



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

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

TENDER BOX LOCATION

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

Notes:

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

The Tendering System

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

Training sessions

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



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PART A INVITATION TO BID

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

RETURNABLE ATTACHMENT



GAUTENG PROVINCE
TREASURY
REPUBLIC OF SOUTH AFRICA

PERSONAL INFORMATION PROCESSING FORM

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

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

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

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

Privacy Laws Compliance Clause

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

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, (**POPIA**)) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:

- ✓ ensure the lawful processing of Personal Information
- ✓ secure the integrity and confidentiality of such Personal Information;
- ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
- ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
- ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
- ✓ apply the acceptable information security practices and procedures.

11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

SERVICE BASED	<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

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



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Instructions to Bidders

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

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

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

- 2.2.1 If so, furnish particulars:

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

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

- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		Date	
Position		Name of Bidder	



Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

Special Conditions

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

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

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

- Stage One-
- Stage Two-



Provincial Supply Chain Management

Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
TOR: SAP PROCUREMENT UPGRADE, ENHANCEMENT, IMPLEMENTATION, AND MAINTENANCE OVER 3 YEARS FOR GPG		Page: 1 of 60

COVER PAGE

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The GPT accepts no liability for any damages whatsoever that may result from the use of this document including the material contained herein, irrespective of the cause or circumstances.

Content

This document references various standards and specifications applicable to the relevant business sector within the Republic of South Africa. Changes to these standards and specifications effected during the course of preparing this document have not been taken into account and therefore may vary. Changes or queries detected in this document must be brought to the attention of the GPT.

Compliance to this specification does not in itself confer immunity from legal obligations.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p>PROVINCIAL SUPPLY CHAIN MANAGEMENT</p>	<p>TOR: SAP PROCUREMENT UPGRADE, ENHANCEMENT, IMPLEMENTATION, AND MAINTENANCE OVER 3 YEARS FOR GPG</p>
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 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	TOR: SAP PROCUREMENT UPGRADE, ENHANCEMENT, IMPLEMENTATION, AND MAINTENANCE OVER 3 YEARS FOR GPG
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A. DEFINITIONS

In this document, unless the contrary is clearly indicated:

“Black designated groups” has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act

“Black people” has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act

“co-operative” means a co-operative registered in terms of section 7 of the Co-operative Act, 2005 (Act No. 14 of 2005)

“Designated group” means-

- a) Black designated groups.
- b) Black people.
- c) Women.
- d) People with disabilities; or
- e) Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)

“Designated sector” means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a)

“Military veteran” has the meaning assigned to it in section 1 of the Military Veterans Act, 2011 (Act No.18 of 2011)

“National Treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1998 (Act No.1 of 1999)

“People with disabilities” has the meaning assigned to it in section 1 of the Employment Act, 1998 (Act No.55 of 1998)

“Stipulated minimum threshold” means the minimum threshold stipulated in terms of regulation 8(1)(b)

“The Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)

“township” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994

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“treasury” has the meaning assigned to it in section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

“youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

B. ABREVIATION

“APP”	shall mean Annual Performance Plans
“CoGTA”	shall mean Cooperative Governance and Traditional Affairs
“CIDB”	shall mean Construction Industry Development Board
“DPSA”	shall mean Department of Public Services and Administration
“ECE”	shall mean Expenditure of Capital Estimates
“e-GOV”	shall mean e-Government
“ERP”	shall mean Enterprise Resource Planning
“GDE”	shall mean Department of Education
“GDID”	shall mean Department of Infrastructure Development
“GDRT”	shall mean Department of Roads and Transport
“GDSACR”	shall mean Department of Sport, Arts, Culture and Recreation
“IPMPS”	shall mean Infrastructure Programme Management Plans
“OOP”	shall mean Office of the Premier
“GDSD”	shall mean Department of Social Development
“GPT”	shall mean Gauteng Provincial Treasury
“GPSAS”	shall mean Department of Safety and Liaison
“GDHS”	shall mean Gauteng Department of Human Settlements
“GDARDE”	shall mean Agriculture, Rural Development and Environment
“P2P”	shall mean Procure to Pay
“PFMA”	shall mean Public Finance Management Act
“PSPs”	shall mean Professional Service Providers (Only applicable to infrastructure projects)
“IPMPS”	shall mean Infrastructure Programme Management Plans
“TOGAF”	shall mean The Open Group Architecture Framework
“OOP”	shall mean Office of the Premier

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“P2P”	shall mean Procure to Pay
“UNPSC”	shall mean United Nations Standard Products and Services Code
“ECCMA”	shall mean Electronic Commerce Code Management Association
“eOTD”	shall mean ECCMA Open Technical Dictionary
“MESC”	shall mean Material and Equipment Standards and Code
“OOP”	shall mean Office of the Premier
“P2P”	shall mean Procure to Pay
“POC”	shall mean Proof of Concept
“RFQ”	shall mean request for quotation
“RFP”	shall mean request for proposal
“SCM”	shall mean Supply Chain Management
“SAP”	shall mean System Application and Products
“RFB”	shall mean Request for Bid
“RFI”	shall mean Request for Information
“Closing Date”	shall mean the date and time when tenders are due to be TO BE submitted
“Contract”	shall mean Contract” shall mean and include the General
“GPG”	shall mean the Gauteng Provincial Government herein represented by the GPT
“TOR”	shall mean the Terms of Reference for rendering the Services as specified in this document.
“TORGAF”	Shall mean The Open Group Architecture Framework
“Conditions of Tender”	shall mean as specified in this document, the tender forms, the Terms of Reference, a agreement concluded between the GPG and the Service Provider in relation to the Service
“SBD’s”	Standard bidding document
“SITA”	State Information Technology Agency
“XML”	Extensible Markup Language
“CIDB”	Construction Industry Development Board
“BSC”	Bid Specification Committee
“SLA”	Service Level Agreements
“INC”	Item Name Code
“IAMPs”	Infrastructure Asset Management Plans

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“IPMPs”	Infrastructure Programme Management Plans
“ECE”	Estimates of Capital Expenditure
“API”	Application Programming Interface
“DMP”	Demand Management Plan
“IPIP”	Infrastructure Programme Implementation Plan

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1. The Project Background and Goals

1a. The user background to the project effort.

The Gauteng Provincial Government (GPG) is committed to open, transparent, efficient, and effective supply chain management (SCM) which covers the procurement of goods and services as well as infrastructure (Professional Service Providers - PSPs and Contractors). Despite these efforts there are still many areas that need major improvements in terms of SCM to ensure that GPG promotes openness, transparency, effectiveness, and efficiency in its procurement processes.

The Gauteng Provincial Treasury (GPT) bears the responsibility of guaranteeing fairness and transparency throughout the entirety of the supply chain processes and ensuring that all the GPG departments operate with seamless efficiency and cost-effectiveness. One of the branches of the GPT is the Provincial Supply Chain Management (PSCM), responsible for playing of oversight role over the implementation of SCM activities within the GPG. These SCM activities include a diverse range of processes, among others:

- Demand Planning: Forecasting and estimating future demand for products and services.
- Procurement: This involves negotiating contracts and purchasing suppliers' necessary goods and services.
- Inventory Management: Managing the flow and storage of goods to ensure that they are available when needed.
- Quality control and assurance: Ensuring that products meet quality standards and regulatory requirements, and that any issues are quickly identified and resolved.
- Continuous improvement: Identifying opportunities to improve supply chain processes, and implementing changes to improve efficiency, reduce costs, and enhance customer satisfaction.

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Overall, supply chain processes are critical to ensuring that products and services are produced and delivered efficiently, effectively, and with high quality.

GPG is using the SAP Supplier Relationship Management (SRM) system for all the 'procure to pay' processes. The SRM platform is used for creation and approval of shopping carts, Purchase Orders and contracts amongst others, derived from the Request for Quotations (RFQ) process, tender process, and other procurement methods. Purchase Orders falling within the value range of above R2000 to R1 million and based on three quotations (inclusive of Value Added Tax - VAT) are covered under this platform. While the 'procure to pay process' is automated, some of the critical procurement processes such as, procurement planning, observing the tender process, requesting quotations, and evaluating them take place outside the SAP SRM system, which may be susceptible to human error and other nefarious activities.

SAP SRM system has limited functionality, which poses significant risks and impedes the company's ability to negotiate better prices. While the contracting, purchase order creation, and payment processes have been automated, the entire request for proposal (RFP) process is executed outside the system. In both RFQs and RFPs, that is the requests for quotations and proposals, communications are conducted through email, outside of the system. This significantly heightens the GPG's risk profile, particularly with regards to transparency.

The upgrade of the SAP SRM system is required to address the following challenges, amongst others:

DEMAND MANAGEMENT

- Manually generated and unautomated demand management plans and procurement plans linked with budget.

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ACQUISITION MANAGEMENT

- Semi-automated system for the procurement of goods and services and infrastructure (including invitations to bid, closing of bids, evaluations, awards, notification of briefing sessions, notification of appointment, issuing of reject letters)
- Manual requests for deviations such as sole suppliers, emergency procurement, preferred suppliers for limited bidding
- Manual submission of quotations and tender documents Manual identification of firms to source from
- Inability to rotate suppliers on the system for the procurement of goods and services through an RFQ process.
- Outdated cataloguing system which is no longer supported and has no base price for commodities.

CONTRACT MANAGEMENT

- Semi-Automated contracting, variations, expansions, price adjustments
- System unable to manage payment of sub-contractors.
- Procurement outside the contracts
- Notifications of expiry of contracts
- Overpayments on contracts
- Contracts captured without contract numbers.
- System unable to accept changes once contracts are captured.

SUPPLIER MANAGEMENT & INFORMATION STORAGE

- Lack of proper integration of various systems
- Risk profiling of suppliers done manually
- Manual storage of documents
- Limited reporting capabilities

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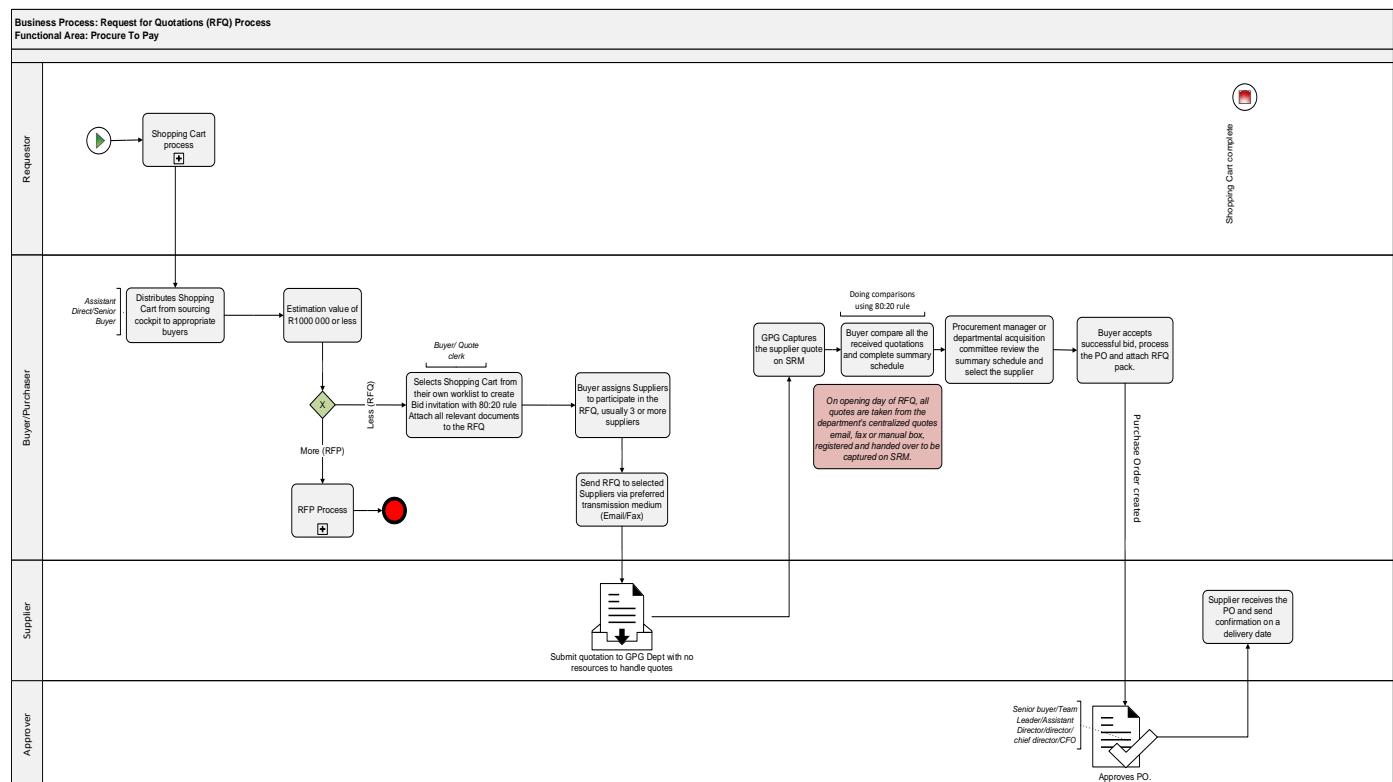
CATALOGUE AND CONTENT

- The e-Cats system has not been supported since year 2010. Subsequently, it is incompatible with latest technologies and lacks modern functionalities.
- Duplication of master data items or data entries
- Sometimes the existing e-Catalogue system is unstable and inaccessible.

The following process maps as referred to figures 1 – 9 below are also issued as Annexure B for ease of reading.

The processes below in Fig 1-2 depicts the high-level end-to-end request for proposal (RFQ) and request for proposal process (RFP).

Figure 1:RFQ "AS IS PROCESS"



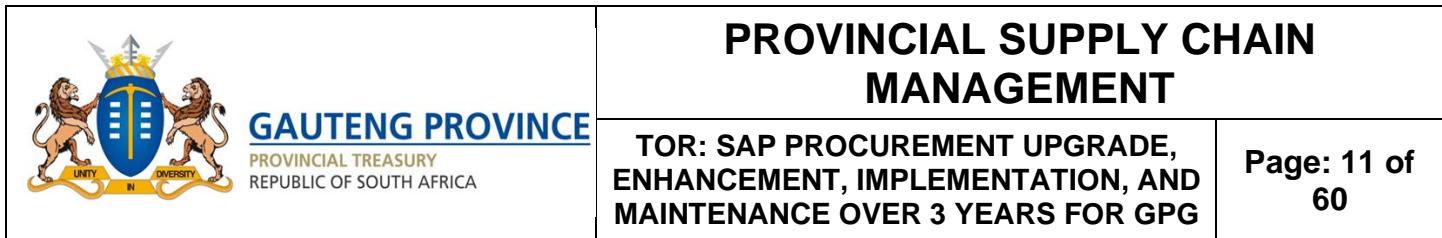
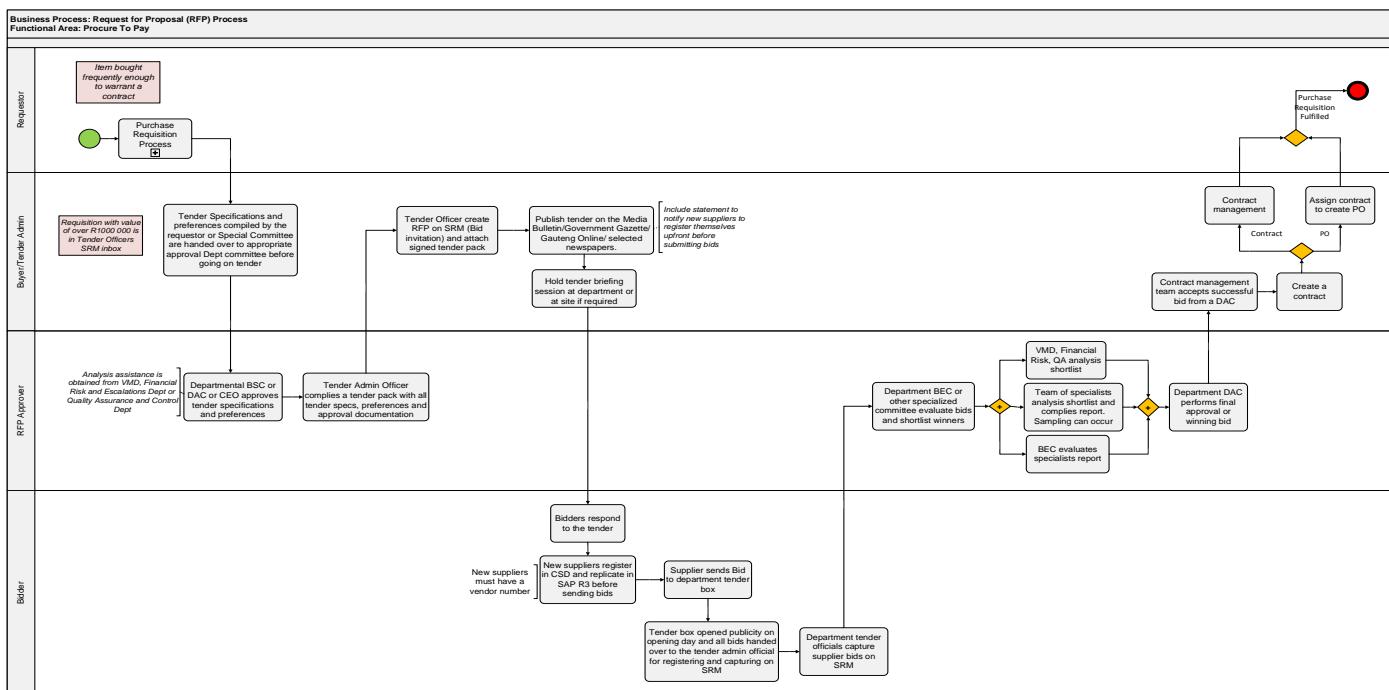


Figure 2: RFP "AS IS PROCESS"



The vendor management process is an interlinked processes which is critical in the procure to pay process, the processes depicted below amongst other from Fig. 3 – Fig. 9 are listed below:

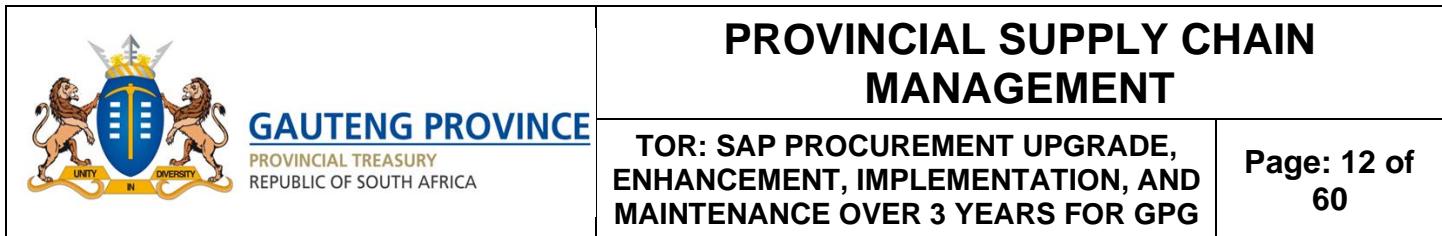


Figure 2: Maintenance of Vendor Management and Development Process

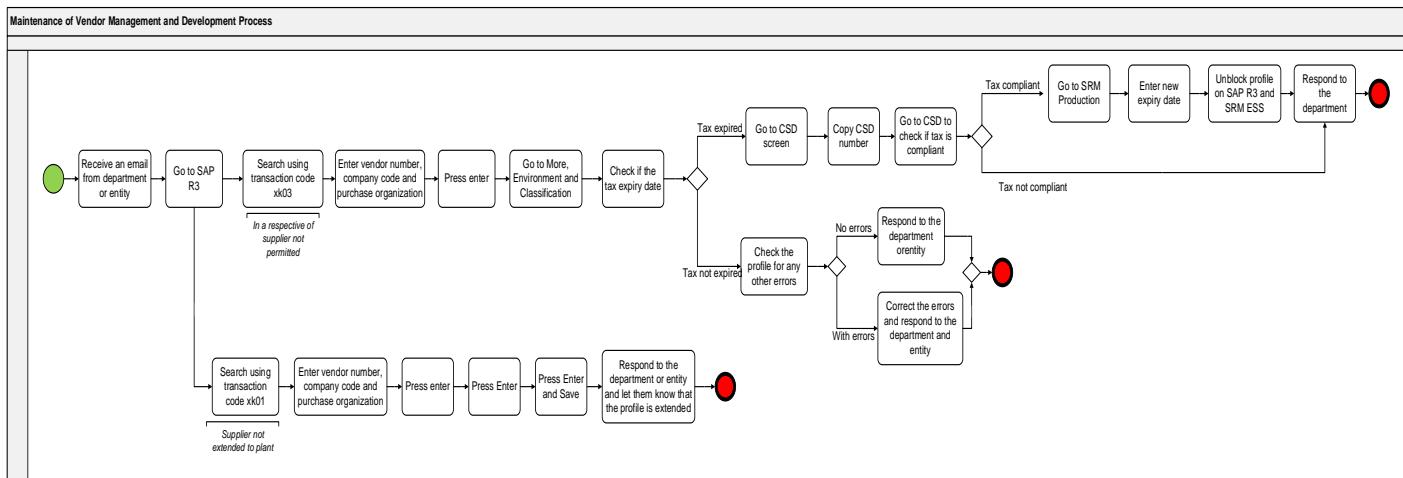


Figure 3: Mapping and re-mapping of old CSD number Process

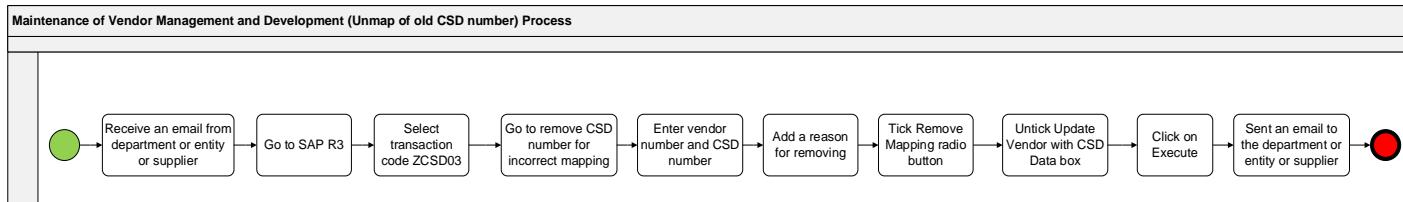
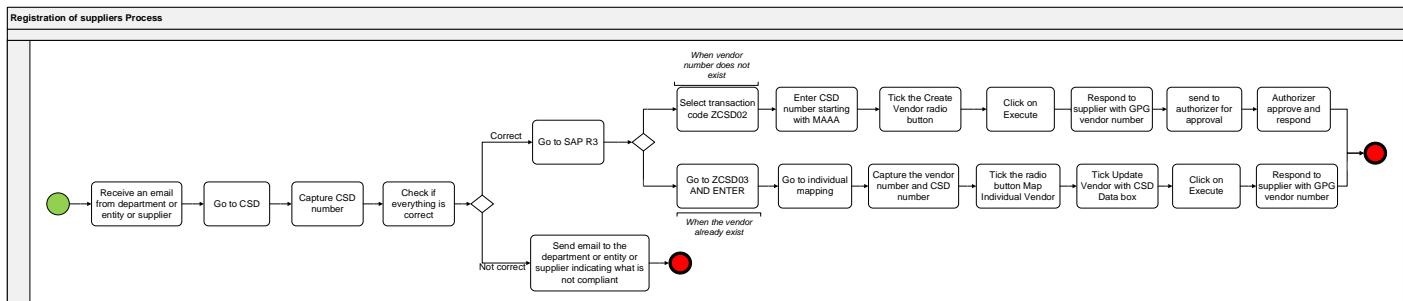
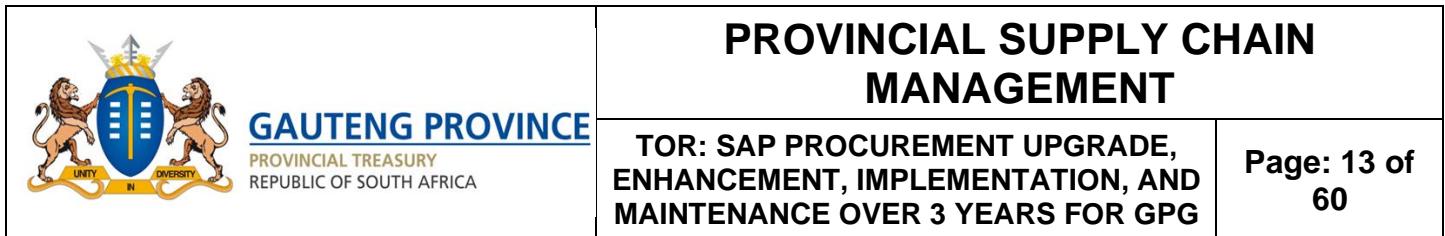


Figure 4: Registration of suppliers Process





Suppliers

Figure 5: Maintenance of Vendor Management and Development (Banking) Process

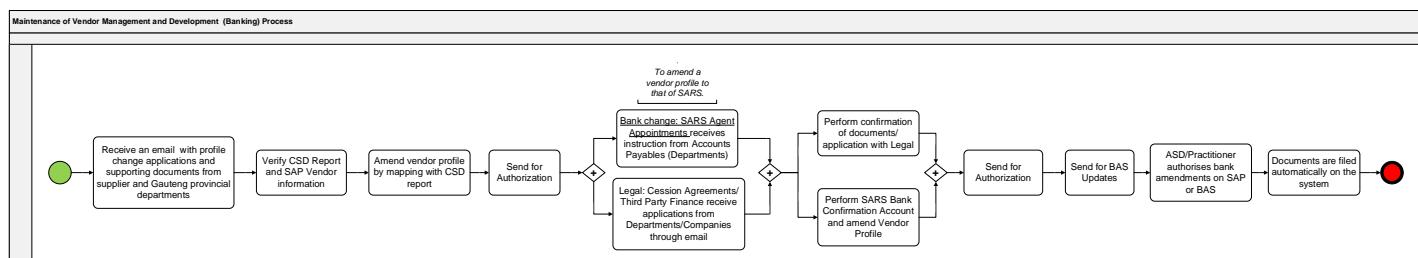


Figure 6: Banking: Return/Decline Process

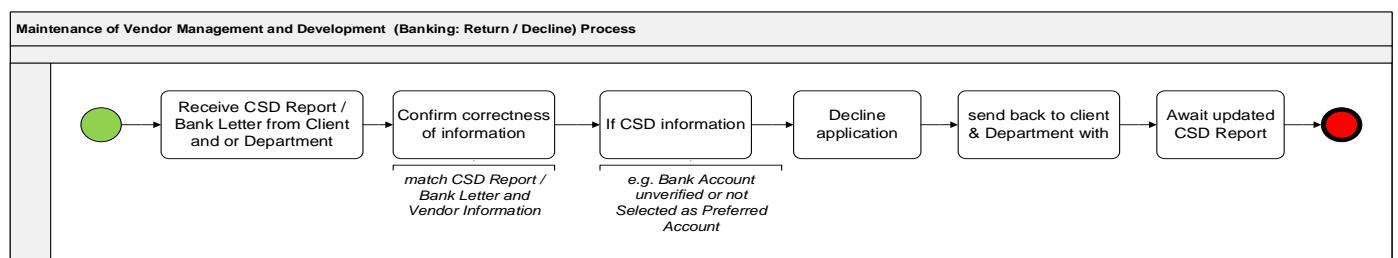
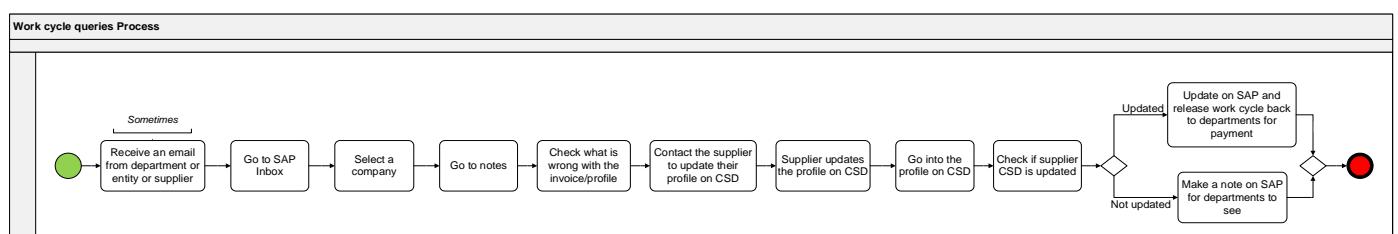


Figure 7: Work cycle queries Process



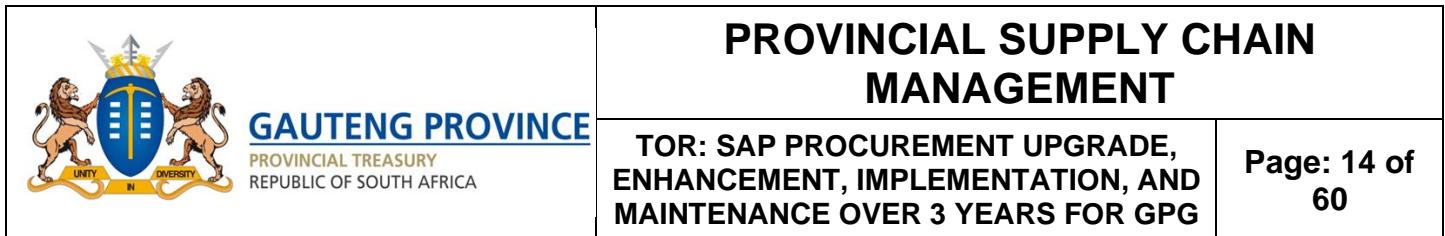
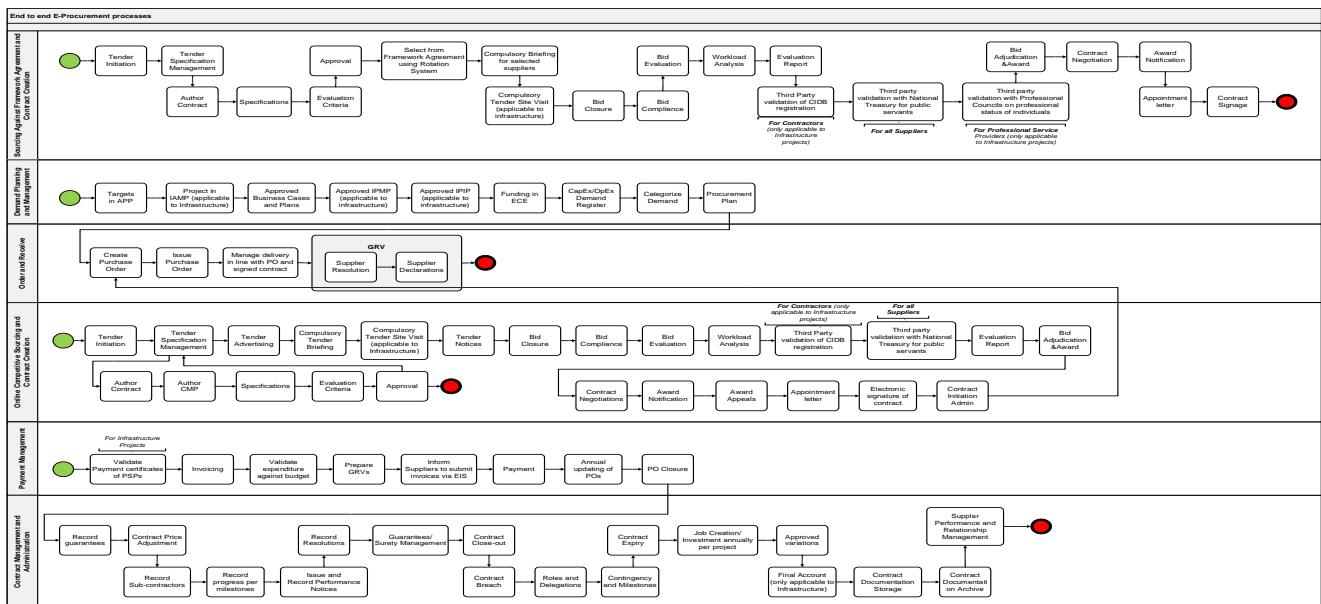
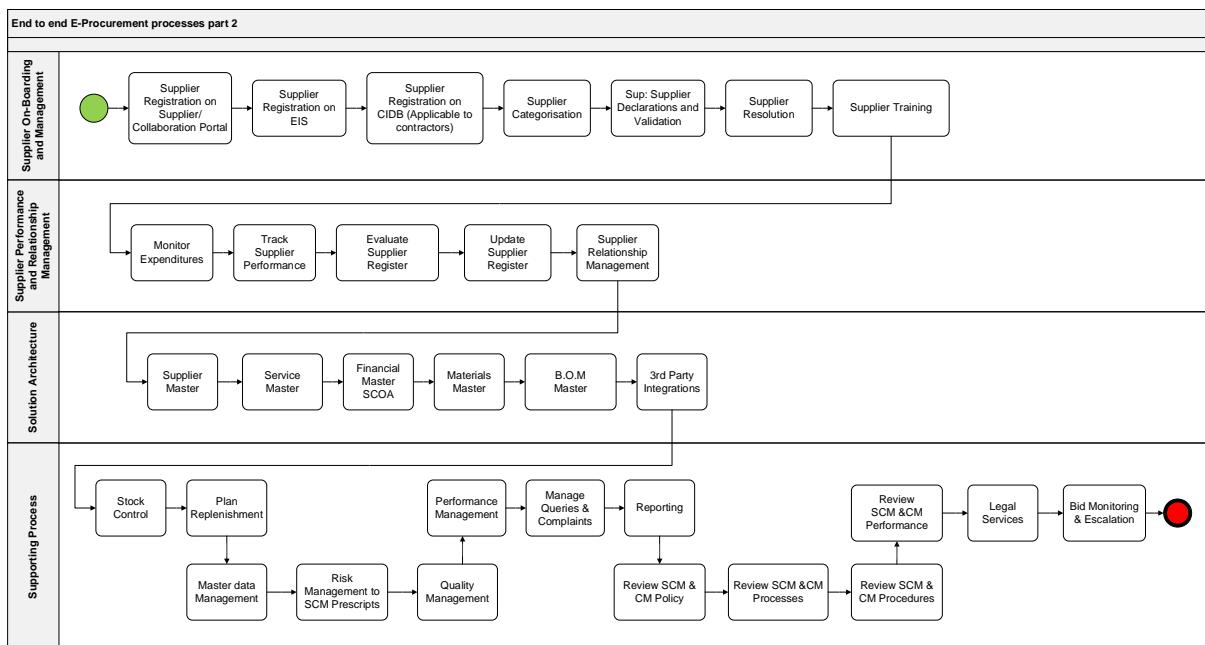


Figure 9: Procure to pay propose to be process – Part A



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Figure 9: Procure to pay propose to be process – Part B



1b. Goals of the project

Automating supply chain management processes can offer a wide range of benefits to the Gauteng Province. This project aims to implement a system that will show visibility, not pose substantial risk, and allow the ability to negotiate for better prices. Some of the key benefits of automating supply chain management processes include the below amongst others:

Increased efficiency: Automation can help to streamline supply chain management processes, reducing manual tasks and improving workflow efficiency. This can help to reduce human input and manipulation, lead times, minimize errors, and optimize resource utilisation.

Improved accuracy: Reduce errors and improve accuracy in supply chain management processes. This can help to minimize waste and improve customer satisfaction.

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Enhanced visibility: Provide real-time visibility into inventory levels, shipment status, and other key data points. This can help to improve decision-making and enable the Gauteng Province to respond quickly to changing market conditions.

Better collaboration: Improve collaboration between different departments and partners in the supply chain. This can help to reduce communication barriers, improve data sharing, and facilitate faster decision-making.

Cost savings: Minimize waste and optimize resource utilisation.

Scalability: Automated supply chain management systems can be easily scaled up or down to accommodate changes in demand or business needs. This can help to improve agility and flexibility in the supply chain.

Overall, automating supply chain management processes can help GPG to improve efficiency, accuracy, visibility, collaboration, cost savings, and scalability, all of which can help to drive business success.

The solution is expected to achieve the following objectives:

DEMAND MANAGEMENT

An Automated demand management and procurement planning functionality; to accommodate for the following steps:

- SCM Practitioner solicits demand management and procurement plan inputs.
- End – user identifies needs linked to the budget, APP, OP and submit inputs.
- End-user's authority approves inputs.
- SCM Practitioner analyses and consolidate inputs.
- Approval of DMP and PP is sought and granted.

ACQUISITION MANAGEMENT

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An Automated acquisition management functionality to accommodate the following steps:

- Automate request for quotation and proposal, with embedded procurement prescripts in the system.
- Submission and receipts of bids online with date and time stamp, and audit logs.
- Electronic capturing and submission of procurement plans linked with Strategic Plans, Annual Performance Plans (APPs), linked to a business case and ECE plans.
- Infrastructure projects that are included in the procurement plans must interface electronically with IAPMs, IPMPs and IPIPs.
- Third party interactions with CIDB to validate status and grading of contractors, the identified Built Environment Councils to validate individual registration and status of PSPs and National Treasury to validate that no person employed in the public service can submit a bid and/or be included on a proposed project team in a bid.
- Rotation of suppliers for term contracts, transversal contract, and panel of experts
- Automate deviation requests such as emergency procurement, sole supplier, preferred supplier.

CONTRACT MANAGEMENT

Automated contract management functionality to accommodate the following activities:

- Functionality for integration between Contracts, Service Level Agreements Bid Evaluation Committee Reports, Bid Award Minutes and Purchase Orders.
- The system must have the ability to allow online capturing and storing all documentation submitted for approval by the Bid Specification Committees, Bid Evaluation Committees, and Bid Award Committees. Moreover, the system should establish an online enquiry link between the captured documents for easy access and reference.

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- The system shall provide functionality that enables the maintenance of contracts and Service Level Agreements (SLAs) for relevant departments based on the user role granted.
- Embedded intelligent capability that summarizes the contract value granted to service providers over a period of three to five years before recommendation for appointment is submitted.
- Functionality that links variations and expansion to existing contract as per criteria selected.
- Electronic adjustment of prices linked to contracts such as Consumer Price Index.
- Functionality that links variations and expansions to existing contracts and purchases as per criteria selections.
- Functionality enables the connection between contracts, Service Level Agreements (SLAs), and Purchase Orders (POs) based on the start and end dates captured.
- This functionality enables the linking of fixed rates payable to Implementing Agents, Professional Service Providers, materials, and plant.
- System functionality which will enable to issue notifications for expiry of contracts, adjustments of contracts, variation of contract.
- System functionality to reject payments which exceeds contract amount.
- System functionality to automate supplier performance monitoring and close out report.

NOTE: Bidder/s shall ensure that the configuration of the solution provided will be in line with the requirements of this specification.

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2. The Customer and Stakeholders

2a. Customer

- Gauteng Provincial Treasury (GPT)

2b. Stakeholders

Departments:

1. Gauteng Department of Agriculture, Rural Development and Environment (GDARDE)
2. Gauteng Department of Community Safety (GDCS)
3. Gauteng Department of Co-operative Governance and Traditional Affairs (CoGTA)
4. Gauteng Department of e-Government (eGov)
5. Gauteng Department of Economic Development (GDED)
6. Gauteng Department of Education (GDE)
7. Gauteng Department of Health (GDH)
8. Gauteng Department of Human Settlements (GDHS)
9. Gauteng Department of Infrastructure Development (GDID)
10. Office of the Premier (OoP)
11. Gauteng Department of Roads and Transport (GDRT)
12. Gauteng Department of Social Development (GDSD)
13. Gauteng Department of Sport, Arts, Culture and Recreation (GDSACR)
14. Gauteng Provincial Treasury (GPT)

Trading Entities

1. Gauteng Liquor Board
2. World Heritage/Cradle of Humankind
3. G-Fleet
4. Dinokeng Projects
5. Gauteng Infrastructure Financing Agency
6. Gauteng Partnership Fund

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3. General Conditions

3.1 RFP Pack

General conditions of a bid are stipulated in this document to establish the general risks, liabilities and obligations of the contract in the various documents which are contained in the RFP pack.

4. Applicable Documents

4.1 Acts and Regulations

The products offered shall in respect of all matters arising from the fulfilment of the contract comply with all applicable laws, acts and regulations as amended.

In this regard special reference is, inter alia made to the following Acts and Standards, which do not constitute an exhaustive list:

- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Regulations Governing the Administering of an Oath or Affirmation
- Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- National Treasury Instruction No. 07 of 2022/2023 on Cost Containment Measures
- Preferential Procurement Regulations, 2022 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)
- Public Finance Management Act, 1999 (Act No. 1 of 1999)
- Promotion of Access to Information Act, 2000 (Act No 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No 3 of 2000)
- Protection of Personal Information Act, 2013 (Act No 4 of 2013)
- South African Civil Aviation Act 13 of 2009 and Civil Aviation Regulations
- The Constitution of the Republic of South Africa, 1996
- GPT Supply Chain Management Policy 2023 (GPG Departmental SCM policies will also be considered during the contracting process to ensure achievement of empowerment targets)

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5. Development Scope

The proposed solution will be implementable over a period of three years from the contract start date, with the focus of two years being the configuration, development, testing, implementation, skills transfer and one year being for maintenance and support. The project will be implemented in a modular approach following the Agile methodology in line with the project plan. **The Agile methodology is a project management approach that involves breaking the project into phases and emphasizes continuous collaboration and improvement. Teams follow a cycle of planning, executing, and evaluating.**

6. Service Requirements

The project will further include:

6.1 Demand Management

The system must have the below capabilities for the Demand Management process:

- Automation of the cost centre level demand management planning and the procurement planning processes for budgeted and compliant requirements.
- Requisition forecasting
- Create Requisition
- Approval of Requisition
- Creation and review of Demand Management Plan
- Approval of Demand Management Plan
- Creation and review of Procurement Plan
- Approval of Procurement Plan
- Linkage of procurement plan with demand plan and request for proposal and quotations. The system should also allow for amendments/exception linked with workflow approval.
- The system should allow for notifications .

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- The system should have a capability to lock the functionality after the defined cut-off date for the submission of inputs, for the original DMP and revised DMP.
- Amendments must follow an approved workflow process.
- In the case of infrastructure projects, an automatic linkage is required between the procurement plan and the approved IAMP (applicable only to infrastructure), business cases, and IPMPs (applicable only to infrastructure) and ECE.
- Unique reference number to be generated by the system for all requirements with workflow approval from delegated official and linkage all document types aligned in both cases (infrastructure and goods and services projects) the project must automatically be aligned to the targets in the Strategic Plans and the Annual Performance Plans. System to have a capability to upload the supporting documents.
- Automatic linkage of the Material / Service Master to the Procurement/Demand Plan.
- The system must have the capability to identify and highlight similar commodities across departments and entities for transversal sourcing purposes.
- Functionality that will enable the extraction of historic demands requirements for demand analysis.
- The system to have the capability to view all procurement plans per business unit across departments and entities.

6.2 Catalogue and Content Management

The system must have the below capabilities for the Demand Management process:

- Item/Service master creation.
- System to have standardized templates in which specifications are captured before a request for the creation of data entries is submitted.
- End-users to be able to initiate a request for the creation of data entries through the system.
- System to have a capability to validate duplicates for human intervention and to flag the error message with a suggestion to resolve the problem.

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- The request to be approved by the end-user's supervisor before submission.
- End-users to be able to track progress on the creation of data entries on the system.
- Create Items and Services long/short item descriptions SIDP (short item description pattern) of forty (40) characters automatically. SABS standards.
- System should be able to generate both material and services numbers and assign a different sequence of numbers.
- System should be able to identify/categorise contract and non-contract items.
- System should be able to link images to items.
- Capability to upload third party, such as SITA and National Treasury materials and services master data sets.
- System to have a capability that prohibits certain departments, plants and entities to use certain data entries based on their legislative mandate.
- Maintain the item master to reflect changes, in instances where changes are triggered by internal and external circumstances, such as the need to delete or block data entries. The system should keep time stamp and audit trail of the changes made.
- Newly created materials/services masters should be extended to relevant GPG departments for sourcing and creation of purchase orders purposes subject to defined business rules embedded in the system.
- The classification and alternative unit of measure (such as each, boxes) for stock items should be mandatory.
- The unit of measure should be mandatory for all newly created materials.
- The system should allow multiple vendors to use the same materials/service numbers for items of the same nature to prohibit duplication of materials.
- Allow suppliers to provide catalogue content through various interchange methods, including XML.
- Allocation of segregated roles for catalogue creation, viewing, requests, and approvals.
- The system should have a capability to enable the below material/services changes, with relevant approvals:
 - Adding Attributes

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- Creating New
- Viewing
- Updating/editing
- Link to major global cataloging standards, (eOTD, MESC, UNSPSC)
- Deletion functionality
- Error message for possible duplicates already existing in the system.

- **Imaging: The system:**

- Should be able to link images to items.
- Should allow different file formats that would be able to condense to the smallest size

- **Screening/Search Engine: The system:**

- should have a search criterion by Material number, service number, image, and description.
- should provide a database screening mode for Item Name Code (INC) codes, characteristics references.
- The e-Catalogue module must interface with the GPG's Price Data Solution for the determination of market related prices.

6.3 Data migration, storage and interface with other systems

- Data should be migrated from the existing e-Catalogue system to the SAP system.
- Migrate 10 years historical data, with the capability of searchable querying as per defined business rules, such as financial year, company code and plant.
- Master data migration of the following below:
 - Purchasing organisational structures for all GPG departments
 - GPG Company codes
 - GPG purchasing organizations.
 - GPG Plants
 - Material Master
 - GPG Storage locations

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- GPG Business Units
- Vendors
- standard chart of accounts
- open purchase orders, open grvs' shopping carts, open contracts and open confirmations
- Sap SRM customized tables and validations

6.4 Request for a Quotation

The system must have the below capabilities for the request for quotations (RFQs):

- Quotations should only be created on existing demand plan items.
- The system should initiate a deviation workflow approval procedure in accordance with the authorized delegations when less than three bids are submitted.
- Publish a Request for Quotation on the system.
- The ability for the system to select on rotational basis bidding suppliers (as per the criterion of (commodity, Department, and supplier classification)).
- Allow supplier collaboration within the procuring environment for Suppliers and buyers to be able to engage and bid directly on the system with an audit trail of the whole process.
- The ability of the system to secure the received bids till the bidding process is closed before the buyer/system can be able to open the received responses.
- Receives Supplier Responses directly on the system.
- The capability of the system to do an online evaluation of bids for administrative compliance.
- The system's capability to only recommend a successful bid after evaluation and sending a workflow for approval prior to automatically creating and authorizing a PO.
- Automatically generates purchase orders, for all accepted/approved proposals and quotations, sending a workflow for approval based on budget availability and delegation of authority.

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- Upon approval of the purchase order the system should electronically send the copy to the service provider.
- The ability for the system to allow for supplier acknowledgment of the PO.
- All unsuccessful bids should be auto rejected and notified through the system to a dedicated email.
- The ability of the system to allow the supplier to advice for the shipping process and submission of the delivery note and invoice signed by the receiving department on the system.
- Acknowledge and confirm receipt of goods for the system to perform a 3-way match and automatically process the invoice for payment.
- The ability of the system to allow the supplier to advice for the shipping process and submission of the delivery note and invoice signed by the receiving department on the system.
- Embedded uniform template Creation: The system should have pre-designed templates for creating RFQs and RFPs that are easy to use and follow, ensuring consistency across all documents.
- Automated Notifications: The system should automatically notify vendors when new RFQs or RFPs are available and provide reminders of approaching deadlines. It should also notify internal stakeholders when proposals have been received and require evaluation.

6.5 Request for Proposal

The system must have the below capabilities for RFP:

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- Create a request for proposal based on procurement plan (Business Case, Project Plan)
- Strategic sourcing processes automated.
- Market research processes automated.
- BSC recording and approval.
- Template to create unique numbers, and maintain terms of reference (ToR)
- Capability of creating committees with user access and assigning appropriate roles on the system. This functionality should have ability to run committee functions on the system with a relevant approvals approach.
- Create a request for proposal regarding a purchase requisition.
- Template for capturing BAC submissions and upload supporting documents with viewing capabilities and workflow approvals.
- Publish a Tender on the portal system and integrated to 3rd party systems.
- Capability to receive tender packs on the system through the supplier portal.
- Broadcasting messages for notification for briefing sessions and closing bids per business rule of the commodity type.
- Capability for evaluation of bids on the system and validation 3rd party interfaces (The data to create the tables will be made available to successful bidders on system demonstration stage).
- The capability to accept and reject award letters online with comments and to send a procedure for approval prior to establishing an award.
- Capabilities to award contracts on the system, generate a unique number for each contract, and archive all contracts.
- Automate award deviation requests.
- Capability to monitor and track award/rejection letters online.
- Capability for risk profile validation of suppliers such as supplier performance and financial position status.
- Seamless integration between all documents and processes associated with the Bid Specification, Bid Evaluation and Bid Award Committees.

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- Automated Notifications: The system should automatically notify vendors when new RQFs or RFPs are available and provide reminders of approaching deadlines. It should also notify internal stakeholders when proposals have been received and require evaluation.
- Evaluation Tools: The system should provide tools for evaluating proposals, such as scorecards and rubrics, to ensure consistency in evaluation and objective selection.
- The system should allow tracking of document status, including which vendors have submitted proposals, which proposals are under review, and which proposals have been accepted or rejected.

6.6 Solution Integration

The solution should integrate with the following modules:

- SAP ECC6
- Central Supplier Database (CSD)
- 3rd party systems (The data to create the tables will be made available to successful bidders on the system demonstration stage)
- Inter departmental customized systems.
- SAP grantor system
- Extended Content Management (ECM) system
- Pcard (The data to create the tables will be made available to successful bidders on the system demonstration stage)

6.7 Dashboard Reporting

Automated dashboard reporting that analyses and gives intelligence on the data being reported such as giving charts, highlighting exceptions, tracking, and updating major milestones for use by Executives, the Governance and Monitoring Unit, Risk Management Unit.

The dashboard reporting must be on the following content/details:

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- Tender status (such as how many tenders are in the approved procurement plan and their progress in terms of advert, closing, opening, evaluation, adjudication, award, negotiations, contracting, payment of the appointed firm, the turnaround time for each milestone)
- Probit Audits (analysis of findings such as type, frequency, response, lessons learned, the average turnaround time for audit reports, calculation of return on investment on probity auditing.)
- Spend Analysis (by commodity, department, top spend commodities, top suppliers by value, number of purchase orders, spend outside of existing contracts, trends, commodity price variance as per defined business criteria)
- Supplier Performance - supplier delivery (number of complaints logged per contract/supplier, number of unresolved complaints per contract/supplier, mean time to resolve queries by supplier, poor performing suppliers scorecards, performing suppliers, terminated contracts, cancelled contracts, contracts on hold)

6.8 Performance management

The system must have the below capabilities for Performance management:

- Work completed within the prescribed timeframes.
- Work completed within the contractual amount.
- Work completed meets the required quality standards.
- Payments are made in line with milestones.
- Deviations Request dashboard (Who, what, where, why, and how, number of deviations per department plant per month, quarter and year, spend through deviations as a percentage of total spend per commodity/supplier/contract).
- Bid validity deviation dashboard: Supplier per period, Department ,and Plant .
- Contracts (active contracts, variations, extensions, expired contracts, contracts to expiry in 3, 6, 9,12 months, subcontractors, contracts per regions and department, infrastructure contract in progress, completed, practical completed, on retention).
- Expenditure report linked to a contract per Company code and Plant.

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- Tender cancellations (analysis of number as a percentage of total advertised tenders per department, reason for cancellation, trends,). System to have a capability to identify common reasons for deviations across users of the system.
- Township Procurement Spend based on payments released as per the below categories:
 - Procurement Spend by commodity.
 - Procurement Spend by the corridor.
 - Procurement by the department/trading entities
 - Procurement spend by company size.
 - Procurement spends township vs non-township.
- Procurement Spend by designated groups as depicted below:
 - Procurement spend on firms owned by black people
 - Procurement spend on firms owned by women
 - Procurement spend on firms owned by youth
 - Procurement spend on firms owned by persons with disabilities
- Ability to create and track Demand and procurement plans by GPG departments/trading entities and have the flexibility of period selection (such as., Weekly, Monthly, Quarterly, Biannually, and Annually) before the beginning of the new financial year.

6.9 Reporting

The system must have the below detailed reporting:

- Tender status reports (notified for advertising, advertised, closed, number and names of bids received, awards, cancellations)
- Tender compliance reports such as., Number of days to publish bids received after tender closing, number of days to publish awards after the awarding, number of days to publish cancellations after the approval of the cancellation)
- Key Performance Indicators reports related to Strategic Plans, APP and targets .
- The average number of days to complete RFP/RFQ milestones.

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- Item Master reports (such as how many and which item master requests are at the different process milestones) including who created the items detail audit trail and time.
- Detail audit trail report on changes done on the existing Item Master.
- Key Performance Indicators reports related to Item Master Operational Plan
- The system should have search criteria, such as active contracts, township suppliers, infrastructure projects in progress, variations on contracts, expired contracts, commitments on contracts, have enough storage for supporting documents, produce dashboards on contracts.
- Embedded intelligent capability that summarizes the contract value granted to service providers over a period of three to five years before recommendation for appointment is submitted.

6.10 Data Storage and Search Engine

Central repository which will store and retrieve all procurement documentation, using a search criterion of month, date, financial year and supplier name.

6.11 Supplier Portal

The system must have the below capabilities for the collaboration of suppliers:

- Security Management: Creation of bidder's profile such as username and passwords which should be encrypted.
- Portal/Network for supplier interaction and communication.
- Auto response functionality of supplier inquires with the capability to escalate for human resolution.
- The capability of suppliers to submit bids online.
- Capability for the system to have to save mode before final submission.
- Capability for the system to allow bidders to update tender packs off-line, to deal with connectivity issues.

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- The system should have interactive forms for standard bidding documents (SBDs).
- The bidder should be able to track the status of their bids, and the status of the tender.
- The system should be able to notify the bidder when they are awarded a contract.
- The system should have an integrated database for managing vendor information, including contact details and previous proposal submissions. It should allow easy communication with vendors via email or messaging.

6.12 Contract management

The system should allow for the below capabilities for contract management:

- Support for the hierarchy of contracts: master, sub-agreements support, sub-contractors, cessions.
- The ability of the system to maintain start and end dates for each contract.
- Early warning reports and issue notifications on expiry based on the defined business rules such as the following intervals (12,9,6,3,1 monthly), and this should be mandatory function.
- Capability to monitor, view and track limits (overall limits, release limits,,), the fixed contract price of contractors, and contract milestones. The same milestones and prices must be included in the Purchase Orders.
- 4.9.4 Capability to manage a wide range of contractual clauses: % rate-based, milestone, discount (quantity, amount).
- Ability to capture, track and measure service level agreements and/or contracts against accepted tender bids in terms of timeframes and monetary value.
- In terms of infrastructure projects (appointment of contractors), all the different types of contracts listed by CIDB should be on the system. (The system should be able to classify the contractors according to the CIDB levels captured and maintained on the system) .
- For infrastructure projects, the system must be able to group projects information, such as all contractors, sub-contractors and PSP falling under one contract.
- Capability to capture contract preconditions and price adjustment and sent notifications to approved system users.

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- Capability to trigger implementation of Price Adjustments should be automated with workflow approval while the contract is active in accordance with the business rules.
- A system capable of attaching related documents to contracts during development, and negotiations and when being archived after approval by all parties. Support for multiple contract types such as value base, term, quantity base, service base contract.
- System should have capability to calculate variations percentages.
- Online drafting on conclusion of the SLA'
- Allow contracts to be electronically approved with the embedded system signature functionality.
- Integration with third party system certified electronic signature.
- Online survey performance rating.
- Alert users immediately if a non-standard, pre-approved clause, term, or rate has been entered exceptions).
- Capability of project plan linked to project milestones, budget allocated and deviations.
- Efficient and effective contract management with electronic interfaces between all the relevant documents such as contracts, variations, expansions, payments.
- Contract Negotiations: Allow contracts to be negotiated in an online mode with necessary approvals and parameters.

6.13 E- Supplier Performance Management

- Automation of supplier performance monitoring function
- The service provider can refer to the section of contract management and demonstrate the entire process, however the below requirement will be evaluated.
- The system must have capability to capture all deliverables of a contract, Rate the supplier performance from 1-5, poor to excellent, send out intervention for poor performing suppliers, Notify suppliers on their performance quarterly. Escalate repeated poor supplier performance, automate intention to terminate the contract within contractual terms, termination of contract within contractual terms. Automate penalties within contractual terms.

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6.14 Purchase Orders

The system should allow for the below capabilities in Purchase Orders management:

- Allow changes and editing based on workflow approvals and system validation rules. .
- Generates a unique number per purchase order transactions.
- Generate a different number range for different types of purchases such as: Standard Pos and Limit Pos.
- Automatically send the purchase order to the winning firm
- Send reminders to project managers for open purchase orders monthly.
- Perform and produce a report on purchase orders age analysis.
- System to allow for early warning of overdue purchase orders to delegated officials of the departments.
- System to notify the user of market related prices when a purchase order is being created. Where the purchase order price exceeds market related prices, an explanation should be typed in for the system to allow the user to continue to create a purchase order.

6.15 Commitments reports.

- System to have a functionality to draw a report on total GPG commitments emanating from purchase orders and contracts that have been created.
- System should indicate the total commitments amount, total amount per department and entity.
- System should perform age analysis on commitments and indicate the value of commitments that are one month old, three months old, six months old, 1 year old, 2 years old and over 3 years old.
- System to send regular notifications for commitments that are more than one month old.
- System to allow for the closing of overdue commitments by the relevant department and trading entity.

6.16 Accruals reports.

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- System to have a functionality to draw a report on total GPG accruals.
- System should indicate the total value of GPG accruals, and total accruals per department and trading entity.
- System should perform age analysis on accruals and indicate accruals that 5 days old, 10 days old, 15 days old, 30 days old and over 30 days old.
- System to send regular notifications for accruals that are more than 5 days old.

6.17 System embedded controls

- System to use authentication technology to log into the system such as biometrics, one-time pin, facial recognition, or Retina display for authorizations by supervisors and relevant authorities, and for approvals.
- System to have a voice-over guide that can be muted if the user prefers it muted.
- System to block the opening of quotations documents before the set closing date and time, unless authorized by the supervisor or relevant authority. Nonetheless, system users to be able to view how many responses have been received before the closing date and time.
- System to block the opening of tenders before the set closing date and time.
- System to block the creation of a purchase order that is not linked to a unique reference number assigned to the project at the demand management planning and procurement planning stages.
- Unique reference numbers to be issued for unplanned projects when approval has been granted by the relevant supervisor or authority.
- System to have intelligent built-in business rules to block the uploading of documents for procurement stages that have been completed unless, there is an approval by the supervisor.
- System to a functionality of a dropdown for contract changes followed by a workflow approval.
- System to have audit trail for all contact changes.

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- System to block any further call-offs requests when the contract reached its authorized contract value and time, unless approval has been granted and maintained on the system.
- System to block payments via Sundry if there is a purchase order approved in the system.
- The solution should have the capability to create and maintain users with security profiles. The system must provide Early Warning Notification on exceptions based on defined business rules , trends.
- Viewing rights to all relevant units (not limited to SCM) on contracts and related procurement and payment documentation.
- Automation and standardization of information that is hosted by SAP, and relevant third-party systems.
- The system should enable online review of procurement documentation, contract documentation, and payments.
- Embedded uniform template Creation: The system should have pre-designed templates for creating RFQs and RFPs that are easy to use and follow, ensuring consistency across all documents.

6.18 Workflow Management

- Provide workflow management – allow events to be set to trigger alerts/review cycles and/or approval cycles as per prescribed financial delegations.
- The system should the capability to maintain the Delegations of Authority within the approval processes.
- The flexibility of workflow approvals steps such as two-steps and three steps approval.

6.19 Procurement Organizational Structure

Creation of GPG purchasing org structure with the below architecture:

- GPG Company codes.

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- GPG purchasing organizations.
- GPG Plants
- GPG Storage locations
- GPG Business Units
- GPG procurement users

6.20 User Training Strategy:

- End-users, active suppliers, training team, functional team, technical team.
- Formal training for super users of departments and trading entities (duration not exceeding (30) days training for the duration of the project).
- Formal training for super users of active suppliers (duration not exceeding (30) days training for the duration of the project).
- Training manuals (electronic copies, training videos)
- Online training platform for all modules.
- Development of technical and functional documents of the e-procurement modules, and 3rd party integrations.
- Transfer of knowledge, technical skills to e-Government, GPT personnel and all relevant personnel from user departments.

6.21 Change management Strategy:

- Change management plan.
- Change management sessions for all stakeholders.
- Communication and resistance plan

7. Special Conditions

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- Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.
- SAP accreditation certificate on the latest procurement solution for the duration of the contract
- VPN Aces - All system development can be performed within the premises of GPT or an alternative venue any off-side that will be communicated in advance if the need arises. The appointed service provider to ensure that the resources on boarded on the project works within the registered service provider address. No off-site development through Virtual Private Network (VPN) access will be considered for the duration of the project, unless approved by the GPT.

8. Intellectual Property

- Any Intellectual Property rights that belongs to the GPG/GPT which the bidder has access to in delivery of the service, in any media or format and whether that is done by the Service Provider alone or by the bidder in conjunction with any third party of the bidder or the GPT and/or the Department, belongs exclusively and in totality to the GPG and the bidder hereby cedes all right, title and interest in and to any such Intellectual Property rights to the GPG. The bidder must ensure that any third party that the bidder may appoint in relation to the execution of its obligations under this service agrees to the provisions of this clause.

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- Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.
- Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:
 - amount to a disclosure of Confidential Information in breach of this Agreement; or
 - infringe the Intellectual Property rights of the other Party.
 - the bidder may only use the GPT/GPG's Intellectual Property if the latter specifically authorises such use in writing and then only to the extent so authorised.
- Signing of non-disclosure agreement

9. Back – ups

The bidder will be expected to perform regular back - ups in line with on all development work performed throughout the duration of the project. The data will be saved in two methods, one copy will be saved in the Local Storage, and the other copy will be saved in an external hard drive. As per the department's security protocol, the external hard drive will be kept in a secured environment.

- All sap functional consultants should not have less than a K4 grading

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- All SAP technical specification by the service provider related to the project should be in place and approved by the client before implementation on GPG platform.
- The Cloud based solution and data must be stored within the Republic of South Africa .
- All data both in transit and storage must be encrypted.

During the development of application functionality, the bidder is expected to undertake control on:

- Real-time resource management
- Ensuring effectiveness through optimized staffing
- Quality checks throughout all processes and channels of interaction

10. Qualifications and Skills Requirements

Bidder to provide documents detailing the set of technical skills of the following project team members:

10.1 PROJECT MANAGER

Postgraduate / Degree / National Diploma in Information Technology/Computer Science and Project management (PM) qualification with minimum of 3 to 5 years of working experience in managing, development, implementation and support of integrated procure to pay solution projects. CV's and copies of valid educational qualification to be attached in the proposal. Certified qualifications will be required from the winning bidder at the time of awarding.

10.2 SCM SPECIALIST

Postgraduate / Degree / National Diploma in Accounting/Finance/Supply Chain/logistics/Business management with minimum of 3 to 7 years of working experience in Supply Chain Management public sector. CV's and copies of valid educational qualification to be attached in the proposal. Certified qualifications will be required from the winning bidder at the time of awarding.

10.3 SAP SCM FUNCTIONAL CONSULTANT

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Postgraduate and SAP K4+ / Degree and SAP K4+ / National Diploma and SAP K4+ in Information Technology/ Computer Science/ Finance with minimum of 3 to 5 years in developing and support of integrated procure to pay solutions within an enterprise environment. CV's and copies of valid educational qualification to be attached in the proposal. Certified qualifications will be required from the winning bidder at the time of awarding.

10.4 ABAP DEVELOPER

Postgraduate and SAP K4+ / Degree and SAP K4+ / National Diploma and SAP K4+ in Information Technology/ Computer Science/ Information systems/Informatics with minimum of 3 to 5 years in developing and support of integrated procure to pay solutions within an enterprise environment. CV's and copies of valid educational qualification to be attached in the proposal. Certified qualifications will be required from the winning bidder at the time of awarding.

10.5 SOLUTION ARCHITECT

Postgraduate and TOGAF certificate / Degree TOGAF certificate / National Diploma and TOGAF certificate in Information Technology/Information systems Computer Science/Informatics/ Systems Engineering with minimum of 3 to 5 years in designing and developing integrated ERP solutions within an enterprise environment. CV's and copies of valid educational qualification to be attached in the proposal. Certified qualifications will be required from the winning bidder at the time of awarding.

10.6 SYSTEMS ANALYST

Postgraduate qualification and Business Analysis certification / Degree and Business Analysis certification / National Diploma and Business Analysis certification in Information Technology / Information systems Computer Science / Informatics with minimum of 3 to 5 years in designing and developing business requirements and process mapping for integrated ERP solutions within an enterprise environment. CV's and copies of valid educational qualification to be attached in the proposal. Certified

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Certified qualifications will be required from the winning bidder at the time of awarding.

10.7 INTEGRATION SPECIALIST

Postgraduate and SAP K4+ / Degree and SAP K4+ / National Diploma and SAP K4+ in Information Technology / Computer Science with minimum of 3 to 5 years in developing and support of integrated procure to pay solutions within an enterprise environment.

CV's and copies of valid educational qualification to be attached in the proposal.

Certified qualifications will be required from the winning bidder at the time of awarding.

10.8 INDEPENDENT QUALITY ASSURER

Postgraduate and SAP K4+ / Degree and SAP K4+ / National Diploma and SAP K4+ in Information Technology / Computer Science with minimum of 3 to 5 years in developing and support of integrated procure to pay solutions within an enterprise environment.

CV's and copies of valid educational qualification to be attached in the proposal.

Certified qualifications will be required from the winning bidder at the time of awarding.

NOTE: Bidder/s are required to attach all CV's and copies of qualifications and identity documents of the technical project team. CV's and copies of valid educational qualification to be attached in the proposal and Certified copies will be required at award stage.

11. Project Timelines/Milestones

DETAILED PROJECT PLAN

The proposed solution will be implementable over a period of three years from the contract start date, with the focus of two years being the configuration, development, testing, implementation, skills transfer and one year being for maintenance and support.

The project will be implemented in a modular approach following the Agile methodology in line with the project plan.

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Provide a detailed plan of the following milestones and timelines for each of the below phases that needs to be achieved during the project and shall be in line with the Development scope and service requirements namely:

11.1 Initiation Phase

- Resource management planning and onboarding plan
- Resource replacement monitoring plan
- Due Diligence assessment plan
- Business Requirements gathering and documentation.
- Solution Design Blueprint (Functional and Technical specifications)
- Project Initiation Document (including Project plan, Milestone, Payment Schedule, Project Governance Structure, Risk/Issue/Decision registers)

11.2 Planning Phase

- Change Management plan.
- Change Management Sessions
- Communication and resistance plan
- Training Strategy
- Scoping and realignment of requirements
- Blueprint Documentation
- Infrastructure assessment
- Test plan and Strategy
- Test scripts
- Resource Planning

11.3 Execution Phase

- Development
- Integration testing (IT)
- Unit testing (UT)

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- Testing company codes and plant numbers
- User acceptance Testing (UAT)
- Deployment testing
- Transport of developed solution to production
- Pilot of identified departments.
- Go Live / Implementation
- Project documentation finalization

11.4 Project Monitor and Control Phase

- System sign-off
- System Handover documentation
- System stabilization
- Project Progress Monitoring Control
- Issue progress Report
- Risk Progress Report
- Post Implementation Report
- Project close out.

11.5 System support and performance monitoring for one year.

NOTE: Project payment will be subjected to the milestone, based on acceptability and final sign-off by GPT Provincial Accountant General.

12. Duration

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The proposed solution will be implementable over a period of three years from the contract start date, with the focus of two years being the configuration, development, testing, implementation, skills transfer and one year being for maintenance and support.

The project will be implemented in a modular approach following the Agile methodology in line with the project plan.

13. Evaluation Methodology

STAGED APPROACH WHICH WILL BE APPLIED IN THE EVALUATION OF BIDS

Evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

Stage One will be the evaluation of bids on **Administration Compliance, Technical Evaluations and System Demonstration**. During these stages the bidder/s that do not meet the minimum required threshold as per each stage of evaluation will be disqualified and will not be considered for further evaluation.

Stage Two evaluation will be based on **Price and Preference points only**.

- Price = 80 points or 90 Points

- Preference = 20 points or 10 Points

STAGE 1A: Mandatory administrative documents

- 1) Bidders must be SAP accredited to work on the SAP system. A valid certification of partnership (accreditation) on the latest procurement solution must be submitted with the bid for the duration of the contract.
- 2) Bidder/s must complete, sign and submit all pages of Tender Bid Documents Section 1 (RFP- Request for Proposal) and Section 2 (Price Schedule – Professional Services).

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- 3) Bid Commitment and Declaration of interest Form should be completed and signed by the Bidder (Standard bidding documents).

Note: Bidder(s) that do not comply with the above requirements shall be eliminated and shall be regarded as non-responsive.

Other Required Documents (Non-mandatory documents):

The bidder must submit the original or certified copies of the following document.

- 1) Valid BBBEE certificate or Sworn Affidavit. In the event of a JV/Consortium each party to the agreement must submit valid BBBEE certificate or Sworn Affidavit.
- 2) A valid Tax Compliance Status (TCS) Pin code issued by the South African Revenue Services (SARS). In the event of a JV/Consortium each party to the agreement must submit a valid SARS Tax Compliance Status (TCS) Pin code.
- 3) Signed Electronic Invoice Submission (EIS) Agreement
- 4) Proof of Registration on National Treasury Central Supplier Database (CSD)
- 5) Company Profile.
- 6) Company Registration Certificate (CIPC)
- 7) The bidder must provide signed financial statements or management accounts for the last 2 (two) financial years (comparative years) and if they are in a JV/Consortium arrangement, this will be applicable to every member/company in the JV/Consortium.
- 8) The bidder will be required to submit certified copies of Identity documents of all the project team members upon award of the tender.

STAGE 1B: TECHNICAL/DESKTOP EVALUATION

- A total of 100 points is allocated for stage 1B.
- The minimum threshold for this part of the evaluation is **75 points**; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

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AREA	COMMENTS	POINTS
1. PROJECT PROPOSAL	<p>The bidder is expected to provide a proposed functional design document for all the development areas.</p> <p>Bidder to provide comprehensive project proposal with the following items specified below:</p> <p><u>CHANGE MANAGEMENT (Total 6 points)</u></p> <p>Comprehensive Online Change management and Training Strategy inclusive but not limited to the following:</p> <ul style="list-style-type: none"> ➤ Training Strategy [2] ➤ Change management sessions [2] ➤ Communication and resistance plan [2] ➤ No submission of change management plan [0] <p><u>DATA MIGRATION (Total 6 points)</u></p> <p>Comprehensive Data Migration Strategy inclusive but not limited to the following methods:</p> <ul style="list-style-type: none"> ➤ Data migration Strategy [2] ➤ Data migration testing plan [2] ➤ Data migration functional plan [2] ➤ No submission of data migration plan [0] <p><u>PROJECT PLAN (Total 18 points)</u></p> <p>Development Scope refer pages (43-45) Refer Section 3 for details:</p> <p>The project Plan should outline how the integrated procure to pay solution will be implemented in line with Development Scope and outlining the below project activities, resources, and timelines:</p> <p>Project Initiation (7)</p>	30

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<p>AREA</p>	<p>COMMENTS</p> <p>➤ Resource capacitation and replacement plan [2]</p> <p>➤ Detailed due Diligence assessment plan [2]</p> <p>➤ Solution Design documents/blueprint [2]</p> <p>➤ End to End Architecture design diagram [1]</p> <p>➤ No Project Planning [0]</p> <p>Project Planning (3)</p> <p>➤ Stakeholder Identification [1]</p> <p>➤ Identify project needs and set goals [1]</p> <p>➤ Define Issue Management and Escalation [1]</p> <p>➤ No Project Planning [0]</p> <p>Project Execution (6)</p> <p>The project execution activities should be in line with the development of the project scope.</p> <p>➤ Outline the risk assessment [1]</p> <p>➤ Outline communication management and models [1]</p> <p>➤ Outline project deliverables [1]</p> <p>➤ Allocate timelines and resources [1]</p> <p>➤ Outline project Progress Monitoring Control plan [1]</p> <p>➤ Outline performing quality assurance Activities [1]</p> <p>➤ No project execution plan [0]</p> <p>Post Implementation Strategy (2)</p> <p>➤ Project assessment [1]</p> <p>➤ Post Implementation Report [1]</p> <p>No submission of a project implementation strategy [0]</p>	<p>POINTS</p>

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AREA	COMMENTS	POINTS
2. PROJECT TECHNICAL TEAM SET- SKILLS	<p>NB: The bidders must clearly indicate in their proposal the role of each project team member in the project in response to the TOR requirement. To ensure that there is alignment with the project resource requirement. Bidders are not allowed to submit the same CV's for different role.</p> <p>Qualifications and experience of the following specialists must be provided by the bidder and copies of the qualifications to be attached to the proposal with updated CVs. [Total 40 points]</p> <p><u>PROJECT MANAGER [Total 5 points]</u></p> <p>Qualification in Information Technology or Computer Science and project management (PM) qualification:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification Information Technology or Computer Science and a PM qualification [3] ➤ Degree Information Technology or Computer Science and PM qualification [2] ➤ National Diploma Information Technology or Computer Science and PM qualification [1] ➤ No required qualification(s) [0] <p>Experience in managing the development, implementation and support of integrated procure to pay solutions.</p> <ul style="list-style-type: none"> ➤ 5 years and more [2] ➤ 3 to 4 years [1] ➤ Less than 3 years [0] <p><u>SCM Specialist [Total 5 points]</u></p>	40

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AREA	COMMENTS	POINTS
	<p>Qualification in Accounting/Finance/Supply Chain/logistics/Business management in Supply Chain Management:</p> <ul style="list-style-type: none"> ➤ Postgraduate [3] ➤ Degree [2] ➤ National Diploma [1] ➤ No required qualifications [0] <p>Experience in the public sector in supply chain management</p> <ul style="list-style-type: none"> ➤ 7 years and higher of experience [2] ➤ 3 to 6 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>SAP SCM Functional Consultant [Total 5 points]</u></p> <p>Qualification in Information Technology/ Computer Science/ Finance:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and SAP K4 [3] ➤ Degree and SAP K4+ [2] ➤ National Diploma and SAP K4+ [1] ➤ No required qualifications [0] <p>Experience in developing and support of integrated procure to pay solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 5 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>ABAP DEVELOPER [Total 5 points]</u></p>	

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AREA	COMMENTS	POINTS
	<p>Qualification in Information Technology/ Computer Science/ Information systems/Informatics:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and SAP K4 [3] ➤ Degree and SAP K4+ [2] ➤ National Diploma and SAP K4+ [1] ➤ No required qualifications [0] <p>Experience in developing and support of integrated procure to pay solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 5 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>SOLUTION ARCHITECT [Total 5 points]</u></p> <p>Qualification in Information Technology/Information systems Computer Science/Informatics/ Systems Engineering:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and TOGAF certification [3] ➤ Degree and TOGAF certification [2] ➤ National Diploma TOGAF certification [1] ➤ No required qualifications [0] <p>Experience in designing and developing integrated ERP solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 4 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>SYSTEMS ANALYST [Total 5 points]</u></p>	

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<p>AREA</p>	<p>COMMENTS</p> <p>Qualification in Information Technology/Information systems Computer Science/Informatics:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and Business Analysis certification [3] ➤ Degree and Business Analysis certification [2] ➤ National Diploma and Business Analysis certification [1] ➤ No required qualifications [0] <p>Experience in designing and developing business requirements and process mapping for integrated ERP solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 4 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>INTEGRATION SPECIALIST [Total 5 points]</u></p> <p>Qualification in Information Technology/ Computer Science:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and SAP K4+ [3] ➤ Degree and SAP K4+ [2] ➤ National Diploma and SAP K4+ [1] ➤ No required qualifications[0] <p>Experience in developing and support of integrated procure to pay solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 5 years' experience [1] ➤ Less than 3 years' experience [0] <p><u>INDEPENDENT QUALITY ASSURER [Total 5 points]</u></p>	<p>POINTS</p>

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AREA	COMMENTS	POINTS
	<p>Qualification in Information Technology/ Computer Science:</p> <ul style="list-style-type: none"> ➤ Postgraduate qualification and SAP K4+ [3] ➤ Degree and SAP K4+ [2] ➤ National Diploma and SAP K4+ [1] ➤ No required qualifications [0] <p>Experience in developing and support of integrated procure to pay solutions within an enterprise environment:</p> <ul style="list-style-type: none"> ➤ Over 5 years' experience [2] ➤ 3 to 5 years' experience [1] ➤ Less than 3 years' experience [0] <p>NOTE: Bidder/s are required to attach all CV's and copies of qualifications of the technical project team. (CV's and copies of valid educational qualification to be attached in the proposal) and certified qualifications will be required from the winning bidder at the time of awarding.</p>	
3. REFERENCES	<p>Attach a signed letter/s of reference from the client, on the client's letterhead, which includes the name of the service provider of proven track record in implementation of cloud based integrated procure to pay solution in an enterprise environment and functionalities as mentioned in the development scope. Details of the completed project should include name of institutions, period of the project and project deliverables.</p> <p>[Total 30 points]</p>	30

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AREA	COMMENTS	POINTS
	<p>Note: The below condition will apply to all references:</p> <p>Reference letters with no detailed experience or experience not relevant to the proposed project will be deemed invalid and as such will not be awarded any points.</p> <ul style="list-style-type: none"> ➤ 4 and more references [30] ➤ 3 references [20] ➤ 2 references [15] ➤ 1 reference [10] ➤ No references, reference letters with no details, and experience not relevant to the projects [0] 	
TOTAL		100

STAGE 1C: SYSTEM DEMONSTRATION

A system demo must be requested where a prototype will be presented.

- A total of 80 points is allocated for stage 1C.
- This information will be used for evaluation before the price and preference point system evaluation.
- Only bidders that meet and exceed the minimum threshold on functionality will be invited for the system demonstration. The location, date, time, and duration of such demonstration will be communicated with the bidders who qualified to stage 1C.

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The minimum threshold for this part of the evaluation is 60 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

AREA	COMMENTS	POINTS
1. SYSTEM DEMONSTRATION	<p>Proof of Concept development based on the solution functionality as per the 7 areas of development scope.</p> <p>Service providers will be required to leave an electronic copy of the system demonstration on the day of the system demonstration.</p> <p>Solution functionality meets all areas of the development scope requirements [Total 80 points]</p> <p>DEVELOPMENT SCOPE</p> <p><u>Automated Request for Quotation [15 points]</u></p> <p>The service provider can refer to the section of RFQ and focus the demonstration on the below requirement:</p> <ul style="list-style-type: none"> ➤ Send bids online from the system [5] ➤ Embedded procurement prescript validation [5] ➤ Track responses online and notification [5] <p><u>Automated Request for Proposal [15 points]</u></p> <p>The service provider can refer to the section of RFP and focus the demonstration on the below requirement:</p>	80

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AREA	COMMENTS	POINTS
	<ul style="list-style-type: none"> ➤ Create a request for proposal based on procurement plan (Business Case, Project Plan) [3] ➤ Strategic sourcing processes automated [3] ➤ Template to create unique numbers, and maintain terms of reference (ToR) [3] ➤ Publish a Tender on the portal system and integration to 3rd party systems [3] ➤ Capability to receive tender packs on the system through the supplier portal. [3] <p><u>Contract Management [20 points]</u></p> <p>The service provider can refer to the section of contract management and focus the demonstration on the below requirement:</p> <ul style="list-style-type: none"> ➤ Allow contracts to be electronically approved with the embedded system signature functionality [5] ➤ Integration with third party system certified electronic signature [5] ➤ Online drafting, vetting and signing of contracts/SLA [5] ➤ Online supplier performance rating: rate the supplier performance from 1-5, very poor to excellent. Automate intervention for poor performing suppliers, Notify suppliers on their performance quarterly. Escalate repeated poor supplier performance, capability to automate termination of contracts within contractual terms, Automate penalties within contractual terms [5] <p><u>Data Interface [15 points]</u></p>	

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AREA	COMMENTS	POINTS
	<ul style="list-style-type: none"> ➤ High level system design on how data will be extracted validated and integrated: reflecting the following elements (input, data cleansing and transformation) [5] ➤ Two different data integration methods/tools that will be used to transfer bulk data from existing system and third-party system [5] ➤ High level design API for any inhouse developed system [5] <p><u>Demand Management [Total 15 point]</u></p> <ul style="list-style-type: none"> ➤ Capturing and tracking Demand/Procurement plans [5] ➤ View approved Demand /Procurement Plans [5] ➤ Linkage from demand plan follow through to the payment [5] 	

NOTE: Bidders should take note that the demonstrations shall confirm system functionality.

The location, date, time, and duration of such demonstration will be communicated with the bidders who qualified to stage 1C.

STAGE 2: PREFERENTIAL PROCUREMENT/PRICE

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be evaluated and adjudicated in terms of 80/20 or 90/10 preference point system in terms of which points are awarded to bidders based on either points as contemplated in the table below:

Area	Points (90 / 10)	Points (80 / 20)
Price	90	80
Preference	10	20

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Total	100	100
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The formula for calculation of price points is found on section 2 of the tender document **SBD 6.1 Preference points**

Specific Goal	Points (20)	Points (10)
The promotion of South African owned enterprises	15	7
The promotion of SMMEs	5	3

- A tenderer must submit applicable returnable documents as stipulated in order to be awarded points.

Specific Goal	Evidence required
The promotion of South African owned enterprises	ID Copy of the director/s CIPC documents
The promotion of SMMEs	Valid B-BBEE certificate/ Valid Sworn Affidavit/ CIPC affidavit certificate disclosing size as EME or QSE

- Bidders must complete and sign SBD 6.1 to claim points.
- A tenderer failing to submit supporting documents for the specified goal/s as per the above Table will not be disqualified, but-
 - shall only score points out of 80 (eighty) or 90 (ninety) for price; and
 - shall score 0 (zero) points out of 20 (twenty) or 10 (ten) for specific goal/s.
- The points scored by a tenderer for a specific goal will be added to the points scored for price.
- Price and preference points evaluation will be conducted per the prescribed formula on SBD 6.1 which is found in section 2 of the tender document.

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The second evaluation stage will be on either 80/20 or 90/10 preference point system evaluation.

The contract will be awarded under Regulation 4: Preferential Procurement Regulations, 2022. 80/20 or 90/10 preference point system in terms of which points are awarded to bidders as follows:

AREA	POINTS
Price	80 or 90
Preference	20 or 10

PREFERENCE POINTS BREAKDOWN

Specific goals	20	10
1. The promotion of South African owned enterprises.	15	7
2. The promotion of SMMEs.	5	3

NOTE: Bidders must complete and sign SBD 6.1, failure to submit completed SBD 6.1 will lead to non-award of points.

Bidder must also submit the following Proof of evidence to claim the allocated points:

South African company – valid CIPC documents/ ID copy

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SMME - valid B-BBEE certificate or Sworn Affidavit/ CIPC affidavit certificate document (These documents must confirm the size of the bidder as either an EME or QSE) Bidders must complete and sign SBD 6.1 to claim points.

- A tenderer failing to submit supporting document for the specified goal/s as per the above Table will not be disqualified, but-
- shall only score points out of 80 (eighty) or 90 (ninety) for price; and
- shall score 0 (zero) points out of 20 (twenty) or 10 (ten) for specific goal/s.
- The points scored by a tenderer for specific goal will be added to the points scored for price.
- Price and preference points evaluation will be conducted as per the prescribed formula on SBD 6.1 which is found in section 2 of the tender document.

Add $Ps = 90(1 - (Pt - Pmin) / Pmin)$ or

$Ps = 80(1 - (Pt - Pmin) / Pmin)$

Where

Ps = Points scored for the price of tender under consideration.

Pt = Price of tender under consideration; and

$Pmin$ = Price of lowest acceptable tender.



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PROVINCIAL TREASURY
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Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
 - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
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- 8.1 All pre-bidding testing will be for the account of the bidder.
 - 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
 - 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
 - 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
 - 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
 - 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
 - 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

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

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)