 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID		Page 1 of 4						
BID NUMBER										
BID DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?		Y		N		TERM DURATION				
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

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 (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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

POPI ACT

AGREEMENT AND CONSENT DECLARATION

YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE PERSON/ENTITY/BODY/INDIVIDUAL/COMPANY WHOSE IS PROVIDING INFORMATION AND HEREINAFTER COLLECTIVELY REFERRED TO AS THE “CLIENT”, DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION.

(“THE SERVICE PROVIDER/COMPANY”)

1. INTERPRETATION

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 “This Agreement” means the Agreement contained in this document;

1.1.2 “The Company/Service provider” means _____ and includes its affiliated, holding and subsidiary companies;

1.1.3 “Confidential information” includes, but is not limited to:

1.1.3.1 any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;

- 1.1.3.2** all internal control systems of the client and the company;
- 1.1.3.3** details of the financial structure and any other financial, operational information of the client and the company; and
- 1.1.3.4** any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.
- 1.1.4** “personal information” means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:
- 1.1.4.1** information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 1.1.4.2** information relating to the education or the medical, financial, criminal or employment history of the person;
- 1.1.4.3** any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

- 1.1.4.4 the biometric information of the person;
- 1.1.4.5 the personal opinions, views or preferences of the person;
- 1.1.4.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.1.4.7 the views or opinions of another individual about the person;
and
- 1.1.4.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.1.5 “the effective date” means the date of signature of this Agreement’;
- 1.1.6 “the parties” means the parties as described hereinabove;
- 1.1.7 “divulge” or “make use of” means to reveal, make known, disclose, divulge, make public, release, publicise, broadcast, communicate or correspond or any such other manners of divulging of any information.
- 1.1.8 **“processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

1.1.9 **POPI**” means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

WHEREAS IT IS AGREED THAT

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

The company (also called the service provider), all the parties to this agreement, the service provider’s employees and the client’s employees and any subsequent party/parties to this agreement acknowledge and confirm that

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.

- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.
- Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.
- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that “confidential information” shall also include inter alia and shall mean inter alia:

- (a) all information of any party which may or may not be marked “confidential,” “restricted,” “proprietary” or with a similar designation;
- (b) where applicable, any and all data and business information;
- (c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and
- (d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.

It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

**SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS
SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION
YOU MUST NOTIFY THE SERVICE PROVIDER IMMEDIATELY
FAILING WHICH IT WILL BE DEEMED THAT YOU ACCEPT AND
AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE**

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

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 "as specified" (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"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this 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											

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Compulsory Briefing Session	Page 1 of 1

COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

BID NUMBER			
BID DESCRIPTION			
CLOSING DATE		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

CUSTOMER DEPARTMENT								
CUSTOMER INSTITUTION								
BRIEFING SESSION	Y		N		DATE		TIME	
VENUE								

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)

--


CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME	
--------------------------	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

<p>END USER STAMP</p>

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	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?

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

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

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

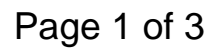
	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

- 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.

Signature		Date	
Position		Name of the Bidder	





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)	
TOTAL	

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

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

Company Name	Date Established
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	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 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Year 1						
Year 2						
Year 3						
Year 4						
Year 5						



GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT

TERMS OF REFERENCE

FOR THE SUPPLY, DELIVERY AND INSTALLATION OF OFFICE FURNITURE FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT's HEAD OFFICE (56 ELOFF STREET) AND ITS REGIONAL OFFICES.

1. INTRODUCTION

The purpose of this document is to present Terms of Reference (TOR) specifications that outline the tender requirements to appoint a service provider for the supply of furniture, delivery and installation for the department.

Service providers are hereby invited to submit proposals for the supply of furniture, delivery and installation at 56 Eloff Street Building, Johannesburg CBD and the three (3) Regional Offices namely, Ekurhuleni, Sedibeng and West Rand.

2. BACKGROUND

The department identified a need to procure furniture for its head office and 3 regional offices.

3. SCOPE OF WORK

The service provider is expected to supply, deliver and assemble the furniture to the following regions with the specified addresses. Should addresses change due to the procurement of new office facilities underway, the locations of the regions will remain unchanged and the new office addresses will be shared with the appointed service provider.



- 56 Eloff Street Umnotho House, Marshalltown Johannesburg
- Sedibeng Region, 36 Merriman Street, Vereeniging
- Ekurhuleni Region, 247 President Street, Germiston
- West Rand Region, 3521 Ralerata Street, Mohlakeng, Randfontein

The types of furniture in use by the department are portable, movable and fixed furniture items such as tables, chairs, desks, workstations, cabinets, table dividers, partitions, pieces or parts of modular furniture system in line with departmental furniture policy.


FURNITURE SPECIFICATION FOR DELIVERY AT 56 ELOFF STREET

NB: The picture in the table serves as only as example for practical guidance on product types, similar or equivalent products can be supplied but must comply with the specifications and type of material as indicated.

Table (1)


Quantity	Description	Dimensions	Pictures Serving only as Examples
06	High back chair in genuine black leather: <ul style="list-style-type: none"> ▪ swivel & tilt gas lift adjustment, ▪ five rotation wheels ▪ non flip up armrest. 	150kg	
24	Visitor chairs: <ul style="list-style-type: none"> ▪ seat in genuine black leather with chrome sleigh base. ▪ Backrest with black mesh material 	150kg	
06	Desk in mahogany veneer.	<ul style="list-style-type: none"> ▪ Desk: 2000 x2000 mm ▪ Desk high pedestals, 4 	

		<p>drawers, side extension 1200 x 600 mm</p> <ul style="list-style-type: none">Central Processing Unit (CPU) sliding door with integrated cocktail unit in mahogany veneer	
06	Lockable wall unit in mahogany veneer	2100mm x1500mm	

06	Round four-seater table in mahogany veneer	1200mm	
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**FURNITURE SPECIFICATION TO BE DELIVERED AT EKHURHULENI REGION : 247
PRESIDENT STREET GERMISTON**

Table(2)

Quantity	Description	Dimensions	Pictures Serving only as Examples
20	<p>High back ergonomic chair:</p> <ul style="list-style-type: none"> ▪ Seat made with genuine black leather material. ▪ Adjustable Headrest for neck support made with mesh material ▪ Curved backrest with built in lumbar support for posture, made with mesh material. ▪ Arm rest made with polypropylene material 	<ul style="list-style-type: none"> ▪ 50L x 50W x 92H (CM) ▪ Weight - 150kg 	


	<ul style="list-style-type: none"> ▪ Adjustable height ▪ rotatable wheels ▪ flip up arm rests 		
10	Office Desk	<ul style="list-style-type: none"> ▪ 600w single bench 1200(W) x 800(L) x 725(H) ▪ Global bench top 1400 x 750 x 22mm tabletop 	
10	Desk glass tinted partition (table divider).	<ul style="list-style-type: none"> ▪ 1600 mm x 500 mm x 4 mm ▪ Desk divider, 4mm thickness, 	



10	Lockable cabinets	<ul style="list-style-type: none"> ▪ Prime time Hinge Door cabinet ▪ 916 (W) x474 (D)x1500(H) 	
10	Lockable Drawers	<ul style="list-style-type: none"> ▪ Prime time desk with 3 drawers with handles ▪ 470(W) x 500(D) x700(H) 	
2	Lockable Credenza	<ul style="list-style-type: none"> ▪ Prime time credenza ▪ 1000(W) x 600(D) x725(H) 	

1	Oval Boardroom table- 10-seater.	<ul style="list-style-type: none"> ▪ 2400 x 1200mm ▪ Wire management 32 mm top thickness 	
10	Boardroom chairs sleek spartan mesh material with back support.	150kg	
02	Bulk filers.	<ul style="list-style-type: none"> ▪ Steel bulk file ▪ 3000mm(L) x 600mm (W) x 2250(H) 	

**FURNITURE SPECIFICATION TO BE DELIVERED AT SEDIBENG REGION : 36
MERRIMAN STREET, VEREENIGING**

Table(3)

Quantity	Description	Dimensions	Pictures Serving only as Examples
16	<p>High back ergonomic chair:</p> <ul style="list-style-type: none"> ▪ Seat made with genuine black leather material. ▪ Adjustable Headrest for neck support ▪ Curved backrest with built in lumbar support for posture, made with mesh material. ▪ Arm rest made with polypropylene material ▪ Adjustable height ▪ Rotatable wheels 	<ul style="list-style-type: none"> ▪ 50L x 50W x 92H (CM) ▪ Weight: 150kg 	


	<ul style="list-style-type: none"> flip up arm rests 		
6	Office desk	<ul style="list-style-type: none"> 600w single bench 1200(W) x 800(L) x 725(H) Global bench top 1400 x 750 x 22mm tabletop 	 <p>PT090ML - Left hand side PT010ML - Right hand side 1050 (L) x 1000 (W) x 725 (H) Net weight: 100kg</p>
8	Desk glass tinted partition (table divider).	<ul style="list-style-type: none"> 1600 mm x 500 mm x 4 mm Desk glass partition/ divider, 4mm thickness, 	



6	Lockable Cabinets	<ul style="list-style-type: none"> ▪ Prime time Hinge Door cabinet ▪ 916 (W) x 474 (D) x 1500(H) 	
6	Lockable Drawers	<ul style="list-style-type: none"> ▪ Prime time desk with 3 drawers with handles ▪ 470(W) x 500(D) x 700(H) 	
2	Lockable Credenza	<ul style="list-style-type: none"> ▪ Prime time credenza ▪ 1000(W) x 600(D) x 725(H) 	

1	Oval Boardroom table- 10-seater	<ul style="list-style-type: none"> 2400 x 1200mm Wire management 32 mm top thickness 	
10	Boardroom chairs sleek spartan mesh material with back support.	150kg	
02	Bulk filers	<ul style="list-style-type: none"> Steel bulk file 3000mm(L) x 600mm (W) x 2250(H) 	

**FURNITURE SPECIFICATION TO BE DELIVERED AT WESTRAND REGION : 3521
RALERATA STREET MOHLAKENG, RANDFONTEIN**

Table(4)

Quantity	Description	Dimensions	Pictures Serving only as Examples
19	<p>High back ergonomic chair:</p> <ul style="list-style-type: none"> ▪ Seat made with genuine black leather material. ▪ Adjustable Headrest for neck support ▪ Curved backrest with built in lumbar support for posture, made with mesh material. ▪ Arm rest made with polypropylene material ▪ Adjustable height ▪ Rotatable wheels ▪ flip up arm rests 	<ul style="list-style-type: none"> ▪ 50L x 50W x 92H (CM) ▪ Weight 150kg 	



9	Office Desk:	<ul style="list-style-type: none"> 600w single bench 1200(W) x 800(L) x 725(H) Global bench top 1400 x 750 x 22mm tabletop 	
12	Desk glass tinted partition (table divider).	<ul style="list-style-type: none"> 1600 mm x 500 mm x 4 mm Desk glass partition/ divider, 4mm thickness, 	




9	Lockable Cabinet.	<ul style="list-style-type: none"> ▪ Prime time Hinge Door cabinet ▪ 916 (W) x474 (D)x 1500(H) 	
9	Lockable Drawers.	<ul style="list-style-type: none"> ▪ Prime time desk with 3 drawers with handles ▪ 470(W) x 500(D) x700(H) 	
2	Lockable Credenza.	<ul style="list-style-type: none"> ▪ Prime time credenza ▪ 1000(W) x 600(D) x725(H) 	

1	Oval Boardroom table- 10-seater	<ul style="list-style-type: none"> 2400 x 1200mm Wire management 32 mm top thickness 	
10	Boardroom chairs sleek spartan mesh material with back support.	150kg	
02	Bulk filers	<ul style="list-style-type: none"> Steel bulk filers 3000mm(L)x 600mm (W) x 2250(H) 	

BOARDROOM FURNITURE SPECIFICATION TO BE DELIVERED AT 56 ELOFF STREET MARSHALLTOWN, JOHANNESBURG

Table(5)

Quantity	Description	Dimensions	Pictures Serving only as Examples
30	<p>Power Charging docks (double three pin plug and double twin plug) with pop up lid covers</p> <p>NB : Power charging docks to be installed in the 30 boardroom desks below.</p>	<ul style="list-style-type: none"> ▪ 2x 3pin plug slots ▪ 2x twin plug slots 	
30	Boardroom desks, steel modesty panels with wheels in mahogany	1400 x 600	

03	<p>Server unit</p> <ul style="list-style-type: none"> ▪ 4 solid doors ▪ 4 drawers center in mahogany 	2200w x 900h x 600	
01	Sever unit with 4 solid doors in mahogany colour	2000mm(W)x 900mm(H)x 600mm(D)	
04	Coffee table in solid wood mahogany colour	<ul style="list-style-type: none"> ▪ 1200mm x 600mm ▪ 6mm toughened glass top cut out 	

60	<p>high back ergonomic swivel chair</p> <ul style="list-style-type: none">▪ Seat made with genuine black leather material.▪ Back rest made with mesh material▪ Adjustable height▪ Rotatable wheels	150kg	
08	<p>Bar table with round top in stainless steel</p>	800 Diameter x 1100H	

32	Stainless steel cosmopolitan bar chairs	150kg	
04	<ul style="list-style-type: none"> Double seater couches in cotton fabric Dark Grey Colour 		

4. SPECIFICATIONS FOR FURNITURE MATERIAL

- Genuine Black Leather
- Polypropylene
- Black Mesh material
- Stainless steel
- Cotton Fabric material

TYPE OF WOOD:

- Oak Veneer
- Super wood

5. SPECIAL CONDITIONS OF CONTRACT

Bidders must ensure compliance to and adherence with the following:

- The supply, delivery and installation must commence at least eight (8) weeks after the tender is awarded, and the SLA signed.
- Failure to deliver within the mentioned timeframe may result in the termination of the contract
- A detailed project plan must be attached to the proposed methodology.
- Clear timelines to be reflected on the SLA that must be signed between GDED and the successful bidder.
- All goods supplied must adhere to SABS standards and the successful bidder must submit a certificate of compliance to ensure safety of the goods.
- All goods supplied must carry a twelve (12) months warranty.
- Should the bidder deliver alternative items not quoted for or items not complying with the requirements, the items will not be accepted by the department. Then the bidder will be required to redeliver the correct items at its own cost.
- Goods that are damaged in transit will not be accepted and the replacement cost will be for the bidder.
- The department reserves the right to withdraw any invitation to bid and or readvertise or to reject any bid or to accept part of it.
- The department reserves the right to negotiate price in relation to the market value.

6. BID EVALUATION

The staged approach will be applied in the evaluation of bids.

Stage 1: Evaluation of bids on Administrative Compliance and Functionality Evaluation.

Stage 2: Evaluation will be based on Preference Point System (including Price and Specific Goals) only.

Stage 1A: ADMINISTRATIVE COMPLIANCE

NO.	ADMINISTRATIVE REQUIREMENTS	COMPLIANCE
1	Submission of request for proposal (RFP) pack, with sections 1 and 2 with all the pages.	Provided and bound
2	The Standard Bidding Documents (SBD 1 and SBD 4) must be fully completed and signed by the Bidder.	Completed and signed
3	Bidders must quote on all items in the pricing schedule. Failure to comply will result in the bid being marked as non-responsive.	Completed and verified
4	In the case of a Joint Venture (JV) / Consortium a signed agreement must be submitted.	An agreement signed by all parties stating the joint venture structure with clear roles and responsibilities.
5	COMPULSORY BRIEFING SESSION	<p>The compulsory briefing session must be attended.</p> <p>The original briefing session certificate issued at the briefing session will be the only certificate acceptable and must be filled, signed and submitted.</p> <p>Note: Bidders that fail to attend the compulsory briefing will not be considered for further evaluation.</p>
4	A local content confirmation letter stating that the furniture that would be supplied would comply with local content minimum threshold for furniture.	Provided
5	Sample of the material and wood as per the requirement on the scope of work.	Provided

NOTE:

- ***Firm prices only.***
- ***Failure to comply with the requirements outlined above will result in disqualification.***
- ***Bidders must quote on all items in the pricing schedule. Failure to comply will result in the bid being marked as non-responsive***
- ***The department will verify information provided in the SBD forms, with CIPC Bizz Portal in terms of active directorship in other companies, and if the information is not the same as declared by the bidder, the bid will be regarded as non-responsive.***
- ***The department reserve the right to come and inspect the furniture during production.***

OTHER REQUIRED DOCUMENTS INCLUDING COMPANIES IN JV (NON-DISQUALIFYING)

NO	DOCUMENTS THAT MUST BE SUBMITTED	GUIDANCE
1.	Registration on Central Supplier Database (CSD)	The bidder must be registered as a Service Provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number (Submit proof of registration).
2.	Tax Compliance Status (Tax Pin) must be provided.	This information will be used to verify the tax compliance status of the Service Provider.
3.	Certified copies of the original Identity Documents of Directors or owners of the company by a Commissioner of Oath that are dated, stamped, signed and should not be more than 3 months old, for companies with more than 10 Directors at least 5 certified ID copies should be submitted.	This information will be used to verify the identity status of the Service Provider and Directors.
4.	Valid Companies and Intellectual Property Commission (CIPC) certificates.	Certificates obtainable from CIPC

5.	Valid B-BBEE Certificate issued by a South African National Accredited System (SANAS) accredited verification agency and/or a valid Sworn Affidavit.	
6.	In case of a JV/ consortium the following must be submitted	Proof of a valid consolidated B-BBEE Certificate, issued by a SANAS accredited verification agency and/or a valid Sworn Affidavit.
7.	Protection of Personal Information Act (POPI Act) Declaration Letter/Form	Fully completed and signed

NB! IN CASE WHERE REQUIRED NON-DISQUALIFYING DOCUMENTS ARE NOT SUBMITTED, ONLY THE SUCCESSFUL BIDDER WILL BE REQUESTED TO SUBMIT WITHIN 12 DAYS OF NOTICE BEFORE AWARD.

Stage 1 B: functionality Evaluation

Evaluation on functionality to respond to the four (4) criteria indicated in the table

Criteria	Points Allocation
REFERENCE LETTERS	20
<p><i>Bidders must demonstrate their track record in the supply, delivery and installation of office furniture.</i></p> <p>Reference letters must be submitted.</p> <p>Reference letters highlighting the same work i.e. the supply, delivery and installation of office furniture, which has been successfully concluded in the past 5 years.</p> <p>Reference letters must clearly specify the start and end date of the service rendered, must be drafted on an official letterhead of the company for which the work was done and must be signed and dated by the company that issued the letter.</p> <p>Reference letters should have contact details for verification. The preferred contact details are company email address and telephone number. No emails will be accepted as reference letters.</p> <p>The maximum points a bidder can score in this section is 20 points:</p> <ul style="list-style-type: none"> • Three (3) or more compliant reference letters = 20 points • Two (2) compliant reference letters = 15 points • One (1) compliant reference letter = 10 points • Non submission and non compliant reference letters = 0 points 	

PROJECT MANAGER EXPERIENCE	10
<p>The CV of the project manager to lead this project must be attached detailing the relevant experience of the project manager in the supply, delivery and installation of office furniture.</p> <p>Five (5) years or more experience = 10 points. Three (3) to less than five (5) years' experience = 5 points. One (1) to less than three (3) years' experience = 3 points. Zero (0) experience = 0 point.</p>	
PROJECT METHODOLOGY	50
<p>A detailed project methodology to cover the requirements below will carry 50 points.</p> <ol style="list-style-type: none"> 1. The service provider must include the following as part of the quality of the project plan; the requirements will carry 30 points. <ul style="list-style-type: none"> • Clearly defined project schedule = 15 points • Delivery schedule with clear timeframes = 10 points • Resources = 5 points • Non submission and submission of a project schedule that is not compliant with the above 3 requirements = 0 points 2. Samples of fabric / swatches as prescribed in the Terms of Reference / Specifications must be presented with the bid document. This will carry a maximum of 10 points <ul style="list-style-type: none"> • Correct samples/swatches provided = 10 points • Incorrect samples/swatches provided = 0 points • Non-submission = 0 points 3. A contingency plan must be provided outlining the mitigation strategy of the following risks: 10 points <ul style="list-style-type: none"> • Staff shortage = 3 points • Strike = 3 points • Disaster management = 4 points • Non-submission of the above = 0 points 	
PROVISION OF CUSTOMER COMPLAINTS PROCEDURE MANUAL	20
<p>Service providers to submit a customer complaints procedure manual produced on the company letterhead will carry 20 points.</p> <ul style="list-style-type: none"> • The manual must be produced on company letterhead containing email address and telephone number information. • The manual must indicate processes to be followed for lodging a query from inception to completion. • The manual must specify turnaround time for resolving queries inclusive of repairing and or replacement of furniture defects. 	

The manual that complies with all of the above requirements = 20 points The manual that complies with only two (2) of the above requirements = 10 points The manual that complies with only one(1) of the above requirements= 5 points The manual that does not comply with the all of the 3 requirements above and non submission = 0 points	
Threshold	70
Total Technical Evaluation Criteria	100

NB! ANY BIDDER THAT SCORES LESS THAN 70 POINTS DURING THE FUNCTIONALITY EVALUATION STAGE WILL NOT BE CONSIDERED FOR FURTHER EVALUATION.

Stage 2: PRICE AND PREFERENCE POINTS

The 80/20 Preference Point System will be used to evaluate bids, where 80 points will be allocated to Price, and 20 points will be used to advance designated groups in line with the approved Supply Chain Management Policy and Procedures. A maximum of 20 points will be awarded to a bidder who meets the following criteria:

CRITERIA	POINTS
A township-based enterprise	10
A tenderer which is at least 51% owned by Youth	10

Verification of Specific Goals

The following mandatory documents are required as proof of the above including the bidders in the case of a Joint Venture (JV):

Designated Groups	Mandatory Documents Required
A township-based enterprise	1) The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration. Company physical address on the CSD should be the current address must correspond with the municipal statement and/or the lease agreement.
	2) Proof of municipal statement (water and electricity) or signed Lease Agreement between the landlord and the service provider.
A tenderer which is at least 51% owned by Youth	3) A copy of a valid B-BBEE Certificate issued by a SANAS accredited verification agency or a Sworn Affidavit signed and dated by both the deponent and Commissioner of oath on the same date or a BBEE document issued by CIPC. A sworn Affidavit must be in original format, signed and date-stamped by commissioner of oath and signed by deponent.

	<p>http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</p> <p>http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</p> <p>4) Certified copies of IDs of owners of the company dated, stamped and signed by the Commissioner of Oaths and should not be more than 6 months old.</p> <p>5) Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972. Central Supplier Database Report</p> <p>6) In the case of qualifying EME/QSE, a valid and original Sworn Affidavit signed and dated by both the Deponent and Commissioner of Oath on the same date or a B-BBEE Certificate issued by CIPC.</p> <p>7) Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972. http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</p> <p>8) Joint ventures (JV) / Consortium, must provide a valid consolidated B-BBEE Certificate, issued by a SANAS accredited verification agency.</p> <p>http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf</p>
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NOTE:

Bidders that do not comply with the afore-mentioned requirements will forfeit preference points.

7. KEY EXPERTISE / SKILL / EXPERIENCE REQUIREMENT OF THE PROJECT RESOURCES

The responsibilities shall include, but not limited to:

- The overall implementation and quality assurance of the project.
- The regular liaison with the responsible manager of the Department.
- Ensuring that the project is implemented smoothly and that any challenges are addressed rapidly and effectively in consultation with the manager responsible of the Department; and
- Meeting with the manager responsible, as may be required to track and report on the progress of the project and highlight any issues, risks, changes and/or any deviation from the plan of action.

8. PROJECT DURATION

It is envisaged that this project will run over a period of three (3) months commencing from the date of award and SLA signing.

9. COMPULSORY BRIEFING SESSION

Bidders are required to attend the compulsory briefing session.

10. SECURITY SCREENING/ BACKGROUND CHECK

The successful bidder will be subjected to security screening or background check inclusive of their respective employees directly involved in this project. Therefore, it is required for the bidder to provide company documentation and Identity Documents, Curriculum Vitae (CVs) and any other documentation required of key members on the team, to the Department for security verification process.

11. INTELLECTUAL PROPERTY RIGHTS

Copyrights and all other intellectual property rights in any document, ideas, software, other information developed and / or written, pursuant to these Terms of Reference, or any other contract / sub-contract to which these Terms of Reference refers, shall vest jointly in the party originating them and / or the party /s directly / indirectly financing the development of the same.

All information generated, communication produced, and data acquired under the auspices of this project remains the intellectual property of the Department of Economic Development.

12. CONFIDENTIALITY

The service provider/s will be bound by the same clause of confidentiality and code of ethics as applicable to officials of the public service.

SUBMISSIONS OF BIDS

The submissions must be made in one envelope, containing the technical proposal and pricing schedule. The submissions must be clearly marked with the tender name and the tender number and hand delivered at:

Gauteng Department of Economic Development
56 Eloff Street
Umnotho House
Marshalltown
2107

NB: NO ELECTRONIC BIDS WILL BE ACCEPTED

Technical Enquiries:	Procurement Enquiries:
Lebogang Mothokwa Email: Lebogang.Mothokwa@gauteng.gov.za	Hlamalani Masetoni Email: Hlamalani.Masetoni@gauteng.gov.za



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.



INTEGRITY PACT FOR BUSINESSES

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.

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.8¹, 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 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:

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

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

- a) 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.
- b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
- c) 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:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.

- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 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 any one 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:

- 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.
- To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- To recover all sums already paid by the Gauteng Provincial Government.
- 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.
- To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

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 A**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010****NOTES**

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

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)