

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
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, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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



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REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



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Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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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	
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- 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	
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- 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)

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

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

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

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

Signature		Date	
Position		Name of Bidder	



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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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 Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- **Stage One**—

- **Stage Two**—

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SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

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

**GAUTENG DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT AND ENVIRONMENT**

TERMS OF REFERENCE

FOR

**THE APPOINTMENT OF A SERVICE PROVIDER TO DRAFT
THE PROPOSED GAUTENG WASTE MINIMISATION
REGULATIONS FOR A PERIOD OF 12 MONTHS**

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1. BACKGROUND

This Terms of Reference (ToR) outlines the specifications for the appointment of a service provider to assist with the drafting of the proposed Gauteng Waste Minimisation Regulations (GWMR). The objective of the proposed regulations will be to regulate and manage waste minimisation in Gauteng and to promote separation, recovery, sorting and recycling as a viable and strategic option to manage waste in a sustainable manner. The Regulations are to compel waste generators to sort and recover waste at source and contribute to diversion of recyclable waste from landfills.

The Gauteng Provincial Government (“the GPG”) is fulfilling its mandate of environmental protection by discharging its authority stipulated in the National Environmental Management: Waste Act 59 of 2008 (as amended) (“the NEM:WA”). Through, the development and implementation of the proposed Gauteng Waste Minimisation Regulations, the GPG seeks to achieve the goals set in the NEM:WA and the National Waste Management Strategy (NWMS). The revised NWMS, approved by Cabinet in September 2020, provides a framework and strategy for the implementation of the NEM:WA and outlines government’s policy and strategic approach to waste management.

The NWMS has set out the following 3 pillars and expected outcomes for the waste management sector in the next 5 years, namely:

- i) Prevention of waste, and where waste cannot be prevented, to ensure compliance with set targets of 40% waste diverted from landfill within 5 years; 55% within 10 years; and at least 70% within 15 years, leading to Zero-Waste going to landfill.
- ii) South Africans to live in clean communities with waste services that are well-managed and financially sustainable; and
- iii) The mainstreaming of waste awareness and a culture of compliance resulting in zero tolerance of pollution, litter, and illegal dumping.

Although the NEM:WA advocates for a hierarchical approach to waste management where landfilling must be the last resort, in Gauteng and South Africa in general, disposal by landfill remains the main method of waste disposal. The *status quo* analysis indicates that Gauteng landfill sites airspace is being depleted at a fast rate, thus most municipal landfills in Gauteng are left with ≤ 5 -10 year's landfill airspace. There are currently no significant waste minimisation programmes across Gauteng municipalities. The municipalities in Gauteng have not implemented waste separation at source at any significant scale, as per targets stipulated in the 2011 NWMS and the revised targets as set out in the NWMS 2020. The recovery of recyclable materials has been largely due to an active and growing informal waste sector, as well as the small waste enterprises in the form of buy-back centres, cooperatives, and waste pickers. There is an urgent need to upscale waste minimisation activities in Gauteng through various programmes, including separation of waste at source, recovery, and processing of waste through recycling, mechanical and chemical treatment of organic waste and beneficiation of construction and demolition (C&D) waste, as well as alternative waste treatment technologies (including waste to energy).

Additionally, the GPG aims to grow the secondary resources sector (which includes the waste sector) from 0.51% of Gross Domestic Product (GDP) to between 1.0 – 1.5% of GDP, as a means of contributing towards the larger challenges facing South Africa, amongst others poverty, unemployment, and inequality. Recycling has been identified as one of the key programmes towards unlocking the opportunities in the secondary resources sector. There is a great need to harness the current waste quantities and use these to create green jobs whilst building a circular economy for Gauteng.

This will also be achieved through the participation of the waste producers in line with the Extended Producer Responsibility (EPR) Regulations that were promulgated by the Minister of Department of Forestry, Fisheries, and the Environment (DFFE) on 05 May 2021. The EPR scheme is aimed at ensuring that maximum recyclable waste material is recovered by the producers and beneficiated accordingly.

In order to achieve significant diversion of waste from the landfill to achieve both the Growing Gauteng Together (GGT) 2030 and the NWMS 2020 strategy targets, there is an urgent need to up-scale waste minimisation activities in Gauteng through various programmes including:

- Mandating separation of waste at source.
- Collaborating with Producers and Producer Responsibility Organisations (PROs) in the EPR schemes.
- Upscaling waste recovering facilities.
- Seeing to the mandatory banning of certain identified waste streams at the landfills.
- Processing of organic waste through composting and treatment of other organic waste streams including food waste.
- Processing and beneficiation of construction and demolition waste; as well as
- Establishing other proven Alternative Waste Treatment Technologies (AWTT), which include waste to energy technologies.

The Gauteng Department of Agriculture, Rural Development and Environment (GDARDE) developed a Waste Minimisation Plan in 2009 shortly after the promulgation of the NEM:WA. This Plan sets out a policy framework for implementing waste minimisation initiatives in Gauteng, particularly separation of waste at source.

The lack of stringent regulatory framework for waste minimisation poses a major risk for Gauteng in the medium to long term. In line with the NEM:WA and the NWMS as well as the Provincial Waste Minimisation Plan (2009), Gauteng proposes to exercise its legislative mandate by developing a regulatory framework to fast track waste minimisation in Gauteng. The development of provincial Waste Minimisation Regulations for Gauteng will ensure the implementation of the waste minimisation of waste by all relevant sectors within stipulated timeframes in order to achieve the waste minimisation targets.

2. PROBLEM STATEMENT

The service provider is required to research, draft and manage the process of drafting the Gauteng Waste Minimisation Regulations. The envisaged Gauteng Waste Minimisation Regulations will assist the provincial government, municipalities, industries, non-governmental organisations (NGOs) and other stakeholders to manage and divert waste from landfill.

Landfill sites airspace is being depleted in Gauteng at a faster rate and most municipal landfills in the province are left with ≤ 5 -10 year's landfill airspace. There is currently no significant diversion of waste from landfills and the current waste minimisation programmes (such as waste separation at source) are mostly at pilot phase across Gauteng municipalities.

The province is generating a high volume of recyclable waste materials and the proposed regulations will make it mandatory to divert recyclables from landfill to prolong the lifespan of waste facilities or landfill sites. As a means to a sustainable way of addressing the issue, the proposed Gauteng Waste Minimisation Regulations will also be eminent for sorting the recyclables from different value chains such as households, informal settlement, communal settlement, offices, business, industries, factories and public places. The envisaged Gauteng Waste Minimisation Regulations will help the province to separate waste, recover and recycle waste and also to prolong the lifespan of landfill in the province.

3. OBJECTIVES

The objective of this ToR is to set specifications for the appointment of a service provider to draft the envisaged Gauteng Waste Minimisation Regulations.

The main objectives of the proposed provincial Gauteng Waste Minimisation Regulations are:

- 3.1 To regulate waste minimisation in Gauteng with the aim to fast-track programmes that will ensure the GPG meet the National and Provincial targets for waste diversion.
- 3.2 To standardise the requirements for waste minimisation in Gauteng for the relevant subsectors in the Waste Sector.
- 3.3 To address the urgent lack of airspaces facing municipalities in Gauteng and to extend the lifespan of the remaining operational landfills.
- 3.4 To ensure establishment of various waste recovery, processing and treatment infrastructure in Gauteng.
- 3.5 To enable the establishment of Public Private Partnerships (PPP) for development and implementation of the waste minimisation programmes.
- 3.6 To assist municipalities to incorporate waste minimisation requirements into the waste management by-laws through the development of a standardised by-law model; and
- 3.7 To change the *status quo* of waste disposal in Gauteng in terms of planning, compliance as well as diversion of waste, to save remaining landfill airspace.

4. SCOPE OF WORK FOR SERVICE PROVIDER

The successful service provider is expected to draft the proposed Regulations as outlined below.

DELIVERABLE	ACTIVITY	COMMENT	QUANTITIES
Project proposal	Activities, timeframes, itemised budget	Project Schedule	1
Primary Data Collection and Analysis	Review Regulations and/or Policies and Case Study Interviews: Departments (National and Provincial), municipalities (metros, districts and locals), parastatals, utilities, recycling industries, business or commercial, retailers, reclaimers, buy-back centres, recycling agents, recyclables	- City of Tshwane Metropole - City of Johannesburg Metropole - City of Ekurhuleni Metropole - Sedibeng District - West Rand District - Lesedi Local - Midvaal Local	At least 20 reviews A total of 210 interviews conducted as follows: 40 per Metropolitan, 15 per District, 10 per Local Municipality

DELIVERABLE	ACTIVITY	COMMENT	QUANTITIES
	collectors, waste pickers, collection centres, NGOs, community-based organisations (CBOs), households, individuals, religious houses, institutions of higher learning and schools across the province.	• Emfuleni Local • Mogale City Local • Rand West City Local • Merafong City Local	
	Questionnaires: Departments (National and Provincial), municipalities (metros, districts and locals), parastatals, utilities, recycling industries, business or commercial, retailer, reclaimers, buy-back centres, recycling industries, recycling agents, recyclables collectors, waste pickers, collection centres, NGOs, CBOs, institutions of higher learning, schools' households, individuals and religious houses across the province.	• City of Tshwane Metropole • City of Johannesburg Metropole • City of Ekurhuleni Metropole • Sedibeng District • West Rand District • Lesedi Local • Midvaal Local • Emfuleni Local • Mogale City Local • Rand West City Local • Merafong City Local	A total of 605 questionnaires distributed as follows: 115 per Metropolitan, 40 per District, 30 per Local municipality with mentioned parties
Drafting of the proposed Regulations (Preparing First Draft)	• Cover page • Schedule • Table of contents • Chapter 1 ◦ Definitions and purpose of the Regulations ◦ Application of the Regulations • Chapter 2 ◦ Prohibitions • Chapter 3 ◦ Requirement for the separation of waste at source (households, informal settlement, communal settlement, farm or plot area, office,	Detailed content for each aspect	1

DELIVERABLE	ACTIVITY	COMMENT	QUANTITIES
	industrial, factory, business, retailer, church, school, tax rank, bus terminal, zoo, mall and stadium) • Chapter 4 ◦ Requirement for waste transporter • Chapter 5 ◦ Requirement for recycling facility • Chapter 6 ◦ Requirement for cage, container, bin, bag or skip colour coding • Chapter 7 ◦ Enforcement • Chapter 8 ◦ General matters ◦ Offences ◦ Penalties ◦ Short title and commencement		
Public participation on First Draft	Consultation sessions with various stakeholders (National and Provincial), municipalities (metros, districts and locals), parastatals, utilities, recycling industries, business or commercial, retailer, reclaimers, buy-back centres, recycling industries, recycling agents, recyclables collectors, waste pickers, collection centres, NGOs, CBOs, households, individuals, religious houses, institutions of higher learning, schools across the province	• City of Tshwane Metropolitan • City of Johannesburg Metropolitan • City of Ekurhuleni Metropolitan • Sedibeng District • West Rand District • Lesedi Local • Midvaal Local • Emfuleni Local • Mogale City Local • Rand West City Local • Merafong City Local	• 11 Virtual Meetings to be conducted in 11 municipalities • 11 one on one meetings with Waste Management Officers (WMO) • 11 Public Meetings

DELIVERABLE	ACTIVITY	COMMENT	QUANTITIES
Redrafting of the Draft Regulations with Reference to Data Collected during Public Participation (Preparing Final Draft)	• Cover page • Schedule • Table of contents • Chapter 1 ◦ Definitions and purpose of the Regulations ◦ Application of the Regulations • Chapter 2 ◦ Prohibitions • Chapter 3 ◦ Requirement for the separation of waste at source (households, informal settlement, communal settlement, farm or plot area, office, industrial, factory, business, retailer, church, school, tax rank, bus terminal, zoo, mall and stadium) • Chapter 4 ◦ Requirement for waste transporter • Chapter 5 ◦ Requirement for recycling facility • Chapter 6 ◦ Requirement for cage, container, bin, bag or skip colour coding • Chapter 7 ◦ Enforcement • Chapter 8 ◦ General matters ◦ Offences ◦ Penalties ◦ Short title and commencement	Detailed content for each aspect	1

DELIVERABLE	ACTIVITY	COMMENT	QUANTITIES
Handover of Final Draft	Together with all source documents (including information emanating from Public Participation and Comments and Response Report)	All Literatures, Regulations and Policies reviewed during drafting process	1

5. SKILLS, EXPERIENCE AND MANAGEMENT

- 5.1 The service provider should have both the skill and the experience to develop regulations or policies as set out in this Terms of Reference (ToR).
- 5.2 The service provider will be held responsible to ensure the delivery of the final product to the department as outlined in this ToR. The skills and experience required are as follows:
- must have experience in developing legislation and/ or policies.
 - written communication skills; and
- 5.3 After appointment, the service provider will meet with the relevant officials of the GDARDE to establish the following:
- Confirm the scope of work
 - Agree on time frames and deliverables

6. SKILLS TRANSFER PLAN

- 6.1 The service provider must make provision for skills transfer to officials of the GDARDE in terms of the policy writing and outreach coordination programme.
- 6.2 The service provider must submit a detailed programme/plan for capacity development / skills transfer taking into consideration the following:
- Data collection and analysis.
 - The officials must be given hands-on practical experience on the methodology and drafting of the regulations.

7. CONFIDENTIALITY

- 7.1 The service provider shall not, during the term of the agreement and thereafter, without prior written consent of the GDARDE, disclose any confidential information relating to the GDARDE and the services to anyone other than those persons who are connected to the GDARDE and who are required or authorised to have access to such information.
- 7.2 The obligation to maintain the confidentiality of information shall supersede the termination of the agreement but will not apply to confidential information which was in the public domain prior to being disclosed by the service provider and has come into the public domain because of being divulged by the service provider.

8. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

- 8.1 Any information provided by the GDARDE to the service provider and documentation produced by the service provider in performance of the services, shall belong to and remain the property of the government of the Republic of South Africa as represented by the GDARDE, and will not be used by the consultant for any purpose other than in accordance with the agreement, or by written permission of the GDARDE.
- 8.2 Upon termination of the agreement for any reason whatsoever, the service provider must return to the GDARDE all materials in its possession which belong to the GDARDE, regardless of whether such materials were originally supplied by the GDARDE to the service provider.

9. CONTRACTUAL ARRANGEMENTS

The following contractual agreements must be adhered to:

- 9.1 Meetings
- The successful service provider will coordinate project management meetings every two months, or as determined by the GDARDE.

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

9.2 Invoices

- All invoices must be submitted through the Gauteng Provincial Treasury online electronic invoice submission (e-invoicing) with a copy addressed to the GDARDE project coordinator.
- Once appointed, an order number will be issued to the service provider, which order number must be used in future financial related correspondence with GDARDE.
- Invoices must reflect the tasks and/or outputs and must include a brief description of work done in relation to the deliverables referred herein.
- A list of the invoices (indicating tangible outputs) that will be submitted for this Project, must be provided as part of the plan of work referred to above.
- Payment will only be made after completion, review and approval of each deliverable received from the service provider. This review will include comparison of the deliverables with the requirements stated herein.
- No up-front payments will be made. The GDARDE will pay for satisfactory completion of work within 30 days of submission of an invoice by the service provider.

- Travelling costs related to the project should not be billed separately outside the project cost.

9.3 Reporting

- The Service Provider will report directly to the GDARDE Project Coordinator, who will serve as contact person for the Department. The Project Coordinator will coordinate the GDARDE's inputs into the Regulations.

9.4 Deliverables

- The successful service provider will be required to submit a project schedule (Gantt Chart format) which will be agreed upon with the GDARDE.
- Primary Data Collection and Analysis.
- Drafting of the Regulations (Preparing First Draft) which contains methodological approach for the consultation process with the relevant stakeholders identified.
- Public Participation on the First Draft should include delivery date, as well as a communication strategy and commenting period for draft document are also to be specified in the project plan.
- Redrafting of the Regulations with Reference to Data Collected during the Public Participation (Preparing Second Draft).
- The following documents/information must be prepared in line with the scope of work above:
 - o Every two months - progress reports to the Project Management Team.
 - o Documented workshops, Project Team and Project Steering Committee meetings held and recorded.
 - o Power Point presentation of the outputs of the project (a copy must be available for Departmental use at any given time).
- The service provider must establish the Project Peer Review Team in line with the specialist chapters to ensure that the output is relevant, informative and provides progressive solutions.
- The service provider must develop an environmental performance dashboard to

highlight long term environmental improvement and/or transformation in the province.

- The service provider will see to the publication and printing of 1000 copies of the final Regulations. The Regulations should be graphically designed on glossy paper as per agreement with the GDARDE.
- The electronic copy must be produced in latest high quality, print ready and copy friendly PDF version, compatible with the GDARDE IT systems. The electronic report should be graphically designed as per agreement with the GDARDE.
- All reports are to be graphically designed and bound with GDARDE's approved cover page designed for the Regulations. All documents developed are the property of the GDARDE and are to be used or distributed only with the permission of the GDARDE.
- The service provider must source relevant content and specific photos for use in the regulations, all photos sourced are to be handed over to the GDARDE with all other project deliverables.
- The successful bidder should budget for the potential acquisition of data held by other institutions that will be required for the Regulations.
- The regulations may not be presented without the prior permission of the GDARDE.
- All documentation and presentations must comply with the GDARDE and GPG Corporate Identity requirements. Compliance must be ensured in consultation with the Project Coordinator before documentation is produced.
- The billing plan aligned to the project schedule should be submitted to GDARDE for approval during the Inception Meeting.
- The service provider may not for any purpose utilise any meetings, workshops and stakeholder engagement commissioned during this process to market its business.
- The service provider should at the end of the project submit a post closure report that include all the photos used, and work done on the Project prior to the payment of the final invoice.

9.5 Contract

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

10. EVALUATION CRITERIA

This tender will be evaluated and adjudicated in terms of the Public Finance Management Act 1999, the Procurement Policy Framework Act 2000, read with the Preferential Procurement Regulations 2022, the GDARDE Supply Chain Policy and the National Treasury Regulations and any other applicable legislation.

The bid will be evaluated in terms of the two stages stated below:

- **Stage 1A: Administrative Compliance**
- **Stage 1B: Functionality**
- **Stage 2: Preference Point System (Price and Specific Goals)**

The first stage of the evaluation of bids will consist of Administrative Compliance and Functionality (desktop) evaluation. During these stages, bids that do not meet the criteria and/or the minimum threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e., Preference Point System. It must be noted that the functionality points allocated will not form part of the total preference points.

10.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE

Mandatory Returnable Documents:

Bidders must fully and duly complete, sign and submit all returnable documents and attached all required documents as listed below. The bids that do not comply with the mandatory requirements will not be considered for further evaluation

A Bidder must submit the following documents:

- a) Completed and signed Invitation to Bid Form SBD 1.
- b) Completed and signed Bid Commitment and Declaration of Interest Form SBD 4.
- c) Completed and signed Preference Points Claim Form SBD 6.
- d) Price Schedule (SBD 3.3) and Project Proposal including itemised budget breakdown.

Other Returnable Documents:

A Bidder is also required to submit the following documents:

- e) Proof of National Treasury Central Supplier Database (CSD) registration including the detailed CSD Registration Report, outlining the ownership information
 - o In the case of a partnership/ consortium/ joint-venture, submit proof of CSD registration for each party.
- f) A Tax Compliance Status Pin letter from SARS
 - o In the case of a partnership/ consortium/ joint-venture, submit a Tax Compliance Status Pin letter from SARS for each party.
- g) In the case of a partnership/ consortium/ joint-venture, a certified copy of the teaming agreement signed by all party representatives. The agreement must clearly indicate the leading partner and must stipulate the percentage revenue split between the parties.
- h) With regards to B-BBEE:
 - o An original and valid B-BBEE Status Level Verification Certificate, issued by a SANAS accredited agency (or a certified copy thereof) **OR**
 - o An original and valid Sworn Affidavit (DTIC template) or B-BBEE Certificate issued by the Companies & Intellectual Property Commission (CIPC) on behalf

of the DTIC, which serves as an affidavit for qualifying EME/QSE (or a certified copy thereof).

Please Note:

- ***Sworn Affidavits must be signed and dated by the deponent and attested to by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act of 1963 and as prescribed by the B-BBEE Codes of Good Practice.***
- ***In case of a partnership/ consortium/ joint-venture, a Bidder must submit an original and valid consolidated B-BBEE Certificate, issued by a SANAS accredited agency (or certified copies thereof).***

10.2 STAGE 1B FUNCTIONALITY EVALUATION

The total functionality points are **100** and the **minimum threshold is 70 points**. Bidders that do not meet the minimum threshold for functionality will be disqualified and will not be considered for further evaluation. It must be noted that the allocated functionality points will not form part of the total Preference Points System.

Evaluation Criteria	Sub Criteria	Maximum number of Points
1. Bidder's Experience	1.1. Bidder's experience in drafting legislation and/or policies. 1.1.1. Proof of 5 or more project completion letters/ certificates with contactable references indicating the scope of the projects completed = 20 points 1.1.2. Proof of 4 project completion letters/ certificates with contactable references indicating the scope of the projects completed = 16 points 1.1.3. Proof of 3 project completion letters/ certificates with contactable references indicating the scope of the projects completed = 12 points	20

	1.1.4. Proof of 2 project completion letters/ certificates with contactable references indicating the scope of the projects completed = 8 points 1.1.5. Proof of 1 project completion letter/ certificate with contactable references indicating the scope of the projects completed = 4 points 1.1.6. Submission of project experience not relevant to the selection criteria = 0 points	
2. The Project Manager's qualification	2.1. Project Manager's qualifications [attach Curriculum Vitae (CV)] indicating qualifications and certified copies of qualifications. 2.1.1. PhD degree in Environmental Management/ Environmental Science of Project Manager = 10 points 2.1.2. Master's degree in Environmental Management/ Environmental Science Project Managers = 8 points 2.1.3. Honours' degree in Environmental Management/ Environmental Science of Manager= 6 points 2.1.4. Bachelor's degree in Environmental Management/ Environmental Science Manager = 4 points 2.1.5. Diploma in Environmental Management/ Environmental Science Project Manager = 2 points 2.1.6. Submission of qualification not meeting the criteria = 0 points	10
3. Project Manager's experience	3.1. Project Manager's experience in development of legislation and/or policies [attach Curriculum Vitae (CV)] indicating experience. <i>The Project Manager should have minimum of 5 years' experience in development of environmental waste policy, regulations, norms and standards and/ or by-laws:</i>	10

	3.1.1. Five (5) years or more of Project Manager experience = 10 points 3.1.2. Four (4) years Project Manager experience = 8 points 3.1.3. Three (3) years Project Manager experience = 6 points 3.1.4. Two (2) years Project Manager experience = 4 points 3.1.5. One (1) year Project Manager experience = 2 points 3.1.6. Experience not meeting the criteria = 0 points	
4. Project Team Members (excluding Project Manager) qualification and experience	The relevant qualifications and experience of individual team members (attach Curriculum Vitae (CV) indicating experience and certified copies of qualifications) The Project Team must as a minimum comprise of the following qualified and experienced professionals: – Researcher – Legal Drafter – Environmental Waste Manager	60
	4.1. Researcher (qualifications) 4.1.1. PhD degree in Environmental Management/ Environmental Science = 10 points 4.1.2. Master's in Environmental Management/ Environmental Science = 8 points 4.1.3. Honours degree in Environmental Management/ Environmental Science = 6 points 4.1.4. Bachelor's degree in Environmental Management/ Environmental Science = 4 points 4.1.5. Diploma in Environmental Management/ Environmental Science = 2 points 4.1.6. Submission of qualification not meeting the criteria = 0 points	10

	4.2. Legal Drafter (qualifications) 4.2.1. Doctorate (LLD) in legislative drafting/interpretation = 10 points 4.2.2. Master's degree (LLM) in legislative drafting/interpretation = 8 points 4.2.3. Honour's degree (LLB) Diploma in legislative drafting/interpretation = 6 points 4.2.4. Bachelor's degree focusing on legislative drafting/interpretation = 4 points 4.2.5. Diploma Bachelor's degree dealing with legislative drafting/interpretation = 2 points 4.2.6. Other or no qualification in legislative drafting/interpretation = 0 points	10
	4.3. Environmental Waste Manager (qualifications) 4.3.1. PhD degree in Environmental Management/ Environmental Science = 10 points 4.3.2. Master's degree in Environmental Management/ Environmental Science = 8 points 4.3.3. Honours' degree in Environmental Management/ Environmental Science = 6 points 4.3.4. Bachelor's degree in Environmental Management/ Environmental Science = 4 points 4.3.5. Diploma in Environmental Management/ Environmental Science = 2 points 4.3.6. Submission of qualification not meeting the criteria = 0 points	10
	4.4. Researcher (experience) 4.4.1. Five (5) years or more research experience = 10 points 4.4.2. Four (4) years research experience = 8 points	10

4.4.3. Three (3) years research experience = 6 points	
4.4.4. Two (2) years research experience = 4 points	
4.4.5. One (1) year research experience = 2 points	
4.4.6. Experience not meeting the criteria = 0 points	
4.5. Legal Drafter (experience)	10
4.5.1. Five (5) years or more legal drafting experience = 10 points	
4.5.2. Four (4) years legal drafting experience = 8 points	
4.5.3. Three (3) years legal drafting experience = 6 points	
4.5.4. Two (2) years legal drafting experience = 4 points	
4.5.5. One (1) year legal drafting experience = 2 points	
4.5.6. Experience not meeting the criteria = 0 points	
4.6. Environmental Waste Manager (experience)	10
4.6.1. Five (5) years or more experience = 10 points	
4.6.2. Four (4) years' experience = 8 points	
4.6.3. Three (3) years' experience = 6 points	
4.6.4. Two (2) years' experience = 4 points	
4.6.5. One (1) year experience = 2 points	
4.6.6. Experience not meeting the criteria = 0 points	
TOTAL	100
THRESHOLD	70

10.3 STAGE 2: PREFERENCE POINT SYSTEM (PRICE AND SPECIFIC GOALS)

In terms of Regulations 4 of the Preferential Procurement Regulations, 2022 (the PPR), the tender will be evaluated on the 80/20 Preference Point System, **80 Points** will be allocated for **Price** and **20 points** for **Preference points**.

PREFERENCE POINT SYSTEM	POINTS
Price	80
Specific Goals	20

Price:

In terms of Regulation 4.(1) of the PPR, a maximum of 80 points is allocated for price and calculated using the formula:

$$Ps = 80 \times \{1 - (Pt - Pmin) \div Pmin\}$$

Where:

Ps = Points score for price

Pt = Comparative price of tender under consideration

Pmin = Comparative price of the lowest acceptable tender

Specific Goals:

In terms of Regulation 4.(2) of the PPR 2022, a maximum of 20 points is allocated for the Department's Specific Goals identified below:

Specific goals (HDI-Historical disadvantage individuals)	Number of Points
Black owned	10
Women owned	5
People with disabilities owned	5

To qualify for the total allocated points per Specific Goal, a Bidder must submit evidence of **100% ownership** for the specified Historically Disadvantaged Individuals (HDI) categories. A Bidder must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points. A Bidder's verified ownership percentage relevant to the identified Specific Goal listed above, will be applied on a **pro-rata basis to the number of points available, if not 100% owned**.

Ownership verification process:

- Bidder's CSD Report will be used for scoring and evaluating of the above ownership percentages.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the

points claimed by the Bidder, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.

- In the case of a partnership/ consortium/ joint-venture, only a valid consolidated B-BBEE Status Level Verification Certificate will be usage for evaluation purposes.
- Refer to paragraph 10.1 “*Other Returnable Documents*” for further guidance on B-BBEE certificates and/or sworn affidavits.
- Copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability.
- Bidder's ownership status that cannot be verified for evaluation purposes will forfeit the allocated points for Specific Goals.

Note: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended at the date of tender closure, and the Department's Supply Chain Management Policy.

11. SUBMISSION OF PROJECT PROPOSAL

A copy of the project proposal and supporting documentation must be submitted to **Gauteng Treasury, Imbumba House, 75 Fox Street, Marshalltown. Johannesburg** marked with the relevant tender number.

Proposals must be compiled in the following manner:

- Clear indexing of the proposal content must be included;
- One original proposal (marked 'original') must be submitted.

A proposal must be delivered and sealed. The following information must appear on the outside of the sealed proposal:

- Name of Bidder
- Description of proposal
- RFP Number
- Closing date and time

12. PREVIOUS EXPERIENCE AND CLIENT REFERENCES

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

The below template can be used as a guide:

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

13. DURATION

The contract will be for a period of 12 months.

14. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

- 14.1 In order for GDARDE to consider the Bidder's response to the RFP to become a service provider of GDARDE, it will be necessary for GDARDE to process certain personal information which the Bidder may share with GDARDE, for the purpose of the response to RFP, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").
- 14.2 GDARDE will process the Bidder's Personal Information in accordance with GDARDE's applicable policies and manuals, with reference to the POPIA.
- 14.3 Personal Information will be processed by GDARDE for purposes of assessing the Bidder's submission in relation to the RFP, i.e., the purposes of assessing current services/goods required by GDARDE. GDARDE may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to conduct verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDARDE's authorised verification agent(s) and service provider(s) will access Personal Information and conduct background screening.
- 14.4 By virtue of submitting any document containing personal information in response to the RFP, the Bidder agrees and voluntarily consents to GDARDE's processing of the Bidder's Personal Information for the purposes of evaluating its RFP submission, including to confirm and verify any information provided in the submission and Bidder gives GDARDE permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to GDARDE and the Bidder agrees that the Personal Information may be disclosed by GDARDE to third parties, including GDARDE's affiliate(s), service provider(s) and associate(s) (some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraw its consent at any stage, GDARDE may be unable to process Bidder's RFP.

15. GDARDE CONTACT PERSONS

Supply Chain related enquiries may be directed to:

Ms. Lindi Ngati

Supply Chain Management

Email: ursula.ngati@gauteng.gov.za

Technical enquiries may be directed to:

Mr. Edwin Moila

Pollution and Waste Management

Email: Edwin.moila@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)