


GAUTENG PROVINCE

 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER														
RFP DESCRIPTION														
CUSTOMER DEPARTMENT														
CUSTOMER INSTITUTION														
BRIEFING SESSION	Y	N				SESSION COMPULSORY			Y	N				
				SESSION HIGHLY RECOMMENDED			Y	N						
BRIEFING VENUE					DATE			TIME						
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.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act 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

This RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted 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

Provincial Supply Chain Management

Request for Proposal

Page 2 of 4

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.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 3 of 4

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



GAUTENG PROVINCE

PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 4 of 4

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)			

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



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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 2 of 3

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.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 3 of 3

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

Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

Special Conditions

Page 2 of 3

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-



Provincial Supply Chain Management

Special Conditions

Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



APPOINTMENT OF A PANEL OF PROFESSIONAL SERVICE PROVIDERS (PSPs) TO ASSIST GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT IN THE PLANNING, BUDGETING, IMPLEMENTATION, MONITORING AND REPORTING OF NEW AND EXISTING INFRASTRUCTURE ASSETS FOR A PERIOD OF THREE (3) YEARS.

TABLE OF CONTENTS

1. INTRODUCTION AND BACKGROUND.....	4
2. OBJECTIVE.....	4
3. NATURE OF WORKS.....	5
4. ELIGIBILITY.....	5
5. ACKNOWLEDGEMENT OF ADDENDA.....	5
6. CONTRACTUAL REQUIREMENTS.....	5
7. FINANCIAL PLAN.....	6
8. APPOINTMENT METHOD.....	6
9. SCOPE OF SERVICES.....	6
10. EVALUATION METHODOLOGY.....	8
11. FUNCTIONALITY EVALUATION.....	10
12. PRICE AND SPECIFIC GOALS EVALUATION.....	15
13. COMPULSORY BRIEFING SESSION	16
14. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)	17

ACRONYMS

GDARDE	Gauteng Department of Agriculture, Rural Development and Environment
FIDPM	Framework for Infrastructure Delivery and Procurement Management
IDMS	Infrastructure Delivery Management System
PSPs	Professional Service Providers
IDU	Infrastructure Development Unit
SACAP	South African Council for Architectural Professions
ECSA	Engineering Council of South Africa
SACQSP	South African Council for Quantity Surveying Profession
SACPLAN	South African Council for Planners
SACNASP	South African Council for Natural Scientific Professions
SACPCMP	South African Council for Project and Construction Management Professions
PSC	Professional Services Contract
BBBEE	Broad Based Black Economic Empowerment
GIAMA	Government Immovable Asset Management Act
DORA	Division of Revenue Act
PFMA	Public Finance Management Act
NEMA	National Environmental Management Act
OHSA	Occupational Health and Safety Act
SCM	Supply Chain Management
SANS	South African National Standards
SABS	South African Building Standards
ICT	Information and Communications Technology
CIDB	Construction Industry Development Board

1. INTRODUCTION AND BACKGROUND

The Gauteng Department of Agriculture, Rural Development and Environment (GDARDE) as an organ of state requires infrastructure to deliver its services to the citizens of Gauteng Province. Through its legislative mandate GDARDE has infrastructure delivery functions which must be performed in accordance with the Framework for Infrastructure Delivery and Procurement Management (FIDPM), effective from 1 October 2019, which covers the Supply Chain Management (SCM) system of Government in line with Infrastructure Delivery Management System (IDMS).

The infrastructure functions of GDARDE, which includes new infrastructure, additions, upgrades, refurbishments, renovations, rehabilitation and maintenance, must be aligned to the IDMS for agricultural, environmental and rural development infrastructure that includes the following, but is not limited to:

- Infrastructure within all GDARDE nature reserves. This includes facilities for tourism, historical buildings, offices, staff accommodation and all supporting services.
- Environmental infrastructure such as:
 - Rehabilitation of wetlands
 - Dams
- Agricultural Support Infrastructure such as:
 - agricultural structures:
 - Piggery structures
 - Poultry structures
 - Animal handling facilities
 - Shade nets
 - Hydroponic tunnels
 - Irrigation systems
 - Aquaculture related structures
 - Fencing
 - Drilling and equipping of boreholes
 - Fresh Produce Markets
 - Veterinary Clinics
 - Agriparks infrastructure facilities and equipment
- Agro-processing facilities

The Department has identified the need to appoint a panel of pre-qualified Professional Service Providers (PSPs) in order to meet the mandate and objectives of GDARDE in compliance with the FIDPM and IDMS processes. The GDARDE, through the IDU, therefore requests interested PSPs (including but not limited to, sole traders, consortiums, joint ventures, etc.) to apply to be appointed for a period of three (3) years from appointment date. Over the three-year period, deliverables may be requested through an instruction to perform work only when the services are required.

2. OBJECTIVE

GDARDE wishes to compile a panel of PSPs who can assist to provide necessary expertise, support, hands on management and oversight of projects that are in various phase cycles or stages of an Infrastructure programme, including maintenance and life cycle planning. This panel of PSP's will be appointed for a period of three (3) years and will be required to bid as and when the need arises. The panel shall comprise of the following professional services:

2.1. Specific Services

- Agricultural Engineering
- Architectural
- Civil/ Structural Engineering
- Construction Health and Safety
- Construction Project Management
- Electrical Engineering
- Environmental Services
- Mechanical Engineering
- Quantity Surveying
- Town and Regional Planning

Bidders must take note that the Department reserves the right to tender outside this panel should the need arise.

3. NATURE OF WORKS

Work shall be classified in the following criteria:

- New Construction
- Upgrades and Additions
- Rehabilitation, Renovations and Refurbishments
- Maintenance

4. ELIGIBILITY

Only those bidders who have in their management and employment suitably registered Professional Persons in accordance with the relevant South African legislation for Professionally Registered Persons and in terms of the professional bodies listed below, are eligible to submit bids:

- Engineering Council of South Africa (ECSA)
- South African Council for the Architectural Professions (SACAP)
- South African Council for the Project and Construction Management Professions (SACPCMP)
- South African Council for Natural Scientific Professions (SACNASP)
- South African Council for the Quantity Surveying Professions (SACQSP)
- South African Council for Planners (SACPLAN)

5. ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of addenda to the bid documents, which the GDARDE as the Employer may issue, and if necessary, apply for an extension of the closing time stated in the bid data, to take the addenda into account.

6. CONTRACTUAL REQUIREMENTS

The New Engineering Contract (NEC) Suite of Contracts for Professionals will be applicable, and bidders are requested to familiarise themselves with the relevant clauses. Successful service providers will also be required to sign a Service Level Agreement (SLA) to conclude appointment into the pre-qualified panel.

7. FINANCIAL PLAN

The value of the works per project shall be approved by GDARDE in line with internal Departmental policies and procedures, and current legislation in respect of the classification and determination of work categories. GDARDE reserves the sole right to classify work as falling out of the scope of services that are deemed to be part of this contract. When the PSPs appointed to the Panel are approached for Requests for Proposals (RFPs), or Requests for Quotation (RFQs), PSPs will be expected to price their proposals using the latest gazetted tariff of fees or percentage-based fees or time-based fees relevant to the scope of work.

8. APPOINTMENT METHOD

If selected for the Panel, GDARDE intends to appoint the successful Bidders for a period of 3 years from appointment date. Once appointed, the PSPs will sign a Service Level Agreement and bid for individual projects as and when a need arises from GDARDE through a Request for Proposal (RFP) or Request for Quotation (RFQs). This implies that having been pre-qualified for the panel does not automatically guarantee that the PSP will be awarded any contract by GDARDE. **Work will be allocated on an as and when required basis and depending on each project need identified by GDARDE.**

9. SCOPE OF SERVICES

9.1. Regulatory Compliance

The successful pre-qualified PSPs are to ensure that all relevant legislation, including bylaws, codes of practice, practice notes, standards and statutory requirements in general, are adhered to.

9.2. Services Specification

9.2.1. Planning Processes:

Infrastructure Planning

- Undertake condition assessments of existing infrastructure under GDARDE's portfolio. The control point deliverable is complete when the condition assessment report/s, is/are approved by GDARDE.

9.2.2. Operations and Maintenance Processes:

It is important to note that each of the following stages will be deemed complete once approved by GDARDE as per the FIDPM which can be accessed on the National Treasury website www.treasury.gov.za

Operations Management Plan (OMP)

The plan must include:

- Operating procedures
- Scheduling activities
- Emergency procedures
- Resource (staff, funding, equipment, materials, etc.) requirements
- Performance and quality requirements, and
- Risks and Occupational Health and Safety (OHS) provisions

Maintenance Management Plan (MMP)

The plan must include:

- Maintenance procedures
- Scheduling activities
- Resource (staff, funding, equipment, materials, etc.) requirements
- Performance and quality requirements, and
- Risks and OHS provisions

9.2.3. Project Processes:

Stage 1: Initiation Report or Pre-Feasibility Report

- The Initiation Report, which defines project objectives, needs, acceptance criteria, organization's priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report.
Or
- A Prefeasibility Report is required on mega capital projects to determine whether or not to proceed to the Feasibility Stage, where sufficient information is presented to enable a final decision to be made regarding the implementation of the project.

Stage 2: Concept and Viability or Feasibility

The Concept Stage represents an opportunity for the development of different design concepts to satisfy the project requirements, as developed during Stage 1. It also presents, through the testing of alternative approaches, an opportunity to select a particular conceptual approach. The ultimate objective of this stage is to determine whether the project is viable to proceed, with respect to available budget, technical solutions, timeframe and other information that may be required.

- The Concept Report should as a minimum, provide the following information:
 - Document the initial design criteria and design options or the methods and procedures required to maintain the condition of infrastructure for the project; including, where necessary, the obtaining of site studies and construction and specialist advice;
 - Establish the detailed brief, scope, scale, form and cost plan for the project;
 - Provide an indicative schedule for documentation and construction or maintenance services associated with the project;
 - Include a site development plan or other suitable schematic layouts of the works;
 - Describe the statutory permissions, funding approvals or utility approvals required to proceed with the works associated with the project;
 - Include a baseline risk assessment for the package, and a health and safety plan which is required in terms of the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act;
 - Contain a risk report linked to the need for further surveys, tests, other investigations and consents and approvals, if any, during subsequent stages and identified health, safety and environmental risk;
- A feasibility report shall as a minimum provide the following information:
 - Details regarding the preparatory work covering:
 - Needs and demand analysis with output specifications; and
 - An options analysis;
 - A viability evaluation covering:
 - A financial analysis; and
 - An economic analysis, if necessary;
 - A risk assessment and sensitivity analysis;
 - A professional analysis covering:
 - A technology options assessment;
 - An environmental impact assessment; and
 - A regulatory due diligence; and
 - An Implementation readiness assessment covering:
 - Institutional capacity; and
 - A procurement plan.

Stage 3: Design Development

- The design development report shall as necessary:

- Develop in detail the accepted concept to finalise the design and definition criteria;
- Establish the detailed form, character, function and costings;
- Define all components in terms of overall size, typical detail, performance and outline specification;
- Describe how infrastructure, or elements or components thereof, are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned; and
- Confirm that the project scope can be completed within the budget or propose a revision to the budget.

Stage 4: Design Documentation

- Design documentation provides the:
 - Production information that details, performance definition, specification, sizing and positioning of all systems and components that would enable construction; and
 - Manufacture, fabrication and construction information for specific components of the work informed by the production information.

Stage 5: Works (Completed works capable of being used or occupied)

- The following is required for completion of the Works stage:
 - Completion of the works is certified in accordance with the provisions of the contract; or
 - The goods and associated services are certified as being delivered in accordance with the provisions of the contract.

Stage 6: Handover (Works which have been taken over by user or owner; completed training; record information)

- The following activities shall be undertaken during the handover stage:
 - Finalise and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished, or maintained; and
 - Handover the works and record information to the user organization and if necessary, train end user staff in the operation of the works;

Stage 7: Close-Out (Defects Certificate or Certificate of Final Completion; Final Account; Close-Out Report)

- The close out stage commences when the end user accepts liability for the works. It is complete when:
 - Record information is archived;
 - Defects certificate and certificates of final completion are issued in terms of the contract;
 - Final amount due to the Contractor is certified, in terms of the contract;
 - Close-Out Report is prepared by the Implementer and approved by the GDARDE.

10. EVALUATION METHODOLOGY

10.1. GENERAL

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

The evaluation of bids on compliance will be according to Mandatory Documents Requirements, Administrative Documents Requirements, and Functionality Criteria. During this stage, bids that do not meet the Mandatory Documents requirements, or the minimum threshold for functionality, will be disqualified and will not be considered for the establishment of the panel of service Providers.

10.2 THE BID (FOR THE ESTABLISHMENT OF THE PANEL OF SERVICE PROVIDERS) WILL BE EVALUATED AS BELOW:

Stage 1A: Mandatory Documents Requirements.

Stage 1B: Administrative Documents Requirements; and

Stage 1C: Functionality.

10.2.1 STAGE 1A: MANDATORY DOCUMENTS REQUIREMENTS

All the below Mandatory Documents must be duly completed, signed, and submitted:

- a) A fully completed (where applicable) and signed - Invitation to Bid form SBD 1
- b) A fully completed and signed - Declaration of Interest form SBD 4 / Bidder's Disclosure
- c) In the case of a Joint Venture (JV) or Consortium, the bidder must provide a certified copy of the joint venture or consortium agreement signed by all participating parties, clearly indicating the lead party and revenue split.

NB: If any of the above bid documents/forms are not duly completed, signed (where applicable), and not handed in with the bid proposal on the closing date and time, the bidder will immediately be disqualified.

10.2.2 STAGE 1B: ADMINISTRATIVE DOCUMENTS REQUIREMENTS

Bidders are required to submit the following additional documents with the bid proposal:

- a) A Tax Compliance Status Pin issued by SARS.
- b) Recent proof of National Treasury Central Supplier Database (CSD) registration.
- c) Service Provider Profile.
- d) Letter of good standing from compensation commissioner (COIDA)
- e) Bidder registration (CIPC) documents.
- f) A fully completed (where applicable) and signed Preference Points Claim Form SBD 6.1.
- g) In the case of a JV or Consortium, the bidder must provide all the above documents for each party, SBD 6.1 should take into consideration the consolidated Preference Points for the combined parties into a JV or Consortium.

NB: Bidders who do not submit a fully completed and signed Preference Points Claim Form SBD 6.1 will forfeit specific goal points [this will be considered at the Request for Quotation Stage after the establishment of the panel of service providers].

11. FUNCTIONALITY EVALUATION

11.1. Phase 2: Functionality Evaluation

Phase 2 is divided into two sections; the first section is the eligibility of the bidder, and the second section is the functionality criteria. The table below is the guide of how the two sections of Phase 2 will be evaluated.

Table No. 3: Phase 2 - Eligibility and Functionality Evaluation

Phase 2: Eligibility and Functionality Evaluation		
Section	Criteria	Threshold
Section 1	<p>Eligibility:</p> <p>The Bidder must provide copies of:</p> <ul style="list-style-type: none"> • Professional Registration for each Discipline / Field of Expertise • Proof of Professional Indemnity Insurance 	Compliant / non-compliant submission
Section 2	<p>Functionality:</p> <p>The bidder must meet the minimum threshold of 70:</p> <ul style="list-style-type: none"> • The assessment of functionality shall be done in terms of the evaluation criteria. 	70

To be evaluated, each bidder must select the specific service they are bidding for on table 4 below. Should a bidder opt to tender for more than one service, the required supporting documents for the evaluation of phase 2 must be submitted for each service the bidder is bidding for. GDARDE reserves the right to verify all the information provided by the bidder. For each discipline selected, service providers must indicate (Yes/No) and insert the name of the resource that will be evaluated.

Table No. 4: Specific Services

No.	Discipline	Registration Requirements	Yes/No	Name of the Resource
1.	Agricultural Engineer	Registered with Engineering Council of South Africa (ECSA) as a professional		
2.	Architect	Registered with South African Council for the Architectural Profession (SACAP) as a professional Architect/ professional Architectural Technologist		
3.	Civil and Structural Engineer	Registered with Engineering Council of South Africa (ECSA) as a professional Engineer/ professional Technologist		
4.	Construction and Safety Health	Registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a professional		
5.	Construction Project Manager	Registered with South African Council for the Project and Construction Management Professions (SACPCMP) as a professional		
6.	Electrical Engineer	Registered with Engineering Council of South Africa (ECSA) as a professional Engineer/ professional Technologist		
7.	Environmental Practitioner	Registered with Environmental Assessment South African Council for Natural Scientific Professions (SACNASP) as a professional		
8.	Mechanical Engineer	Registered with Engineering Council of South Africa (ECSA) as a professional Engineer/ professional Technologist		

No.	Discipline	Registration Requirements	Yes/No	Name of the Resource
9.	Quantity Surveyor	Registered with South African Council for Quantity Surveyors (SACQSP) as a professional		
10.	Town Planner	Registered with South African Council for Planners (SACPLAN) as a professional		

11.1.1. Eligibility

- Each bidder must attach copies of Professional Registration for each Discipline / Field of Expertise tendered for. Bidders must ensure that registration is in good standing at the time of award. Should the proof of registration not be submitted, the bid will be considered ineligible and will not be further evaluated for functionality.
- Each bidder must provide proof of professional indemnity for evaluation purposes in this bid. The employer shall not award a contract to any bidder that does not hold a valid professional indemnity insurance. When appointed for a specific project on an as and when required basis, the bidder will be required to provide minimum Professional Indemnity insurance cover which is twice the appointment value.

11.1.2. Functionality

The functionality criteria and scoring thresholds establish the competence and capability of the bidder. Table 5 below shows the functionality criterion to be measured and the applicable score for each criterion. A bid submission scoring less than the threshold score will be excluded from further bid evaluation proceedings. A bid submission scoring the threshold score will continue to be evaluated.

Table 5: Summary of the Functionality Criteria

Criterion No.	Functionality Criteria	Score
Criterion No.1	Company Experience	30
Criterion No.2	Company Profile	20
Criterion No.3	Experience of Key Personnel	30
Criterion No.4	Transfer of Skills	20
Total		100

A bid shall be disqualified if it fails to meet the minimum threshold of 70 for functionality. The functionality criteria are provided in Table 6 below per category.

11.1.2.1. Minimum Functionality Criteria

Table 5: Minimum Functionality Criteria

Minimum Functionality Criteria	Points	Sub-Points
Criterion No.1: Company reference letters (per discipline)		
Provide reference letters for five (5) projects previously completed with contactable details relating to specific discipline bidding for. The reference letter must indicate the following.		
<ol style="list-style-type: none"> Name of the institution where the work was undertaken, and description of the service provided. Confirmation that the bidder had successfully completed the service. Referee name and contact numbers. The duration of the service provided (start and end date must indicate the month and the year). 	30	
5 Projects		30
4 Projects		24
3 Projects		18
2 Projects		12
1 Project		6
0 Projects		0
Criterion No. 2: Company Profile		
Provide a company profile including the following details:		
<ol style="list-style-type: none"> Structure (organogram); and Quality management systems (indicating how a minimum three step quality management system, reporting, filing and document control will be maintained) 	20	
Complete profile with both sub-headings (a and b)		20
Profile with 1 sub-heading (a or b)		10
Profile without requirements or no submission		0
Criterion No. 3: Experience of Key Personnel (per discipline)		
Bidders must clearly indicate which professionals for the disciplines they are bidding for (in line with Table 4) and provide a Curriculum Vitae (CV) that demonstrates the knowledge and level of expertise in relation to the profession. The CV must have contactable references and detail the following:		
<ol style="list-style-type: none"> The nature of post registration experience relevant to the discipline bidding for The number of years of experience post registration relevant to the discipline bidding for 	30	
More than 10 years post registration experience in the discipline		30
6 to 10 years post registration experience in the discipline		20
3 to 5 years post registration experience in the discipline		10
Less than 3 years post registration experience in the discipline		0
Criterion No. 4: Transfer of Skills		
Provide proof of at least two (2) registered candidates being mentored within the firm.		
The following must be included as proof:		
<ol style="list-style-type: none"> Candidate registration certificate from the relevant professional body Candidate's CV 	20	
Proof of registration and CVs of 2 candidates		20
Proof of registration and CV of 1 candidate		10
Zero candidates		0
Total Point for Functionality	100	
Minimum Threshold	70	

12. PRICE AND SPECIFIC GOALS EVALUATION

(a) These criteria will not form part of the evaluations for the establishment of the panel of service providers. However, should the bidder be included on the panel the following (Price and Specific Goals) will be used during the Request for Quotation Stage.

(b) The evaluation as per Regulation 4 of the Preferential Procurement Regulations, 2022, will be as follows:

Price & Specific Goals	Points
Price	80
Specific Goals	20
TOTAL	100

(i) Price Evaluation:

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable render

(ii) Points Awarded for Specific Goals

In terms of Regulation 4 of the Preferential Procurement Regulations, 2022, Specific Goals must be scored as follows:

Specific goals (HDI-Historical disadvantage individuals)	Number of Points (Preference points system 20)
Blacks	10
Women	5
People with disabilities	5

NB

- **To score the total points of 10 on Blacks, the service provider should be 100% Black owned.**
- **To score the total of 5 on Women, the service provider should be 100% Women owned.**
- **To score a total of 5 on People with Disabilities, the service provider must be 100% owned by People with Disabilities.**
- **CSD report documents will be used for scoring and evaluating the above preference points.**
- **All points will be allocated in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 and the Preferential Procurement Regulations, 2022, as amended, as available on www.treasury.gov.za**

13. COMPULSORY BRIEFING SESSION

Bidders will be required to attend a **compulsory virtual briefing session** as per the details below. The Department will hold two briefing sessions to cater for Load Shedding times. The bidders can choose to attend either the morning or the afternoon session.

The following link must be used to join the briefing meeting:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MzlyN2ViOTQtOTNjOC00MzZmLWJhZDAtYTZIMWMxMTk4YjA2%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%2235a5e696-5de6-4248-9036-353559acb5a8%22%7d

Or use the following:

Meeting ID: 314 973 834 746

Passcode: WYM94P

Date:	08 September 2023
1 st Session time:	10:00 am
2 nd Session time:	14:00 pm
Venue:	Virtual

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

14.1. In order for GDARDE to consider the Bidder's response to the RFQ / 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 RFQ / RFP, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

14.2. GDARDE will process the Bidder's Personal Information in accordance with GDARDE's applicable policies and manuals, with reference to the POPIA.

14.3. Personal Information will be processed by GDARDE for purposes of assessing the Bidder's submission in relation to the RFQ / RFP, i.e., the purposes of assessing current services/goods required by GDARDE. GDARDE may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to conduct verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDARDE's authorised verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

14.4. By virtue of submitting any document containing personal information in response to the RFQ / RFP, the Bidder agrees and voluntarily consents to GDARDE's processing of the Bidder's Personal Information for the purposes of evaluating its RFQ / 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 RFQ / RFP.



Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

8. Inspections, tests and analyses	<ol style="list-style-type: none">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
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cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 1 of 7

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

[TICK APPLICABLE BOX]

	The applicable preference point system for this tender is the 90/10 preference point system.
	The applicable preference point system for this tender is the 80/20 preference point system.
	Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 2 of 7

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 3 of 7

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 4 of 7

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 5 of 7

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 6 of 7

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

	Partnership/Joint Venture / Consortium
	One-person business/sole proprietor
	Close corporation
	Public Company
	Personal Liability Company
	(Pty) Limited
	Non-Profit Company
	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 7 of 7

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	