 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		Request for Proposal			Page 1 of 3					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

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

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



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Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

RETURNABLE ATTACHMENT**GAUTENG PROVINCE**

TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

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

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

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

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

Privacy Laws Compliance Clause

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

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ ensure the lawful processing of Personal Information
 - ✓ secure the integrity and confidentiality of such Personal Information;
 - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
 - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
 - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
 - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS	
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3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
* **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED	
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7.

AUTHORISATION	INDICATE
Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)	Y <input type="checkbox"/> <input type="checkbox"/> N <input type="checkbox"/> <input type="checkbox"/>

8.

DECLARATION	INDICATE
Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?	Y <input type="checkbox"/> <input type="checkbox"/> N <input type="checkbox"/> <input type="checkbox"/>



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



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 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	Y					N			
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y					N			
If no, furnish reasons for non-submission of such proof									

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y					N			
If YES, furnish particulars									

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y					N			
If so, furnish particulars									

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y					N			
If so, furnish particulars									

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y					N			
If so, furnish particulars									



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Bid Commitment and Declaration of Interest

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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Peral Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars:					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



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Declaration of Bidder's Past Supply Chain Management Practices

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CERTIFICATION


I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name, Position & Signature of Bidder


DATE:
ADDRESS:

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

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Special Conditions</h2>	Page 2 of 3

EVALUATION METHODOLOGY

Bidders must complete all compulsory documents as required and attach them to their tender document, failing which the bid shall not be considered for further 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 eliminated from further evaluation


Stage 2

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

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

- Stage One-

- Stage Two-

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Special Conditions</h2>	<p style="margin: 0;">Page 3 of 3</p>

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.


=====

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						

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ABBREVIATIONS

GPT:	Gauteng Provincial Treasury
SBD:	Standard Bidding Document
RFP:	Request for Proposal
GCC:	General Conditions of Contract
GPG:	Gauteng Provincial Government
PPPFA:	Preferential Procurement Policy Framework Act
B-BBEE:	Broad Based Black Economic Empowerment
SANAS:	South African National Accreditation System
SANS:	South African National Standard
ISO:	International Standard Organization
QSE:	Qualifying Small Enterprises
EME:	Exempted Micro Enterprises
CIPC:	Companies and Intellectual Property Commission
NEMA:	National Environmental Management Act
NEMWA:	National Environmental Management Waste Act
OHS:	Occupational Health and Safety Act
DAFF:	Department of Agriculture, Forestry and Fisheries
GWIS:	Gauteng Waste Information System
PPE:	Personnel Protective Equipment
SAQA:	South African Qualification Authority
SETA:	Sector Education and Training Authority
PFMA:	Public Finance Management Act
TCS:	Tax Compliance Status

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1. THE PROJECT BACKGROUND AND GOALS

1a. THE USER BACKGROUND TO THE PROJECT EFFORT

- Gauteng Provincial Treasury (GPT) seeks to appoint a credible bidder to render hygiene and pest control services for a period of three (3) years at the following office: Imbumba House, 75 and 77 Fox Street, Marshalltown.

1b. GOALS OF THE PROJECT

- To invite and find suitably qualified bidders to submit proposals to render hygiene and pest control services to the Gauteng Provincial Treasury for a period of three (3) years. This is to ensure that the Department comply with Occupational Health and Safety (OHS) Act, 85 of 1993 by protecting and providing a safe and healthy working environment to all employees.
- Provide anti-bacterial solution for the bathroom environment including good pest control service program to protect all employees from any infestations and their associated risks.

2. THE CUSTOMER AND STAKEHOLDERS

- Gauteng Provincial Treasury

2a. GENERAL CONDITIONS

Request for Proposal (RFP) PACK


- General conditions are stipulated in the various documents which make up the RFP pack.

2b. THE USE OF SUBCONTRACTORS

- No part of the work covered by the contract may be let or sub-let to persons including companies, unless authorised in writing by the Accounting Officer, in which case, the Preferential Procurement Regulations 2017, Section 12 must be applied, which authority, if granted, shall not in any way absolve the contractor of any liability which might result from the contract.

3. APPLICABLE STATUTORY AND REGULATORY DOCUMENTS

- The National Environmental Management Waste Act, 2008 (Act No. 59 of 2008)
- Health Care Risk Waste Management Regulation
- Gauteng Waste Information Regulations, 2004
- National Waste Information Regulations, 2012
- Hazardous Substance Act, 1973 (Act No. 15 of 1973) as amended
- Occupational Health and Safety Act, 1993 (Act No.85 Of 1993)
- Fertilizers, Farm Feeds, Agricultural and Stock Remedies Act, 1947 (Act No. 36 of 1947)
- Government Notice No. R.98 of 18 February 2011
- Skills Development Act, 1988 (Act No. 97 of 1988)

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3.1 NATIONAL STANDARDS

- SANS 10234:2019: Globally Harmonized System of classification and labelling of chemicals (GHS)
- SANS 10231:2019: Transport of dangerous goods by road-operational requirements
- SANS 10206:2020: The handling, storage and disposal of pesticides
- SANS 10204: 2013: The application of fumigants
- SANS 10124: 2018 The application of soil insecticides for the protection of buildings

4. SERVICE AND/OR PRODUCT REQUIRED

4.1 HYGIENE SERVICES:

- a. The appointed bidder will be expected to supply, deliver, install, maintain and replenish hygiene equipment and chemicals

4.1.1 HYGIENE PRODUCTS REQUIRED

- a. Auto surface-mounted hand soap dispensers
- b. Auto Slimroll hand paper-towel dispensers
- c. Paper towel waste bins (wall mount)
- d. Sanitary disposal bin (SHE Bins)
- e. Sanitary (SHE) packet dispensers
- f. Air freshener auto dispensers
- g. Spray toilet seat sanitizer dispensers
- h. Urinal and toilet auto sanitizer dispensers

4.1.2 CONSUMABLE REQUIRED


Monthly Replenishment of:

- a. Paper towel waste bin liners
- b. Sanitary disposal bin (SHE bin) liners
- c. Sanitary disposal packets (SHE packets)
- d. Spray toilet seat sanitizer
- e. Urinal and toilet auto sanitizer

NB: Air freshener sprays must be replenished every two months

Disposal and sanitizing of:

- a. Sanitary disposal bin (SHE bins) every fortnight.
- b. High traffic areas must be cleared on weekly basis (2nd, 4th and 5th floor)


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4.1.3 QUARTERLY DEEP CLEANING

Deep cleaning of bathrooms and kitchens to prevent cross-contamination and the spread of micro-organisms


75 Fox Street – MALE

AREA	Toilets	Urinals	Showers	Hand basins
Gym	1	1	2	1
Ground Floor	4	4	0	3
Auditorium	1	2	0	1
Level-1 First (1 st) Floor staircase	1	2	0	1
Basement 1	3	3	0	3
Total	10	12	2	9
FLOORS 1 TO 9 AND ROOFTOP				
AREA	Toilets	Urinals	Showers	Hand basins
Floor-1	7	6	0	6
Floor-2	7	6	0	6
Floor-3	7	6	0	6
Floor-4	5	6	0	6
Floor-5	7	8	0	8
Floor-6	7	6	1	7
Floor-7	7	6	0	4
Floor-8	5	5	0	6
Floor-9	3	3	1	3
Roof-Top	2	1	Bath	1
Total	57	53	2 & 1 Bath	53

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75 Fox Street - FEMALE

AREA	Toilets	Showers	Hand basins
Gym	2	2	1
Ground Floor	3	1	3
Auditorium	2	0	1
Level-1 First (1 st) Floor staircase	2	0	1
Basement 1	3	0	3
Total	12	3	9
FLOORS 1 TO 9 AND ROOFTOP			
AREA	Toilets	Showers	Hand basins
Floor-1	6	0	6
Floor-2	6	0	6
Floor-3	6	0	6
Floor-4	6	0	6
Floor-5	7	0	9
Floor-6	6	0	6
Floor-7	5	0	6
Floor-8	7	2	8
Floor-9	6	1	4
Roof-Top	2	0	2
Total	57	3	59

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77 Fox Street**Male**

AREA	Toilets	Hand basins	Urinals
Ground Floor	1	1	1
Total	1	1	1

Female

AREA	Toilets	Hand basins
Ground Floor	2	1
Total	2	1

Kitchens – 75 Fox Street


AREA	Kitchens
Ground Floor	2
Floor 1 – Floor 9	2 X per floor
Roof Top	2
Total	22

Kitchens – 77 Fox Street

AREA	Kitchens
Ground Floor	2
Total	2

Overall total for area requiring DEEP CLEANING is as follows: -

- a. Hand basins (male and female) : 132
- b. Toilets (male and female) : 139
- c. Shower rooms : 10 & 1 Bath
- d. Urinals : 66
- e. Kitchens : 24

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4.2 PEST CONTROL SERVICES (QUARTERLY)

75 Fox Street

AREA REQUIRING FUMIGATION	SQUARE METERS (m ²)
Basement 1	3833m ²
Basement 2	3778m ²
Basement 3	2862m ²
Ground Floor	3456m ²
Floor 1	3012m ²
Floor 2 to 8	22442m ²
Floor 9	1840m ²
Rooftop	690 m ²
Outer Perimeter of Imbumba House (75 & 77 Fox Street)	245 m (total distance around the building) X 0,5m (distance from the main wall of the building) = 123 m ²


77 Fox Street

AREA REQUIRING FUMIGATION	SQUARE METERS (m ²)
Ground Floor	325 m ²


5. PRODUCT AND/OR SERVICE DESCRIPTION

5.1 HYGIENE SERVICE

EQUIPMENT	DESCRIPTION	QUANTITY	DIMENSION
AUTO SURFACE-MOUNTED HAND SOAP DISPENSER	<ul style="list-style-type: none"> Must be mounted directly to the wall and manually operated Stainless steel, durable and lockable Refillable with liquid soap Must have window to see soap level Non-drip nozzle Touch Free Must automatically dispense soap when a hand is sensed Measured dispensing Liquid capacity of 1200ml with dispensing dose: 1ml per application 	87	202mm x 72mm x 122mm Net weight: 0,55kg

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AUTO SLIMROLL HAND PAPER- TOWEL DISPENSER	<ul style="list-style-type: none"> • Durable plastic body and lockable • Suitable for high traffic • Touch-free • Paper to hang out for user to pull as and when needed • Must be able to cut and dispense single sheet with same paper length • Must have a window to show how much paper left 	60	Height- 345mm Depth- 180mm Width- 310mm
PAPER TOWEL WASTE BIN (WALL MOUNT)	<ul style="list-style-type: none"> • Durable plastic body • Wall mounted underneath the hand paper towel dispenser • Bracket mounting to remove bin for easy cleaning or replacement • Liner clip – no untidy liner hanging over the bin • High waste capacity to reduce clearing frequency 	59	Height- 600mm Width- 380mm Depth- 240mm
SANITARY DISPOSAL BIN (SHE- BIN)	<ul style="list-style-type: none"> • Durable plastic body • Large central opening for easy disposal • Slim line design to easily fit alongside of the toilet • Fully lined and sealed for increased hygiene and safety • Odour control • The capacity should be 20 litres • Foot pedal model to allow touch free operation 	68	Height- 600mm Depth- 125mm Width- 420mm
SANITARY (SHE) PACKET DISPENSER	<ul style="list-style-type: none"> • Stainless Steel • Surface mounted above the sanitary bin disposal • One bag dispensed at a time • Capacity of 30 bags 	68	Height- 140mm Depth- 30mm Width- 100mm
AIR FRESHNER AUTO DISPENSER	<ul style="list-style-type: none"> • Stainless steel body • Must be able to deliver 3000 metered sprays of concentrated fragrance • Wall mounted in a central area so as to reach the maximum effect • Must have brackets for security 	59	Height – 170mm Depth – 60mm Width – 90mm

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SPRAY TOILET SEAT SANITIZER DISPENSER	<ul style="list-style-type: none"> • One shot foaming system • Touch free, sensor unit for increased hygiene 	137	Height: 275 mm Depth: 110 mm Width: 135 mm
URINAL & TOILET AUTO SANITIZER DISPENSER	<ul style="list-style-type: none"> • Touch free system eliminating potential points of cross-contamination • Infrared sensor activated - 5-7 seconds after use • Automatic and consistent dispensing • Measured dosing system for equal sanitization over service period • Must be professionally installed into the sparge pipes of urinals of toilets to ensure that the chemical is effectively distributed in the water such that it has contact with all surfaces maximizing cleanliness and hygiene 	203	Height: 120 mm Depth: 84 mm Width: 76 mm


5.1.1 ADDITIONAL REQUIREMENTS

All hygiene equipment:

- a. installed remains the property of the bidder and be in a good working condition at all times.
- b. must be designed so as not to have dirt-traps or areas that will harbor dust and/or cause malfunction and/or increase chances of cross-contamination.
- c. quantities for all dispensing equipment required will be for both male and female bathrooms
- d. must be installed by experienced technicians.
- e. must be serviced on a regular basis and the service plan should be scheduled and records available to indicate the type of service rendered.

The successful bidder:

- a. is expected to maintain and repair all equipment for the duration of the contract
- b. will be expected to remove all of their equipment at the end of the contract
- c. is required to ensure that their employees wear neat, clean and identifiable Personnel Protective Equipment (PPE) for ease of recognition when entering the GPT offices.
- d. must provide stainless steel and durable plastic equipment as per the requirement of this specification. All equipment must be silver grey in color.
- e. Is expected to provide all supervision, labour and material necessary to accomplish the service required by the Department.
- f. is required and its employees to obey and comply with the relevant legislation, policies, rules and regulations of the Department.

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5.1.2 CONSUMABLES

- a. All consumables supplied must be environmentally friendly and non-hazardous to the environment.
- b. All consumables must have a batch code and shelf-life must be within the acceptable period of 2-3 years from the date of expiry.
- c. All sanitary waste collected during the service shall be disposed of at a licensed landfill site.
- d. The disposal of sanitary waste shall comply with National Environmental Management Waste (NEMWA) Act 59 of 2008 and Occupational Health and Safety (OHS) Act 85 of 1993
- e. The **CERTIFICATE OF DISPOSAL** must be submitted to the Department for the duration of the contract as proof of compliance to the Legislation and for record purposes.
- f. Sanitizer must have a quick drying effect at the same time killing pathogenic micro-organisms, reducing cross contamination and assist to prevent the spread of diseases.
- g. Sanitizer must have a gentle effect to the skin.
- h. Air freshener must be able to eliminate unpleasant odour and ensure consistent levels of long-lasting freshness.


5.2 PEST CONTROL SERVICE REQUIREMENTS

75 & 77 Fox Street

AREA	DESCRIPTION OF SERVICE	ACTIVITY
Basement 1	Underground parking, storage areas, toilets, lift lobbies, ducts, guardroom, compactor (Refuse Storage Area)	<ul style="list-style-type: none"> • Fumigation • Setting of Bait Stations (mounted on the wall) for Rodents including replenishment of the poison
Basement 2	Underground parking, storage areas, lift lobbies, ducts	<ul style="list-style-type: none"> • Fumigation • Setting of Bait Stations (mounted on the wall) for Rodents including replenishment of the poison
Basement 3	Underground parking, storage areas, lift lobbies, ducts	<ul style="list-style-type: none"> • Fumigation • Setting of Bait Stations (mounted on the wall) for Rodents including replenishment of the poison
Ground Floor	Guardrooms, reception, toilets/showers, kitchens, offices, lifts, auditorium,	<ul style="list-style-type: none"> • Fumigation

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	boardrooms, library, gymnasium, old canteen, server-rooms	<ul style="list-style-type: none"> Setting of Box Bait Stations for Rodents including replenishment of the poison
Floor 1	Offices, boardrooms, kitchens, toilets, passages, stairs and staircases, filling rooms, reception, server rooms	<ul style="list-style-type: none"> Fumigation Setting of Box Bait Stations for Rodents including replenishment of the poison
Floor 2 to 8	Offices, registry, boardrooms, kitchens, toilets, passages, stairs and staircases, store-rooms, server-rooms	<ul style="list-style-type: none"> Fumigation Setting of Box Bait Stations for Rodents including replenishment of the poison
Floor 9	Plant-rooms, offices, boardrooms, kitchens, toilets, passages, stairs and staircases, filling-rooms, server-rooms	<ul style="list-style-type: none"> Fumigation Setting of Box Bait Stations for Rodents including replenishment of the poison
Rooftop	Lift motor rooms, boardrooms, kitchens, toilets, storage areas, stairs and staircases.	<ul style="list-style-type: none"> Fumigation Setting of Box Bait Stations for Rodents including replenishment of the poison
77 Fox Street	Offices, kitchens, bathrooms, store-room, passage to the Ground Floor	<ul style="list-style-type: none"> Fumigation Setting of Box Bait Stations for Rodents including replenishment of the poison
Outer Perimeter (75 & 77 Fox Street)	It is expected that the outer perimeter of the building be fumigated and poison to be for rodents.	<ul style="list-style-type: none"> Fumigation Trapping of rodent poison on holes/cracks identified on the outer wall perimeter (0.5m from the wall) Sealing of holes/cracks on the pavement, 0,5m from the outer-wall of the building – identified as a possible hiding place for rodents or any unwanted insects.

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5.2.1 ADDITIONAL REQUIREMENTS

Pest controller/s:


- a. must have an accredited qualification from South African Qualification Authority (SAQA) and Sector Education and Training Authority (SETA) accredited institution.
- b. must be in a possession of a valid P-registration certificate from the Department of Agriculture, Forestry and Fisheries in line with Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) as amended
- c. must be competent to perform pest control operator responsibilities including all applicable laws and regulations.
- d. must be medically fit in line with Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) as amended (proof from a registered Occupational Health Practitioner) and have not less than 12 months of practicing experience.
- e. shall be in a fully identifiable uniform bearing the company logo or name when performing their duties within the Gauteng Provincial Treasury Department (GPT) premises.
- f. to ensure that appropriate personal protective equipment is worn during application of pesticides (refer to SANS 10206:2020: The handling, storage and disposal of pesticides).

The successful bidder:

- a. must be readily available whenever a call is made for EMERGENCY PURPOSES
- b. must be a registered pest control contractor in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) as amended and the regulations relating thereto as published in Government Notice No. R.98 of 18 February 2011
- c. to ensure that chemical used (pesticides, insecticides, fumigants) are approved and compliant with the Department of Agriculture, Forestry and Fisheries (DAFF), safe and without health hazards towards the GPT employees.
- d. is expected to ensure that the handling, transportation and disposal of pesticides is/are in accordance with the requirements framed under the Hazardous Substance Act, 1973 (Act No.15 of 1973) as amended.
- e. must make available a minimum of 3 Pest control operators of which 1 will be a supervisor/team leader with practicing experience in structural pest control, fumigation and/or weed control field.

Must make available a hard copy Pest Management File with the following information:

- a. Organizations registration certificate with South African Pest Control Association (SAPCA).
- b. Valid P-registration certificate with the Department of Agriculture, Forestry and Fisheries in line with Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act 36 of 1947) as amended for all pest control operators that will be servicing the site.
- c. Valid Compensation for Occupational Injuries and Diseases Act (COIDA) certificate
- d. List of all chemicals (pesticides, insecticides & fumigants) to be used and their Material Safety Data Sheets (MSDS)
- e. Method of application, frequency and equipment to be used

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- f. Monthly service records for the duration of the contract and must be concise, legible and must include pests found, action taken and chemical used
- g. Corrective action where necessary, reports such as analyses and trends
- h. Map/site plan for all baiting stations

5.2.2 QUALITY ASSURANCE

The Bidder must have in place a quality control programme that will ensure that:

- a. Inspections are carried out as required by the Department and as per terms of reference
- b. All problem areas are identified, reported and eliminated. Records for the plan of action taken to reduce and eliminate all problem areas must be documented and available for record keeping purposes
- c. Fumigants and fumigation procedures applied are in accordance with the Legislation and Health and Safety Standards
- d. Rodent and insect baiting stations are clean, effectively serviced and correctly sited
- e. Rodent baiting stations are securely fixed and locked. Must be placed in such a position that is not easily accessible nor be disturbed by the daily movement of people within the department.
- f. All baiting station are clearly labelled with the Bidders name and address, installation and servicing date.
- g. The area where service was rendered is left in a tidy condition and all dead pests must be safely removed after each treatment.

6. MONITORING AND REPORTING


- a. The successful Bidder/s will be expected to submit a detailed monthly report and as and when requested by the Department on all services carried out.
- b. Monthly servicing and maintenance schedule must be submitted.
- c. Continuous communication with the responsible representative of the Department on the overall implementation and quality assurance of the project.
- d. Meeting with the responsible representative, as may be required to report on the progress of the project and any issues, risks and changes from the plan of action.
- e. The successful bidder/s must comply with safety procedures and specifically comply with the NEMA Act and OHS Act.

7. SKILLS/KNOWLEDGE AND EXPERIENCE

- a. The successful bidder/s must demonstrate that they have the necessary skill and experience to implement the required services.
- b. The successful bidder/s must have the capacity to deliver as envisaged in these terms of reference.

8. PRICING STRUCTURE

- a. This is attached in Section 2 of the RFP Document
- b. Price must be VAT inclusive and in South African Rand
- c. Refer to SBD 6.1 for the calculation of the price and preference points

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9. CONDITIONS OF THE BID

- a. The department reserves the right to award the tender in part or full
- b. The Department will hold the Bidder/s liable for non- compliance to the conditions of the contract and the terms of reference
- c. The Department retains the right to inspect the service rendered by the successful bidder at any time in order to ensure that the service rendered is satisfactory and in accordance with the conditions of the contract.
- d. Bidders may bid for hygiene services/ pest control or for both.
- e. Bidders must indicate the service for which they are bidding for by ticking on the below boxes:

HYGIENE SERVICES

PEST CONTROL

10. SPECIAL CONDITIONS

10.1. SPECIAL CONDITIONS OF CONTRACT

The bidder confirms that he/she has read, understood and accepts the special conditions of contract, which are attached as **Annexure B** on Section1 of the tender document.

10.2. GPT Electronic Invoice Submission and Tracking


Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the Payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the Successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the Successful bidder/s in this regard, if required.

11. EVALUATION METHODOLOGY

Evaluation of the bids will be conducted in two stages in accordance with the Preferential Procurement Regulations, 2017 issued in terms of Section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

STAGE ONE

The first stage will be the evaluation of bids on functionality which consist of **Administration Compliance, Desk-top Evaluation and Site Visit Evaluation**. During this stage of evaluation bids that do not meet the minimum qualifying criteria for functionality will be disqualified from further evaluation.

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STAGE TWO

The second stage of evaluation will be the 80/20 preference point system, where 80 points are allocated for price and 20 points are allocated for preference.

STAGE 1A: MANDATORY ADMINISTRATIVE COMPLIANCE

- Submission of signed personal information processing form (Page 4 of 87)
- Submission of Bid Documents Section 1 and Section 2 (Proposal and Price)
- Completed and signed **SBD forms** (1,4,6,8 and 9)

HYGIENE SERVICE:

- Valid South African Waste Information Registration Certificate in terms of National Waste Information Regulations, 2012 **OR** Gauteng Waste Information System Waste Transporter Registration Certificate in terms of Gauteng Waste Information Regulations, 2004.
- Should the bidder own a licensed waste treatment facility, the bidder must attach a valid Waste Management License or Permit in terms of National Environmental Management Act from the waste treatment facility.

OR


Should the bidder outsource a licensed waste treatment facility, the bidder must attach Confirmation letter (signed by the facility owner) or Agreement letter (signed by both parties) from the licensed waste treatment facility.

PEST CONTROL SERVICE:

- Valid P-registration certificate as a Pest Control Contractor with the Department of Agriculture, Forestry and Fisheries
- Valid proof of registration with South African Pest Control Association (SAPCA)


NOTE:

- **Bidders that do not comply with the above requirements will be eliminated and will be regarded as non-responsive**
- **All documents submitted will be verified**

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Other required Documents: - Bidders are requested to submit the below listed documents, though they are not mandatory)

- A valid Tax Compliance Status (TCS) Pin code issued by the South African Revenue Services (SARS)
- An original and valid B-BBEE Certificate or certified copies thereof,
 - ❖ Tenderers who qualify as Exempted Micro Enterprises (EME) may submit a valid original Sworn Affidavit or a valid certified copy of a Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963) confirming its annual total revenue of R10 million or less and indicating B-BBEE Level Contributor. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018 (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
 - ❖ In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, The bidder may submit a valid original Sworn Affidavit or a valid certified copy of a Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths. (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963). If the QSE is less than 51% black owned, then the bidding entity will be required to provide an original and valid B-BBEE Certificate or certified copies thereof.
 - ❖ Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
 - ❖ In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof, will be accepted.
- Bidders must provide their Central Supplier Database (CSD) number as per registration on the National Treasury Central Supplier Database
- Provide the latest audited financial statements with comparative years, alternatively if no audited annual financial statements are available, provide the latest management accounts with comparative years signed by the accountant.
 Companies that are not required to be audited must provide a letter from the accountant attesting thereto. For new or dormant companies, provide the last audited annual financial statements / latest management accounts together with a letter of confirmation from the accountant.

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HYGIENE SERVICE**STAGE1B: DESKTOP EVALUATION (48 POINTS)**

REQUIREMENT	COMMENT	POINTS
KEY PERSONNEL	<p>Organogram of the team that will be responsible for installation and maintenance of the equipment:</p> <ul style="list-style-type: none"> • CV's of responsible team members that will deliver the service to the department must be attached and indicate the level of experience. <p>PROJECT TEAM LEADER: Experience in managing similar project</p> <ul style="list-style-type: none"> • Less than 3 years (0) • 3 years to less than 5 years (2) • 5 years to less than 7 years (3) • 7 years and above (4) <p>INSTALLATION TEAM: (must consist of an installer and assistant)</p> <ul style="list-style-type: none"> • Less than 1 year (0) • 1 year to less than 3 years of experience combined (1) • 3 years to less than 5 years of experience combined (2) • 5 years and above of experience combined (3) <p>SERVICE/MAINTENANCE TECHNICIAN</p> <ul style="list-style-type: none"> • Less than 1-year experience (0) • 1 year to less than 3 years of experience (1) • 3 years to less than 5 years of experience (2) • 5 years and above of experience (3) 	10
SERVICE AND MAINTENANCE	<p>Description of what will be serviced on each equipment (sample of service template must be attached (5))</p> <ul style="list-style-type: none"> - No response on service and maintenance (0) - Auto surface-mounted hand soap dispensers (1) - Auto Slimroll hand paper-towel dispensers (1) - Air freshener auto dispensers (1) - Spray toilet seat sanitizer dispensers (1) - Urinal and toilet auto sanitizer (1) 	30

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	<p>Deep cleaning procedure (toilets, hand basins, showers, sanitary bins & kitchens) (25)</p> <ul style="list-style-type: none"> - No response on deep cleaning procedure (0) - Toilets: (5) Standard operating procedure [SOP] (1) precautionary/safety measures (2) tools, material and equipment to be used (2) - Hand basins: (5) Standard operating procedure [SOP] (1) precautionary/safety measures (2) tools, material and equipment to be used (2) - Showers: (5) Standard operating procedure [SOP] (1) precautionary/safety measures (2) tools, material and equipment to be used (2) - Sanitary disposal bin: (5) Standard operating procedure [SOP] (1) precautionary/safety measures (2) tools, material and equipment to be used (2) - Kitchens: (5) (Standard operating procedure [SOP] (1) precautionary/safety measures (2) tools, material and equipment to be used (2) 	
EXPERIENCE OF THE COMPANY	<p>Bidders must have experience in respect of hygiene services undertaken:</p> <p>Proof of experience must be in the form of a letter of award or purchase order. Proof must be in a company's official letterhead and must include the contact person, nature of service, telephone number and email address.</p> <ul style="list-style-type: none"> a. 0 letter of award or purchase order (0) b. 1 to 3 letters of award or purchase order (2) c. 4 to 7 letters of award or purchase order (5) d. 8 and more letters of award or purchase order (8) 	8
TOTAL		48

Bidders must achieve at least **28 out of 48** points for **STAGE 1B: DESKTOP EVALUATION** in order to qualify for **SITE VISIT EVALUATION** and those bidders who fail to meet the minimum qualifying score will not be considered further in the process.

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STAGE 1C: SITE VISIT EVALUATION: (56 POINTS)

REQUIREMENT	COMMENT	POINTS
Training plan	<p>Proof to show that personnel are qualified to deliver the service and that they have been trained on waste handling/management: (Internal and external training)</p> <ul style="list-style-type: none"> • No evidence of training (0) • Yearly training plan (2) • Internal training: attendance register indicating the course attended and signed by employee's (1) • Proof of assessment method used to evaluate the level of employee's effectiveness (2) • External training: Certificate of attendance outlining the course/modules completed (1) 	6
Identifiable Personnel Protective Equipment (PPE)	<p>Fully identifiable personnel protective equipment for personnel that would be entering the GPT office should comprise of the following:</p> <ul style="list-style-type: none"> • No evidence of personnel protective equipment (0) • Overall/Jump Suit (company logo and name tag) (2) • Gloves (1) • Safety Masks (1) • Safety shoes (1) 	5
Sample of Equipment required and consumables	<p>Sample of equipment required as per requirement:</p> <ul style="list-style-type: none"> • No sample of equipment required (0) • Manual surface-mounted hand soap dispensers (3) • Slimroll hand paper-towel dispensers (3) • Paper towel waste bin (wall mount) (2) • Sanitary disposal bin (SHE bins) (2) • She packets dispensers (2) • Spray toilet seat sanitizer dispenser (2) • Urinal and toilet seat sanitizer dispensers (3) <p>Sample of consumables required as per specification:</p> <ul style="list-style-type: none"> • No sample of consumables required (0) • Liquid hand soap (2) • Paper towel waste bin liners monthly (2) • Sanitary disposal bin (SHE bin) liners monthly (2) • Sanitary disposal packets (SHE packets) monthly (2) • Air freshener every two months (2) • Urinal and toilet auto sanitizer (2) 	29

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REQUIREMENT	COMMENT	POINTS
Storage facility and equipment (sanitising and deep cleaning)	<p>Demonstrate a proper and suitable storage area:</p> <ul style="list-style-type: none"> • No storage facility and/or does not meet the requirements (0) • Consumables kept in a cool dry place (2) • Protected from unauthorised entry (lockable and safety/awareness signs) (3) • Stored on steel shelves/racks and labelled (2) • Inventory list for received and dispatched products (3) <p>Availability of equipment for sanitising and deep cleaning:</p> <ul style="list-style-type: none"> • No equipment available and presented (0) • All equipment available and presented (3) 	13
Transportation	<p>Mode of transportation: must be a closed/covered vehicle to protect the contents in a safe and hygienic manner</p> <ul style="list-style-type: none"> • No evidence of transport documents (0) • Leased with an agreement in place or owned with vehicle registration document in the name of the company (3) 	3
TOTAL		56

Bidders must achieve at least **33 out of 56** points for **STAGE 1C: SITE-VISIT EVALUATION** in order to qualify for **PRICE and PREFERENCE** and those bidders who fail to meet the minimum qualifying score will not be considered further in the process.

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PEST CONTROL SERVICES**STAGE 1B: DESKTOP EVALUATION (60 POINTS)**

Requirement	Comment	Points
Key personnel	<p>Qualification, P-registration certificate and experience of pest control operators that will be servicing the department MUST BE ATTACHED:</p> <p>Team leader/Supervisor: (14 Points)</p> <ul style="list-style-type: none"> • No points will be allocated if Qualifications, P-registration certificate and experience are not attached • SAQA approved or SETA accredited qualification in all 3 field/designation of structural pest control, fumigation and weed control: <ul style="list-style-type: none"> ➤ NQF Level 4 or 5 (National Certificate/ Diploma) (3) ➤ NQF Level 6 or 7 (National Diploma/ Degree) (5) • Valid P-registration certificate issued by DAFF (3) • Proof of practicing experience (sworn affidavit) <ul style="list-style-type: none"> ➤ Less than 1 year (0) ➤ 1 year to less than 4 years (2) ➤ 4 years to less than 7 years (4) ➤ 7 years and above (6) <p>Pest control operators (PCO): (20 points)</p> <p>Two (2) Pest Control Operators must be made available for servicing the department and individual qualification and experience documents MUST BE ATTACHED.</p> <p><u>PCO 1</u></p> <ul style="list-style-type: none"> • SAQA approved or SETA accredited qualification in either structural pest control, fumigation or weed control field: <ul style="list-style-type: none"> ➤ NQF Level 4 (National Certificate) (3) • Valid P-registration certificate issued by DAFF (3) • Proof of practicing experience under supervision of registered pest control operator (sworn affidavit) <ul style="list-style-type: none"> ➤ Less than 1 year (0) ➤ 1 year to less than 3 years (2) ➤ 3 years to less than 5 years (3) ➤ 5 years and above (4) 	34

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	<p><u>PCO 2</u></p> <ul style="list-style-type: none"> • SAQA approved or SETA accredited qualification in structural pest control, fumigation or weed control field: <ul style="list-style-type: none"> ➤ NQF Level 4 (National Certificate) (3) • Valid P-registration certificate issued by DAFF (3) • Proof of practicing experience under supervision of registered pest control operator (sworn affidavit) <ul style="list-style-type: none"> ➤ Less than 1 year (0) ➤ 1 year to less than 3 years (2) ➤ 3 years to less than 5 years (3) ➤ 5 years and above (4) 	
Implementation programme	<p>Bidder to provide a programme as listed below:</p> <ul style="list-style-type: none"> • No baiting, fumigation and disposal programme attached (0) • Baiting programme (6) <ul style="list-style-type: none"> ➤ type of baiting, design and placement (4) ➤ maintenance and safety measures (2) • Fumigation programme (6) <ul style="list-style-type: none"> ➤ Pre-planning (application and personnel protective equipment, safety measures (2), fumigant selection (2), preparations before and after fumigation (2) • Disposal programme (6) <ul style="list-style-type: none"> ➤ safety measures (2) ➤ type of disposal and how it will be applied (4) 	18
<p>Experience of the company</p> <p>(Proof of experience on similar work done should not be older than 5 years)</p>	<p>Bidders must have experience in respect of pest control services Undertaken:</p> <p>Proof of experience must be in the form of a letter of award or purchase order. Proof must be in a company's official letterhead and must include the contact person, nature of service, telephone number and email address</p> <ul style="list-style-type: none"> • 0 letter of award or purchase order (0) • 1 to 3 letters of award or purchase order (4) • 4 to 7 letters of award or purchase order (8) 	8
TOTAL		60

Bidders must achieve at least **36 out of 60** points for **STAGE 1B: DESK-TOP EVALUATION** in order to qualify for **SITE VISIT EVALUATION** and those bidders who fail to meet the minimum qualifying score will not be considered further in the process

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PEST CONTROL SERVICE**STAGE 1D: SITE VISITS (40 POINTS)**

Requirement	Comment	Points
Training plan	<p>Proof to show that personnel are qualified to deliver the service and that they have been trained on waste handling/management: (Internal and external training)</p> <ul style="list-style-type: none"> • No evidence of training (0) • Yearly training plan (2) • Internal training: attendance register indicating the course attended and signed by employees (1) • Proof of assessment method used to evaluate the level of employee's effectiveness (2) • External training: Certificate of attendance outlining the course/modules completed (1) 	6
Personal protective clothing equipment	<p>Fully identifiable Personnel protective equipment for personnel that would be entering the GPT office should comprise of the following:</p> <ul style="list-style-type: none"> • No evidence of Personnel protective equipment (0) • Overall (company logo and name tag) (2) • Tyvek suit (2) • Gloves (1) • Safety Boots (1) • Eye and face protection (1) 	7
Storage facility	<p>Demonstrate a proper and suitable storage of pesticides as per SANS 10206:2020:</p> <ul style="list-style-type: none"> • No storage facility and/or does not meet the requirements (0) • Pesticides are kept in a cool dry, well ventilated place (3) • Protected from unauthorised entry (lockable and safety/awareness signs) (3) • Stored in their original containers and labelling (2) • Designated area for damaged, expired and spilled/waste chemicals (3) • Emergency response plan in case of accident (3) • Inventory list for received and dispatched products (3) 	17

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Transportation	Vehicle transportation must be: <ul style="list-style-type: none"> • Records of monthly inspection (2) • Covered vehicle to prevent pesticides from high temperatures (2) • Clearly labelled outside to transporting dangerous goods with warning signs (3) • Emergency plan and fully serviced fire extinguisher (label must indicate service details) (3) 	10
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Bidders must achieve at least **24 out of 40** points for **STAGE 1C: SITE-VISIT EVALUATION** in order to qualify for **PRICE and PREFERENCE** and those bidders who fail to meet the minimum qualifying score will not be considered further in the process.

STAGE 2: PRICE AND PREFERENCE POINTS

The contract will be awarded in terms of Regulation 6: Preferential Procurement Regulations, 2017) pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Bids will be adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders on the basis of:

Area	Points
Price	80
Preference	20
Total	100

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
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GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

³ 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (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)

Annexure B



CONTRACT FOR SERVICES: (AS PER TERMS OF REFERENCE)

TENDER NUMBER: _____

BETWEEN

THE GAUTENG PROVINCIAL TREASURY

AND

REGISTRATION NUMBER: _____

WHEREBY IT IS AGREED AS FOLLOWS:

Initials: _____ _____
 Department Service Provider

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 Department Service Provider

1. DEFINITIONS

In this Agreement, unless the contrary is clearly indicated -

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

Initials: _____ _____
 Department Service Provider

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

Initials: _____ _____
 Department Service Provider

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

2. ABBREVIATIONS

GPG – Gauteng Provincial Government

Initials: _____ _____
 Department Service Provider

GPT – Gauteng Provincial Treasury

3. INTERPRETATION

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

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 Department Service Provider

3.2.9 reference to a day, month or year is construed as a Gregorian calendar day, month or year;

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

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

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

4. PREAMBLE

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

5. APPOINTMENT AND ACCEPTANCE

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

6. COMMENCEMENT AND DURATION

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

7. THE SERVICE

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

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- 7.2 The onus will rest on the Service Provider to keep sufficient records, documentation and information of such variations and changes.
- 7.3 Performance will be reviewed by the GPT during the Term of this Agreement.
- 7.4 Should performance be below the required standard, the contract will be terminated before the end of the agreed period by the GPT.

8. SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES

The Service Provider undertakes and warrants that:

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

Initials: _____ _____
 Department Service Provider

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

9. GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES

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

10. CHARGES

- 10.1 The total contract amount payable by the GPT to the Service Provider under this Agreement, as per award letter, (VAT included), payment of such as Payment Schedule which shall form part of this Agreement.

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 Department Service Provider

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

11. INVOICE AND PAYMENT

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

Name of Bank:

Branch Name:

Branch Code

Account Number:

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 Department Service Provider

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

12. PROJECT TEAM

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

12.2 The Project team will be agreed to by Parties.

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

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

13. PERFORMANCE MANAGEMENT

13.1 The rendering of the Services is subject to on-going monitoring and review as per clause 7.5.

13.2 The Service Provider undertakes to attend and participate in meetings that the Department shall reasonably require from time to time.

14. DATA PROTECTION

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

14.2 The Service Provider hereby warrants:

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 Department Service Provider

- 14.2.1 in favour of the GPG that it and/or its employees appointed for the Services of this Agreement, shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of any of the GPG's Data protection policies and procedures which may be in force from time to time;
- 14.2.2 and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with, or in any other manner use the GPG's Data for any purpose other than with the express prior written consent of the GPT;
- 14.2.3 that it shall immediately inform the GPT should any Data of the GPG to which it has access to be compromised in any manner or form. The Service Provider further undertakes to also immediately inform the GPT as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of the GPT;
- 14.2.4 that it shall ensure that all its systems and operation which it uses to provide the Services, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, altered or deleted, or otherwise used as part of providing the Services, shall at all times be of high standards required by law and be of a standard no less than the standards which are utilized by Service Provided for protection, control and use of its Data.

14.3 The GPT may at any time:

- 14.3.1 access the information the Service Provider has about the GPG and may request the Service Provider to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully, or no longer authorized to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of the GPG's information;
- 14.3.2 withdraw consent to allowing the Service Provider to process the GPG's Data, except as otherwise allowed, or required by law.

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

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Department Service Provider

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

15. CONFIDENTIALITY

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

- 15.1 to treat as strictly confidential all Confidential Information;
- 15.2 not to use Confidential Information for any purpose other than the performance of its obligations in under this Agreement;
- 15.3 not to disclose Confidential Information to any person whomsoever other than its Staff and then only on a need-to-know basis;
- 15.4 to ensure that its Staff are made aware of the confidential nature of the Confidential Information prior to revealing any Confidential Information to any of its Staff;
- 15.5 to ensure that its Staff observe and comply with their obligations in respect of Confidential Information, whether or not they are still part of its Staff;
- 15.6 to use the same standard of care (which may not be less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information; and
- 15.7 to return to the Disclosing Party at any time upon request or upon termination or expiry of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party.

16. AUDIT RIGHTS

- 16.1 This Agreement is subject to the provisions of the regulating framework.
- 16.2 The Department, acting through its duly authorised representatives (including without limitation, its external auditors) is entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting

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 Department Service Provider

documentation related to the rendering of the Services and to the Service charges and to make copies of such books, records, and supporting documentation for audit purposes.

16.3 If the Department exercises its rights under this clause then it must do so at its own cost and on reasonable prior notice to the Service Provider.

16.4 The Department must disclose to the Service Provider any adverse findings pertaining to the Service Provider that emanates from the exercise of the Department's rights under this clause.

17. INTELLECTUAL PROPERTY

17.1 Any Intellectual Property rights that the Service Provider prepares, creates or authors for the Department under this Agreement in any media or format and whether that is done by the Service Provider alone or by the Service Provider in conjunction with any third party of the Service Provider or the Department, belongs exclusively and in totality to the Department and the Service Provider hereby cedes all right, title and interest in and to any such Intellectual Property rights to the Department. The Service Provider must ensure that any third party that the Service Provider may appoint in relation to the execution of its obligations under this Agreement agrees to the provisions of this clause.

17.2 Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.

17.3 Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:

17.3.1 amount to a disclosure of Confidential Information in breach of this Agreement; or

17.3.2 infringe the Intellectual Property rights of the other Party;

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

18. GENERAL INDEMNITY

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

18.1 any claim or action arising from the Service Provider's breach of or failure to observe or perform any of its duties or obligations under this Agreement;

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 Department Service Provider

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

19. LIMITATION OF LIABILITY

- 19.1 The Service Provider is not liable for Losses attributable to the fault of the Department.
- 19.2 Limitation of the Service Provider's liability does not apply to Losses arising directly or indirectly out of or in connection with criminal negligence or wilful misconduct on the part of the Service Provider.

20. EVENTS OF DEFAULT

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

- 20.1 commits an act which is or would (if committed by a natural person) be an act of insolvency;
- 20.2 allows any judgment against it to remain unsatisfied for a period of 30 (thirty) days, unless it takes steps to rescind or appeal against such judgment within such 30 (thirty) day period (or, if it did not become aware of such judgment within such 30 (thirty) day period, then within 30 (thirty) days after the date on which it became aware of such judgment) and successfully prosecutes such rescission or appeal to a

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timeous conclusion but in any event within 45 (forty-five) days after the date on which it became aware of the judgment;

- 20.3 compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;
- 20.4 being a juristic person, is provisionally or finally liquidated, removed from the register of companies, placed under judicial management (whether provisionally or finally), takes any steps for its voluntary winding up, or undergoes a change of control;
- 20.5 disposes of all or a material portion of its assets or business or ceases (including, without limitation where there is a reasonable prospect of cessation) to conduct its business except to the extent that such disposal or cessation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;
- 20.6 encumbers or hypothecates in any manner whatsoever a material portion of its assets except to the extent that such encumbrance or hypothecation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;
- 20.7 has given any representation or warranty in terms of this Agreement and it proves to be incorrect in any material manner or respect whatsoever;
- 20.8 engages or is found to have engaged in any dishonest, corrupt or fraudulent practice in competing for or in the execution of its obligations under this Agreement;
- 20.9 contravenes provisions relating to the Service and/or quality thereof; or
- 20.10 contravenes the provisions of this Agreement pertaining to cession and assignment.

21. BREACH

If a Party breaches this Agreement and fails to remedy such breach within 30 (thirty) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim Losses.

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22. PENALTY

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

23. DISPUTE RESOLUTION AND ARBITRATION

- 23.1 Should any difference or dispute, except breach of an obligation in terms of this contract arise at any time between the parties, duly authorized representatives of each Party shall meet within 14 (fourteen) working days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.
- 23.2 The Parties will, pending resolution of the dispute, continue to fulfil all other obligations under this Agreement that are not in dispute.
- 23.3 If the dispute is incapable of amicable resolution then either Party shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965, such arbitration shall be held in Johannesburg in the English language.
- 23.4 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement within 10 (ten) days either Party shall be entitled to request AFSA to make the appointment and, in making such appointment, to have regard to the nature of the dispute.
- 23.5 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 but shall not be obliged to follow the procedures prescribed in that Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

24. NON-SOLICITATION

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

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25. CESSION AND ASSIGNMENT

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

26. PUBLICITY

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

27. FORCE MAJEURE

- 27.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations under this Agreement, then this Agreement or the affected portion thereof is suspended for the period during which the Interrupting Circumstances prevail. If the Interrupting Circumstances prevail for a period of more than 10 (ten) days then the affected Party is entitled to cancel this Agreement on 5 (five) days' written notice to the other Party.
- 27.2 The Party relying on the Interrupting Circumstances (on whom the onus rests) must –
- 27.2.1 give notice specifying the nature and date of commencement of the Interrupting Circumstances to the other Party as soon as reasonably possible after the commencement thereof; and
- 27.2.2 give notice of the cessation of the Interrupting Circumstances within 2 (two) days after such cessation.

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 Department Service Provider

- 27.3 No Party is obliged to comply with obligations that are suspended during the period that the Interrupting Circumstances prevail.
- 27.4 The Party whose performance is interrupted by the Interrupting Circumstances is entitled to extend the Term by a period equal to the time that its performance is so interrupted, provided that such Party gives notice to that effect as provided above.
- 27.5 In this Agreement, *vis major* and *force majeure* -

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

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

28. DOMICILIA CITANDI ET EXECUTANDI

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

28.1.1 Department:

Physical: Imbumba House
75 Fox Street
Johannesburg

Postal: Private Bag X12
Marshalltown
2107

For attention: The Head: Gauteng Provincial Treasury

Initials: _____
Department Service Provider

28.1.2 Service Provider:

Physical:

Postal:

For attention:

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

29. NOTICE

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

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

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

30. GOVERNING LAW

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

31. RELATIONSHIP OF THE PARTIES

The Parties' relationship is that of independent contracting Parties and is governed by this Agreement. Nothing in this Agreement is intended, nor may be interpreted or deemed to constitute any Party to be a partner, employee, agent or representative of the other Party. It is not the intention of the Parties to

Initials: _____ _____
 Department Service Provider

create, nor may this Agreement be construed to create any commercial or other partnership. No Party may act for or assume any obligation or responsibility on behalf of the other Party without the latter's prior written consent. No Party may hold itself out as a partner of the other Party.

32. SEVERABILITY

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

33. ASSURANCE THAT THIS AGREEMENT IS BINDING

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

34. GENERAL

- 34.1 This Agreement constitutes the whole agreement between the Parties.
- 34.2 No amendment, consensual cancellation of this Agreement or settlement of any dispute arising under this Agreement, is binding unless recorded in a written document that clearly specifies the intention to amend, cancel or settle and signed by a duly authorised representative of each Party.
- 34.3 No extension of time, waiver, relaxation, suspension of or discharge from any provision of this Agreement is binding unless recorded in a written document that clearly specifies the intention to extend, waive, relax, suspend or discharge and signed by the Party granting such extension, waiver, relaxation, suspension or discharge. Any extension, waiver, relaxation, suspension or discharge must be construed as relating strictly to the matter in respect whereof it was given.
- 34.4 An extension of time, waiver, relaxation or suspension of any provision of this Agreement does not operate as an estoppel against any Party in respect of its rights under this Agreement, nor does it operate

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so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.

34.5 The Service Provider's Broad-based Black Economic Empowerment (BBBEE) status will be monitored on a bi-annual basis and should it be found to be unsatisfactory, the Service Provider must rectify its BBBEE status within a reasonable period, failing which this Agreement may be terminated.

34.6 Each Party must pay its own cost pertaining to the negotiation, drafting and execution of this Agreement.

Initials: _____ _____
 Department Service Provider

SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2021

FOR AND BEHALF OF:

THE SERVICE PROVIDER

_____ (NAME AND SURNAME)

_____ (ID NUMBER)

_____ (DESIGNATION)

_____ (SIGNATURE)

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS _____ DAY OF _____ 2021

FOR AND BEHALF OF:

THE DEPARTMENT

_____ (NAME AND SURNAME)

_____ (PERSAL NUMBER)

_____ (DESIGNATION)

_____ (SIGNATURE)

Initials: _____ _____
 Department Service Provider