



Provincial Supply Chain Management

Request for Proposal

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RFP NUMBER															
RFP DESCRIPTION															
CUSTOMER DEPARTMENT															
CUSTOMER INSTITUTION															
BRIEFING SESSION	Y		N		SESSION COMPULSORY				Y		N				
					SESSION HIGHLY RECOMMENDED				Y		N				
BRIEFING VENUE						DATE				TIME					
COMPULSORY SITE INSPECTION	Y		N					DATE				TIME			
INSPECTION ADDRESS															
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION										
CLOSING DATE				CLOSING TIME											

TENDER BOX LOCATION

GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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PART A INVITATION TO BID

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSURE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



GAUTENG PROVINCE

PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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



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 required by the Customer Department / Institution, as indicated on RFP 01.

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	SERVICE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>	VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>
VALUE BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
QUANTITY BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								
TERM BASED	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input type="checkbox"/>								



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



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Instructions to Bidders

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

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.
 The bid must be deposited or posted;
 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



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Bid Commitment and Declaration of Interest

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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



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Bid Commitment and Declaration of Interest

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

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

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

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

Signature		Date	
Position		Name of Bidder	



Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session	
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Provincial Supply Chain Management

Special Conditions

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-



Provincial Supply Chain Management

Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



**TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER TO REVIEW THE GAUTENG
INTEGRATED WASTE MANAGEMENT PLAN AND DEVELOP A ZERO WASTE TO LANDFILL PLAN
IN GAUTENG PROVINCE**

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1. PURPOSE

The purpose of these Terms of Reference is to appoint a service provider to review the Gauteng Integrated Waste Management Plan and develop a zero waste to landfill plan in Gauteng Province in terms of the National Environmental Management: Waste Act 59 of 2008 (NEM: WA).

2. BACKGROUND

The three spheres of government (municipal, provincial and national) are legislatively responsible for waste management and for upholding the Constitution of South Africa and the NEM: WA. The roles for managing waste management vary depending on the sphere of government's mandate. Provincial departments responsible for waste management, as well as municipalities, are required to develop Integrated Waste Management Plans (IWMPs) by the NEM: WA in order to ensure integrated medium-term planning and resource management for waste management. The IWMP provides strategic direction for the implementation of waste management interventions in Gauteng, and is an essential blueprint for a plan of action to, amongst other issues, reduce waste in the Province.

The first generation Gauteng Integrated Waste Management Plan (GIWMP) was developed by the Department of Agriculture, Rural Development and Environment (GDARDE) in terms of Section 11(1) of the NEM: WA. Its development spanned between 2014 and 2016 and was informed by emerging waste management issues and priorities in the Province such as the Transformation, Modernisation and Re-industrialisation Agenda, the Municipal Integrated Waste Management Plans, the Gauteng Integrated Waste Management Policy, the Gauteng Waste Minimisation Plan, the Gauteng Waste Collection Standards, the Gauteng Waste Information System (GWIS), amongst others.

The 2016 GIWMP is currently under implementation, however is due for review as per requirement that the IWMPs must be reviewed and endorsed by the Minister every five years. Additionally, there have been various changes in the waste management landscape such as the revision of the National Waste Management Strategy, the introduction of various regulatory requirements including the Extended Producer Responsibility Regulations which will bring change in the waste should be managed in the Country. Additionally, there are new challenges and issues that phase both municipalities and Province that require review of the current GIWMP.

The Department of Forestry, Fisheries and the Environment (DFFE) as a sector department dealing with waste management, commissioned a study in 2007 which assessed the status of waste service delivery at local government level, including the availability of capacity to deliver these services. Further to this, the DFFE commissioned the development of the Municipal Waste Sector Plan to assist government, particularly Municipalities, to put in place mechanisms and systems to deal with waste services backlogs. Additionally, the DFFE also updated the information on the status of waste management in the State of Waste Management Report in 2018.

The Sector Plan further includes indicators and targets for addressing the backlogs and presents an action plan aimed at meeting the overall waste service delivery target, namely, to provide waste collection services to all urban households, dense settlements, and rural areas where applicable in South Africa on a sustainable basis. The actions in the Plan are varied between national, provincial and local government level actions and should be implanted in either short, medium or long term with the ultimate aim of providing and improving waste services. The sector plans were further revised as part of the revision of the National Waste Management Strategy, which came into effect in 2020. The revised NWMS is constituted of three pillars as follows:

1. The strategic thrust of Pillar 1: “Waste Minimisation”

- a) Minimising the impact of waste and especially plastic packaging in our coasts, rivers, wetlands and our human settlement environments, by amongst others, diverting waste away from landfill;
- b) Increasing re-use, recycling, recovery and alternative waste treatment; and
- c) Maximising the role of the waste sector in the circular economy.

A critical enabler of this pillar is the building of long-term collaboration and partnership between government and the private sector with the long term expected outcome of “Zero Waste going to landfill”. The targets for the expected outcome/s for the Pillar are:

- a) 5-year target – 40% reduction of waste disposed in landfills;
- b) 10-year target – 55% reduction of waste disposed in landfills; and
- c) 15-year target – 70% reduction of waste disposed in landfills; and then going to Zero Waste going to landfill.

2. The strategic thrust of Pillar 2: “Effective and Sustainable Waste Services”

- a) Recognising and addressing the very different circumstances and waste management challenges that exist between local government authorities;
- b) Shifting the focus for municipal services from collection and disposal to separation at source and waste beneficiation;
- c) Developing and implementing flexible approaches to service delivery that incorporates the informal sector while addressing local needs;
- d) Guiding public investment and partnerships with the private sector in waste management infrastructure and projects; and
- e) Ensuring that the delivery of waste services contributes to sustainable development.

A critical enabler of this Pillar is the building of strong co-operative governance relationship between the three spheres of government and specifically local government.

3. The strategic thrust of this Pillar 3: “Compliance, Enforcement and Awareness”

- a) Mitigating and preventing the environmental and social damage caused by waste due to non-compliance;

- b) Increasing compliance to local, provincial, national and international legislation and standards;
- c) Mitigating and preventing pollution, littering and illegal dumping of waste; and
- d) Improving the visibility and awareness of the socio-economic and environmental benefits of compliance, effective waste management and environmentally compliant infrastructure.

A critical enabler of this Pillar is the mainstreaming of waste awareness and a culture of compliance resulting in zero tolerance of pollution, litter and illegal dumping.

The review and update of the current GIWMP will lead to the development of the second generation of the GIWMP which will provide comprehensive assessment of the status of the implementation of the plan in terms of its effectiveness, identify gaps in implementation, review options for improvement and propose action plans for the next five year. The revision will also include a strategic long term plan for zero waste in the Province.

3. OBJECTIVES

The main objectives of the project is to conduct a comprehensive revision of the GIWMP in order to:

- a) Develop a plan to effect Chapter 3 of the National Environmental Management: Waste Act.
- b) Establish the status of waste management in Gauteng Province post implementation of the first generation of the GIWMP;
- c) Assess progress made in the implementation of the GIWMP since its development;
- d) Identify the significant gaps in the implementation of the GIWMP;
- e) Ensure alignment with applicable policy and legislative advances in waste management;
- f) Set new goals for waste management in the Province, including the reduction of the amounts of waste generation and disposal and provide a basis for the development of economic beneficiation implementation strategies;
- g) Redefine the baseline of waste generation and disposal and set associated objectives of the area;
- h) Include current and future economic realities and their associated impacts thereof;
- i) Develop a plan of zero waste to landfills in the medium to long term;
- j) Address the possible need for changes to functional and operational structures, waste management systems, and management objectives in light of poor performances, changing circumstances, the commitment to continual improvement and any other relevant factors;
- k) Develop intervention strategies with SMART (Specific, Measurable, Attainable, Reliable and Time Bound) goals to improve waste management in a cost-effective manner;
- l) Develop procedure to ensure Municipal Integrated Waste Management Plans and by-laws are developed, resourced and implemented accordingly;
- m) Ensure institutional development, capacity building and defined roles and responsibilities for all role players in the management of waste in the Province;
- n) Collate information and data to further improve waste information management;

- o) Identify the creation and funding of job opportunities through the growing the waste economy; and
- p) Implement obligations in respect to any relevant international agreements; and
- q) Benchmarking against international best practice in respect of waste management.

4. SCOPE OF WORK

The bidder must submit a detailed project proposal on how they will deliver on the development of the GIWMP in accordance with the Department of Forestry Fisheries and Environment (DFFE) IWMP Guideline and Toolkit including but not development of the following:

4.1 Situational Analysis and Gap Analysis

- a. This stage will comprise a situational analysis of waste management within the jurisdiction of the Gauteng Province in line with the IWMP Toolkit and Guideline. The situation analysis should cover the following broad areas as per the requirements of the IWMP development Establishing the status quo of waste management in the Province as well as background information including but not limited to:
 - Demographic and socio-economic features;
 - Location of landfill sites as well as their legal status and compliance;
 - Analysis of waste streams and characteristics; including source, type, distance to landfill site, etc;
 - Waste stream data, their calculation and extrapolation using physical practical and relevant per capita/ daily waste generation figures;
 - Institutional arrangements and organizational structures and responsibilities with the focus on shortcomings and challenges;
 - Waste management by-laws;
 - Training and awareness programs for waste management;
 - Financial arrangements for waste management;
 - Involvement and performance of formal and informal private and government sectors;
 - Collection and transfer of waste, viz. areas serviced, frequency of service, adequacy of collection/ transfer vehicles and their condition;
 - Present waste minimization initiatives; and
 - Implemented and funded projects related to waste management and their impacts.
- b) Review of the Policy and legal framework as well as applicable international agreements.
- c) Review the current GIWMP and evaluate performance against objectives.
- d) Barriers/ challenges and opportunities to waste management in the Gauteng Province.
- e) Identification and assessment of the gaps in the implementation of the GIWMP as well as the municipal IWMPs.
- f) Desired end state which involves the process of setting strategic goals, targets and indicators.
- g) Identification, evaluation and selection of the alternatives.

4.2 Communication and Stakeholder Participation

- a) Identification of the key stakeholders and their role in waste management in the Province
- b) Stakeholder consultations to engage on data collection processes and issues to strengthen data collection at source
- c) Stakeholder meeting(s) to discuss findings from the situational analysis and the final draft of the GIWMP and the proposed implementation plan.
- d) Conduct a targeted online public perception survey concerning waste management issues;
- e) Benchmarking exercises with other Provincial and National Departments.
- f) Identify Institutional arrangements that can be used for the processing of waste data and make recommendations to GDARDE on their implementation. The suggested stakeholder list is as follows, though not exhaustive:
 - Relevant GDARDE Directorates.
 - Provincial and National Sector Departments operating in Gauteng.
 - Gauteng Municipalities.
 - South African Local Government Association.
 - Non-Governmental Organisations and Community Based Organisations dealing with environmental matters, and in particular relating to waste management including the Waste Picker Associations
 - Environmental Practitioners.
 - Academia research institutions and waste associations
 - Organised Labour.
 - Waste Industry, including Waste Group, Interwaste, Buhle Waste, etc.
 - Producers and Producer Responsibility Organisations
 - Waste enterprises including Buy-back centres, waste groups and cooperatives and waste pickers.

4.3 Implementation Instruments

- a. Propose and develop a medium to long term plan towards zero waste in order to meet the targets of the National Waste Management Strategy (NWMS);
- b. Development of the implementation plan for the rollout of the GIWMP in terms of specific actions, timeframes and responsible parties for the actions;
- c. Proposals on the possible partnerships in the implementation of the GIWMP;
- d. Proposal on the Legislative instruments including development and enforcement thereof
- e. Proposals on the funding mechanisms for the implementation of the GIWMP including assessment of the possible funding sources (internal and external sources) and funding mechanisms such as public private partnerships.

5. PROJECT DELIVERABLES AND OUTCOMES

- a. The project deliverables and outcomes must include, but not be limited to: Submission of a project proposal: As part of the bidding process, the bidder must submit a

comprehensive proposal and methodology on how they will deliver this project on behalf of the GDARD in accordance with the above scope of the project (Section 4 of these Terms of Reference). The development of the GIWMP must be in accordance with the Department of Forestry Fisheries and Environment (DFFE) IWMP Guideline and Toolkit.

- b. Project Management: Lead the Project Management Meetings and Project Steering Committee (PSC), coordinate Inception Meeting as detailed below section.
- c. Produce a detailed Inception Report: including a detailed project management schedule, coordination of bi-weekly Project Management Meetings, monthly PSC meetings, produce Close-out Report and coordinate a Close-out meeting. Update and resubmit the project plan and methodology based on the Inception Meeting discussions.
- d. Develop and implement a method for undertaking site visits to waste facilities including landfill sites, waste recovery facilities such as garden sites/drop-off sites, buy-back centres, recycling and treatment facilities as well as waste separation at source programmes.
- e. Develop and implement a method of conducting interviews with identified stakeholders and interviews with waste management stakeholders including but not limited to municipalities, waste enterprises (Buy-back Centres, Cooperatives, Waste Picker),
- f. Coordinate Stakeholder Engagement: Develop and implement a method to conduct stakeholder engagements and public hearings to source inputs from key stakeholders and the public on the GIWMP development process as well as capturing and recording of all inputs to be addressed in the GIWMP.
- g. Situational Analysis: Develop and submit the Situational Analysis Report based on the analysis to be conducted as part of the project scope.
- h. Draft GIWMP Report- Submission of a draft report that includes all the findings of the study and recommendations as well as a comprehensive implementation plan. This must be subjected to a public participation and stakeholder engagement process.
- i. Implementation Plan: Development of an Implementation Plan for the GIWMP and submission of the Implementation Plan
- j. Final GIWMP Report- Submission of final GIWMP Report that includes all the findings of the study and recommendations, lessons learned as well as an implementation plan. The final GIWMP must be circulated for final inputs by all identified stakeholders and for public review.
- k. Presentation of the Final GIWMP: Present the final GIWMP to the Department Environmental Fora and the Management Meetings.
- l. Project closure- A project closure and handover, lessons learnt and recommendations. A glossy report must be compiled and cover page in line with GDARD corporate identity and branding. A total of 500 bound hard copies, 1500 summarised booklets as well as 10 soft copies in USB flash drives of the final GIWMP
- m. The time allocation for this project must be stipulated and any deviations thereon agreed upon with the GDARDE.
- n. Reports must be in Microsoft Suite and must include an executive summary.
- o. Reports are the property of the GDARDE and are to be used or distributed only with the written permission of the GDARDE.

- p. No presentations of reports and/or graphical information may be made without the prior written permission of the GDARDE.

6. PROJECT MANAGEMENT

6.1 Inception Meeting

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

- a) Establish a Project Steering Committee.
- b) Confirm the understanding of scope of the Project.
- c) Agree on time frames and deliverables.
- d) Agree on the roles and responsibilities within the Project Steering Committee.
- e) Agree on stakeholder groupings to be included in the consultation process.

6.2 The Project Management Team

- a) The Project Management Team may consist of a core group of individuals as determined by the GDARDE and the service provider that meet, as a minimum, monthly, or as and when determined by the GDARDE, throughout the compilation process of the Report, to assess progress and adjust the project-plan where necessary, to ensure the process is completed.
- b) All project management meetings will be scheduled and coordinated by the service provider.
- c) The service provider will report directly and hand over all deliverables to be reviewed to GDARDE Project Manager.

6.3 The Project Steering Committee

The Project Steering Committee may consist of:

- a) Strategic-level individuals that facilitate a collaborative approach between key role-players in the level of government concerned.
- b) Representatives from affected Provincial Sector Departments and Municipalities.
- c) Representatives from the Recycling Industries, Buy-back Centres and Recycling Organizations.

6.4 General

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

- a) The user-friendliness, and the logical flow of the Report.
- b) The usefulness of the content of the Report, regarding better understanding of the state of a particular theme or chapter.
- c) The completeness of the Report to ensure that all known data is covered.
- d) Diplomacy considerations, i.e., if there are any sensitive, political, or emotional statements that must be rephrased.

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

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

8. ROLES AND RESPONSIBILITIES

8.1 Duties of GDARDE

- a) Arrange a project initiation briefing session and subsequent project team meetings as required, with the service provider.
- b) Provide technical advice during the implementation of the project.
- c) Process the payments upon submission of a detailed invoice and agreed deliverables.
- d) Oversee the whole project.
- e) The GDARDE will cover the approved fee of the service provider as detailed in relevant contractual agreements.
- f) The GDARDE will identify a Project Coordinator to coordinate the Project.
- g) Where possible, GDARDE will provide available documentation and information relevant to the Project to the service provider (all information required to be provided by the GDARDE must be clearly indicated in the project proposal).
- h) Relevant staff of GDARDE will make themselves available for the various agreed workshops and meetings; and will review and make comments on all draft documents as per the agreed-upon schedules provided by the service provider.
- i) GDARDE will ensure that all deliverables supplied are duly approved by the competent GDARDE official before payment is made to the service provider.

8.2 Duties of the appointed service provider

- a) Develop a comprehensive project implementation plan as set out in this document.
- b) Manage project day to day activities and operations to achieve set objectives and project scope.
- c) Hold periodic project management meetings (as per agreement during inception) as well as monthly steering committee meetings, provide secretariat duties, prepare and keep reports of the proceedings.
- d) Be responsible for all procurement relating to the project operations, including venue preparation, where necessary, and other logistics for all the meetings and stakeholder workshops or operational aspects.
- e) Submit all listed deliverables, including the final implementation report to the GDARDE.
- f) Determine the collection and calculation methods to gather data and compile reports.
- g) Provide monthly progress reports by the 5th business day of the following month from the date of inception.
- h) The service provider must budget for hosting the workshops, venue, catering and any payments that could be required in relation to each engagement held. The Service Provider will also undertake secretarial services for the Stakeholder and public participations engagements.

8.3 Skills Transfer Plan

- a) The Service provider must provide skills transfer to officials of the Department who form part of the Project Management Team.
- b) The following specific skills must be transferred:
 - Transfer of data collection and analysing skills.
 - Transfer of baselines and how to establish trends.
 - The service provider must detail all the activities that will entail the programme/plan for skills transfer, including methodologies and tools used.

9. TIME FRAME OF THE PROJECT

All work associated with this project in terms of the TOR requirements must be completed within a period of twelve (12) months from the date of contract acceptance or appointment. Proposals must include a work programme implementation to ensure that project closure is achieved by this date.

10. COSTING/ COMPREHENSIVE BUDGET

In preparing the financial proposal, the service provider is expected to consider the requirements and conditions of the Terms of Reference documents. The financial proposal should list all costs associated with the project. A comprehensive budget must be provided in a separate envelope inclusive of all disbursement costs, expenses, and VAT.

11. EVALUATION METHODOLOGY

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999, Preferential Procurement Policy Framework Act 5 of 2000, the Preferential Procurement Regulations 2022, the Supply Chain Management Policy of the Department of Agriculture and Rural Development and the applicable Treasury Regulations.

The first stage will be the evaluation of bids on compliance which consist of Compliance, Administrative Requirements (Mandatory returnable Documents and other returnable documents) and Functionality criteria. During this stage, bids that do not meet the Mandatory documents requirements and the minimum threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e., evaluation on Price and Specific goals.

Second Stage of evaluation: The 80/20-point system will apply to this project. 80 points max will apply to Price (Ps) and 20 points max will apply to Specific goals.

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

Stage 1A: Administrative Compliance Evaluation (Mandatory and Other Returnable Documents)

Stage 1B: Functionality Evaluation

Stage 2: Price and Specific Goals

- ✓ **Price = 80 Points**
- ✓ **Specific Goals = 20 Points**

11.1 Stage 1A: Administrative Compliance Evaluation

11.1.1 Mandatory Documents:

A bidder must submit all mandatory returnable documents as listed below (documents must be completed and signed where applicable):

- a) Fully completed and signed Invitation to Bid form SBD 1.
- b) Fully completed and signed Declaration of Interest form SBD 4.
- c) Fully completed and signed Preference Points Claim Form SBD 6.1.
- d) Fully completed and signed Pricing schedule form (professional services) SBD 3.3.
- e) Detailed project implementation plan with clear timeframes including the methodology, project resources that will be required, Technical approach to data management and technical approach of the project.
- f) A project organogram clearly indicating the key project team/ key expertise in relation to the project with qualifications and detailed CVs for each project team member/ key expertise.

NB: If any of the above bid documents/forms are not fully completed, signed, and not handed in with your bid proposal with accompanying supporting documents (as detailed above) on the closing date and time, your proposal will immediately be disqualified.

11.1.2 Other Returnable Documents

A Bidder must also submit the following returnable documents:

- a) An original or certified copy of the signed teaming agreement (the agreement must be signed by all party representatives, clearly indicating the leading partner and revenue split).
- b) Proof of registration with the National Treasury Central Supplier Database (CSD) (in the case of a partnership/consortium/joint venture, proof for each party is to be submitted).

c) A valid Tax Compliance Status (TCS) pin from SARS (in the case of a partnership/consortium/joint venture, a TCS pin from SARS, for each party is to be submitted).

11.2 Stage 1B: Functionality Evaluation

Stage 1B will entail the evaluation of bids on functionality – the total functionality points are 100 and the minimum functionality threshold is 65 points. During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second stage of evaluation i.e., evaluation on price and preference. It must be noted that the functionality points allocated will not form part of the total preference points.

Note: Any supplier scoring less than 65 points during this stage of evaluation shall not be considered for the next stage of the evaluation process.

Functionality Evaluation Criteria

Evaluation Criteria	Requirements	Maximum points allocated
1. Bidder's previous experience	<p>Bidder's proof of experience in undertaking and completing IWMP and or Waste Management Strategies. The reference letters/ completion certificates should be on the client's (providing reference to the bidder) letterhead indicating the name and address of the client for which work was done, the project description and the year in which the work was performed. The reference letters should be signed and dated by the referee.</p> <ul style="list-style-type: none"> • 4 or more completed IWMP development projects and or Waste Management Strategies with completion certificates/letters indicating that projects were successfully completed = 40 points • 3 completed IWMP development projects and or Waste Management Strategies with completion certificates/letters indicating that projects were successfully completed = 30 points • 2 completed IWMP development projects and or Waste Management Strategies with completion certificates/letters indicating that projects were successfully completed = 20 points • 1 completed IWMP development project and or Waste Management Strategies with completion certificate/letter indicating that project was successfully completed = 10 points • Non submission or submission of IWMP project experience not relevant to selection criteria = 0 points 	40

Evaluation Criteria	Requirements	Maximum points allocated
2. Project Manager Experience, Qualifications and Registration	<p>Project Manager Experience and Qualifications</p> <p>2.1 Project Manager Qualifications and experience = 20 points</p> <p>Qualified and experienced Project Manager in developing the IWMPs and or Waste Management Strategies</p> <p>2.1.1 Project Manager Qualifications = 10 points</p> <p>Qualification in Environmental Management/ Natural Science or equivalent qualification</p> <ul style="list-style-type: none"> • A post graduate Degree in Environmental Management/ Natural Science or an equivalent qualification = 10 points • A Bachelor's Degree in Environmental Management/ Natural Science or an equivalent qualification = 7 points • National Diploma in Environmental Management/ Natural Science or an equivalent Qualification = 4 points • No relevant qualification = 0 points <p>2.1.2 Project Manager 's relevant experience = 10 points</p> <ul style="list-style-type: none"> • 4 or more years of experience in the development of the IWMPs and or Waste Management Strategies = 10 points. • 3 years of experience in the development of the IWMPs and or Waste Management Strategies = 7 points. • 2 years of experience in the development of the IWMPs and or Waste Management Strategies = 4 points • Less than two years' experience/ irrelevant experience = 0 points. <p>(NB Attach certified copies of relevant qualifications and curriculum vitae clearly indicating relevant experience.)</p>	24
3. Project Team Members (excluding Project Manager)	<p>The relevant qualifications and experience of individual team members (attach Curriculum Vitae (CV) indicating experience and certified copies of qualifications)</p>	

Evaluation Criteria	Requirements	Maximum points allocated
qualification and experience	<p>The Project Team must as a minimum comprise of the following qualified and experienced professionals:</p> <ul style="list-style-type: none"> – Researcher (including experience in data capturing, analysing and interpretation) – Facilitator (experience in facilitating workshops) 	
	<p>3.1a) Researcher Qualifications</p> <ul style="list-style-type: none"> • PhD degree in Environmental Management/ Environmental Science or equivalent qualification = 10 points • Master's in Environmental Management/ Environmental Science = 8 points • Honours degree in Environmental Management/ Environmental Science = 6 points • Bachelor's degree in Environmental Management/ Environmental Science = 4 points • Diploma in Environmental Management/ Environmental Science = 2 points • Submission of qualification not meeting the criteria = 0 points 	10
	<p>3.1b) Researcher Experience and Registration</p> <ul style="list-style-type: none"> • 5 years or more in the development of the IWMPs and or Waste Management Strategies = 10 points • 3-4 years or more in the development of the IWMPs and or Waste Management Strategies = 7 points • 1-2 years or more in the development of the IWMPs and or Waste Management Strategies = 4 points • No relevant experience or no registration = 0 points • Attach a certified copy of a proof of Registration with the Scientific body, SACNASP, EAPASA or equivalent = 3 points 	13
	<p>3.2a) Facilitator Qualifications</p> <ul style="list-style-type: none"> • Master's degree in Administration/ Communication/ Project Management = 8 points • Honours' degree in Administration/ Communication/ Project Management = 6 points • Bachelor's degree in Administration/ Communication/ Project Management = 4 points • Diploma in Administration/ Communication/ Project Management = 2 points • No relevant qualification = 0 points 	8

Evaluation Criteria	Requirements	Maximum points allocated
	3.2b) Facilitator Experience <ul style="list-style-type: none"> • 5 years or more in facilitation of projects = 5 points • 3-4 years or more in facilitation of projects = 3 points • 1-2 years or more in facilitation of projects = 1 points • No relevant experience = 0 points 	5
TOTAL		100
Minimum Threshold		65 points

Note: Bidder scoring less than 65 points during this stage of evaluation will not be considered for the next stage of the evaluation process.

11.3 Stage 2 of the Evaluation Process: Price and Preference Point Evaluation

Will be scored as follows:

Calculated in terms of Regulations 4(1) and 4(2) of the Preferential Procurement Regulations, 2022 as follows:

AREAS	POINTS
Price	80
Specific goals	20

Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

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

Where:

Ps = Points score for price

Pt = Comparative price of tender under consideration

Pmin = Comparative price of the lowest acceptable tender

Specific goals Point Evaluation:

Specific goal points must be awarded to a service provider for attaining the specific goals in accordance with the table below:

Specific goals (Historical disadvantaged individuals)	Number of points
Blacks owned	10
Women owned	5
People with disabilities	5

- To score the total of 10 points on race, the company/enterprises should be 100% black owned.
- To score the total of 5 points on gender parities, the company/enterprises should be 100% women owned.
- To score the total of 5 points on people with disabilities, the company/enterprises should be 100% owned by people living with disabilities.

❖ **CSD report document will be used for scoring and evaluating of the above specific goal points.**

Note: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, as amended, at the date of tender closure, and available on www.treasury.gov.za

12. SUBMISSION OF PROJECT PROPOSAL

- 12.1 Bidder must deliver two copies (one hard copy and one electronic copy) of the project proposal and supporting documentation.
- 12.2 Ensure that pages are completed in full and signed by authorised representative (s) of the bidder. The address for delivery of package is as follows: **Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.**
- 12.3 Proposals must be:
 - marked with the relevant tender number.
 - clearly indexed; and
 - delivered sealed.
- 12.4 The following information must appear on the outside of the sealed proposal:
 - Name of Bidder.
 - Description of proposal.
 - RFP Number; and
 - Closing date and time.

13. HIGHLY RECOMMENDED BRIEFING SESSION

A highly recommended tender briefing session will be held to illustrate to prospective bidders the requirements and allow the opportunity for questions.

14. CONTRACTUAL ARRANGEMENTS

The services required will be governed by a signed Service Level Agreement or Professional Services Contract between GDARDE and the Service Provider, in line with this Terms of Reference. Until such time the aforementioned agreement has been finalized, the relationship between GDARDE and the Service Provider will be governed by the Gauteng Provincial

Government General Conditions of Contract, the contents of this Terms of Reference and subsequent written communications from the GDARDE.

The following must be noted:

- a) The TOR, the project proposal, and the associated tender documentation will serve as an agreement between the GDARDE and the appointed service provider. However, a further formal (professional services) contract will be drawn up detailing all contractual obligations, and it will be expected of the service provider to sign such contract with the GDARDE eventually;
- b) The bidders are expected to provide the total bid amount including costs for all work to be conducted as stipulated in the Terms of Reference;
- c) The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the GDARDE's project manager;
- d) Once appointed, the purchase order number will be issued to the service provider, which must be used in all future financial related correspondence;
- e) Payment will be made after completion, review and approval of each deliverable received from the service provider;
- f) The invoice must detail specific activities performed; and
- g) No up-front payments will be made. The GDARDE will pay for satisfactory completion of work within 30 days of submission of invoice.

15. GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulate payments 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.

16. ENQUIRIES

All enquiries must be made in writing and must reach the Officials listed below at least 5 working days prior to the closing date and time of the tender publication.

Supply Chain Management related questions may be directed to:

Ms. Lindi Ngati
Supply Chain Management Directorate
Email: ursula.ngati@gauteng.gov.za

Technical related questions may be directed to:

Mr. Emmanuel Mukondeleli Takalani
E-mail: Emmanuel.Takalani@gauteng.gov.za



Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

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

- 8.1 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,

- the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 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;

- 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)