIENT”, DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION.

(“THE SERVICE PROVIDER/COMPANY”)

1. INTERPRETATION

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 “This Agreement” means the Agreement contained in this document;

1.1.2 “The Company/Service provider” means _____ and includes its affiliated, holding and subsidiary companies;

1.1.3 “Confidential information” includes, but is not limited to:

1.1.3.1 any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;

- 1.1.3.2** all internal control systems of the client and the company;
- 1.1.3.3** details of the financial structure and any other financial, operational information of the client and the company; and
- 1.1.3.4** any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.
- 1.1.4** “personal information” means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:
- 1.1.4.1** information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 1.1.4.2** information relating to the education or the medical, financial, criminal or employment history of the person;
- 1.1.4.3** any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

- 1.1.4.4 the biometric information of the person;
- 1.1.4.5 the personal opinions, views or preferences of the person;
- 1.1.4.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.1.4.7 the views or opinions of another individual about the person;
and
- 1.1.4.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.1.5 “the effective date” means the date of signature of this Agreement’;
- 1.1.6 “the parties” means the parties as described hereinabove;
- 1.1.7 “divulge” or “make use of” means to reveal, make known, disclose, divulge, make public, release, publicise, broadcast, communicate or correspond or any such other manners of divulging of any information.
- 1.1.8 **“processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

1.1.9 **POPI**” means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

WHEREAS IT IS AGREED THAT

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

The company (also called the service provider), all the parties to this agreement, the service provider’s employees and the client’s employees and any subsequent party/parties to this agreement acknowledge and confirm that

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.

- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.
- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that “confidential information” shall also include inter alia and shall mean inter alia:

- (a) all information of any party which may or may not be marked “confidential,” “restricted,” “proprietary” or with a similar designation;
- (b) where applicable, any and all data and business information;
- (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
- (d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.

It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

**SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS
SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION
YOU MUST NOTIFY THE SERVICE PROVIDER IMMEDIATELY
FAILING WHICH IT WILL BE DEEMED THAT YOU ACCEPT AND
AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE**

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED



Provincial Supply Chain Management

RFP Point System
Page 1 of 1

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**



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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

Page 2 of 2

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

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

The bid must be deposited or posted;

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

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	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	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State institution

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

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

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

- 2.2.1 If so, furnish particulars:

--

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

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

- 2.3.1 If so, furnish particulars:

--

3. DECLARATION

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

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

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<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	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

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

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

GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT

TERMS OF REFERENCE

TO APPOINT A SERVICE PROVIDER TO CONDUCT A TECHNICAL AND APPLICATION ASSESSMENT AND MAINTENANCE FOR THE GAUTENG LIQUOR BOARD AUTOMATION SYSTEM FOR A PERIOD OF 36 MONTHS

Service providers are hereby invited to submit proposals to conduct a technical and application assessment and maintenance for the Gauteng Liquor Board automation system for a period of 36 months

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1 Introduction

The purpose of this document is to outline the scope and requirements to appoint a service provider to conduct as a first phase a technical and application assessment of the existing system and provide a technical report. The second phase includes fixing the technical and application glitches (bugs) as per the technical report. The third phase includes system updates, system enhancements, support and management of the Gauteng Liquor Board (GLB) liquor licensing processes automation system.

The expected duration of the project is thirty-six (36) months. The support includes updating the system to align with the latest installed version of SAP software, implement enhancements (development) on required or additional functionality on the system, training users, conduct change management and support (business and technical environments) for the new system based on the operating environment. Human intervention is not required, therefore; the burden on human resources should be removed and human error eliminated.

2 Background

Gauteng Liquor Board (GLB) is responsible for the management of Liquor Licences issued to establishments based in the Gauteng Province. GLB decided that there is a need to automate all the processes relating to the regulation and issuing of liquor licenses. Due to the numerous challenges facing the GLB concerning the generation of licenses and management of the application processes, the department commissioned the development of a system in SAP CRM to automate these processes. The key challenges and their resolutions are described below:

Table 1: Key GLB Business Process Challenges resolved

#	Key Challenge	Resolution
1	Entire licence application process is manual making it tedious to manage.	Entire licence application process should be automated.
2	Fields & records are missing from the liquor licence data sets.	Mandatory fields & records need to be integrated into the database.
3	There is no single system of records for the existing licence data sets. Multiple instances of the data sets exist within sections of the organisation.	Integration of the current data sources into SAP CRM.
4	There is duplicate information in the current data sets.	Consolidation of various data sources.
5	Existing licences do not have the same reference number structure.	Convert all the liquor license references. Into the 20 reference number format.
6	It is not possible to track the status of the application process.	Tracking of the status of the application has been made possible in the automated solution but it needs to be tested and ensure that it is functional.
7	It is difficult to reconcile Liquor Licence revenue.	Reconciliation of received payments is configured in the automated system. The system needs to be tested and ensure that it is functional.
8	No offsite accessibility to the system for compliance monitoring.	The system currently provides remote live access via Arc GIS but the component needs to be tested and ensure that it is functional.
9	Lodgement process automation.	Pre-automated lodgement process for first Friday of every month.

Requirements that need to be addressed:

- Conduct a system technical and application assessment and provide a report.
- Fixing the technical and application glitches (bugs) as per the technical report.
- Conduct system updates ,system enhancements, support and management of the Gauteng liquor Board (GLB) Liquor Licensing Processes Automation system.
- Provide enhancements (development) on required or additional functionality on the system.
- Keep the system to the current latest version of SAP CRM 7.0 software.
- Assist users to use the system – Business Support.
- Provide dedicated system support – Technical Support.
- Re-training of users.
- Provide resource capacity such as project management, change management and technical resources for the project.

3 Objectives

The objective is to conduct a system technical and application assessment of the existing system on the first phase and provide a technical report. The second phase, includes fixing the technical and application glitches (bugs) as per the technical report. The third phase includes system updates ,enhancements, support and management of the Gauteng Liquor Board (GLB) Liquor Licensing Processes Automation system.

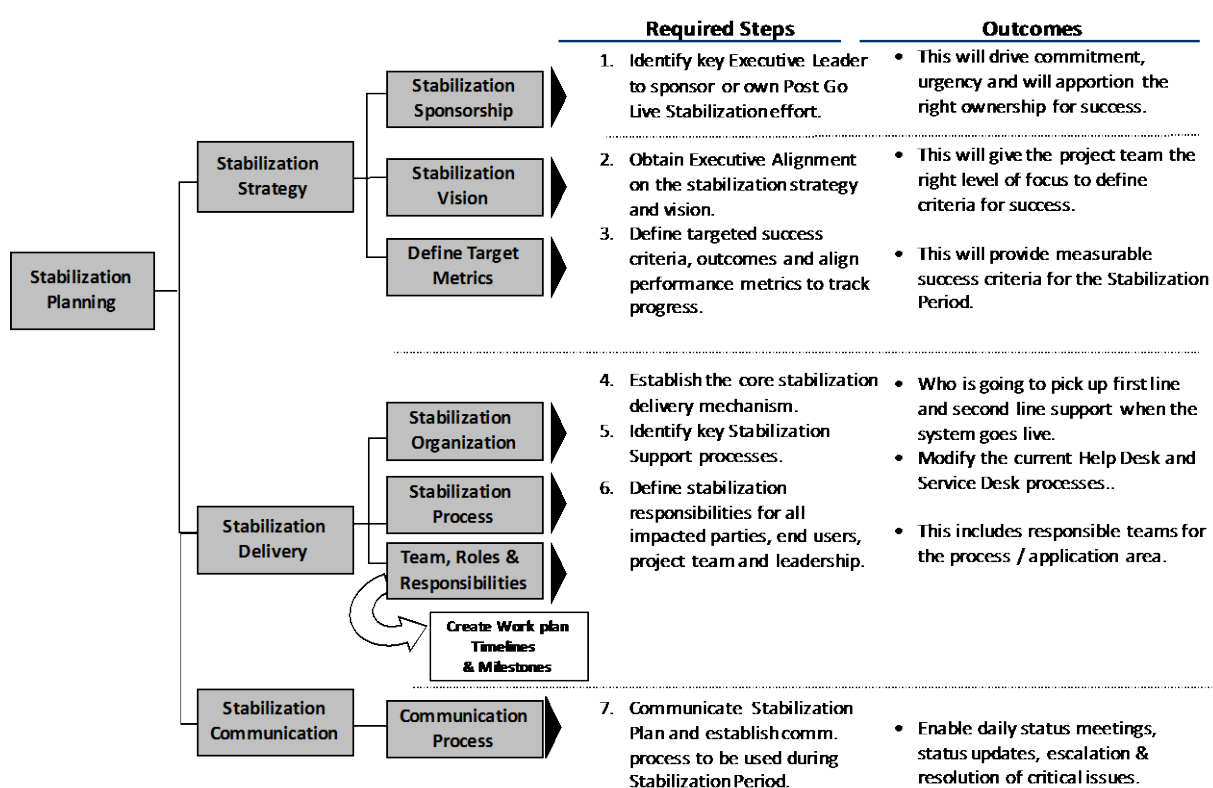
The appointed service provider will need to implement post go-live stabilization and support initiative for the GLB automation project. This will enable the Gauteng Department of Economic Development (GDED) to achieve Technical, Operational and Business Support stability in support of the automated processes. The rationale for this plan is to address the following:

1. Decrease the turnaround times to process liquor application.
2. Increase the performance and utilization of the system.

3. Maximize the uptake of the system by internal business & support teams.
4. Maximize the system usage by external clients.
5. Avail implementation technical resources to business on a need's basis.
6. Minimize technical support requirements.

To implement the above, the following strategy needs to be adopted. The illustration below also depicts the required actions to implement this strategy.

Figure 1: Post Go Live Support Strategy



Following the stabilisation process, ongoing support which is incident based will be expected.

4 Scope of Work

Implementation of the above strategy will enable the business and technical support teams to utilize the system to automate GLB functions. The scope needs to focus on strengthening both business and technical support teams to operate with the full knowledge of the system.

4.1 Phase – One

The appointed service provider is required to conduct a system and application technical assessment of the existing system and provide a technical report.

4.2 Phase - Two

The appointed service provider is required to fix the technical and application glitches (bugs) as per the technical report.

4.3 Phase - Three

The appointed service provider is required to implement updates, enhancements (development) on required or additional functionality on the system, provide support and manage the Gauteng liquor Board (GLB) liquor licensing processes automation system.

4.3.1 Business Support including Training and Change Management

The achievement of business support stabilization is the elimination of manual processes outside of the system as well as enabling the business to perform continuous usage. As part of this effort, the appointed service provider with Gauteng Department of eGovernment (EGOV) will train-the-trainer to perform the ongoing training. To ensure system adoption, the Service Provider should put in place and execute a change management plan. The metrics below indicate the definition of business stabilization success.

Figure 2: Business Support Stabilization Metrics

Category	Goal Description	#	Business Support Stabilization Exit Criteria	Target Metrics
Business Stabilization Achieved	Enforce & Monitor Internal Users to use Only the Automation System	1	Distribute a management email directing that users should only use the Automated System	Green: Email Directive Sent to ALL GLB users
				Yellow: Communication Sent to Managers Only
				Red: No Communication Sent
	Monitor the Rate of Support Queries	2	Monitor the Manual Applications not using the Automated System reaching Board Meeting per Month	Green: X < 10%
				Yellow: 10% < X < 20%
				Red: X > 20%
	Monitor the Rate of Support Queries	3	Ticket Aging (GDED HelpDesk) - Measurement of how long a GLB Project ticket has been opened at the GDED HelpDesk.	Green: X > 70% resolved under 48 hrs OR X < 3% outstanding for Y > 7 Days
				Yellow: 70% > X > 50% resolved under 48 hrs OR 3% < X < 10% outstanding for Y > 7 Days
				Red: X < 70% resolved under 48 hrs OR X > 10% outstanding for Y > 7 Days
	Train-the-Trainer Session completed	4	Ticket Aging (Control Room) - Measurement of how long a ticket has been opened and assigned to room 215.	Green: X > 90% resolved under 24 hrs
				Yellow: 90% > X > 80% resolved under 24 hrs
				Red: X < 80% resolved under 24 hrs
	Train-the-Trainer Session completed	5	Identify, Schedule, Prepare & Execute Train the Trainer Sessions	Green: > 70% planned train-t-trainer sessions completed
				Yellow: 70% > X > 50% train-t-trainer sessions completed
				Red: X < 50% train-t-trainer sessions completed

4.3.2 Technical Environment Stabilization

The achievement of technical stabilization is the elimination of system bugs that are making the system unusable, aligning the system to the current version of SAP software and ensuring that the system is able to integrate with the required platforms (ArcGIS and OpenText Content Management system). The appointed service provider is required to conduct a system and application technical assessment of the existing system and provide a technical report, fix the technical and application glitches (bugs) as per the technical report. The metrics below indicates the definition of Technical Stabilization Success.

Figure 3: Technical Environment Stabilization Metrics

#	Category	Goal Description	Inputs to Start	#	Technical Stabilization Exit Criteria	Target Metrics
	Functional Solution Stabilization Achieved	Monitor and eliminate technical errors, bugs on the Customer Facing and WEB UI	List of existing system bugs classified between Errors Enhancement and severity	1	SAP CRM Online Application, Interface and Batch Jobs are running free of Defects or SIRs to exit Technical Stabilization	Green: 5 Fatal defects with mitigation plan and 10 Major Defects Outstanding Yellow: 10 Fatal defects with mitigation plan and X >= 10 Major Defects with mitigation plans Red: Fatal defects w/o mitigation plans or/and High Defects w/o mitigation plans
		Monitor and eliminate performance issues	Handover of the Batch jobs, interfaces, etc.	2	Interface, Batch and Report Jobs are running longer than expected or CANNOT fit into the daily/weekly/monthly schedule	Green: X <= 1 Yellow: 1 < X < 3 Red: X > 3
				3	Overall SAP On-line Average Response Time Performance Meet the defined Expected Response Time (This applies only to new SAP Transactions)	Green: X < 5 second Yellow: 5 second < X < 8 seconds Red: X > 8 seconds
	Reports Technical Stabilization Achieved	Monitor and eliminate technical errors with Reports <small>Note: The bulk of the reports will run using SAP Std functionality.</small>	Implement the reports as part of the post Go Live Plan	7	Report and Metrics Jobs are running free of Defects or SIRs to exit Technical Stabilization	Green: 0 Critical defects and 0 High Defects Outstanding Yellow: 0 Critical defects and X >= 1 High Defects with mitigation plans Red: Critical defects or/and High Defects w/o mitigation plans

The service provider must customise the following existing transactions on the SAP CRM environment.

Transaction code and description

Dialog Structure	Definition of transaction types			
<ul style="list-style-type: none"> Definition of transaction type: Assignment of Business Transactions <ul style="list-style-type: none"> Customizing header Assign Blocking Reasons Channel 	Trans.Type	Short Description	Description	Inactive
	<input type="checkbox"/> ZGL1	GLB License Renewal	GLB License Renewal	Inactive
	<input type="checkbox"/> ZGL2	GLB Proc Financial	GLB Procurement of Financial Interest	
	<input type="checkbox"/> ZGL3	GLB Duplicate Licenc	GLB Duplicate Licence	
	<input type="checkbox"/> ZGL4	GLB Change of Name	GLB Change of Name	
	<input type="checkbox"/> ZGL5	GLB Copy of Report	GLB Copy of Inspector's Report	
	<input type="checkbox"/> ZGL6	GLB Copy of Applicat	GLB Copy of Application	
	<input type="checkbox"/> ZGL7	GLB Copy of Minutes	GLB Copy of Mintes	
	<input type="checkbox"/> ZGL8	GLB New Reference	GLB New Reference Allocation	
	<input type="checkbox"/> ZGL9	GLB Additional doc	GLB Additional Documents	

Transaction code and description

Definition of transaction types				
Trans.Type	Short Description	Description	Inactive	
<input type="checkbox"/> ZS12	GLB Ref Allocation	GLB Reference allocation		
<input type="checkbox"/> ZS13	GLB Proc Of Fin	GLB Procurement of financial Interest		
<input type="checkbox"/> ZS14	Gorvenment Request	GLB Licence Gorvenment Requets		
<input type="checkbox"/> ZSV1	GLB License Renewal	GLB License Renewal		
<input type="checkbox"/> ZSV2	GLB License Restorat	GLB License Restoration		
<input type="checkbox"/> ZSV3	GLB License Withdraw	GLB License Withdrawal		
<input type="checkbox"/> ZSV4	GLB Licence Alt & Ex	GLB Licence Alterations and Extensions		
<input type="checkbox"/> ZSV5	GLB License Transfer	GLB License Transfere		
<input type="checkbox"/> ZSV6	GLB License Gov Dep	GLB License Government Department App		
<input type="checkbox"/> ZSV7	GLB License Man App	GLB License Manager Appointment		
<input type="checkbox"/> ZSV8	GLB Licence Occ Perm	GLB Licence Occassional Permit		
<input type="checkbox"/> ZSV9	GLB Other Sections	GLB Service Other Sections		
<input type="checkbox"/> ZSV0	GLB New Licence App	GLB New Licence Application		

Transaction code and description

<input type="checkbox"/> ZSVR	GLB Ref Allocation	GLB Reference allocation	
<input type="checkbox"/> ZTT	GLB License App	New License Application	Inactiv
<input type="checkbox"/> ZZV1	Occasional Permit	Occasional Permit Testing	

Additional transaction codes are GLB License Reconciliation and GLB Payment gateway.

4.3.3 Post-Go-Live Operational Support and Enhancements

The achievement of operational support stabilization is the empowerment of the support team to perform support activities. As part of this effort, the Service Provider will provide second-line support including the development of enhancements. Possible enhancements include the following:

- Redevelop the system using the latest SAP mobile-friendly development framework.
- Enhance capability based on user feedback.
- Improve user experience.
- Develop business intelligence reports.
- Develop a dashboard for executives.

The metrics below indicate the definition of Business Stabilization Success.

Figure 4: Operational Stabilization Metrics

Category	#	Operational Transition Support Stabilization Exit Criteria	Target Metrics
Operational Support Stabilization Achieved	1	Project Manager - discussed and agreed with eGov on the scope of Functional & Technical Transitioning Support activities	Management discussions held, agreement obtained on full scope of support and transition to Support activities (G) Management discussions held, agreement on support scope & transition to Support is in progress (Y) Management discussions NOT held and agreement on support scope & transition to Support NOT obtained (R)
	2	Support documentation has been updated by the Project Team	Required Support Documentation identified, updated, agreed and signed off by eGov (G) Parts of the required Support Documentation identified and updated for handover to by eGov (Y) Required Support Documentation NOT identified and NOT updated by the Project team (R)
	3	Formal knowledge transfer sessions have taken place between the project team and eGov Support organization	Knowledge transfer session held and sign off obtained from Support organization (G) Knowledge transfer session held and sign off is outstanding from Support organization (Y) Knowledge transfer session NOT held and sign off CANNOT be obtained from Support organization (R)
	4	Support resources have demonstrated the ability to perform support tasks required to operate and maintain the system to exit Stabilization	Support resources have demonstrated the ability to perform support tasks required to operate and maintain the system (G) Support resources have demonstrated the ability to perform some support tasks but still require the project team (Y) Support resources DO NOT YET have the knowledge to perform support tasks required to operate the system (R)
Long-Term Operational Support Stabilization Achieved	5	Required Support resources have been identified, secured and transferred to the Support Organization	Required support resources identified, secured and transferred to the Support organization (G) Required support resources identified, secured and transfer is IN PROGRESS to the Support organization (Y) Required support resources have NOT BEEN identified or secured to support Support activities (R)

4.3.4 Ongoing Support - Incident Management

Table 2 below shows how the incident management support should be executed as part of the Support Plan.

In summary GLB, GDED and eGov are going to lead the support with the Service Provider team providing 2ND line support. The service provider should provide physical support for the first three months (3) from Go Live date at all Regional offices and Head office.

Table 2: Support Definition

#	Support Level	Support Team Responsible	Service Provider Responsibility
1	1 st Line Support: Business and GDED IT Application Support	GLB - Business for Business tickets. GDED IT will deal with all the queries that GLB cannot handle	Train Business super users. Train GED IT Application Support.

#	Support Level	Support Team Responsible	Service Provider Responsibility
		such as password reset, email notifications, other technical issues.	
2	2 nd Line Support: Egov and The Service Provider	EGOV and Service Provider will deal with all queries that GDED IT cannot handle. Service Provider and Egov will do the bulk of the support including password reset, email notifications, etc. The Service Provider and EGOV will also build enhancements to the solution and continuous improvements as and when required.	Train eGov on the solution.

The support provided by the appointed service provider has to be over a period of 36 months. The support will be as and when required basis with committed monthly hours. Support will be provided during office hours: 08h00 to 17h00, Monday to Friday.

4.4 Payment Gateway Service

The Service Provider should also be able to integrate a payment gateway with the licensing platform and banks. Service providers to ensure errors, like duplicate payments do not occur on the system. The payment gateway provides the ability for the liquor applicant to make payments and for the department to receive payments. Customers should be able to make payments including using their credit/debit cards where the customer will be able to securely fill in some details, such as credit/debit card number, expiry date, and CVV. The platform also allows EFT payments from all banks.

The payment gateway should then display a processing fee that will be communicated to the client at the point of payment. The integration needs to be tested and ensure that it's fully functional.

5 Project Timelines

The project timelines must consider the scope that is required. The project is divided into three phases, one focused on technical and application assessment, the second phase is focused on fixing the existing technical and application glitches (bugs) as per the technical report and the phase is to implement updates, implement enhancements (development) on required or additional functionality on the system, provide support and manage the Gauteng liquor Board (GLB) Liquor Licensing Processes Automation system. Regular support where the consultant will be invited as and when required. It is envisaged that both components combined will have a duration of 36 months.

Table 3: Proposed Stabilization/Support Project Timelines

	Phase	Description	Period Length (months)
Phase 1	Technical and application assessment.	Conduct technical and application assessment and provide technical report. (Continuation of phase 2 and 3 will be dependant on the positive result of the technical assessment report)	2
Phase 2	Implement updates, enhancements and manage the system.	Fixing of bugs and enhance the system as and when required.	4
Phase 3	Post Go-Live continuous support	Ongoing Support - Ongoing Support - Incident Management provided where GLB business/ GDED IT/ eGov support teams are unable to resolve issues related to the solution. Provide skills transfer to EGOV.	30

6 Project Management Methodology

The Service Provider must utilise either Prince2 or PMBOK as the project management methodology. To ensure that what is proposed is actionable, GDED requires either a project manager or one of the resources assigned to the project to be a certified Project Manager in one of the two methodologies.

The successful Service Provider is expected to conduct a quick AS-IS analysis of the current environment and also is expected to provide a report that outlines recommendations which are aligned with the scope as defined within two months. The system is expected to run within six (6) months.

7 Functional/Quality Criteria and Evaluation

The current system is built on an SAP CRM. 7 environment. Therefore, the department is looking for potential bidders with recognized expertise in SAP CRM, SAP Process Integration (PI), and SAP Process Orchestration (PO).

Bid Evaluation

The Staged Approach Which Will Be Applied In The Evaluation Of Bids

- **Stage One** will be the evaluation of bids on Pre-qualification, Administration Compliance, and technical evaluation.
- **Stage Two:** This evaluation will be based on Price and Preference points only.

Stage 1A Pre – Qualification

In applying Preferential Procurement Regulation of 2017, the Department invokes Regulation 4(1) in relation to applying a pre-qualification criterion to advance certain designated groups.

NB: The Following Applies For This Tender:

In light of the above Regulation please note that Bidders not complying with the following qualification criteria will not be considered: (a signed agreement between the main contractor and the subcontracted company or cc detain the percentage)

- a) A tenderer must be from levels 1 to 4 as a B-BBEE status level contributor; and/or
- b) An EME or QSE; and/or
- c) A tenderer must sub-contract a minimum of 30% to one or more of the following-
 - a. an EME or QSE which is at least 51% owned by black people who are women;

Evidence to be provided as proof of the above:

- A valid and certified B-BBEE Certificate issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by a Commissioner of Oaths. (For both the main bidder and the subcontracted company).
- A BBB-EE affidavit document should be issued by CIPC/ user template developed by DTI.
- In case of sub-contracting, a tenderer must submit a signed agreement between two parties of their intention to sub-contract and clearly indicating the percentage to be sub-contracted by a tenderer.
- In case of a trust, consortium (including unincorporated consortia), or Joint Venture, the tenderer must provide a joint venture agreement signed by all parties, and proof of a consolidated B-BBEE status level verification certificate and scorecard of a joint venture is required.

NB: Bidders who do not comply with the above-mentioned requirements (Pre-qualification Criteria) will be disqualified.

Stage 1B: Administrative Compliance

NO	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE	YES/NO
1	Submission of request for proposal (RFP) pack, with all the pages (RFP Pack Section 1 and 2.)	Provided and bound	
2	The following Standard Bidding Documents (SBDs) must be completed in full and signed by the bidders: <ul style="list-style-type: none"> • SBD 3.3 • SBD 4 	Completed and signed	
3	SAP Africa certified partnership.	Certificate and /or letter from SAP.	

NB:

- **Note: (No blank spaces. Where information is not applicable the bidder must indicate as such e.g. N/A).**
- **NB* Bidders must ensure that the bid document is submitted with all the pages in the RFP pack (section 1 and 2); and SBD 3.3 and 4 mentioned above are completed in full and signed.**
- **Bidders who do not submit all documents above will be disqualified.**
- **Bidders who do not comply with the requirements mentioned above will be disqualified.**

Other Important Required Documents

Documents that must be submitted	
Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
Tax Compliance Status Pin code must be provided.	This information will be used to verify the tax compliance status of service provider.

Documents that must be submitted	
Certified copies of the original ID's of Directors or owners of the company by the Commissioner of Oath that is dated, stamped, signed and should not be more than 6 months old, for companies with more than 10 Directors at least 5 certified ID copies should be submitted.	
Valid CIPC certificates	Certificates obtainable from Companies and Intellectual Property Commission (CIPC)
Invitation to bid – SBD 1	Must be completed and signed.
Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on BBBEE
BBBEE Certificate issued by a South African National Accredited System Verification Agency	
POPI Act Declaration Letter/Form.	Completed and signed

Stage 1C : Functionality Criteria

Functionality/Quality Criteria	Values	Total points
SAP CERTIFICATION OF THE SERVICE PROVIDER		
Proof of SAP valid level certification <ul style="list-style-type: none"> Platinum partner = 30 points Gold partner = 15 points Silver partner = 10 points 		30
EXPERIENCE OF THE SERVICE PROVIDER WITH DEVELOPMENT, MAINTENANCE AND SUPPORT (SAP CRM BASED SYSTEMS) WITHIN THE LAST EIGHT YEARS.		20
<p>Signed reference letters must be aligned to the work done on the Development, Maintenance and Support on (Sap Crm based systems, which have being successfully concluded in the last 8 years)</p> <ul style="list-style-type: none"> These reference letters must be: <ul style="list-style-type: none"> Signed and Dated by the company for which the work was done. It must clearly specify the date which the service was rendered. It must be on an official letterhead of the company for which the work was done. 		

<ul style="list-style-type: none"> ○ No emails can be used as reference letters. • 05 references letters and above = 20 points • 04 references letters = 15 points • 03 references letters = 10 points • 02 references letters = 5 points • 01 reference letter = 3 points • No references letters = 0 points 		
PROJECT MANAGEMENT QUALIFICATION		10
Project Manager (10 Points): Certified copies of qualification not more than 6 months' old at the close of tender. <ul style="list-style-type: none"> • Project Management Methodology (SAP Activate or SAP ASAP or Prince 2 & PMBOK(10) • Degree in ICT in Project Management (7) • Diploma in ICT Project Management (5) • None (0) 		
EXPERIENCE OF THE PROJECT MANAGER ON THE Development, Maintenance and Support (Sap Crm Based Systems) (15)		15
Provide CV Experience in SAP Development Projects (15) <ul style="list-style-type: none"> • More than 10 years = 15 points • More than 8 years up to 10 years = 10 points • More than 6 years up to 8 years = 8 points • More than 4 years up to 6 years = 5 points • More than 2 years up to 4 years = 3 points • More than 1 year up to 2 years = 1 points • None of the above = 0 Points 		
EXPERIENCE ON FINANCIAL MANAGEMENT IN SAP		10
Provide detailed CV experience in SAP Financial Management Projects (10) <ul style="list-style-type: none"> • More than 8 years up to 10 years = 10 points • More than 6 years up to 8 years = 8 points 		

<ul style="list-style-type: none"> • More than 4 years up to 6 years = 5 points • More than 2 years up to 4 years = 3 points • More than 1 year up to 2 years = 1 points • None of the above = 0 Points 		
QUALITY OF THE BIDDERS'S PROPOSAL THAT WILL BE MEASURED IN TERMS OF THE LEVEL OF DETAIL, INNOVATION, APPROACH AND METHODOLOGY IN TERMS OF IMPLEMENTATION AS WELL AS THE ABILITY TO MEET THE PROJECT TIMELINE AND MAINTENANCE		15
Project Implementation and Maintenance Plan using PMBOK and PRINCE 2 that indicates the following:		
<ul style="list-style-type: none"> • Detailed Project Implementation Plan relating to the scope of work p6 including resources, deliverables, and clearly defined timelines = 5 points 		
<ul style="list-style-type: none"> • Clearly defined risk and mitigation plan = 5 points 		
<ul style="list-style-type: none"> • A Skills Transfer Plan developed in line with the terms of Reference should include the following= 5 points <ul style="list-style-type: none"> ○ Technical skills to transfer SAP Abab, SAP Process Integration (PI) and SAP Process Orchestration (PO). ○ The following business units will require technical training; <ul style="list-style-type: none"> ▪ EGOV SAP team (+-8 people), ▪ GDED ICT (6 people) and ▪ GLB business users require super and normal user training (+- 50 people) 		
THRESHOLD		75
TOTAL TECHNICAL EVALUATION CRITERIA		100

NOTE:

1. **ANY BIDDER THAT SCORES LESS THAN 75 POINTS AND DOES NOT MEET THE STIPULATED MINIMUM THRESHOLD SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS; I.E. PRICING AND PREFERENCE POINTS.**

Stage 2: Price/Preference Points Evaluation:

This bid will be evaluated in terms of the Preferential Procurement Policy Framework Act regulations, wherein the following points are allocated:

Price points	80
BBBEE points	20

In terms of the **Preferential Procurement Regulations, 2017**, 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

Security Screening

The successful bidder will be subjected to security screening or background check inclusive of their respective employees directly involved in this project. Therefore it is required for the bidder to provide company documentation and Identity Documents, Curriculum Vitae (CVs) and any other documentation required of key members on the team, to the Department for security verification process.

8 General

- Non-compulsory virtual briefing sessions will be scheduled and held by the Gauteng Department of Economic Development.
- The plan of work is to include detailed tasks and the resources to be made available from the Gauteng Department of Economic Development.
- Additional hardware required for the implementation must be outlined in advance to the Gauteng Department of Economic Development to be made available.
- The platform developed is to be treated as confidential, and will be the property of the Department, and will be used only with the permission of the Department.
- No presentations of the reports or findings of the study may be made without the prior permission of the Department.
- Copyright of information obtained through the course of the study is the property of the Gauteng Department of Economic Development and may not be sold or reproduced by the consultant without the prior permission of the Gauteng Department of Economic Development.

9 Bid Prices

Bidders must express prices for their service in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Prices will remain firm for the duration of the contract (i.e., 36 months).

10 Payment Conditions

Service providers will be paid within thirty (30) days after receipt of valid/legitimate invoices. Payments will be processed per deliverable accomplished to the as per the signed Service Level Agreement (SLA) by the Head of Department.

On delivery and submission of project report of each phase an invoice can be submitted for work completed.

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to section 38 (1) (f) of the PFMA and Treasury Regulation 8.2.3 an executive decision was taken to make electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful.

Assistance will be provided to the successful supplier(s) in this regard once the tender adjudication and awarding processes have been concluded and a supplier or supplier(s) appointed.

11 Submission Of Bids

The submissions must be made in two separate envelopes, containing the following.

- Envelope 1 – must contain, I hard copy of the technical proposal, which is inclusive of SBD 1 and 4.
- Envelope 2 – must contain the pricing schedule and Section 2: which is inclusive of SBD 3.3, and 6.1.
- The submissions must be clearly marked with the tender name and the tender number and submitted at Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.
- This document is confidential and is not to be distributed to any parties other than the intended recipient.

PROCUREMENT ENQUIRIES :

Hlamalani HB. Masetoni

TEL: (011) 355 8126

EMAIL:Hlamalani.Masetoni@gauteng.gov.za

Funanani.Phidza@gauteng.gov.za

TECHNICAL ENQUIRES

Funanani Phidza

TEL: (011) 355 8401



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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
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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
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21. Delays in the supplier's performance
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25. Force Majeure
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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)
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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)