 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		<b>INVITATION TO BID</b>			<b>Page 1 of 4</b>					
<b>BID NUMBER</b>										
<b>BID 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>SITE 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>										

## NOTES

### THE TENDER BOX IS OPEN

- 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.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID 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 Invitation to Bid Pack consists of two Sections (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 from 10:00 to 13:00. Kindly follow our social media platforms / [etenders@gauteng.gov.za](mailto:etenders@gauteng.gov.za) (Publications) for the venue of the training.



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



# Provincial Supply Chain Management

## INVITATION TO BID

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**TENDER DOCUMENTS CAN BE OBTAINED FROM:** <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>  
**OR**

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

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

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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

**RETURNABLE ATTACHMENT****GAUTENG PROVINCE**TREASURY  
REPUBLIC OF SOUTH AFRICA**PERSONAL INFORMATION PROCESSING FORM**

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

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

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

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

### Privacy Laws Compliance Clause

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

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


Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	Page: 1 of 3

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 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

---

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

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

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:

--


### 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 2 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.

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



	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 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.
- 3.7 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 the Bidder</b>	



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID 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 INVITATION TO BID 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 BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID 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 INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING 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 BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (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 BID (not applicable for PANEL of BIDDERS).



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID 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 PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " <b>as specified</b> " (see the attached specification) (not applicable for PANEL 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 SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL 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 SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL 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 the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ul style="list-style-type: none"> <li>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.</li> <li>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 the ( PRICING SCHEDULE per item).</li> </ul>



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID 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 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, 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, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID 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.




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID 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 BID 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 BID 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	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> <li>• NAME AND ADDRESS OF THE BIDDER;</li> <li>• THE BID (GT) NUMBER; AND</li> <li>• THE CLOSING DATE.</li> </ul> <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> <li>• To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; <b>OR</b></li> <li>• deposited in the tender box as indicated on SBD1 before the closing time and date.</li> </ul>
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 BID) – 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.

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

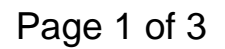
This BID will be evaluated on the basis of the under noted point system, as stipulated in the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

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

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





# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	
Preference Points (Specific Goals)	
<b>TOTAL</b>	

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	

**\*It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**





# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

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### BIDDERS JOB CREATION ANALYSIS

Company Name		Date Established	
--------------	--	------------------	--

	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 source of supply)
- 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						

 <b>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>SPECIFICATION FOR: SUPPLY AND DELIVERY OF OFFICE STATIONERY FOR GAUTENG PROVINCIAL GOVERNMENT (GPG) AND ENTITIES</b>	<b>Page: 1 of 45</b>

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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 preparation of 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>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
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## TERMS & DEFINITIONS

Unless inconsistent with or expressly indicated otherwise by the context, the following terms shall mean the following:

1. **“black designated groups”** has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act, 53 of 2003, as amended.
2. **“Black people”** has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act 53 of 2003, as amended.
3. **“Closing Date”** shall mean the date and time when tenders for rendering the Service are due to be submitted.
4. **“Commencement Date”** shall mean the date on which the Service Provider shall commence rendering the services to the GPG.
5. **“Contract Price”** refers to a mutually agreed-upon price between GPG and the service provider in a contract which specify the total amount that will be paid by government to the appointed service provider for goods or services delivered as outlined in the contract terms.
6. **“Contract”** shall mean and include the General Conditions of Tender as specified in the Terms of Reference, the tender forms, the Terms of Reference and any agreement concluded between the GPG and the Service Provider in relation to the service.
7. **“Designated group” means**
  - a) Black designated groups.
  - b) Black people.
  - c) Women.
  - d) People with disabilities; or
  - e) Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
8. **“Designated sector”** means a sector, sub-sector or industry or product designated in terms of regulation 8(1)(a).
9. **“Employee”** shall mean any person in the employ of the GPG.

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- 10. “Supplier’s Employee”** shall mean the person employed by the supplier providing services to GPG departments.
- 11. “Financial Year”** means a twelve-month period commencing from 1 April and ending 31 March.
- 12. “GPG”** shall mean the Gauteng Provincial Government.
- 13. “GPT”** shall mean the Gauteng Provincial Treasury being a department of the Gauteng Provincial Government listed as such under Schedule 2 to the Public Service Act, Proclamation 103 of 1994.
- 14. “National Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended.
- 15. “People with disabilities”** has the meaning assigned to it section 1 of Employment Act 55 of 1998, as amended.
- 16. “PFMA”** shall mean the Public Finance Management Act 1 of 1999, as amended.
- 17. “SAP”** shall mean an ERP software used for effective business operations.
- 18. “BAS”** shall mean Basic Accounting System
- 19. “P-Card”** shall mean Purchasing Card utilized by GPG
- 20. “Service Provider”** shall mean the bidder whose tender has been accepted by GPG.
- 21. “A Preferred bidder”** Shall mean the bidder that has been selected as a most suitable bidder to be awarded a contract or a tender, subject to the completion of negotiations and legal arrangements
- 22. “Service”** shall mean the supply and delivery of stationery.
- 23. “Stipulated minimum threshold”** means the minimum threshold stipulated in terms of Regulation 8(1)(b) of the Preferential Procurement Regulations, 2017.
- 24. “Term”** shall mean the duration of supply of goods for a period of 36 (thirty-six) months commencing on the Commencement Date and expiring period.
- 25. “The Act”** means the legislative prescripts that must be complied with.
- 26. “TOR”** shall mean the Terms of Reference for rendering the Services as specified in this document.
- 27. “Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994 as defined in the Preferential Procurement Regulations, 2017.
- 28. “Treasury”** has the meaning assigned to it in section 1 of the Public Finance Management Act 1 of 1999, as amended.
- 29. “RC1”** means Certificate of Registration in Respect of Motor Vehicle

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## 1 The Project Background and Goals

### 1a. The user background to the project effort.

The Gauteng Provincial Government (GPG) expects goods and service of the obligatory quality to be delivered in all instances in line with the defined requirements stated in this specification for the supply and delivery of office stationery.

### 1b. Goals of the project

The service provider is to ensure the goods to be supplied are in line with the requirements of this specification. Having the right office stationery is essential for the effective day-to-day functioning of the departments and to ensure that employees have the tools to carry out their duties and responsibilities. The Gauteng Provincial Government (GPG) seeks to advertise and appoint service providers for the supply and delivery of office stationery for a period of 36 months.

## 2. The Customer

### 2a. Customer

- Gauteng Provincial Government (GPG) Departments and Entities


## 3. General Conditions

### 3a. RFP Pack

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

### 3b. Special Conditions

- Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the payment to suppliers within 30 days of invoice receipt. In support of this it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking.

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- ii. All the products items delivered by the successful bidder(s) must be to the standard of this specification or the latest as amended.
- iii. **No** product deviation will be accepted.
- iv. **No** payment for incorrect product items will be made.


## 4. Applicable Documents

### 4.1 National Standards

The products offered shall in respect of all matters arising from the fulfilment of the contract comply with all laws and regulations as amended that are applicable to the products required. In this regard, special reference is, *inter alia* made to the following acts and standards, which do not constitute an exhaustive list:

- SANS 785:2006: Writing equipment ballpoint pens.
- SANS 1318:2016: Scholastic stationery.
- SANS 1531:2003: Wood-cased pencils and extruded plastics pencils with graphite lead and coloured lead.
- SANS 1581:2012: Erasers made from plasticized PVC.
- SANS 9177-1: Mechanical pencils Part 1: Classification, dimensions, performance requirements and testing.
- SANS 9177-2: Mechanical pencils Part 2: Black leads - Classification and dimensions.
- SANS 9177-3:2009: Mechanical pencils Part 3: Black leads - Bending strengths of HB leads.
- SANS 9180: 2009: Black leads for wood-cased pencils - Classification and diameters
- SANS 27668-1:2009: Gel ink ball pens and refills Part 1: General use
- CKS 368:1973: Lever arch files for stationery
- ISO 9001:2015 / SANS 9001:2015 "Requirements for Quality Management Systems"



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## 4.2 Acts and Regulations


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

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

- Constitution of the Republic of South Africa, 1996
- Public Finance Management Act No. 1 of 1999 (as amended)
- Preferential Procurement Policy Framework Act No. 5 of 2000
- Standards Act No. 8 of 2008
- The Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
- Occupational Health and Safety Act No. 85 of 1993
- Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- Government Notice GNR 1258 of 21 July 1972 Regulations Governing the Administering of an Oath or Affirmation
- Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)
- Preferential Procurement Regulations, 2022 Pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000)
- Promotion of Access to Information Act, 2000 (Act No 2 of 2000)
- Promotion of Administrative Justice Act, 2000 (Act No 3 of 2000)
- Protection of Personal Information Act, 2013 (Act No 4 of 2013)

**Note: Amended Acts and Regulations/Standards applicable to this bid shall supersede the above stated. The list is not exhaustive.**



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## 5. Product and Service Requirements

**In the supply and delivery of the stationery items, the service provider must ensure that:**

- Right quality products are supplied as indicated in this specification.
- Capacity and capability exist to supply products described in **Section 1** and correct quantities as indicated in the specification under **Section 2: Price Schedule (Annexure A)**
- The delivery schedule as stated by the ordering department is strictly adhered to the GPT and the relevant departments expect a product of the obligatory quality to be supplied in all instances.
- Products supplied must comply with the South African National Standards (SANS) and South African Bureau of Standards (SABS) legislation.
- Documented Inventory Management Plan must detail the type of stock system applied, documented distribution plan and lead time.
- Risk Management plan specify how the stock availability, stock replacement, stock delivery schedule, obsolete stock items, returns policy of stock items and conflict resolution will be addressed.
- The vehicle used for transportation must be covered and insulated for dust to protect the items delivered. This must be indicated on the proposal.
- RC1 copy or letter of commitment must be attached indicating the bidder's name/director's name.


**NOTE:** Certified copies/documents will be required at award stage.

## 6. Product Item List

### 6.1 A4 Book

#### 6.1.1 Requirements

- A4, two (2) and three (3) quire feint & margin
- Each page must feature red ruled margins and ruled lines
- Must be available in 192 pages &
- Must also be available in 288 pages
- Cut flush, black board sides, thread sewn and quarter bound

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## **6.2 A4 Book**

### **6.2.1 Requirements**

- A4, feint and margin college exercise book
- Each page must feature red ruled margins and ruled lines
- Must be available in 32 pages
- Must also be available in 72 pages

## **6.3 A5 Shorthand**

### **6.3.1 Requirements**

- A5, top bound
- Each page must feature ruled (feint) lines
- Must contain 144 pages, 148x210mm

## **6.4 A5 Shorthand**

### **6.4.1 Requirements**

- A5, journal
- Cream lined pages, pastel colours/black
- Must contain 192 pages
- Rounded corners, elastic closure band and a date feature
- Ribbon marker to quickly pick up where you left off


### **6.4.2 Packaging and Marking**

- The manufacturer's name on the box
- Quantity inside the box

## **6.5 Rubber Band**

### **6.5.1 Requirements**

- The material of the bands shall be made from a thoroughly blended compound of natural rubber and suitable additives.
- Band rubber no. 38, 90 x 6 mm brown 100 g per box (150 mm x 3mm)
- Band rubber 180 x 5 mm cream 100 g per packet
- Band rubber 51 x 1.6 mm 100 g per box
- Band rubber 150 x 10 mm 100 g per box
- Band rubber 125 x 2 mm 100 g per box
- Band rubber 220 x 10 mm 100 g per box

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- Band rubber 40-76 x 5 mm 100 g per box
- Band rubber 75 x 1.6 mm 100 g per box
- Band rubber 127 x 5 mm 100 g per box

### 6.5.2 Packaging and Marking

- Shall be packed in a carton/box/plastic bag that will safeguard the contents and withstand normal handling and transport
- Marking must be legible and indelible
- Packaging to write the trade name, product name, colour, size and quantity.

## 6.6 Paper Binder (grip binder)

### 6.6.1 Requirements

- Tin plated self-pierce and round head
- Split pin fastener with locking washer to securely hold papers together
- Binder paper 32 mm tin plated self-pierce
- Binder paper 38 mm tin plated self-pierce
- Binder paper 50 mm tin plated self-pierce

### 6.6.2 Packaging and Marking

- Shall be packed in a carton/box/pack that will safeguard the contents
- Marking must be legible and indelible
- Packaging to write the trade name, product name, colour, size and quantity.


## 6.7 File Binder

### 6.7.1 Requirements

- Eco plastic self-adhesive
- 10 per box
- Flapless with clip 326 GSM

### 6.7.2 Packaging and Marking

- Shall be packed in a carton/box/pack that will safeguard the contents
- Marking must be legible and indelible
- Packaging to write the trade name, product name, colour, size and quantity.

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## **6.8 Paper Binder (slide)**

### **6.8.1 Requirements**

- Suitable for binding unpunched documents with a binding capacity of up to 75 pages of 80gsm, PVC (material) A4 size
- Size of between 7 mm to 10 mm, squared corners
- Binder paper slide A4 red 10 mm 10/pack
- Binder paper slide A4 red 7 mm 10/pack
- Assorted colours as per the requirement of the purchaser
- Must be robust, re-usable and easy to slide open to bind pages

### **6.8.2 Packaging and Marking**

- Shall be packed in a carton/box/pack that will safeguard the contents
- Marking must be legible and indelible
- Packaging to write the trade name, product name, colour, size and quantity.


## **6.9 Box storage and archive**

### **6.9.1 Requirements**

- Must be able to accommodate A4 documents (ring-binders, lever arch files) with lid and handle holes
- Light duty stacking strength for storage with or without shelving
- Collapsible, foldable corrugated paperboard and easy to assemble
- Double-base, double-end, single-side construction for extra durability during handling
- Boxes are designed to hold a weight of 15 kg to 25 kg
- Box archive cardboard 437 x 330 x 250 mm with lids
- Container solid plastic A4 Black/Grey
- Cardboard A4 160 g pink 100 per pack
- Cardboard A4 160 g white 100 per pack
- Cardboard A4 160 g yellow 100 per pack

### **6.9.2 Packaging and Marking**

- Shall be packed in nominal quantities of 100 per pack
- Only the same size shall be packed together in the box
- Marking on the box shall be legible and indelible
- Trade name; Description of the contents
- Size and quantity

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## 6.10 **Paper Clip**


### 6.10.1 **Requirements**

PAPER CLIP (GEM)	PAPER CLIP (FOLD BACK STEEL)
Shall be of steel wire that has carbon, manganese and sulphur contents not exceeding 0,15; 0,5 and 0,05% respectively	Shall be strong metal clips with fold-back arms to keep a secure hold and grip on the document
Must be between the sizes (length) of 30mm to 77mm and width 6mm to 8mm	Various sizes from 19mm, 32mm, 41mm and 50mm as required by the purchaser
The wire to be protected by a metallic or an organic coating	Easy to remove
The four sides wires of paper clips shall be straight and parallel to one another and shall merge smoothly into loops	
Paper clip to show no sign of tearing the sheets of paper	
Shall be free from sharp edges, cracked or flaked coatings	

- Clip paper fold back steel springs 19 mm
- Clip paper fold back steel springs 32 mm
- Clip paper fold back steel springs 41 mm
- Clip paper fold back steel springs 50 mm
- Clip paper gem PVC 30 mm small coloured
- Clip paper gem PVC 50 mm giant coloured

### 6.10.2 **Packaging and Marking**

- Shall be packed in nominal quantities of 100 clips per box
- Only clips of the same size and coating shall be packed together in the box
- Marking on the box shall be legible and indelible
- Trade name; Description of the contents
- Size, colour and quantity

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## **6.11 Cover Report Punch**

### **6.11.1 Requirements**

- A4 punch less report cover
- Each report cover must hold between 30-40 sheets of 80 gsm paper
- Front cover must be clear and coloured back
- Slide the concealed metal mechanism to bind documents
- Cover, report punch less, A4, clear front cover, opaque rear cover, polypropylene, built in mechanism to clip documents, flexible spine

### **6.11.2 Packaging and Marking**

- The manufacturer's name must appear on the box
- 5 sets per pack

## **6.12 Plastic Container**

### **6.12.1 Requirements**

- The container must be the following size A4, 320 (L) × 105 (W) x 220 (H)
- Must be strong enough to store and hold files
- May be plastic or solid plastic
- Plastic must be easy to assemble
- Colour must be black/grey
- Container must be size


### **6.12.2 Packaging and Marking**

- The manufacturer's name must appear on the box
- Each pack must consist of 4 containers per pack

## **6.13 Plastic Binding Element**

### **6.13.1 Requirements**

- Must be made from plastic
- Must be suitable for all binding element machines,
- 21 loops, A4 length and whole spacing
- Must be flexible and durable for de-binding and re-binding of documents and make page turning easy

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- Element binding plastic A4 6 mm black 100/box
- 10mm (White) with a capacity binding of 65 sheets
- 14mm (Black) with a capacity binding of 125 sheets
- 16mm (Black) with a capacity binding of 135-145 sheets
- 32mm (Green) with a capacity binding of 280-310 sheets

### 6.13.2 Packaging and marking

- Marking on the box shall be legible and indelible
- Shall be packed in quantities of 25, 50 or 100 per box
- Elements of the same size shall be packed together in the box
- Trade name, description of the contents

## 6.14 Eraser

### 6.14.1 Requirements

- Smudge-free erasing with minimal crumbling
- Soft and bendable, 21 x 1 mm
- Remove graphite from paper
- Eraser will not tear paper when erasing
- Self-cleaning eraser has bevelled ends
- Polyvinyl chloride (PVC) and latex-free
- Material – rubber and white in colour

### 6.14.2 Packaging and marking


- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

## 6.15 File divider

### 6.15.1 Requirements

- Shall be of polypropylene, pvc or board material
- A4 size, multi-coloured
- Tabs may be non-printed or printed with letter month (A-Z) or numbers (1-10)
- Hole punch must be suitable for any file
- File divider cardboard A4 10 divisions multi-colour (10/pack)



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- File divider PVC 10 blank div A4 multi (10/pack)
- File divider PVC A-Z A4 multi coloured
- File divider PVC number 1-10 A4 coloured
- File folder flat cardboard yellow 25/box
- File ring 2 O-ring PVC A4 38 mm

### 6.15.2 Packaging and marking

- Marking on the packaging shall be legible and indelible
- The manufacturer's name or trademark
- The name of the product
- Pack of 10

## 6.16 Lever arch file (2 ring PVC A4 75 mm)

### 6.16.1 Requirements

- The covering must be made of PVC
- The flat must be 634 mm
- The spine of the file must be 80 mm
- The height of the file must be 317 mm
- File lever arch 2 ring PVC A4 75 mm
- The file must have a thumbhole
- Double mechanism to keep contents firmly in the Lever Arch Files – 2 Rings for all punched documents - Metallic compressor.

### 6.16.2 Packaging and marking


- Trade name
- Description of contents
- Quantity of lever arch files in each box shall be 10
- Size

## 6.17 Fingerettes/ finger cones

### 6.17.1 Requirement

- Must be made from natural rubber and rough finishing for ease of counting and paging of the document
- Ideal for quickly and neatly sorting, counting and paging of the document
- Puncture and tear resistant paper
- Must be strong enough to grip and not slip or stretch out during use



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- Must be available in assorted colours as required by the purchaser
- Size 1
- Size 2
- Size 3
- For custom fit and quantity of 10-12 in a box/cartoon

#### 6.17.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

#### 6.18 Glue stick

##### 6.18.1 Requirement

- Quick setting
- Non-wrinkling paper glue
- Non-toxic and solvent-free
- Glue must be white in colour and weigh 40g


#### 6.18.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- The quantity must be displayed on the box

#### 6.19 Paper Puncher

##### 6.19.1 Requirements

- Grades shall be (medium and heavy duty)
- Must have two (2) hole configuration
- The base shall be designed that, when the punch is being used, the paper can be inserted up to a stop without obstruction
- The handle shall have an appropriate ergonomic shape such as to ensure efficient and comfortable operation of the punch
- The receptacle shall be designed that during operation, can contain a relevant number of paper discs without causing malfunction

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- Shall have an adjustable paper guide to ensure correct lateral positioning of sheets (A4, A5, A6)
- The edges of the holes shall not be torn after punching and no tilting of the punch during operation
- Punch mechanism shall automatically return to its normal position after the handle is released
- Must punch no less than 30 sheets

#### **6.19.2 Packaging and Marking**

- Shall be individually packed in a carton that is strong enough to protect the punch from damage during normal handling, transportation and storage
- Punch and the carton to bear the trade name
- Grade (medium or heavy duty)

### **6.20 Scissors (Office)**

#### **6.20.1 Requirements**

- The scissor shall be made from alloyed carbon steel or stainless steel
- The scissor shall have a nominal overall length not exceeding 215 mm


#### **6.20.2 Packaging and Marking**

- The manufacturer's name on the scissor and on the container
- The nominal overall length
- The quantity inside the box

### **6.21 Stapler**

#### **6.21.1 Requirements**

- Must consist of a base, magazine, a chute, a spring- loaded follower block to hold the strip of staples under compression force at all times, staple driver, an anvil and other components necessary for efficient operation of stapler
- Stapler to have a magazine that will accommodate full strip of staples between 105 and 210 staples
- Must fastens papers together with a clinched staple
- Automatically returns to its starting position at the end of its stapling operation
- Facilitates speedy clearance of a "staple jam" if one occurs
- Opens out for use as a tacker on a flat surface

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- The base of the stapler shall be provided with the rubber pads or other suitable means to protect a desk top surface from scratches
- Must clinch not less than 20 sheets
- Stapler 100 sheet heavy duty
- Stapler office 26/6 steel non-clog

### 6.21.2 Packing and Marking

- Marking on the box shall be legible and indelible
- Each stapler to be packed in an individual carton
- Trade name
- Description of the contents
- Model

## 6.22 Staples

### 6.22.1 Requirements

- Staples shall be made of steel wire
- Legs of the staples shall have blunted or chisel ends
- Legs shall be parallel as well as at the right angles to the crown, they shall be free from burrs and jagged edges
- Staples to be smoothly cemented together to form strips to ensure efficient ejection of the staple from the stapling machine without causing blocking of the chute
- Sizes of 23/10/13/15, 23/8/13, 24/6/8, 26/6/8, 66/11


### 6.22.2 Packaging and Marking

- Quantity of staples in each box shall be 1000 or 5000 depending on the size including the requirements of the customer
- Trade name
- Description of contents
- Quantity
- Size

## 6.23 File Binder

### 6.23.1 Requirements

- Self-adhesive plastic Snap Clip for use in A4 top retrieval files
- 10 per packet

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### 6.23.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

### 6.24 Ink Stamp pad

#### 6.24.1 Requirements

- Plastic cover
- Un-inked pad
- 110 mm x 70 mm
- 147 mm x 110 mm

#### 6.24.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box


### 6.25 Examination pad

#### 6.25.1 Requirements

- Examination A4 80 sheets rule margin 10 pack
- Product Weight 0.15 kg
- Product Dimensions 210 mm (L) x 297 mm (W) x 20 mm (H)

#### 6.25.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

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## 6.26 Flipchart

### 6.26.1 Requirements

- Paper flipchart 860 mm x 610 mm
- 50 sheets 60g punch cover
- Actual block size: 10 x 10 mm
- Slotted holes to fit most Flipchart stands
- Perforated sheets
- Individually wrapped pads


### 6.26.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

## 6.27 Pens

### 6.27.1 Requirements

- (i) Pen Gel Black/Red Fine 0.8 mm 12/box
  - Premium gel roller
  - Retractable
  - Smooth writing
  - Longest lasting gel ink
  - Comfortable rubber grip
  - Refillable
- (ii) Pen Gel Black Fine BL77 12/box
  - Rubber grip for comfortable writing and quick drying liquid gel ink.
  - Barrel with pocket clip.
  - Pen gel ink k118-8w
  - Point Size: 0.8 mm
  - Available Colours: Black or Blue
  - Ink: Waterproof and Fade-Resistant Pigment Ink
  - Grip: Rubber Grip
- (iii) Pen retractable gel ink black fine 0.7 mm
- (iv) Pen retractable gel ink blue fine 0.7 mm
- (v) Pen highlighter chisel pink 10 or 12/pack
- (vi) Pen highlighter chisel orange 10 or 12/pack

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- Bright fluorescent colours.
- Durable plastic chisel tip for smooth highlighting.
- Pocket clip.
- AP certified non-toxic.

#### **6.27.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required

The quantity must be displayed on the box

### **6.28 Pencil**

#### **6.28.1 Requirements**

- Pencil, black lead core (3mm core), grade HB, quality wood casing, painted, hexagonal in shape, suitable for use on paper and plastic slate surfaces

#### **6.28.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box


### **6.29 Pencil Sharpener**

#### **6.29.1 Requirements**

- Pencil sharpener, metal with a screw-retained steel blade.
- The pencils to be sharpened cleanly, smoothly, consistently and uniformly.
- The metal and blade are secured and durable enough to withstand repeated use

#### **6.29.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

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### **6.30 Pencil Leads**

#### **6.30.1 Requirements**

- Hi polymer pencil leads suitable for all clutch pencils.
- Leads are flexible & don't break easily.
- Easy to erase.
- 12 Leads in tube.
- 2B 0.5 mm

#### **6.30.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

### **6.31 Pocket file**

#### **6.31.1 Requirements**

- Superior quality polypropylene
- Anti-static sleeves
- No ink removal from photocopies
- Extra cover pockets for inserts
- A4 size, clear
- 50 pockets


#### **6.31.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of the contents and quantity
- Size as required

### **6.32 Laminating Pouch**

#### **6.32.1 Requirements**

- Pouch laminating A3 150 micron
- Pack of 100
- Pouch laminating A4 80 micron
- Pack of 100

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### 6.32.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

### 6.33 Staple Remover

#### 6.33.1 Requirements

- Easy to use
- Claw style
- For standard staples
- Superior grip
- Steel jaw
- Chrome finish

#### 6.33.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

### 6.34 Sign Here flags

#### 6.34.1 Requirements

- 50 flags per dispenser
- 24.5 mm x 43.6 mm

#### 6.34.2 Packaging and Marking

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box



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### **6.35      Adhesive Tape**

#### **6.35.1      Requirements**

- Sealing of boxes & other packaging applications
- Tape adhesive buff 55 m x 48 mm
- Tape adhesive clear 55 m x 48 mm
- Tape adhesive clear 12 m x 66 mm
- Clear polypropylene
- Used for general office use

#### **6.35.2      Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

### **6.36      Memo Holder (paper)**

#### **6.36.1      Requirements**

- Cube size: 90 x 90 x 90 mm.

#### **6.36.2      Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box


### **6.37      Pen & Pencil holder**

#### **6.37.1      Requirements**

- Solid plastic moulded round- up organiser with 6 rounded recesses.
- Desktop Organiser Pen Holder - Black - 6 Cylinders

#### **6.37.2      Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

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## **6.38 Calculator**

### **6.38.1 Requirements**

- 12 Digit Big LCD Display 138 x 103 x 31 mm 3 Digit Comma
- 1 x SDS 270 Dual Power
- Mini Desktop 12 Digit Calculator

### **6.38.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

## **6.39 Note Pad**

### **6.39.1 Requirements**

- 76 mm x 76 mm, 65 sheets per pad
- 6 pads per pack Holds stronger & longer than any normal note
- Perfect for vertical & hard-to-stick surfaces
- Vibrant colours


### **6.39.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

## **6.40 Mouse Pad**

### **6.40.1 Requirements**

- 5 mm non-slip base; 230 mm x 185 mm
- Polyester fabric for good tracking
- Assorted colours
- Smooth & constant motion

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#### **6.40.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

#### **6.41 Quotation Folder**

##### **6.41.1 Requirements**

- Polypropylene
- Lightweight embossed PP
- Flexible spine with removable spine label
- Flexible 2 holes, 80 mm filing mechanism
- Up to 50 sheets filing capacity

##### **6.41.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box


#### **6.42 Pencil clutch**

##### **6.42.1 Requirements**

- Lead clutch pencil
- 2B 0.5 mm
- 12 per tube

##### **6.42.2 Packaging and Marking**

- The manufacturer's name on the box
- Description of contents
- Size as required
- The quantity must be displayed on the box

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## 7. Human Resource Requirements:

Bidder/s must attach copies of the CV's and IDs for each of the following personnel required, clearly indicating the relevant experience and position on the CV:

- One (1) Project/Office Manager
- One (1) Inventory/Stock Supervisor
- One (1) Office Administrator
- One (1) Licensed Driver (A valid copy of the South African Driver's License for the dedicated driver must be attached)


## 8. Usability and Ease of use:

All products must be usable and ergonomically acceptable to the hands-on users. The usability requirements cover the following properties:

- 8.1** The products shall be easily accessible with regards to opening the containers/packaging they are delivered in.
- 8.2** The products shall be consistent with the description as indicated in paragraph 6 and itemised as per The Pricing Schedule: Section 2
- 8.3** No product that has been damaged in transit shall be accepted upon delivery.

## 9. Project Duration:

The Gauteng Provincial Gauteng (GPG) seeks to advertise and appoint service providers for the supply and delivery of office stationery for a period of 36 (thirty-six) months from the date of commencement.

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## 10. Evaluation Methodology

### STAGED APPROACH WHICH WILL BE APPLIED IN THE EVALUATION OF BIDS

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


**Stage One** will be the evaluation of bids on **Administration Compliance, Desktop Evaluation and Site visit evaluation for Source of Supply**. During these stages the bidder/s that do not meet the minimum required threshold as per each stage of evaluation will be disqualified and will not be considered for further evaluation.

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

- Price = 80 points
- Preference = 20 points

### Stage 1A: Mandatory administrative documents

1. Submission of fully completed (where it is not applicable, please indicate N/A) and signed Standard Bidding Documents (SBD 01, SBD 04 and SBD 6.1)
2. Submission of a duly completed **Section 1** (where it is not applicable, please indicate N/A) and **Section 2: Price Schedule** (all product items must be quoted for)
3. In the case of a joint venture all tenderers must submit an agreement letter, signed by both companies.
4. The bidder must select only one corridor accordingly in the space allocated. Failure to select in the space allocated will result in disqualification of the bidder.
5. Submission of Company Registration Certificate (CIPC)

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6. Bidder/s sourcing products from another company must submit a valid letter of commitment from the Principal Company formalising the Distributor Agreement for supply including specific responsibilities and accountabilities between the two companies. (Letter must be signed by both parties and with source of supply letterhead)

**OR**


If the bidder is a source of supply (not sourcing products from another company), a confirmation letter stating that products will be distributed from own facility must be attached. (Letter must be signed by delegated authority with the company letterhead).

**Note: Bidders that do not comply with the above requirements will be disqualified and are regarded as non-responsive bids and will not be evaluated further.**

**Other Required Documents (Non-mandatory documents):**

The bidder must submit the following:


1. A valid Tax Compliance Status (TCS) pin issued by South African Revenue Service (SARS).
2. Valid BBBEE certificate or Sworn Affidavit. In the event of a JV/Consortium each party to the agreement must submit valid BBBEE certificate or Sworn Affidavit.
3. Independently reviewed and signed Annual Financial Statement for the last two financial years are required. In a case of a new or a dormant entity, a signed letter from the bidder's accountant/director must be submitted as evidence indicating such.
4. Company Profile.
5. Proof of Registration on National Treasury Central Supplier Database (CSD Report) /MAAA number (Bidders that are not registered, must register before the closing date)

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### Stage 1B: Desktop Evaluation


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

Item	Functional Area/Criteria	Allocation	Points
1	Transportation	<p>RC1 copy or valid signed letter of commitment:</p> <ul style="list-style-type: none"> <li>• If the bidder is sourcing transportation (covered bakkie/panel van), from another company, a letter of commitment from the Principal Company formalizing the transportation agreement for supply, (Letter must be signed by both parties) <b>(30)</b></li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• If the bidder has their own transport (covered bakkie/panel van) not leasing/hiring from another company, a confirmation of the vehicle registration registered in the business name or in a director's name stating that the transportation belongs to the company or director, must be attached. (Letter must be signed by delegated authority) <b>(30)</b></li> <li>• No RC1 copy or valid signed letter of commitment <b>(0)</b></li> </ul> <p>NB: Copy of a Certificate of Registration in respect of Motor Vehicle (RC1) as per National Road Traffic Act No. 64 of 2008 (as amended) or a letter of commitment on the letterhead of the issuer signed by both parties/lease agreement must be attached.</p> <p><b>Note: The vehicle used for transportation must be covered and insulated for dust to protect the items delivered. This must be indicated on the proposal, failure will result in the bidder receiving zero (0) points.</b></p>	30


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Item	Functional Area/Criteria	Allocation	Points
2	Inventory Management Plan	<p>Documented Inventory Management Plan <b>must detail</b> the following <b>(5)</b></p> <ul style="list-style-type: none"> <li>• Type of stock rotation system applied [5]</li> <li>• No documented Inventory Management Plan [0]</li> </ul> <p>Documented Distribution Plan <b>(10)</b></p> <ul style="list-style-type: none"> <li>• Receiving of orders [2]</li> <li>• Order acknowledgement [2]</li> <li>• Order preparation [2]</li> <li>• Order dispatch for delivery [2]</li> <li>• Order delivery documentation (delivery note/receipt)[2]</li> <li>• No documented distribution plan [0]</li> </ul> <p>Lead time from receipt of official Purchase Order <b>(10)</b></p> <ul style="list-style-type: none"> <li>• More than 5 working days [0]</li> <li>• 3 to 5 working days [3]</li> <li>• 2 working days [5]</li> <li>• 1 working day [10]</li> </ul>	25
3	Human Resource	<p>Personnel required <b>(15)</b></p> <p><b>Bidder/s must provide 4 (four) individual resources in order to split responsibilities.</b></p> <ul style="list-style-type: none"> <li>• One (1) Project/Office Manager [5]</li> <li>• One (1) Inventory/Stock Supervisor [4]</li> <li>• One (1) Office Administrator [3]</li> <li>• One (1) Licensed Driver [3]</li> <li>• No personnel in place [0]</li> </ul> <p>Bidder/s <b>must</b> attach copies of CV's and ID's for each personnel required above, clearly indicating the relevant experience and position on the CV in order to score relevant allocated points.</p> <p>A valid copy of the South African driver's license for the Licensed Driver must be attached.</p>	15



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Item	Functional Area/Criteria	Allocation	Points
4	Risk Management Plan	<p>Risk Management Plan associated with the project, must specify <b>how</b> the following areas will be addressed:</p> <ul style="list-style-type: none"> <li>• Stock Availability <b>(5)</b> <ul style="list-style-type: none"> <li>➤ Identify risk(s) impacting on stock availability [2]</li> <li>➤ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➤ Monitoring the risk(s) identified [1]</li> </ul> </li> <li>• Stock Replacement <b>(5)</b> <ul style="list-style-type: none"> <li>➤ Identify risk(s) impacting on stock replacement [2]</li> <li>➤ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➤ Monitoring the risk(s) identified [1]</li> </ul> </li> <li>• Stock Delivery Scheduling <b>(5)</b> <ul style="list-style-type: none"> <li>➤ Identify risk(s) impacting on stock delivery scheduling [2]</li> <li>➤ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➤ Monitoring the risk(s) identified [1]</li> </ul> </li> <li>• Obsolete Stock Items <b>(5)</b> <ul style="list-style-type: none"> <li>➤ Identify risk(s) of obsolete stock items [2]</li> <li>➤ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➤ Monitoring the risk(s) identified [1]</li> </ul> </li> <li>• Returns policy of stock items <b>(5)</b> <ul style="list-style-type: none"> <li>➤ Identify risk(s) impacting on returning of stock items [2]</li> <li>➤ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➤ Monitoring the risk(s) identified [1]</li> </ul> </li> </ul>	30

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Item	Functional Area/Criteria	Allocation	Points
		<ul style="list-style-type: none"> <li>• Conflict Resolution <b>(5)</b> <ul style="list-style-type: none"> <li>➢ Identify risk(s) impacting on conflict resolution [2]</li> <li>➢ Plans to mitigate and respond against the identified risk(s) [2]</li> <li>➢ Monitoring the risk(s) identified [1]</li> </ul> </li> <li>• No risk management plan outlining the above <b>(0)</b></li> </ul> <p><b>Note: A criteria not covered by the bidder will be allocated zero (0) point.</b></p>	
<b>TOTAL</b>			<b>100</b>

**NOTE: The minimum threshold for this stage is 75 points out of 100. Bidders scoring less than 75 points during this stage of evaluation will be disqualified and be regarded as non-responsive and will not be considered for further evaluation.**


#### Stage 1C: Source of Supply-Site Visit Evaluation

- A total of 40 points is allocated for stage 1C.
- The minimum threshold for this part of the evaluation is **30 points**, any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation.

<b>SOURCE OF SUPPLY (For quality of goods from the source of supply)</b>		
Criterion	Comments	Points
<b>Human resource management</b>	<p><b>Staff must be competent to do the work based on education, training.</b></p> <ul style="list-style-type: none"> <li>• No documented records of training in place <b>(0)</b></li> <li>• Yearly inhouse training schedule/plan <b>(2)</b></li> <li>• Certificates or assessment records/ attendance register (Certificates related to administrative work and inhouse training) <b>(3)</b></li> </ul>	<b>5</b>


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<p><b>Regulatory compliance</b></p>	<p><b>Valid documents - Failure to provide one of the below required, the bidder will not be awarded points for this section.</b></p> <ul style="list-style-type: none"> <li>• Documents (COIDA, UIF &amp; OHS) not in place <b>(0)</b></li> <li>• Documents (COIDA, UIF &amp; OHS) in place <b>(11)</b></li> </ul> <p><b>Note:</b> OHS compliance certificate with evidence (minutes)</p>	<p align="center"><b>11</b></p>
<p><b>Housekeeping</b></p>	<p><b>Organization must have Pest Control Programme in place [4]</b></p> <ul style="list-style-type: none"> <li>• No Pest Control programme in place <b>(0)</b></li> <li>• Documented Standard Operating Procedure <b>(2)</b></li> <li>• Registered Pest Control contractor &amp; COIDA certificate (all information must be available in the hard copy file <b>(1)</b>)</li> <li>• Valid certificates of pest controllers registered from GDARD, method of application &amp; frequency, Approved Pesticides and MSDS record available <b>(1)</b></li> </ul> <p><b>Organization must have Cleaning &amp; Sanitation Programme in Place [3]</b></p> <ul style="list-style-type: none"> <li>• No cleaning and sanitation programme in place <b>(0)</b></li> <li>• Documented Standard Operating Procedures / cleaning programme (method of cleaning, cleaning frequency, equipment used, chemicals used, Material Safety Data Sheets must all be documented <b>(2)</b>)</li> <li>• Daily / weekly cleaning checklist <b>(1)</b></li> </ul> <p><b>Warehouse (overall cleanliness) must be up to standard and acceptable [4]</b></p> <ul style="list-style-type: none"> <li>• Warehouse is kept in an untidy and unacceptable condition <b>(0)</b></li> <li>• Overall cleanliness of the warehouse with reference to the documented: <ul style="list-style-type: none"> <li>➢ Standard Operating Procedure (SOP) <b>(2)</b></li> <li>➢ cleaning programme and daily / weekly checklist <b>(2)</b></li> </ul> </li> </ul>	<p align="center"><b>11</b></p>

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<b>Packaging and labelling</b>	<b>All products are packaged &amp; labelled as per standards</b> <ul style="list-style-type: none"> <li>No packaging and labelling policy in place <b>(0)</b></li> <li>Packaging and labelling policy in place <b>(2)</b></li> <li>Description of name of the product, name and address of the Producer, special storage conditions, class designation, production date, weight and batch identification (clear labelling) <b>(2)</b></li> </ul>	<b>4</b>
<b>Stock control and monitoring</b>	<b>Is the stock well controlled and monitored systematically?</b> <ul style="list-style-type: none"> <li>No stock control information provided <b>(0)</b></li> <li>Availability of sample stock <b>(1)</b></li> <li>FIFO system or better /similar system <b>(2)</b></li> <li>Track orders and deliveries <b>(2)</b></li> </ul>	<b>5</b>
<b>Storage conditions</b>	<b>Proper storage conditions are adhered to</b> <ul style="list-style-type: none"> <li>No storage information provided <b>(0)</b></li> <li>All products stored on pallets and shelves and labelled <b>(4)</b></li> </ul>	<b>4</b>
<b>TOTAL POINTS: 40 MINIMUM THRESHOLD 30 POINTS (Bidders scoring less than 30 points during site visit (Source of Supply) will not be considered for further evaluation)</b>		

**NOTE: Documented proof of the above must be submitted by the source of supply upon request by the GPG.**

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## STAGE 2: PRICE AND PREFERENTIAL POINT SYSTEM

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be evaluated and adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders as per table below:


Area	Points (80 / 20)
Price	80
Preference	20
Total	100

A maximum of 20 points may be awarded to a tenderer for preference point system that will be claimed through the indicated specific goals, in terms of the requirements of the Preferential Procurement Policy Framework Act (Act 5 of 2000), the Preferential Procurement Regulations of 2022

SPECIFIC GOAL	DOCUMENTARY PROOF REQUIRED	POINTS
Enterprises located in township within Gauteng Province	Municipal Account Statement (not older than 6 months) / Valid Lease Agreement	(20)

**NOTE: Bidders must complete and sign SBD 6.1(Specific Goals), failure to submit completed and signed SBD 6.1 will lead to non-award of points.**

Municipal Account Statement (not older than 6 months) / Valid Lease Agreement with the company's name or Director's name.

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

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

Where

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


Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

## BRIEFING SESSION

- Bidders are encouraged to attend a highly recommended briefing session to address and clarify any concerns regarding these terms of reference prior to the closing date of this bid.
- Bidders note that the Briefing session is not compulsory however, it is highly recommended and bidders that did not attend the session will not be disqualified.
- The link for the briefing session is attached BELOW

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_Yzc5ODIyOWMtYjMxNS00YTcxLTg2ODEtMWMzNWQzOTA3M2Vi%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%2228eb51b3f-3783-4320-8474-4c5f40a9ee7f%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_Yzc5ODIyOWMtYjMxNS00YTcxLTg2ODEtMWMzNWQzOTA3M2Vi%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%2228eb51b3f-3783-4320-8474-4c5f40a9ee7f%22%7d)

 <p><b>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p align="center"><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p>	
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## 11. AWARD CONDITIONS

### 11.1 Criteria for breaking deadlock in scoring:

In the event that two or more tenderers score equal total points, the GPG may decide to award the contract to the tenderer that scored the highest preference points for specific goals, or if the price points and preference points on specific goals still equal, the contract may be awarded to the tenderer that scored the highest points for functionality. If the total points are still equal in all respect, then the award will be decided by the drawing of lots.


### 11.2 Award Phase:

#### 11.2.1 GPG reserves the right to:

1. Award this tender in full or part. For this tender, the province has been divided into ten (10) Corridors where the product items are required as and when needed.
2. Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any bid.
3. 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).
4. The Departments/ Entities are required to utilize the quantity unit of measure as stated in the various specification items to ensure that only order quantity aligned to the indicated measures are procured through the contract. The smaller volume quantity of order items that are less than a total value of R10 000 can be procured through the utilization of Purchasing-Card (P-Card) after following the necessary SCM process.

**11.2.2** The award of this tender may be subjected to price negotiation with the highest scoring bidder, utilizing market related prices as a benchmark. If the bidder does not agree to a market-related price, the second highest scoring bidder will be considered, if the second highest bidder does not agree to the market-related price, the third highest bidder will be approached for negotiations.




 <p><b>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p>	
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- 11.2.3** If there are no successful bidders in a specific Corridor, the GPG cannot follow the process set above ( if there are no third highest bidders in other Corridors) then the GPG may consider the third successful bidder from the other Corridors based on the highest price preferential points and specific goals requirements points.
- 11.2.4** Bids that only achieve the minimum qualifying score/percentage for functionality, shall be evaluated further in accordance with the 80/20 preference point system prescribed in the Preferential Procurement Regulations. The successful bidder(s) that are scoring the highest total points for each Corridor, shall be considered to be successful bidders and the negotiation process shall be used to reduce price disparities between Corridors.
- 11.2.5** Items and quantities required may vary per Corridor and are not guaranteed.
- 11.2.6** Items will be ordered as and when required by the user department.
- 11.2.7** GPT reserves a right to reallocate orders from suppliers who failed to honour their contractual obligations to suppliers who honoured their contractual obligations and were appointed under the same tender.

## **12. ENTITIES SPLIT PER CORRIDOR**

- 12.1** For this tender, the province has been divided into ten (10) corridors where the product items are required as and when needed.
- 12.2** A bidder must **ONLY** select one (1) Corridor by marking with an X or a tick accordingly in the space allocated. Failure to select in the space allocated will result in disqualification of the bidder.
- 12.3** **Should the bidder select more than one Corridor; the bidder will be regarded as non-responsive and will be disqualified (Select one Corridor).**



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**The respective institutions which fall into the Corridors are indicated below:**

Please tick One (1) relevant Corridor you prefer:

Bidder name	Corridor	Sub-corridor for entity split	Indicate with a mark (X)
	Gauteng Central Corridor	Gauteng Central Corridor 1	
		Gauteng Central Corridor 2	
		Gauteng Central Corridor 3	
		Gauteng Central Corridor 4	
	Gauteng East Corridor	Gauteng East Corridor 1	
		Gauteng East Corridor 2	
	Gauteng North Corridor	Gauteng North Corridor 1	
		Gauteng North Corridor 2	
	Gauteng South and West Corridor	Gauteng South and West Corridor 1	
		Gauteng South and West Corridor 2	

**If you do not indicate your preference on the table above, you will be eliminated.**

P/N Bidder's preference on the table above must be the same as Corridor below:

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**Bidder/s must select only one (1) Corridor accordingly on the space allocated below.**

**Gauteng Central Corridor 1** ☐

- Department of Sports, Arts, Culture & Recreation
- Office of the Premier
- Department of Education - Head Office
- Department of Infrastructure Development - Head Office
- Department of Education - Johannesburg Central
- Department of Social development- Head Office
- Department of e-Government

**Gauteng Central Corridor 2** ☐

- Gauteng Treasury
- Department of Economic Development - Head Office
- Department of Community Safety - Head Office
- Department of Agriculture & Rural Development - Head Office
- Department of Human Settlements - Head Office
- Department of Co-operative Governance and Traditional Affairs – Head Office
- Department of Roads & Transport - Head Office
- Department of Health- Head Office


 <p><b>GAUTENG PROVINCE</b> TREASURY REPUBLIC OF SOUTH AFRICA</p>	<p><b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b></p>	
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### Gauteng Central Corridor 3 ☐

- Ann Lat sky Nursing College
- Bheki Mlangeni District Hospital
- Tara The H Morass Centre
- Chris Hani Baragwanath Hospital
- Charlotte Maxine Johannesburg Academic Hospital
- Carletonville Forensic Pathology Services
- Chris Hani Baragwanath Nursing College
- Department of Education - Gauteng West
- Department of Education - Johannesburg East
- Department of Education - Johannesburg North
- Department of Education - Johannesburg South
- Department of Education - Johannesburg West
- Johannesburg Forensic Pathology Services

### Gauteng Central Corridor 4 ☐

- Department of Health - Corridor A
- Helen Joseph Hospital
- Oral & Dental Teaching Hospital
- Rahima Moosa Mother & Child Hospital
- Rahima Moosa Nursing College
- South Rand Hospital
- Desmond Tutu Child & Youth Care Centre
- Don Mattera Child and Youth Care Centre
- Walter Sisulu Child and Youth Care Centre
- Zanele Mbeki Frail Care Centre
- Social Development-Johannesburg Metro Corridor

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
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## Gauteng East Corridor

### Gauteng East Corridor 1 ☐

- Far East Rand Hospital
- Gauteng Emergency Medical Services
- Hooson Hospital
- Sizwe Tropical Disease Hospital
- Social Development- Ekurhuleni Corridor
- Igugulethu Child and Youth Care Centre
- Mary Moodley Child and Youth Care Centre
- Edenvale General Hospital

### Gauteng East corridor 2 ☐

- Germiston Hospital / Bertha Gxowa Hospital
- Department of Health – Ekurhuleni District
- Dunswart - Autonomous
- Department of Education - Ekurhuleni North
- Department of Education - Ekurhuleni South
- Department of Education - Gauteng East
- Natalspruit Hospital / Thelle Mogoerane Regional Hospital
- Tambo Memorial Hospital
- Tembisa Hospital

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## Gauteng North Corridor

### Gauteng North Corridor 1

- Cullinan Care & Rehab Centre
- Jubilee District Hospital
- Kalafong Hospital
- Koedoespoort Construction Fleet
- Lebone College of Emergency Care
- Pretoria West Hospital
- Department of Health - Corridor C
- Mamelodi Hospital
- Masakane Cookfreeze
- Medunsa Oral Hospital
- Department of Education - Gauteng North

### Gauteng North Corridor 2

- Odi District Hospital
- Ga-Rankuwa Nursing College
- Garankuwa Rearabilwe Child and Youth Care Centre
- Itireleng Residential Care Facility for The Blind
- Social Development – North Rand Corridor
- Pretoria Academic Hospital / Steve Biko Academic Hospital
- Tshwane District Hospital
- Tshwane Rehabilitation Centre
- Weskoppies Hospital
- Department of Education - Tshwane North
- Dr Fabian and Florence Ribeiro Treatment Centre
- Dr George Mukhari Hospital
- Department of Education - Tshwane South
- Department of Education - Tshwane West

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**Gauteng South and West Corridor 1**


- Department of Education - Sedibeng West
- Leratong Hospital
- Heidelberg Hospital
- Sebokeng Hospital
- Department of Health - Sedibeng District
- Sterkfontein Hospital
- Magalies Boarding Facility
- Kopanong Hospital

**Gauteng South and West Corridor 2**


- Department of Health - West Rand District Office
- Carletonville Forensic Pathology Services
- Carletonville Hospital
- Dr Yusuf Dadoo Hospital
- Busisiwe Modisakeng Child and Youth Care Centre
- JW Luckhoff Child and Youth Care Center
- Social Development – Sedibeng Corridor
- Social Development – West Rand Corridor



# 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. 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 submitted.
- 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 that 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.



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**GAUTENG ETHICS &  
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# INTEGRITY PACT FOR BUSINESSES





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## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

### **1. INTRODUCTION**

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

### **2. OBJECTIVES**

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

### **3. GOVERNANCE**

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

### **4. ENVIRONMENT**

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

### **5. PROTECTION OF INFORMATION**

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



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## 6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
  - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
  - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

<sup>1</sup> Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



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intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
<b>Toll-free number</b>	080 1111 633	0800 701 701
<b>SMS call-back</b>	49017	N/A
<b>E-mail</b>	<a href="mailto:gpethics@behonest.co.za">gpethics@behonest.co.za</a>	<a href="mailto:nach@psc.gov.za">nach@psc.gov.za</a>
<b>Fax</b>	086 726 1681	0800 204 965
<b>Website</b>	<a href="http://www.thehotline.co.za">www.thehotline.co.za</a>	<a href="http://www.publicservicecorruptionhotline.org.za">www.publicservicecorruptionhotline.org.za</a>
<b>Post</b>	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
<b>Walk-in</b>	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 <sup>th</sup> Floor 94 Pritchard Street Johannesburg



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
  - Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
  - Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

## 9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



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- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
  - 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
  - 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
  - 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

## **10. SANCTIONS FOR VIOLATION**

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
  - 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
  - 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
  - 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
  - 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
  - 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



**GAUTENG**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &  
ANTI CORRUPTION**

## 11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

## 12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

## 13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

### GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	



## Annexure B



**CONTRACT FOR SERVICES: (AS PER TERMS OF REFERENCE)**

**TENDER NUMBER:** \_\_\_\_\_

**BETWEEN**

**THE GAUTENG PROVINCIAL TREASURY**

**AND**

\_\_\_\_\_  
**REGISTRATION NUMBER:** \_\_\_\_\_

**WHEREBY IT IS AGREED AS FOLLOWS:**

Initials: \_\_\_\_\_ Department \_\_\_\_\_ Service Provider

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## 1. DEFINITIONS

In this Agreement, unless the contrary is clearly indicated -

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

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

Initials:                                                      
                    Department      Service Provider

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

## 2. ABBREVIATIONS

GPG – Gauteng Provincial Government

GPT – Gauteng Provincial Treasury

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                  Department      Service Provider

### 3. INTERPRETATION

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

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

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

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

#### **4. PREAMBLE**

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

#### **5. APPOINTMENT AND ACCEPTANCE**

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

#### **6. COMMENCEMENT AND DURATION**

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

#### **7. THE SERVICE**

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

7.2 The onus will rest on the Service Provider to keep sufficient records, documentation and information of such variations and changes.

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

- 7.3 Performance will be reviewed by the GPT during the Term of this Agreement.
- 7.4 Should performance be below the required standard, the contract will be terminated before the end of the agreed period by the GPT.

## **8. SERVICE PROVIDER UNDERTAKINGS AND WARRANTIES**

The Service Provider undertakes and warrants that:

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

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

## **9. GAUTENG TREASURY'S UNDERTAKINGS AND WARRANTIES**

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

## 10. CHARGES

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

## 11. INVOICE AND PAYMENT

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider



Name of Bank:

Branch Name:

Branch Code

Account Number:

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

## 12. PROJECT TEAM

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

- 12.2 The Project team will be agreed to by Parties.

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

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

## 13. PERFORMANCE MANAGEMENT

- 13.1 The rendering of the Services is subject to on-going monitoring and review as per clause 7.4.

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

Initials:                                                      
                    Department      Service Provider

## 14. DATA PROTECTION

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

14.2 The Service Provider hereby warrants:

14.2.1 in favour of the GPG that it and/or its employees appointed for the Services of this Agreement, shall at all times strictly comply with all applicable legislation and with all the provisions and requirements of any of the GPG's Data protection policies and procedures which may be in force from time to time;

14.2.2 and undertakes that it shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with, or in any other manner use the GPG's Data for any purpose other than with the express prior written consent of the GPT;

14.2.3 that it shall immediately inform the GPT should any Data of the GPG to which it has access to be compromised in any manner or form. The Service Provider further undertakes to also immediately inform the GPT as to how it will manage such compromise and what steps will be taken to rectify the situation to the satisfaction of the GPT;

14.2.4 that it shall ensure that all its systems and operation which it uses to provide the Services, including all systems on which data is copied, compiled, collated, processed, transmitted, stored, collected, altered or deleted, or otherwise used as part of providing the Services, shall at all times be of high standards required by law and be of a standard no less than the standards which are utilized by Service Provided for protection, control and use of its Data.

14.3 The GPT may at any time:

14.3.1 access the information the Service Provider has about the GPG and may request the Service Provider to correct or delete the information if it is inaccurate, irrelevant, excessive, out-of-date, incomplete, misleading, obtained unlawfully, or no longer authorized to be kept and may file a complaint with the Information Regulator about an alleged contravention of the protection of the GPG's information;

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

14.3.2 withdraw consent to allowing the Service Provider to process the GPG's Data, except as otherwise allowed, or required by law.

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

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

## 15. CONFIDENTIALITY

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

15.1 to treat as strictly confidential all Confidential Information;

15.2 not to use Confidential Information for any purpose other than the performance of its obligations in under this Agreement;

15.3 not to disclose Confidential Information to any person whomsoever other than its Staff and then only on a need-to-know basis;

15.4 to ensure that its Staff are made aware of the confidential nature of the Confidential Information prior to revealing any Confidential Information to any of its Staff;

15.5 to ensure that its Staff observe and comply with their obligations in respect of Confidential Information, whether or not they are still part of its Staff;

15.6 to use the same standard of care (which may not be less than a reasonable standard of care) in protecting the Confidential Information, as it uses to protect its own confidential information; and

15.7 to return to the Disclosing Party at any time upon request or upon termination or expiry of this Agreement, unless the Disclosing Party otherwise agrees in writing, all copies and partial copies of all Confidential Information (whether in paper or electronic format) which the Receiving Party may have obtained from the Disclosing Party as well as all notes (whether in paper or electronic format) which the Receiving Party may have prepared or may obtain as a result of the Confidential Information being made available to the Receiving Party.

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

## 16. AUDIT RIGHTS

- 16.1 This Agreement is subject to the provisions of the regulating framework.
- 16.2 The Department, acting through its duly authorised representatives (including without limitation, its external auditors) is entitled to inspect during business hours and at the premises of the Service Provider or such other premises where the Services are rendered from, all books, records, and supporting documentation related to the rendering of the Services and to the Service charges and to make copies of such books, records, and supporting documentation for audit purposes.
- 16.3 If the Department exercises its rights under this clause then it must do so at its own cost and on reasonable prior notice to the Service Provider.
- 16.4 The Department must disclose to the Service Provider any adverse findings pertaining to the Service Provider that emanates from the exercise of the Department's rights under this clause.

## 17. INTELLECTUAL PROPERTY

- 17.1 Any Intellectual Property rights that the Service Provider prepares, creates or authors for the Department under this Agreement in any media or format and whether that is done by the Service Provider alone or by the Service Provider in conjunction with any third party of the Service Provider or the Department, belongs exclusively and in totality to the Department and the Service Provider hereby cedes all right, title and interest in and to any such Intellectual Property rights to the Department. The Service Provider must ensure that any third party that the Service Provider may appoint in relation to the execution of its obligations under this Agreement agrees to the provisions of this clause.
- 17.2 Any Intellectual Property that belongs to a Party is the sole property of that Party and neither Party acquires any right, title or interest in the other Party's Intellectual Property.
- 17.3 Nothing contained in this Agreement restricts either Party to use any idea, concept, Know-How, or technique developed or learned by any Party during the course of the relationship between the Parties, which does not:
- 17.3.1 amount to a disclosure of Confidential Information in breach of this Agreement; or
  - 17.3.2 infringe the Intellectual Property rights of the other Party;

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

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

## 18. GENERAL INDEMNITY

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

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

## 19. LIMITATION OF LIABILITY

- 19.1 Limitation of the Service Provider's liability does not apply to –

- 19.1.1 Losses arising directly or indirectly out of or in connection with criminal conduct, negligence and/or misconduct on the part of the Service Provider;

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

19.1.2 any claim, demand, charge, action, cause of action, or other proceeding brought by a third person against the GPG based on the infringement of any Intellectual Property.

## 20. EVENTS OF DEFAULT

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

- 20.1 commits an act which is or would (if committed by a natural person) be an act of insolvency;
- 20.2 allows any judgment against it to remain unsatisfied for a period of 30 (thirty) days, unless it takes steps to rescind or appeal against such judgment within such 30 (thirty) day period (or, if it did not become aware of such judgment within such 30 (thirty) day period, then within 30 (thirty) days after the date on which it became aware of such judgment) and successfully prosecutes such rescission or appeal to a timeous conclusion but in any event within 45 (forty-five) days after the date on which it became aware of the judgment;
- 20.3 compromises or attempts to compromise or defer payment of any debt owing by it to its creditors generally or to any class of its creditors generally;
- 20.4 being a juristic person, is provisionally or finally liquidated, undergoes business rescue proceedings, has/d a change of ownership and/or BBBEE rating/status, are removed from the register of companies, placed under judicial management (whether provisionally or finally), takes any steps for its voluntary winding up, or undergoes a change of control;
- 20.5 disposes of all or a material portion of its assets or business or ceases (including, without limitation where there is a reasonable prospect of cessation) to conduct its business except to the extent that such disposal or cessation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;
- 20.6 encumbers or hypothecates in any manner whatsoever a material portion of its assets except to the extent that such encumbrance or hypothecation relates to a solvent and genuine restructuring of the Service Provider, without the prior written consent of Department;

Initials:                                                      
                     Department      Service Provider

- 20.7 has given any representation or warranty in terms of this Agreement and it proves to be incorrect in any material manner or respect whatsoever;
- 20.8 engages or is found to have engaged in any dishonest, corrupt or fraudulent practice in competing for or in the execution of its obligations under this Agreement;
- 20.9 contravenes provisions relating to the Service and/or quality thereof;
- 20.10 fails to render Services as agreed; and/or
- 20.11 contravenes the provisions of this Agreement pertaining to cession and assignment.

## **21. BREACH**

If a Party breaches this Agreement and fails to remedy such breach within 10 (ten) days of being given written notice requiring it to do so by the aggrieved Party, then the aggrieved Party is entitled, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to cancel this Agreement or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to the aggrieved Party's right to claim Losses.

## **22. PENALTY**

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

## **23. DISPUTE RESOLUTION AND ARBITRATION**

- 23.1 Should any difference or dispute, except breach of an obligation in terms of this contract arise at any time between the parties, duly authorized representatives of each Party shall meet within 14 (fourteen) working days, or such period as the parties may agree, from the date on which the dispute arose to resolve the dispute amicably.
- 23.2 The Parties will, pending resolution of the dispute, continue to fulfil all other obligations under this Agreement that are not in dispute.

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

- 23.3 If the dispute is incapable of amicable resolution then either Party shall be entitled to refer the dispute to the Arbitration Foundation of Southern Africa (AFSA) to be determined by arbitration in terms of Arbitration Act 42 of 1965, such arbitration shall be held in Johannesburg in the English language.
- 23.4 The appointment of the arbitrator shall be agreed upon between the Parties but failing agreement within 10 (ten) days either Party shall be entitled to request AFSA to make the appointment and, in making such appointment, to have regard to the nature of the dispute.
- 23.5 The arbitrator shall have the powers conferred upon an arbitrator under the Arbitration Act 42 of 1965 but shall not be obliged to follow the procedures prescribed in that Act. The decision of the arbitrator shall be final and binding on the Parties and may be made an order of a court of competent jurisdiction.

## **24. NON-SOLICITATION**

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

## **25. CESSION AND ASSIGNMENT**

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

## **26. PUBLICITY**

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



## 27. FORCE MAJEURE

27.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting Circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations under this Agreement, then this Agreement or the affected portion thereof is suspended for the period during which the Interrupting Circumstances prevail. If the Interrupting Circumstances prevail for a period of more than 10 (ten) days then the affected Party is entitled to cancel this Agreement on 5 (five) days' written notice to the other Party.

27.2 The Party relying on the Interrupting Circumstances (on whom the onus rests) must –

27.2.1 give notice specifying the nature and date of commencement of the Interrupting Circumstances to the other Party as soon as reasonably possible after the commencement thereof; and

27.2.2 give notice of the cessation of the Interrupting Circumstances within 2 (two) days after such cessation.

27.3 No Party is obliged to comply with obligations that are suspended during the period that the Interrupting Circumstances prevail.

27.4 The Party whose performance is interrupted by the Interrupting Circumstances is entitled to extend the Term by a period equal to the time that its performance is so interrupted, provided that such Party gives notice to that effect as provided above.

27.5 In this Agreement, *vis major* and *force majeure* -

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

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

## 28. DOMICILIA CITANDI ET EXECUTANDI

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

### 28.1.1 Department:

Physical: Imbumba House  
75 Fox Street  
Johannesburg

Postal: Private Bag X12  
Marshalltown  
2107

**For attention: The Head: Gauteng Provincial Treasury**

### 28.1.2 Service Provider:

Physical:

Postal:

**For attention:**

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

## 29. NOTICE

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

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

Initials: \_\_\_\_\_ Department \_\_\_\_\_ Service Provider

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

### 30. GOVERNING LAW

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

### 31. RELATIONSHIP OF THE PARTIES

The Parties' relationship is that of independent contracting Parties and is governed by this Agreement. Nothing in this Agreement is intended, nor may be interpreted or deemed to constitute any Party to be a partner, employee, agent or representative of the other Party. It is not the intention of the Parties to create, nor may this Agreement be construed to create any commercial or other partnership. No Party may act for or assume any obligation or responsibility on behalf of the other Party without the latter's prior written consent. No Party may hold itself out as a partner of the other Party.

### 32. SEVERABILITY

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

### 33. ASSURANCE THAT THIS AGREEMENT IS BINDING

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

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                    Department      Service Provider

**34. GENERAL**

- 34.1 This Agreement constitutes the whole agreement between the Parties.
- 34.2 No amendment, consensual cancellation of this Agreement or settlement of any dispute arising under this Agreement, is binding unless recorded in a written document that clearly specifies the intention to amend, cancel or settle and signed by a duly authorised representative of each Party.
- 34.3 No extension of time, waiver, relaxation, suspension of or discharge from any provision of this Agreement is binding unless recorded in a written document that clearly specifies the intention to extend, waive, relax, suspend or discharge and signed by the Party granting such extension, waiver, relaxation, suspension or discharge. Any extension, waiver, relaxation, suspension or discharge must be construed as relating strictly to the matter in respect whereof it was given.
- 34.4 An extension of time, waiver, relaxation or suspension of any provision of this Agreement does not operate as an estoppel against any Party in respect of its rights under this Agreement, nor does it operate so as to preclude such Party thereafter from exercising its rights strictly in accordance with this Agreement.
- 34.5 The Service Provider's Broad-based Black Economic Empowerment (BBBEE) status will be monitored on a bi-annual basis and should it be found to be unsatisfactory, the Service Provider must rectify its BBBEE status within a reasonable period, failing which this Agreement may be terminated.
- 34.6 Each Party must pay its own cost pertaining to the negotiation, drafting and execution of this Agreement.

Initials:      \_\_\_\_\_      \_\_\_\_\_  
                 Department      Service Provider

**SIGNED ON BEHALF OF EACH PARTY AS FOLLOWS:**

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

FOR AND BEHALF OF:

**THE SERVICE PROVIDER**\_\_\_\_\_  
(NAME AND SURNAME)\_\_\_\_\_  
(ID NUMBER)\_\_\_\_\_  
(DESIGNATION)\_\_\_\_\_  
(SIGNATURE)

SIGNED AT JOHANNESBURG, REPUBLIC OF SOUTH AFRICA ON

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

FOR AND BEHALF OF:

**THE DEPARTMENT**\_\_\_\_\_  
(NAME AND SURNAME)\_\_\_\_\_  
(PERSAL NUMBER)\_\_\_\_\_  
(DESIGNATION)\_\_\_\_\_  
(SIGNATURE)

Initials:

\_\_\_\_\_  
Department\_\_\_\_\_  
Service Provider

## **Annexure A**

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

### **NOTES**

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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



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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](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)