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

### Notes:

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

### The Tendering System

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

### Training sessions

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



# Provincial Supply Chain Management

**Request for Proposal**
**Page 2 of 3**

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

<b>SIGNATURE OF BIDDER</b>		<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			

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



# Provincial Supply Chain Management

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

**ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILE</b>	
<b>E-MAIL ADDRESS</b>	

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

<b>DEPARTMENT</b>	
<b>CONTACT PERSON</b>	
<b>TELEPHONE NUMBER</b>	
<b>FACSIMILIE</b>	
<b>E-MAIL ADDRESS</b>	

**TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)**

<b>SERVICE BASED</b>	<b>Y</b>		<b>N</b>		<b>TERM BASED TYPE</b>	<b>Y</b>		<b>N</b>		<b>VALUE BASED TYPE</b>	<b>Y</b>		<b>N</b>	
<b>VALUE BASED</b>	<b>Y</b>		<b>N</b>											
<b>QUANTITY BASED</b>	<b>Y</b>		<b>N</b>											
<b>TERM BASED</b>	<b>Y</b>		<b>N</b>											



# Provincial Supply Chain Management

**RFP Point System**

Page 1 of 1

<b>RFP NUMBER</b>		<b>CLOSING DATE</b>	
<b>VALIDITY OF RFP</b>		<b>CLOSING TIME</b>	

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

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

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

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

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

## Point System

Points SHALL be allocated as follows:

Points for

Points for

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



# Provincial Supply Chain Management

## Instructions to Bidders

Page 1 of 2

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



# Provincial Supply Chain Management

## Instructions to Bidders

Page 2 of 2

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

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

The bid must be deposited or posted;

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

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bid Commitment and Declaration of Interest</b>	<b>Page 1 of 3</b>

## 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 interest<sup>1</sup> in the enterprise, employed by the state?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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

<sup>1</sup> 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.



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

- 2.3.1 If so, furnish particulars:

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### 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 consortium<sup>2</sup> 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.  
 Filename: RFP4GPT (SBD4)



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<b>Bid Commitment and Declaration of Interest</b>	<b>Page 3 of 3</b>


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.


<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of Bidder</b>	

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>Provincial Supply Chain Management</b>	
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<b>RFP NUMBER</b>	
<b>RFP DESCRIPTION</b>	
<b>CUSTOMER DEPARTMENT</b>	
<b>CUSTOMER INSTITUTION</b>	

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

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

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
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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
<b>TOTAL</b>	

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


### Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
<b>TOTAL</b>	<b>100</b>

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

- Stage One-

- Stage Two-

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

## 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 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 1 of 44</b>

## COVER PAGE

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### 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

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 2 of 44</b>
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**PROVINCIAL SUPPLY CHAIN MANAGEMENT****TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS****Page: 3 of 44****ACRONYMS**

Acronym	Content Meaning
B-BBEE	Broad-Based Black Economic Empowerment
CIPC	Companies and Intellectual Property Commission
COGTA	Cooperative Governance and Traditional Affairs
CV	Curriculum Vitae
CSD	Central Supplier Database
EIS	Electronic Invoice System
FIDPM	Framework for Infrastructure Delivery and Procurement Management
GGT	Growing Gauteng Together
GPG	Gauteng Provincial Government
GPT	Gauteng Provincial Treasury
IA	Implementing Agents
JV	Joint Venture
NT	National Treasury
PFMA	Public Finance Management Act
POE	Portfolio of Evidence
PPP	Public Private Partnership
PPPFA	Preferential Procurement Policy Framework Act
RFP	Request for Proposal
SARS	South African Revenue Services
TMR	Transformation, Modernisation and Reindustrialisation
TOR	Terms of Reference



	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 4 of 44</b>
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## 1. PROJECT BACKGROUND

Gauteng Provincial Treasury (GPT) is mandated in terms of Section 18 of the Public Finance Management Act (PFMA), 1999 (Act No. 1 of 1999, as amended) to promote and enforce effective management of revenue, expenditure, and assets (assets include infrastructure<sup>1</sup>). GPT has realized as from 2012 that the infrastructure mandate of GPT can only be achieved if decisive steps are taken to:

- Ensure the economic, effective, and efficient allocation of financial resources for infrastructure delivery.
- Integrated planning and prioritization for infrastructure, where programmes and projects are appropriately derived from prescribed planning documents.
- Mainstreaming effective performance of infrastructure to complete projects within time, budget and quality.

Ultimately, this should facilitate the enhancement of service delivery improvements, demonstrate the impact in terms of the investments made and social gains realized (e.g., job creation, skills development, economic growth, improved and expanded infrastructure). GPT views the PFMA, Treasury Regulations and relevant Treasury Instructions as the cornerstone of its strategy to improve fiscal resources management pertaining to infrastructure. Increasingly more focus has been placed on outputs and outcomes thus ensuring that spending produces the intended results.

During the different phases of implementation from 2012, various lessons were learned, the impact and social gains of the infrastructure investments made compared to expenditure unfortunately have shown limited improvement. The different reforms partially succeeded in preventing expenditure that could have been classified as excessive, wasteful, and/or fruitless. However, irregular expenditure mainly due to compensation events or variation orders remain a concern to GPT.

Reforms included evidence-based budgeting, performance reviews, credible business cases to provide for 'bankable projects'<sup>2</sup>, cost guidelines, and prescribed control points in terms of different end of stage deliverables and gates linked to planning and delivery infrastructure processes. GPT followed an approach where funding is only allocated to projects that demonstrate evidence of appropriate derivation and readiness to proceed. The overall aim is to reduce continued delays with the delivery of projects, continuous increases in costs (e.g., variations, compensation events, etc.) and underspending against appropriated funds.

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p> <p><b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b></p>	<p><b>Page: 5 of 44</b></p>
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The introduction of various cost guidelines/norms remained a challenge in terms of implementation, application, and adherence to the prescribed cost parameters. The reforms did manage to create a uniform standard in terms of infrastructure deliverables, clarified roles and responsibilities, provided standard procedures for different infrastructure deliverables, improved budget preparation and allocation methodologies, introduced a culture of developing business cases before proceeding towards commitment of funds and training/mentoring of officials in terms of the four infrastructure delivery processes and associated deliverables.

The province adopted the ten-pillar programme for Transformation, Modernization and Reindustrialization (TMR) that aims to transform, modernize, and re-industrialize the province through inter alia focusing on the basics of service delivery and good governance. The application of sound governance principles, prudent financial management and obtaining value for money are considered as key requirements towards the successful implementation of the Growing Gauteng Together (GGT) 2030 Plan. The TMR is regarded as the anchor and guiding framework for the implementation of the GGT 2030 which seeks to address key challenges such as growth, unemployment, and poverty. In this regard infrastructure investments and obtaining value for money are key components of the plan.

Thus, it is essential that GPT continues with the implementation of infrastructure reforms, taking decisive steps in terms of infrastructure performance, at a time when the economy needs to be revitalized. The emphasis should be on sustainable impact, economic growth, job creation, skills development, social gains in terms of the planning and delivery of infrastructure investments and optimal management/monitoring in terms of existing Public Private Partnerships (PPPs) related to infrastructure as well as the affordability of newly proposed PPPs. Within GPT, the infrastructure responsibility for provincial and municipal performance as well as PPPs is vested in the Chief Directorate: Infrastructure Performance (Branch: Sustainable Fiscal Resource Management). To date, the focus has mainly been on provincial infrastructure with limited attention given to municipal infrastructure and/or PPPs.

GPT has therefore identified three focus areas that require continued actionable steps and specific outcomes to continue its journey of reforming, improving, and enhancing the performance of infrastructure. These are:

- Municipal infrastructure performance focusing on the full lifecycle of infrastructure thus across the four infrastructure delivery processes namely portfolio management, programme management, project management, operations & maintenance to promote optimal use of resources to achieve the intended outcomes.
- PPP advice, oversight, monitoring, reporting and improved efficiencies specifically in terms of financial modalities for payments and affordability, through the PPP Project Lifecycle from Inception to Contract Management in all PPP Projects in provincial departments and municipalities.

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- Continue with provincial infrastructure reforms in terms of evidence-based budgeting, credible business cases for bankable projects in the provincial infrastructure pipeline, performance reviews, application of costs norms/guidelines and infrastructure invoices paid against credible evaluation following the Electronic Invoice System (EIS) of the province.

GPT requires the external support of a multi-disciplinary team to provide technical support to the Chief Directorate: Infrastructure Performance across the three identified focus areas (four individual consultants).

The Service Provider/s will be appointed on a full-time basis for a period of 36 months in the offices of GPT (Johannesburg). The following 4 experts are required:

- a. Civil Engineer.
- b. Quantity Surveyor.
- c. Specialist in Public Finance, Economics/Finance, other relevant and Legal in terms of PPP's.
- d. Specialist in Organization Development.

**In summary the following are key challenges:**

- a) Continued delays with the delivery of projects, continuous increases in costs (e.g., variations, compensation events, etc.) and underspending against appropriated funds.
- b) GGT 2030 which seeks to address key challenges such as growth, unemployment, and poverty. In this regard infrastructure investments and obtaining value for money are key components of the plan.
- c) The different reforms partially succeeded in preventing expenditure that could have been classified as excessive, wasteful, and/or fruitless. However, irregular expenditure mainly due to compensation events or variation orders remain a concern to GPT.

**N.B: Bidders can submit for all resources required or they can submit for either one of the four expertise required. Resources will be evaluated individually as per the evaluation criteria provided in the Terms of Reference.**

## 2. PROJECT GOALS

GPT strives to improve the efficient and effective delivery of infrastructure investments in the province as planned and implemented by the provincial and local spheres of government. This includes optimal financial management of existing PPPs and credible assessment of the affordability of proposed PPPs and the appropriate advice and expertise through the various Treasury Gateway reviews. It is essential that the prescribed infrastructure systems, deliverables and norms &

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standards are followed and that these produce the desired results and outcomes. At the same time, the implementation of the mandate of GPT in terms of municipal infrastructure is to be realized through inter alia establishing and enhancing relevant competencies, work relationships, integration and rigorous oversight.

The project focusses on the enablers required to continue to improve the performance of GPT in terms of infrastructure in the identified focus areas. The project requires hands-on experience and expertise across the different identified disciplines. In terms of the three focus areas, the specific project goals are as follows:

### 2.1. Municipal Infrastructure Performance

To ensure that the mandate of GPT in terms of municipal infrastructure performance is implemented across the four infrastructure delivery processes (portfolio management, programme management, project management, operations & maintenance) in such a manner that impact versus investments is maximised.

### 2.2. PPPs

To ensure that the mandate of GPT in terms of existing and new PPPs is executed in such a manner that there is full alignment between the fiscal resources of the province, i.e., Value for Money, transfer of risks, management of financial modalities and investments (capital contribution and unitary payments) in PPPs.

### 2.3. Provincial Infrastructure Performance

To ensure that provincial infrastructure reforms in terms of evidence-based budgeting, business cases for bankable projects, performance management reviews, application & adherence of costs norms/guidelines, evaluation of infrastructure invoices and assessment of deviations are continued, implemented and institutionalised by the relevant provincial departments and their trading entities.

## 3. THE CUSTOMER AND STAKEHOLDERS

### 3a. Customer

- Gauteng Provincial Treasury.

### 3b. Stakeholders

- City of Tshwane
- City of Johannesburg

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- City of Ekurhuleni Metropolitan
- Sedibeng District Municipality.
- Emfuleni, Midvaal and Lesedi Local Municipalities.
- West Rand District Municipality
- Merafong, Rand West City and Mogale City Local Municipalities.
- Municipal Public Entities.
- City Power Johannesburg, Ombudsman City of Johannesburg, Ekurhuleni Development Company, Housing Company Tshwane, Joburg City Theatres, Joburg Market, Joburg Property Company, Johannesburg City Parks, Joburg Zoo, Johannesburg Development Agency, Johannesburg Roads Agency, Johannesburg Water, Johannesburg Social Housing Company, PIKTUP Johannesburg SOC Limited, Rand Water, Rea Vaya Joburg, Sedibeng Water, Tshwane Economic Development Agency, Tshwane Rapid Transit, Rand West Development Agency.
- All Gauteng Provincial Departments and their Trading Entities.
- Provincial Public Entities:
- Automotive Industry Development Centre, Automotive Supplier Park, Constitution Hill Development Company, Cradle of Humankind World Heritage Site, Dinokeng, g-Fleet Management, Gauteng Enterprise Propeller, Gauteng Film Commission, Gauteng Gambling Board, Gauteng Growth and Development Agency, Gauteng IDZ Development Company, Gauteng Infrastructure Financing Agency, Gauteng Partnership Fund, Gauteng Tourism Authority, Gautrain Management Agency and The Innovation Hub.
- Public Entities:
- The South African National Roads Agency SOC Ltd, South African Local Government Association, Road Traffic Management Corporation, Road Traffic Infringement Agency, Agricultural Research Council, Airports Company South Africa, Construction Industry Development Board, Council for Scientific and Industrial Research, Development Bank of Southern Africa, Council for the Built Environment, Housing Development Agency, Independent Development Trust, Land and Agricultural Development Bank of South Africa (Land Bank), National Home Builders Registration Council, South African Local Government Association and Municipal Infrastructure Support Agent.
- National Treasury

#### 4. SCOPE OF WORK

GPT has identified three focus areas namely Municipal Infrastructure Performance, Public Private Partnerships and Provincial Infrastructure Performance that require sustained actionable steps and specific outcomes to continue its journey of reforming, improving, and enhancing the performance of infrastructure. The proposed multi-disciplinary team of consultants is required to provide technical support to the Chief Directorate: Infrastructure Performance across the three

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focus areas and this team will consists of Civil Engineer, Quantity Surveyor, Specialist in Public Finance Economics & Legal in terms of PPP's and Specialist in Organization Development.

The successful bidder/s in terms of the Municipal infrastructure performance will be required to develop strategies to mainstream the forward integrated infrastructure planning and budgeting aligned with spatial prioritization, targeting of infrastructure investments in the Province and the District Development Model.

The strategy to assure alignment of the infrastructure systems, deliverables, sequencing of projects, norms and standards between provincial and local government. Moreover, the service providers will be required to provide support to the municipalities in terms of building capacity to deliver effectively on its infrastructure mandate across the four infrastructure delivery processes namely portfolio management, programme management, project management and operations & maintenance.

In terms of the Provincial Infrastructure Performance, the province started in 2012 to introduce different reforms of which various lessons were learned however the impact and social gains of the infrastructure investments made compared to expenditure unfortunately have shown limited improvement. The different reforms partially succeeded in preventing expenditure that could have been classified as excessive, wasteful, and/or fruitless. However, irregular expenditure mainly due to compensation events or variation orders remain a concern to GPT. The successful bidder/s will be required to continue with the implementation of the provincial infrastructure reforms in terms of evidence-based budgeting, credible business cases for bankable projects in the provincial infrastructure pipeline, performance reviews, application of costs norms/guidelines to improve the infrastructure delivery.

Regarding the PPP projects, GPT makes recommendations to National Treasury in terms of the different approval stages, monitoring, reporting and validation of payments for projects located. This is applicable to PPP projects from both the provincial and municipal spheres of government. The successful bidder/s will be required to assist GPT to validate affordability (including assessment of commitments to avoid potential overcommitment), value for money and risks, in terms of Feasibility Studies as prepared by the relevant Accounting Officers and/or Authority (across the different PPPs Treasury Approval Stages as outlined in the Treasury Regulations).

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The detailed description of each focus area, service requirements and deliverables are discussed in the section below.

## 4.1 Municipal Infrastructure Performance

### 4.1.1. Description

There are three Metropolitan Municipalities, two District Municipalities and six Local Municipalities in Gauteng Province. The infrastructure demands and needs are similar across all municipalities where the pressure for infrastructure investments is particularly acute due to continue in-migration to the province. Therefore, the needs of communities in terms of inter alia, inclusive economic growth, addressing inequalities and eradication of poverty must be addressed. The latter are all dependent on the provision of timely, well located and quality infrastructure by municipalities.

Equally important is the provision of bulk service infrastructure to enable the effective and efficient provision of provincial infrastructure and optimal utilisation. An increasing and alarming trend is the indication that in many cases municipal infrastructure is deteriorating and increasingly in need of renewal.

These assets underpin the economy of the province and to a very large extent enable and/or detract from economic revitalisation & growth and the delivery of social goods. For example, to implement joint large scale infrastructure investment as joint ventures across the three spheres of government (e.g., Aerotropolis, the Automotive Hub and the Lanseria Airport City Mega Project) relies to a very large extent on municipal infrastructure and services. In addition, there are substantial cost pressures on municipalities and a limited pool of expertise to manage complex infrastructure deliverables and asset portfolios.

### 4.1.2. Service Requirements and Deliverables

The infrastructure roles of GPT in terms of municipal infrastructure performance are a new responsibility that has been included in the approved Service Delivery Model and the concurred organizational structure of GPT. The following services and associated deliverables are required from the Service Providers

Develop a strategy for GPT to confirm its mandate and provide clarity on how the roles and responsibilities of this mandate will be executed in terms of municipal infrastructure performance. This strategy should be developed in consultation with all relevant stakeholders (e.g. national, provincial and/or municipal). In terms of the province, the Office of the Premier and the Provincial Department of Cooperative Governance and Traditional Affairs (COGTA) are critical for consideration in the strategy.



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It is equally important that the strategy is in line with relevant legislative and policy imperatives such the Local Government: Municipal Finance Management Act, 2003 (Act. No. 56 of 2003), Municipal Systems Act, 2000 (Act No. 32 of 2000), Spatial Planning and Land Use Management Act, 2013 (Act No. 16 of 2013), the Integrated Urban Development Framework, the Urban Networks Strategy, the District Development Model, the Framework for Infrastructure Delivery and Procurement Management (FIDPM) and the Cities' Infrastructure Delivery and Management System.

The strategy should also mainstream the importance of the need for forward integrated infrastructure planning and budgeting aligned with spatial prioritization, targeting of infrastructure investments in the Province and the District Development Model. There should also be alignment between the infrastructure systems, deliverables, sequencing of projects, norms and standards between provincial and local government to promote alignment.

Assist GPT to implement the strategy including but not limited to the following:

- Alignment between provincial infrastructure plans & budgets and municipal infrastructure plans and budgets. This will include prioritization and sequencing. The deliverables will therefore include the assessment of relevant planning documents in close collaboration with COGTA.
- Alignment between bulk services and specific infrastructure projects (e.g. sewerage to schools or roads to housing settlements) to enhance and foster the bankable infrastructure projects of both spheres of government in close collaboration with COGTA.
- Preparation, assessment, and improvement of business cases for bankable projects in close collaboration with COGTA.
- Review of transfer payments between provincial departments and/or provincial entities and municipalities and/or municipal entities to improve financial and infrastructure efficiencies.
- Assessment of proposed transfer payments between the two spheres of government and/or their entities.
- Assessment of infrastructure deliverables, outputs and outcomes associated with transfer payments.
- Assessment of social gains in terms of number of jobs created, skills developed, and Rand amounts paid.
- Review and develop (where required) the application of infrastructure cost norms for municipal infrastructure.
- Introduce and implement mechanisms aimed towards evidence based budgeting and joint performance reviews.
- Work with the relevant officials in GPT/GPG/municipalities and transfer knowledge (training/mentoring) to these officials to empower them with the required competencies to perform the above tasks in terms of provincial and municipal infrastructure.

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## 4.2. Public Private Partnerships

### 4.2.1. Description

In terms of Section 16 of the Treasury Regulations, the approvals and management of PPPs is vested with National Treasury (NT) except in cases where the approvals have been delegated to Provincial Treasury in terms of Section 10 (1) (b) of the PFMA. These roles have not been delegated to Provincial Treasury; thus, the role of Provincial Treasury remains one of making recommendations to National Treasury in terms of the different approval stages, monitoring, reporting and validation of payments.

The roles that GPT is required to fulfil in terms of PPPs include the provincial and municipal spheres of government. The PPPs are in different stages and in various sectors (e.g., Office accommodation, transport, solid waste, energy, etc.), are complex, have substantial long term financial commitments, huge investments, and extensive risks. Local socio-economic development is a key priority in terms of PPPs as well as the creation of jobs and associated skills development. An example of a concluded PPP in the province is the Gautrain Rapid Rail Link (Gauteng Department of Roads and Transport).

### 4.2.2. Service Requirements and Deliverables

The roles of GPT in terms of PPPs are included in the approved Service Delivery Model and the concurred organizational structure of GPT. The following services and associated deliverables are required from the Service Providers:

- Validate affordability (including assessment of commitments to avoid potential overcommitment), value for money and risks, in terms of Feasibility Studies as prepared by the relevant Accounting Officers and/or Authority (across the different PPPs Treasury Approval Stages as outlined in the Treasury Regulations). It is required that there is a clear validation of the net benefit in terms of the proposed PPP agreements in terms of cost, price, quality and risk.
- Validate that procurement documentation complies with the applicable Treasury Regulations and Instructions prior to submission to NT for approval.
- Validate the Bid Evaluation Report as prepared by relevant Accounting Officers and/or Authority prior to submission to NT for approval.
- Validate the PPP Agreement as prepared by relevant Accounting Officers and/or Authority prior to submission to NT for approval.

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- e. Determine budget requirements inclusive of minimum revenue streams in cases where the private sector collects user charges from the public.
- f. Assess payments (capital contribution and unitary payments), prior to payments being made.
- g. Make recommendations on amendments, waivers and/or variations to outputs of PPP Agreements that are not considered as material.
- h. Monitor performance and report on implementation.
- i. Determine and manage penalties against Unitary Payments (if applicable).
- j. Mitigate against costs overruns during the design and construction phases to avoid the actual project costs exceeding the projected project costs. This also includes exchange rate fluctuations, inflation and interest rates.
- k. Validate insurance, bonds and related appropriate security.
- l. Validate payment of unitary payments through application of financial modelling.
- m. Validate the investment and social gains (jobs created, skills developed) as a result of the implementation of PPPs.
- n. Work with the relevant officials in GPT and transfer knowledge (training/mentoring) to these officials to empower them with the required competencies to perform the above tasks in terms of provincial and municipal PPPs.
- o. Undertake a review of feasibility study building up to Treasury Approval I, comprehensive procurement process concluding on Treasury Approval IIA & IIB as well as Treasury Approval III; Providing advisory services, following financial close of the project, to at least into the development phase and the first years of the delivery phase. \*(Treasury Views and Recommendations in Municipalities)
- p. Advise and support in all activities as required in the Project Inception Phase

### 4.3. Provincial Infrastructure Performance

#### 4.3.1. Description

There are eight provincial departments that have infrastructure budgets. These are Gauteng Departments of Health, Education, Social Development, Roads and Transport, Human Settlements, Agriculture and Rural Development, Sport, Arts, Culture and Recreation and Infrastructure Development. The departments generally use Implementing Agents (IA) although in some cases departments implement projects (procurement and contract management) without using an IA.

GPT plays a critical role in terms of oversight, monitoring and support. The departments follow the FIDPM as well as related legislative prescripts. GPT has also developed blueprints to guide standard procedures for the four infrastructure delivery processes. (i.e., portfolio management, programme management, project management and operations & maintenance).

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#### 4.3.2. Services Requirements and Deliverables

The roles of GPT in terms of provincial infrastructure performance are included in the approved Service Delivery Model and the concurred organisational structure of GPT. The following services and associated deliverables are required from the technical team:

- Assess the Portfolio of Evidence (POE) required for infrastructure budgets cutting across different control points and end of stage deliverables.
- Validate credible business cases before funding is allocated to ensure that projects are appropriately derived, bankable, and ready to proceed towards the next stage.
- Implement the application of cost norms and guidelines (developed as part of previous reforms and/or issued by National Departments).
- Develop enhancements and additions where required in terms of cost norms and guidelines.
- Undertake performance reviews of infrastructure programmes and projects in terms of time, cost, quality and budget requirements in collaboration with the relevant department and their IA (where applicable). The reviews should inform, inter alia, allocation of budgets, future project scheduling and the development of project recovery plans.
- Validate deviations and make recommendations.
- Assist with the implementation of the operations and maintenance service delivery models and delivery process.
- Establish and maintain credible information on job creation targets, skills development and investments.
- Work with the relevant officials in GPT/GPG/municipalities and transfer knowledge (training/mentoring) to these officials to empower them with the required competencies to perform the above tasks in terms of provincial and municipal infrastructure.

### 5. EXPECTED OUTPUTS AND OUTCOMES

It is required that outputs will be generated according to the scope of work as listed above. The details will be finalised during the inception phase. Below is clear indication of the minimum outputs and outcomes per focus area.

#### 5.1. Municipal Infrastructure Performance

- Approved GPT strategy to implement the infrastructure mandate of GPT in terms of municipal infrastructure performance.
- Integration and alignment between provincial infrastructure plans & budgets and municipal infrastructure plans and budgets.
- Credible assessments of relevant planning deliverables. (Inclusive of business cases).

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- d. Integration, alignment and appropriate sequencing between the availability and/or supply of bulk services and specific infrastructure projects.
- e. Transfer payments aligned with standard operating procedures and modalities.
- f. Transfers aligned with validations and assessments.
- g. Credible data on social gains and investments.
- h. Cost guidelines for municipal infrastructure.
- i. Competencies established within GPT to improve on municipal infrastructure performance and obtain value for money.

## 5.2. Public Private Partnerships

- a. Credible recommendations by GPT in terms of affordability, value for money and risk transfer of PPPs related to the relevant Approval Stages.
- b. Credible recommendations by GPT in terms of procurement documentation, evaluation of bid offers and concluded agreements of PPPs submitted to NT.
- c. Credible forecasting of revenue streams and budget requirements.
- d. Validated capital contribution and unitary payments inclusive of the determination and management of penalties and the application of financial modelling.
- e. Approval of amendments, waivers and/or variations to outputs of PPP Agreements where applicable.
- f. Credible performance reports, risk management, payments and expenditure.
- g. Competencies established within GPT to perform the PPP roles of GPT.

## 5.3. Provincial Infrastructure Performance

- a. Evidence based budgeting for infrastructure projects based on POE.
- b. Control budgets for infrastructure projects based on cost norms and guidelines.
- c. Enhanced and updated cost norms and guidelines.
- d. Credible performance reviews of infrastructure programmes and projects.
- e. Credible assessments of deviations with appropriate recommendations.
- f. Alternative operations and maintenance service delivery models implemented.
- g. Credible data on social gains and investments.
- h. Training and mentoring for relevant officials of GPT to improve infrastructure performance and obtain value for money.

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## 6. ASSUMPTIONS AND RISKS

### 6.1. Assumptions

- The concurred structure of GPT is implemented.
- Access to necessary systems, information, reports and records.
- Availability of the responsible officials.
- Assignment of counterparts in GPT and retention of newly appointed officials.
- Stakeholders give their full support.

### 6.2. Risks

- Continuity in terms of treasury instructions as issued by National Treasury.
- Non-adherence to cost norms and guidelines.
- Infrastructure deliverables merely developed for minimum compliance and not for use in terms of improving performance.
- Lack of leadership and/or consistency in terms of senior management.
- Non-adherence to control points associated with portfolio and programme management delivery processes.
- Non-adherence to project specific end of stage deliverables and associated gates.

## 7. REQUIRED EXPERTISE

The Service Providers must provide a combination of the following skills and experience which must be adequately demonstrated in the Curriculum Vitae (CV) of each resource being put forward:

### 7.1. Civil Engineer

- Tertiary qualification in Engineering (Civil Engineering).
- Experience as an Engineer and must be within the infrastructure delivery mandate of government.
- Experience in a senior management position in the built environment, preferably in infrastructure facility development management.
- Practical experience working at a tactical and strategic level within a provincial treasury and/or National Treasury environment.
- Able to demonstrate previous work that is centred on performance of infrastructure and PPPs.
- Able to demonstrate experience in assessing affordability and value for money.

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- g. Able to demonstrate an ability to work with and train/guide others on the implementation of infrastructure deliverables.
- h. Good inter-personal skills, a good understanding of the government environment and clearly substantial technical ability and competence.

## 7.2. Quantity Surveyor

- a. Tertiary qualification in Quantity Surveying.
- b. Experience as a Quantity Surveyor and must be within the infrastructure delivery mandate of government.
- c. Experience in a senior management position in the built environment, preferably in infrastructure facility development management.
- d. Practical experience working at a tactical and strategic level within a provincial treasury and/or National Treasury environment.
- e. Able to demonstrate previous work that centred on performance of infrastructure and PPPs.
- f. Able to demonstrate experience in assessing affordability and value for money.
- g. Able to demonstrate an ability to work with and train/guide others on the implementation of infrastructure deliverables.
- h. Good inter-personal skills, a good understanding of the government environment and clearly substantial technical ability and competence.

## 7.3. Public Finance/Economic Specialist

- a. Tertiary qualification in public finance and/or economics.
- b. Experience in public finance and must be in a senior management position within a treasury/public funding and/or related sector.
- c. Experience in PPP Finance related, legal and regulatory work in PPP projects.
- d. Practical experience working at a tactical and strategic level within a provincial treasury and/or National Treasury environment.
- e. Able to demonstrate previous work that centered on the performance of infrastructure and PPPs.
- f. Able to demonstrate experience in terms of financial modelling.
- g. Able to demonstrate experience in assessing affordability and value for money.
- h. Able to demonstrate an ability to work with and train/guide others on the assessment, monitoring and payments of PPPs.
- i. Good inter-personal skills, a good understanding of the government environment and clearly substantial technical ability and competence.



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#### 7.4. Organization Development Specialist:

- a. Tertiary qualification in public management or Human Resource Management.
- b. Experience in organisational development and human resources management in the public service.
- c. Experience in organisational development within the infrastructure mandate of Government.
- d. Be able to demonstrate previous work that centred on infrastructure performance from an organisation development perspective.
- e. Practical experience working at a tactical and strategic level within a Provincial Treasury and/or National Treasury environment.
- f. Able to demonstrate an ability to work with and train/guide others on the implementation of infrastructure deliverables.
- g. Good inter-personal skills, a good understanding of the government environment and clearly substantial technical ability and competence.

#### 7.5. The Service Providers must provide the following skills and experience for the resources which must be adequately demonstrated in his/her CV:

- a. Knowledge, understanding and practical experience in implementing infrastructure performance.
- b. Relevant knowledge, skills and experience in South African PPPs to assist GPT through the regulated phases of the PPP Project life cycle.
- c. Financial planning, management, control, and reporting.
- d. Project programme planning and implementation, control, and operation.
- e. Experience with portfolio management, programme/project design and budgeting.
- f. Knowledge of public service delivery management systems and processes particularly experience in the development or strengthening of infrastructure delivery processes and systems.
- g. Knowledge of service delivery and infrastructure related policies and legislative requirements.
- h. Experience in organizational development and institutional capacity & capability building for infrastructure performance.
- i. Communication, writing and presentation skills.

## 8. CONTRACTING ARRANGEMENTS

The Service Providers will be contracted by GPT. The Service Provider(s) will be expected to work with other strategic partners and stakeholders responsible for infrastructure performance across different spheres of government and within different government institutions. Service Providers can provide a proposal for:

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- Single member of the technical team e.g., only for the Quantity Surveyor, and/or
- Multiple members of the technical team e.g., Quantity Surveyor and Specialist in Public Finance/Economics/Finance related; and/or Legal Skills
- All members of the technical team.

The technical team will report to Chief Director: Infrastructure Performance and/or a delegated senior manager who will approve all outputs of the Service Providers and will validate the monthly reports, timesheets, and invoices of the Service Providers. Monthly reports, timesheets and invoices will be submitted to the GPT: Accounts Section for payment. Quarterly review reports will be required, and these will form the basis for performance reviews of the Service Providers.

The Service Providers will be responsible for providing their own laptop, software, cell phone and vehicle for this assignment. GPT will make provision for all other equipment and supporting infrastructure (office furniture and parking) that will be necessary to successfully deliver on this assignment.

Should there be a need to replace a candidate based on whom a Service Provider was appointed, it should be noted that the replacement will not be automatic i.e., provision of another candidate by the Service Provider. GPT has a right to request a replacement candidate with equivalent experience and expertise or better credentials, failing which, GPT will appoint the second best should they qualify or re-advertise the position in order to find a suitable replacement.

## 9. DURATION AND CONTRACT PERIOD

This assignment will be for a period of 36 months stationed at GPT (Johannesburg) on a full-time basis. Service Providers will be required to work for a minimum of 8 hours a day. Performance will be reviewed monthly and quarterly. Should performance be below the required standard, the contract will be terminated before the end of the agreed period.

This project consists of three focus areas as outlined in Sections 4 and 5 in terms of scope of work and outputs/outcomes. Each Service Provider to be contracted for a period of 36 months.

## 10. PRICE STRUCTURE

- Fees must be quoted at a fixed monthly rate, per resource, inclusive of all expenses.
- Any escalations to the fixed fee will be based on annual rates of Consumer Price Index (CPI) Where the fixed monthly fee is determined by an hourly rate this must comply with the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA) or prescribed by the body regulating the profession of the consultant.

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## 11. GENERAL CONDITIONS

### *Request for Proposal Pack*

General conditions are attached as Annexure A on section 1 of the tender document.

### *Use of subcontractors*

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

## 12. SPECIAL CONDITIONS

The bidder confirms that he/she has read, understood and accepts the special conditions of contract, which are attached as Annexure B on section 1 of the tender document.

### 12.1. Award Conditions

GPT reserves the right to:

- a) Award to one or multiple service providers.
- b) Negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions including price without offering the same opportunity to any bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) The department reserves the right to award the tender in part or full.

**N.B Service provider/s will be required to work with other stakeholders in delivering their contractual obligations.**

### 12.2. GPG Electronic invoice submission system

Payment to suppliers within 30 days of invoice receipt is a national priority. In support of this and towards compliance to Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3, an executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Assistance will be provided to the successful bidder/s in this regard once the tender adjudication and awarding processes have been concluded and a supplier or supplier(s) appointed.

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### 13. 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.

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.

### 14. DATA PROTECTION

- Data will be owned and controlled by GPT, and data must be in a secured Government Environment Compliant with POPI Act.
- Access to information assets by third parties shall be controlled and monitored by GPT, Entities and Municipalities.
- Contract with third parties involving access to GPG information assets shall specify security conditions and requirements.
- All third-party users shall sign a non-disclosure undertaking.
- All third-party users shall sign and undertaking that the information security policy has been read, understood and complied with.

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## 15. EVALUATION METHODOLOGY

Evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2017 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) (Act No. 5 of 2000) as follows:

Stage One will be the evaluation of bids on Administrative Compliance, Technical/desktop and Presentation Evaluations.

During this stage the bidders that do not meet the minimum threshold for functionality shall 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
- Preference = 20 points

### a. STAGE 1A: ADMINISTRATIVE COMPLIANCE

- Submission of RFP and Price documents section 1 and section 2.
- Submission of signed Protection of Personal Information Act Consent form.
- Submission of fully completed and signed SBD 4 document.
- In the case of a Joint Venture (JV) / Consortia, the bidder must submit a joint venture service level agreement signed by all parties. Participation percentage / revenue split between the parties must be indicated in the agreement.
- Submit proof (practice number or membership number) of registration with Professional Bodies i.e. Civil Engineer: Engineering Council of South Africa (ECSA) & Quantity Surveyor: Quantity Surveyors' Registration Council (QSRC)/ South African Council for the Quantity Surveying Profession (SACQSP)/ Engineering Council of South Africa (ECSA) or any other recognized professional body that specializes in the Built Environment (Civil Engineering and Quantity Surveying) may be considered. Membership MUST be valid as at the date of tender closing.

Bidders that do not comply with the above requirements shall be eliminated and shall be regarded as non-responsive.

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**Other required Documents:**

- Bidders are required to submit their unique number Tax Compliance Status personal identification number (pin) issued by South African Revenue Services (SARS) to enable Organ of state to view the Taxpayer's profile and Tax Status, their Central Supplier Database Numbers and if already registered their Gauteng Vendor Numbers. If not registered as a supplier on the GPG Vendor database, it will be a requirement that the Service Providers register before the contract start date.
- Bidders are required to provide proof of B-BBEE Status level of contributor to claim preference points. Proof of B-BBEE Status level of contributor is a valid B-BBEE Certificate
  - Tenderers who qualify as Exempted Micro Enterprises (EME) may submit a valid Sworn Affidavit signed by the EME representative and attested by a Commissioner of Oaths (in line with the Justices of the Peace and Commissioners of Oaths Act, 1963) confirming its annual total revenue of R10 million or less and indicating B-BBEE Level Contributor. Alternatively, the bidder may submit a valid B-BBEE Certificate for Exempted Micro Enterprises issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the Department of Trade and Industry on 24 April 2018 (This certificate serves as a sworn affidavit in terms of Code Series 000, Section 4.5 of the Amended codes 2013.)
  - In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, The bidder may submit a valid Sworn Affidavit signed by the QSE representative and attested by a Commissioner of Oaths. (In line with the Justices of the Peace and Commissioners of Oaths Act, 1963). If the QSE is less than 51% black owned, then the bidding entity will be required to provide a valid B-BBEE Certificate
  - Only B-BBEE Status Level Verification Certificates issued by agencies accredited by SANAS will be accepted.
  - In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS
  - Bidders need to be aware of the new sworn affidavit issued by DTI where bidders are expected to use these new templates and must be fully completed for EME. [http://www.thedtic.gov.za/wp-content/uploads/BEE\\_Affidavit-EME-Gen.pdf](http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf) or QSE [http://www.thedtic.gov.za/wp-content/uploads/BEE\\_Affidavit-QSE-Gen.pdf](http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf).
- Provide the latest independently reviewed financial statements with comparative years, alternatively if no audited annual financial statements are available, provide the latest management accounts with comparative years signed by the accountant, companies that are not required to be audited must provide a letter from the

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accountant attesting thereto. Companies that are new or dormant are not required to submit audited financial statements.

- Bidders must provide their Central Supplier Database (CSD) number as per registration on the National Treasury Central Supplier Database.
- Business Registration Certificate issued by the Companies and Intellectual Property Commission (CIPC).

#### b. STAGE 1B: TECHNICAL EVALUATION

Bidders are required to indicate by ticking the resource they are bidding for on the table below:

Resource/(s)	Tick
Civil Engineer	
Quantity Surveyor	
Public Finance/Economics or Finance related	
Organizational Development	

- A total of **90** points is allocated for stage 1B.

The 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.

The evaluation criteria are outlined below per resources required:

#### Civil Engineer

- A total of **90** points is allocated for stage 1B.

The 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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Technical Proposal	Maximum Points
<p>1. Qualification</p>	<p><u>Bidder/s to attach copies of qualifications accredited by SAQA</u></p> <p>A Postgraduate/NQF Level 8 or more in civil engineering – 20 points</p> <ul style="list-style-type: none"> <li>• A Degree/NQF Level 7 in civil engineering- 15 Points</li> <li>• A National Diploma/ NQF Level 6 in civil engineering – 10 points</li> <li>• No qualification provided- 0 Points</li> </ul> <p>All international qualifications must be accompanied by the South African Qualifications Authority (SAQA) accreditation. Points will not be awarded for International Qualification without SAQA accreditation.</p> <p>20</p>
<p>2. Experience of a Civil engineering</p>	<p><u>Bidders to attach a CV which clearly demonstrate the number of years of experience post qualification for the Proposed Individual in civil Engineering.</u></p> <ul style="list-style-type: none"> <li>• 15 years or more experience in civil engineering - 20 points</li> <li>• 10 years but less than 15 years' experience in engineering – 15 points</li> <li>• 7 years but less than 10 years' experience in civil engineering - 10 points</li> <li>• 5 years but less than 7 years' experience in civil engineering - 5 points</li> <li>• Less than 5 years' experience in civil engineering – 0 point</li> </ul> <p><u>The engineer must have experience post qualification and it must be within the infrastructure delivery mandate of Government.</u></p> <ul style="list-style-type: none"> <li>• 5 years' experience and more – 10 points</li> <li>• 3 years but less than 5 years' experience – 7 points</li> <li>• 1 year but less than 3 years' experience – 4 points</li> <li>• Less than a year of experience – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience within the infrastructure delivery mandate of Government.</p> <p>20</p> <p>10</p>



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Technical Proposal	Maximum Points
	<p><u>Practical experience post qualification working at a tactical and strategic level within a government.</u></p> <ul style="list-style-type: none"> <li>• 5 years' experience and more – 10 points</li> <li>• 3 years but less than 5 years' experience – 7 points</li> <li>• 1 year but less than 3 years' experience – 4 points</li> <li>• Less than a year of experience – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience working at a tactical and strategic level within the Government.</p>
<p>3. Experience in Senior Management Position in the built environment for the engineer</p>	<p><u>Bidders to attach CV to outline the Proposed individual's Experience in senior management position in the built environment, preferably in infrastructure facility development management.</u></p> <ul style="list-style-type: none"> <li>• 10 years or more experience in senior management position in the built environment for the engineer - 10 points</li> <li>• 6 years but less than 10 years' experience in senior management position in the built environment for the engineer – 7 points</li> <li>• 3 years but less than 6 years' experience in senior management position in the built environment for the engineer – 5 points</li> <li>• 1 year but less than 3 years' experience in senior management position in the built environment for the engineer - 3 points</li> <li>• Less than 1 year experience in senior management position in the built environment for the engineer – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience in senior management position in the built environment.</p>

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Technical Proposal	Maximum Points
<p><b>4. Project Methodology</b></p> <p>The demonstration should be in line with the terms of reference.</p>	<p><b>Project proposal/ Methodology</b></p> <p><b>Demonstration of the Rational and understanding of the assignment – 05 Points</b></p> <ul style="list-style-type: none"> <li>• Demonstration of the Interpretation of infrastructure mandate of GPT and its stakeholders – 1 point</li> <li>• Demonstrate the understanding of the infrastructure roles and responsibilities of provincial departments in terms of infrastructure planning, procurement and delivery management – 1 point</li> <li>• Demonstrate the understanding of the end of stage deliverables in terms of infrastructure planning and delivery management – 1 point</li> <li>• Demonstrate understanding of the end of stage deliverables in terms of infrastructure procurement - 1 point</li> <li>• Demonstrate understanding of the PPP system- 1 point</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 Point</li> </ul> <p><b>Overall approach to the assignment – 12 Points</b></p> <ul style="list-style-type: none"> <li>• Demonstrate understanding of capacity and capability for infrastructure performance management – 3 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure portfolio management delivery process – 3 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure programme management delivery process - 2 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure project management delivery process - 2 points</li> </ul>

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Technical Proposal	Maximum Points
	<ul style="list-style-type: none"> <li>• Demonstrate the approach towards the capacity and capability enhancement for the operations and maintenance delivery process - 2 points</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 point</li> </ul>
<b>5. Experience</b>	<b>Proof of company's and or proposed individual consultant's track record in Engineering consulting projects conducted.</b>  <ul style="list-style-type: none"> <li>• Three contactable reference/ testimonial letters – 3 points</li> <li>• Two contactable reference/ testimonial letters – 2 points</li> <li>• One contactable reference/ testimonial letters - 1 point</li> <li>• No Contactable reference/testimonial letters- 0 point</li> </ul> <b>Note:</b>  (i) Bidder as a Company to attach reference/ testimonial letters in their client's letterhead and signed by the relevant authority accompanied by the purchase order or signed contracts for the same service rendered. In addition: Names, contact numbers and Email Addresses for each client that has been included in the proposal as a reference.  (ii) For individual consultants the bidder to attach a testimonial letter in their client letterhead and signed by the relevant authority accompanied by the following information: Names, contact numbers and email addresses for each client that has been included in the proposal as a reference.
<b>Total</b>	<b>90</b>

NOTE: ANY BIDDER THAT SCORES LESS THAN 75 POINTS DURING THE TECHNICAL STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS.

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Surveyor:


- A total of **90** points is allocated for stage 1B.

The 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.

Technical Proposal	Maximum Points
<b>1. Qualification</b>	<p><b>Bidder/s to attach copies of qualifications accredited by SAQA.</b></p> <ul style="list-style-type: none"> <li>• Postgraduate/NQF Level 8 or more in Quantity Surveying – 20 points</li> <li>• A Degree/NQF Level 7 or more in Quantity Surveying 15 points</li> <li>• A National Diploma/NQF Level 6 in Quantity Surveying – 10 points</li> <li>• No qualification provided - 0 points</li> </ul> <p>All international qualifications must be accompanied by the South African Qualifications Authority (SAQA) accreditation. Points will not be awarded for International Qualification without SAQA accreditation.</p>
<b>2. Experience in Quantity Surveying</b>	<p><b>Bidders to attach CV to outline the Proposed Individual experience post qualification in Quantity Surveying.</b></p> <ul style="list-style-type: none"> <li>• 15 years or more experience in quantity surveying - 20 points</li> <li>• 10 years but less than 15 years' experience quantity surveying – 15 points</li> <li>• 7 years but less than 10 years' experience in quantity surveying - 10 points</li> <li>• 5 years but less than 7 years' experience in quantity surveying - 5 points</li> <li>• Less than 5 years' experience in quantity surveying – 0 point</li> </ul>
	<p><b><u>A Quantity surveyor must have experience post qualification and it must be within the infrastructure delivery mandate of Government.</u></b></p> <ul style="list-style-type: none"> <li>• 5 years' experience and more – 10 points</li> <li>• 3 years but less than 5 years' experience – 7 points</li> </ul>

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Technical Proposal		Maximum Points
	<ul style="list-style-type: none"> <li>1 year but less than 3 years' experience – 4 points</li> <li>Less than a year of experience – 0</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience within the infrastructure delivery mandate of Government.</p>	
	<p><u>Practical experience post qualification working at a tactical and strategic level within a government</u></p> <ul style="list-style-type: none"> <li>5 years' experience and more – 10 points</li> <li>3 years but less than 5 years' experience – 7 points</li> <li>1 year but less than 3 years' experience – 4 points</li> <li>Less than a year of experience – 0</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience working at a tactical and strategic level within the Government environment.</p>	10
3. Experience in Senior Management Position in the built environment	<p>Bidders to attach CV to outline the Proposed individual's Experience in senior management position in the built environment, preferably in infrastructure facility development management</p> <ul style="list-style-type: none"> <li>10 years or more experience in senior management position in the built environment for the quantity surveyor - 10 points</li> <li>6 years but less than 10 years' experience in senior management position in the built environment for the quantity surveyor – 7 points</li> <li>3 years but less than 6 years' experience in senior management position in the built environment for the quantity surveyor- 5 points</li> <li>1 year but less than 3 years' experience in senior management position in the built environment for the quantity surveyor- 3 points</li> </ul>	10

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Technical Proposal		Maximum Points
	<ul style="list-style-type: none"> <li>Less than 1 year experience in senior management position in the built environment for the quantity surveyor – 0 points</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience in senior management position in the built environment.</p>	
<b>4. Project Methodology</b>	<p><b>Project proposal/ Methodology</b></p> <p><b>Demonstration of the Rational and understanding of the assignment – 5 Points</b></p> <ul style="list-style-type: none"> <li>Demonstration of the Interpretation of infrastructure mandate of Government and its stakeholders – 1 point</li> <li>Demonstrate the understanding of the infrastructure roles and responsibilities of provincial departments in terms of infrastructure planning, procurement and delivery management – 1 point</li> <li>Demonstrate the understanding of the end of stage deliverables in terms of infrastructure planning and delivery management – 1 point</li> <li>Demonstrate understanding of the end of stage deliverables in terms of infrastructure procurement - 1 point</li> <li>Demonstrate understanding of the PPP system- 1 point</li> <li>Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 point</li> </ul> <p><b>Overall approach to the assignment – 12 Points</b></p> <ul style="list-style-type: none"> <li>Demonstrate understanding of capacity and capability for infrastructure performance management – 3 points</li> <li>Demonstrate the approach towards capacity and capability enhancement for the infrastructure portfolio management delivery process – 3 points</li> <li>Demonstrate the approach towards capacity and capability enhancement for the infrastructure programme management delivery process – 2 points</li> <li>Demonstrate the approach towards capacity and capability enhancement for the infrastructure project management delivery process - 2 point</li> </ul>	<b>17</b>

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Technical Proposal		Maximum Points
	<ul style="list-style-type: none"> <li>• Demonstrate the approach towards the capacity and capability enhancement for the operations and maintenance delivery process - 2 point</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 point</li> </ul> <p>The demonstration should be in line with the terms of reference.</p>	
5. References	<p><b>Proof of company's and or proposed individual consultant's track record in public sector or private sector quantity surveying consulting projects conducted.</b></p> <ul style="list-style-type: none"> <li>• Three contactable reference/ testimonial letters – 3 points</li> <li>• Two contactable reference/ testimonial letters – 2 points</li> <li>• One contactable reference/ testimonial letters - 1 point</li> <li>• No contactable references/testimonial letters provided – 0 point</li> </ul> <p><b>Note:</b></p> <p>(i) bidder as a Company to attach reference/ testimonial letters in their client's letterhead and signed by the relevant authority accompanied by the purchase order or signed contracts for the same service rendered. In addition: Names, contact numbers and Email Addresses for each client that has been included in the proposal as a reference.</p> <p>(ii) For individual consultants the bidder to attach a testimonial letter in their client letterhead and signed by the relevant authority accompanied by the following information: Names, contact numbers and email addresses for each client that has been included in the proposal as a reference.</p>	3
	<b>Total</b>	<b>90</b>

**NOTE: ANY BIDDER THAT SCORES LESS THAN 75 POINTS DURING THE TECHNICAL STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS.**

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Public Finance/Economic/Finance Specialist:

Technical Proposal	Maximum Points
<b>1. Qualifications</b>	<p><b>Bidder/s to attach copies of qualifications accredited by SAQA.</b></p> <ul style="list-style-type: none"> <li>• A postgraduate/ NQF Level 8 qualification or more in Public Finance/Economics or other related qualification – 20 points</li> <li>• A Degree/NQF Level 7 in Public Finance/ Economics or other related qualification – 15 points</li> <li>• A National Diploma/NQF Level 6 in Public Finance or Economics – 10 points</li> <li>• No qualification provided - 0 Points</li> </ul> <p>All international qualifications must be accompanied by the South African Qualifications Authority (SAQA) accreditation. Points will not be awarded for International Qualification without SAQA accreditation.</p>
<b>2. Experience in public finances</b>	<p><b>Bidders to attach CV to outline the Proposed individual's Experience post qualification in Public Finance in the public service.</b></p> <ul style="list-style-type: none"> <li>• 15 years or more experience in Finance in the public service - 20 Points</li> <li>• 11 years but less than 15 years' experience in Finance in the public service – 15 points</li> <li>• 9 years but less than 11 years' experience in Finance in the public service – 10 points</li> <li>• 7 years but less than 9 years' experience in the Finance in the public service- 5 points</li> <li>• 5 years but less than 7 years' experience in the Finance in public service – 3 points</li> <li>• Less than 5 years' experience in Finance in the public service – 0 points</li> </ul>



**PROVINCIAL SUPPLY CHAIN MANAGEMENT****TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS****Page: 34 of 44**

Technical Proposal		Maximum Points
	<p>A Public finance/economist/Finance specialist with experience in a senior management position within Government.</p> <ul style="list-style-type: none"> <li>5 years' experience and more – 10 points</li> <li>3 years but less than 5 years' experience – 7 points</li> <li>1 year but less than 3 years' experience – 4 points</li> <li>Less than a year of experience – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience in senior management position within Government.</p>	10
	<p><u>Practical experience post qualification working at a tactical and strategic level within a government</u></p> <ul style="list-style-type: none"> <li>5 years' experience and more – 10 points</li> <li>3 years but less than 5 years' experience – 7 points</li> <li>1 year but less than 3 years' experience – 4 points</li> <li>Less than a year of experience – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience working at a tactical and strategic level within the Government environment.</p>	10
3. Experience in PPP Finance; related legal and regulatory work in PPP projects	<p>Bidders to attach cv to outline the Proposed individual's Experience in the performance of PPP finance, related legal and regulatory work in PPP projects</p> <ul style="list-style-type: none"> <li>10 years or more experience in PPP Finance related legal and regulatory work in PPP projects - 10 points</li> <li>7 years but less than 10 years' PPP Finance related legal and regulatory work in PPP projects – 7 points</li> </ul>	10


 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p> <p><b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b></p>	<p><b>Page: 35 of 44</b></p>
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Technical Proposal		Maximum Points
	<ul style="list-style-type: none"><li>• 4 years but less than 7 years' experience in PPP Finance related, PPPs related legal and regulatory work in PPP projects - 5 points</li><li>• 1 year but less than 4 years' experience in PPP Finance related legal and regulatory work in PPP projects - 3 points</li><li>• Less than 1 year experience PPP Finance related legal and regulatory work in PPP projects - 0 point</li></ul>	
<p><b>4. Project Methodology.</b></p> <p>The demonstration should be in line with the terms of reference.</p>	<p><b>Project proposal/ Methodology</b></p> <p><b>Demonstration of the Rational and understanding of the assignment (05 Points)</b></p> <ul style="list-style-type: none"><li>• Demonstration of the Interpretation of infrastructure mandate of GPT and its stakeholders – 1 point</li><li>• Demonstrate the understanding of the infrastructure roles and responsibilities of provincial departments in terms of infrastructure planning, procurement and delivery management – 1 point</li><li>• Demonstrate the understanding of the end of stage deliverables in terms of infrastructure planning and delivery management – 1 point</li><li>• Demonstrate understanding of the end of stage deliverables in terms of infrastructure procurement - 1 point</li><li>• Demonstrate understanding of the PPP system- 1 point</li><li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment-0 Point</li></ul> <p><b>Overall approach to the assignment (12 Points)</b></p> <ul style="list-style-type: none"><li>• Demonstrate understanding of capacity and capability for infrastructure performance management – 3 points</li><li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure portfolio management delivery process – 3 points</li></ul>	17

**PROVINCIAL SUPPLY CHAIN MANAGEMENT****TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS****Page: 36 of 44**

Technical Proposal	Maximum Points
	<ul style="list-style-type: none"> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure programme management delivery process - 2 point</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure project management delivery process - 2 point</li> <li>• Demonstrate the approach towards the capacity and capability enhancement for the operations and maintenance delivery process - 2 point</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 Point</li> </ul>
5. References	<p><b>Proof of company's and or proposed individual consultant's track record of a similar magnitude public finance consulting projects conducted</b></p> <ul style="list-style-type: none"> <li>• Three contactable reference/ testimonial letters – 3 points</li> <li>• Two contactable reference/ testimonial letters – 2 points</li> <li>• One contactable reference/ testimonial letters - 1 point</li> <li>• No contactable reference/testimonial letters- 0 point</li> </ul> <p><b>Note:</b></p> <p>(i) Bidder as a Company to attach reference/ testimonial letters in their client's letterhead and signed by the relevant authority accompanied by the purchase order or signed contracts for the same service rendered. In addition: Names, contact numbers and Email Addresses for each client that has been included in the proposal as a reference.</p>

3

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 37 of 44</b>
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Technical Proposal	Maximum Points
(ii) For individual consultants the bidder to attach a testimonial letter in their client letterhead and signed by the relevant authority accompanied by the following information: Names, contact numbers and email addresses for each client that has been included in the proposal as a reference.	
Total	90

NOTE: ANY BIDDER THAT SCORES LESS THAN 75 POINTS DURING THE TECHNICAL STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS.

Organisation Development Specialist:

Technical Proposal	Maximum Points
<b>1. Qualifications</b>	<b>Bidder/s to attach copies of qualifications accredited by SAQA.</b> <ul style="list-style-type: none"> <li>• A postgraduate/NQF Level 8 or more qualification in Public Management or Human resources or Organizational Development – 20 points</li> <li>• A Degree/ NQF Level 7 in Public Management or Human resources or Organizational Development – 15 points</li> <li>• A National Diploma/NQF Level 6 in Public Management or Human Resources or Organizational Development – 10 points</li> <li>• No qualification provided - 0 point</li> </ul> <b>All international qualifications must be accompanied by the South African Qualifications Authority (SAQA) accreditation. Points will not be awarded for International Qualification without SAQA accreditation.</b>
<b>2. Experience in Organizational Development funding and/or related sector</b>	<b>Bidders to attach CV to outline the Proposed individual's post qualification experience in Organisational development and Human Resources in the public service.</b>

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p> <p><b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b></p>	<p><b>Page: 38 of 44</b></p>
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Technical Proposal	Maximum Points
	<ul style="list-style-type: none"> <li>• 15 years or more experience in Organizational Development and Human resource management in public service - 25 points</li> <li>• 11 years but less than 15 years' experience in Organizational development &amp; Human resource management in public service – 20 points</li> <li>• 9 years but less than 11 years' experience in Organizational development &amp; Human resource management in public service - 15 points</li> <li>• 7 years but less than 9 years' experience in Organizational development &amp; Human resource management in public service - 10 points</li> <li>• 5 years but less than 7 years' experience in Organizational development &amp; Human resource management in public service – 5 points</li> <li>• Less than 5 years' experience in Organizational development &amp; Human resource management in public service – 0 point</li> </ul>
	<p><b>Practical experience working at a tactical and strategic level within Government.</b></p> <ul style="list-style-type: none"> <li>• 5 years' experience and more – 10 points</li> <li>• 3 years but less than 5 years' experience – 7 points</li> <li>• 1 year but less than 3 years' experience – 4 points</li> <li>• Less than a year of experience – 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience working at a tactical and strategic level within the Government.</p>

10

 <p><b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 39 of 44</b>
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Technical Proposal	Maximum Points
<p>3. Experience in Infrastructure delivery mandate of Government</p>	<p>Bidders to attach CV to outline the Proposed individual's experience in Organisational Development within the Infrastructure delivery mandate of Government</p> <ul style="list-style-type: none"> <li>• 10 years or more experience in organizational development and Human Resource management in public service within the infrastructure value chain -15 points</li> <li>• 7 but less than 10 years' experience in organizational development and Human Resource management in public service within the infrastructure value chain – 10 points</li> <li>• 3 years but less than 7 years' experience in organizational development and Human Resource management in public service within the infrastructure value chain - 5 points</li> <li>• 1 year but less than 3 years' experience in organisational development and Human Resource management in public service within the infrastructure value chain - 3 points</li> <li>• Less than 1 year experience in organisational development and Human Resource management in public service within the infrastructure value chain - 0 point</li> </ul> <p>Points will not be awarded if the CV does not clearly indicate the number of years of experience within the infrastructure value chain.</p>
<p>4. Project Methodology.</p> <p>The demonstration should be in line with the terms of reference.</p>	<p>Project proposal/ Methodology</p> <p>Demonstration of Rational and understanding of the assignment – 05 Points</p> <ul style="list-style-type: none"> <li>• Demonstration of the Interpretation of infrastructure mandate of GPT and its stakeholders – 1 point</li> <li>• Demonstrate the understanding of the infrastructure roles and responsibilities of provincial departments in terms of infrastructure planning, procurement, and delivery management – 1 point</li> </ul>

**PROVINCIAL SUPPLY CHAIN MANAGEMENT****TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS****Page: 40 of 44**

Technical Proposal	Maximum Points
	<ul style="list-style-type: none"> <li>• Demonstrate the understanding of the end of stage deliverables in terms of infrastructure planning and delivery management – 1 point</li> <li>• Demonstrate understanding of the end of stage deliverables in terms of infrastructure procurement - 1 point</li> <li>• Demonstrate understanding of the PPP system- 1 point</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 Point</li> </ul> <p><b>Overall approach to the assignment (12 Points)</b></p> <ul style="list-style-type: none"> <li>• Demonstrate understanding of capacity and capability for infrastructure performance management from an organizational development perspective – 3 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure portfolio management delivery process – 3 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure programme management delivery process - 2 points</li> <li>• Demonstrate the approach towards capacity and capability enhancement for the infrastructure project management delivery process – 2 points</li> <li>• Demonstrate the approach towards the capacity and capability enhancement for the operations and maintenance delivery process - 2 points</li> <li>• Demonstration not in line with the TOR or No demonstration of the overall approach of the assignment - 0 Point</li> </ul>

**PROVINCIAL SUPPLY CHAIN MANAGEMENT****TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS****Page: 41 of 44**

Technical Proposal		Maximum Points
5. References	<p>Proof of company's and or proposed individual consultant's track record of a similar magnitude Human Resources consulting projects conducted.</p> <ul style="list-style-type: none"> <li>• Three contactable reference/ testimonial letters 3 points</li> <li>• Two contactable reference/ testimonial letters – 2 points</li> <li>• One contactable reference/ testimonial letters - 1 point</li> <li>• No contactable reference/testimonial letter provided – 0 point</li> </ul> <p><b>Note:</b></p> <p>(i) Bidder as a Company to attach reference/ testimonial letters in their client's letterhead and signed by the relevant authority accompanied by the purchase order or signed contracts for the same service rendered. In addition: Names, contact numbers and Email Addresses for each client that has been included in the proposal as a reference.</p> <p>(ii) For individual consultants the bidder to attach a testimonial letter in their client letterhead and signed by the relevant authority accompanied by the following information: Names, contact numbers and email addresses for each client that has been included in the proposal as a reference.</p>	3
<b>Total</b>		<b>90</b>

**NOTE: ANY BIDDER THAT SCORES LESS THAN 75 POINTS DURING THE TECHNICAL STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS.**



 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 42 of 44</b>
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### 13.4 STAGE 1C: PRESENTATION EVALUATION (THIS STAGE OF EVALUATION IS APPLICABLE TO ALL CATEGORIES)

- A total of 10 points is allocated for stage 1C.
- This information will be used for evaluation prior to the pricing and preference point's evaluation.

The threshold for this part of the evaluation is 6 points; any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluations.

This stage of evaluation will be conducted with the proposed candidate/(s). Therefore, the presenter must be the proposed candidate and not a different company representative.

#### Presentation

Maximum Points		Maximum Points
Presentation	<p><b>Presentation based on Approach and Methodology</b></p> <p>At a high level, what will be your focus in the Programme:</p> <ul style="list-style-type: none"> <li>• First year - 1 point</li> <li>• Second year - 1 point</li> <li>• Third year - 1 point</li> <li>• No focus area presented- 0 point</li> </ul> <p><b>How will you go about assisting GPT to fulfil its mandate in terms of infrastructure performance (including PPPs)?</b></p> <ul style="list-style-type: none"> <li>• Infrastructure planning activities- 1 point</li> <li>• Performance outcomes with timelines- 1 point</li> <li>• Steps to be taken reporting the performance- 2 points</li> <li>• No presentation on how GPT will be assisted- 0 point</li> </ul> <p><b>What strategies or tactics must GPT apply to improve on infrastructure performance in GPG?</b></p> <ul style="list-style-type: none"> <li>• Strategies to be applied with regards to municipal infrastructure performance- 1 point</li> <li>• Strategies to be applied with regards to PPP infrastructure performance- 1 point</li> </ul>	<p>3</p> <p>4</p> <p>3</p>

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 43 of 44</b>
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	<ul style="list-style-type: none"><li>• Strategies to be applied with regards to Provincial infrastructure performance- 1 point</li><li>• No Strategy presented - 0 point</li></ul>	
Total		10

Note: Should a different candidate other than the one proposed in the bid document present this stage of evaluation, the bid will be disqualified. If any unforeseen circumstances are to happen the bidder will need to provide proof of such and a replacement of the candidate with equally qualified proposed candidate.

## STAGE 2: PRICE AND PREFERENCE POINTS

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

AREA	POINTS
Price	80
Preference	20
Total	100

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b> <b>TERMS OF REFERENCE FOR CONSULTANTS TO ASSIST GAUTENG PROVINCIAL TREASURY WITH INFRASTRUCTURE PERFORMANCE IN IDENTIFIED FOCUS AREAS</b>	<b>Page: 44 of 44</b>
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Price (80 points) and preference points (20 points)

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

Preference points will be awarded in respect of BBBEE contribution as reflected in the table above. (PPR January 2017 Gazette 10684) Refer to SBD 6.1 for the calculation of the price and preference points.



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Registered Supplier Confirmation**

Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

## PLEASE NOTE:

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

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

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

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

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

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

DATE:



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

## Tax Clearance Requirements

Page 1 of 1

### IT IS A CONDITION OF BIDDING THAT -

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

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



# Provincial Supply Chain Management

**Financial Statements**

**Page 1 of 1**

## Submission of Financial Statements

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

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

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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



## General Conditions of Contract

### 1. Definitions

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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



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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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