

 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 one Section (Section 1). This section must be submitted , clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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TENDER DOCUMENTS CAN BE OBTAINED FROM: <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	
FACSIMILE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Privacy Laws Compliance Clause

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

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

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "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	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



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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	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • 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.

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	POINT SYSTEM	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).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	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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BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	
--------------	--	---------------	--	------------------	--

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

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

Comments to include:

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

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

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

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES FOR A PERIOD OF 36 MONTHS	Page: 1 of 18

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Content

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

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

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES FOR A PERIOD OF 36 MONTHS		Page: 2 of 18
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ABBREVIATIONS

TABLE1

1. ADRA	Association of Debt Recovery Agents
2. B-BBEE	Broad-Based Black Economic Empowerment
3. CV	Curriculum Vitae
4. CFDC	Council for Debt Collectors
5. CSD	Central Supplier Database
6. CIPC	Companies and Intellectual Property Commission
7. COIDA	Compensation for Occupational Injuries and Diseases Act
8. DCA	Debt Collectors Act
9. EME	Exempted Micro Enterprise
10. EIS	Electronic Invoice System
11. FAISA	Financial Advisory and Intermediary Services Act
12. GPG	Gauteng Provincial Government
13. GPT	Gauteng Provincial Treasury
14. JV	Joint Venture
15. KPI	Key Performance Indicator
16. NQF	National Qualification Framework
17. NCA	National Credit Act
18. PPPFA	Preferential Procurement Policy Framework Act
19. PFMA	Public Finance Management Act
20. PIN	Personal Identification Number
21. POPIA	Protection of Personal Information Act
22. QSE	Qualifying Small Enterprise
23. SARS	South African Revenue Services
24. SAP	Systems Applications and Products
25. SCM	Supply Chain Management
26. SAQA	South African Qualifications Authority
27. SLA	Service Level Agreement
28. SAFCERT	South African Certification Council
29. TOR	Terms of Reference

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES FOR A PERIOD OF 36 MONTHS	
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DEFINITIONS

TABLE 2

1. “Black designated groups”	has the meaning assigned to it in the codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act
2. “Black people”	has the meaning assigned to it in section 1 of the Broad-Based Black Economic Empowerment Act
3. “Communication”	means the conveying of information regarding a debt directly or indirectly to any person through any medium.
4. “Consumer”	means any natural person obligated or allegedly obligated to pay any debt.
5. “Creditor”	means any person who offers or extends credit creating a debt or to whom a debt is owed, but such term does not include any person to the extent that he receives an assignment or transfer of a debt in default solely for the purpose of facilitating collection of such debt for another.
6. “Debt”	means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment
7. “Debt collector”	a) a person, other than an attorney or his or her employee or a party to a factoring arrangement, who for reward collects debts owed to another on the latter's behalf; b) a person who, other than a party to a factoring arrangement, in the course of his or her regular business, for reward takes over debts referred to in paragraph (a) in order to collect them for his or her own benefit; c) a person who, as an agent or employee of a person referred to in paragraph (a) or (b) or as an agent of an attorney, collects the debts on behalf of such person or attorney, excluding an employee whose duties are purely administrative, clerical or otherwise subservient to the actual occupation of debt collector;
8. “Day”	means any day of the week other than a Saturday, Sunday or public holiday
9. “Designated group” means	a) Black designated groups b) Black people c) Women d) People with disabilities; or e) Small enterprises, as defined in section 1 of the National Small Enterprise Act, 1996 (Act No. 102 of 1996)
10. “People with disabilities”	has the meaning assigned to it in section 1 of the Employment Act, 1998 (Act No.55 of 1998)
11. “Township”	means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for Black people, including areas developed for historically disadvantaged individuals post 27 April 1994
12. “Youth”	has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008)

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1. PROJECT BACKGROUND AND GOAL

1a. Project background

The Gauteng Provincial Government has identified a significant amount of unpaid debt in services and rates across various GPG Departments and Entities. The main difficulties encountered amongst others by the Departments and their Entities during the collection process included: untraceable clients, undelivered mail, client not taking ownership of the debt incurred, client failing to make payment within the promise to pay period, re-assigning of the debts to other service providers who are then failing to trace or contact the client.

A decision has therefore, been made to outsource the recovery function over these significant amounts owed to the Department and their Entities. To enhance revenue collection, improve service delivery, and ensure fiscal sustainability. Gauteng Provincial Treasury is then tasked with the responsibility of facilitating debt collection services on behalf of all Organs of State within GPG.

2. GOALS OF THE PROJECT

The purpose of this project is to establish a panel of professional debt collection service providers to assist GPG Departments and their Entities with the identification, tracing and collection of long outstanding debt owed or due or asserted to be owed to GPG Departments and Entities in accordance with relevant legislation and ethical standards for a period of thirty-six (36) months.

The panel of debt collection services will be responsible for recovering outstanding debts owed by individuals, businesses and other organs of state. The established panel will ensure uniformity and compliance with the DCA 114 of 1998, NCA 34 of 2005, PFMA 1 of 1999 and other legislative framework governing Provincial Government Departments and Entities.

In light of the above, the Government then hopes to decrease instances of non-compliance and financial mismanagement by working with debt collection service providers to enhance financial controls and establish an accountability culture. In addition to addressing the budget deficit, this initiative supports a larger strategy to improve revenue collection.

The introduction of debt collection panel will improve financial health, growth management, and governance ensure better cash flow and less financial burden to GPG Departments and Entities.

3. CUSTOMER AND STAKEHOLDERS

3a. Customer

Gauteng Provincial Treasury

3b. Stakeholders

- a) Gauteng Provincial Government Departments and Entities

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4. APPLICABLE STATUTORY ACTS AND REGULATIONS

Bidder/s should comply with all applicable laws, acts, and regulations as amended that are specifically applicable to the service offered. In this regard, special reference is, inter alia made to the following Acts which do not constitute an exhaustive list:

- a) Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- b) Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997) as amended
- c) Consumer Protection Act, 2008 (Act No. 68 of 2008)
- d) Consumer Affairs (Unfair Business Practices) Act, 1988 (Act 71 of 1988)
- e) Code of Conduct under section 14 of the Debt Collectors Act, 1998 (Act No. 114 of 1998)
- f) Debt Collectors Act, 1998 (Act No 114 of 1998)
- g) Financial Advisory and Intermediary Services Act, 2002 (Act No. 37 of 2002).
- h) Justices of the Peace and Commissioners of Oaths Act 1963 (Act No. 16 of 1963)
- i) Labour Relations Act, 1995 (Act No. 66 of 1995) as amended
- j) National Credit Act, 2005 (Act No. 34 of 2005)
- k) National Treasury Regulations
- l) Open Tender Framework of 2023
- m) Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
- n) Public Finance Management Act, 1999 (Act No. 1 of 1999)
- o) Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)
- p) Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)
- q) Protection of Personal Information Act, 2013 (Act No. 4 of 2013)
- r) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)
- s) Preferential Procurement Regulations, 2022
- t) Skills Development Act, 1988 (Act No. 97 of 1988)
- u) The Constitution of the Republic of South Africa, 1996)

5. PROJECT DURATION

The appointment of a panel of service providers to provide debt collection services to GPG Departments and their Entities is for a period of 36 months after the signing of an SLA.

6. SERVICE REQUIRED

- a) The appointed panel of service providers are expected to provide a comprehensive debt collection service for the GPG Departments and their Entities.
- b) Their services should go beyond basic recovery and take a targeted, strategic and legally solid approach.
- c) **The list below indicates various types of debts that the appointed Service Provider will be expected to recover at the time of need, the participating institution will communicate the type of debts when allocating the case to the service provider.**

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- d) **PLEASE NOTE THAT:** The list below does not constitute an **EXHAUSTIVE LIST** of the debt collection services that would be required by the participating GPG Departments and their Entities.

TABLE 3: TYPES OF DEBTS

TYPE OF DEBT	
1. Beneficiary Debt	• Social grants paid in error or fraudulently claimed • Overpayments made to beneficiaries who no longer qualify • Duplicate payments made due to system or administrative errors
2. Business Debt	• Unpaid invoices • Loans or credit
3. Grant and Funding Recoveries	• Funds are misused or not spent according to the agreement. • Financial reports are not submitted, violating funding conditions. • Projects are cancelled, and unspent funds must be returned. • Misused or unaccounted funds by individuals, organizations or municipalities receive funding for arts, sports or cultural projects and fail to use it as intended or cannot provide proper financial reports
4. Irregular or Wasteful Expenditure	• Payments made outside of procurement rules • Penalties, interest due to late payments
5. Supplier and Service Provider Debt	• Overpayments over failed delivery of goods/services • Breach of contract (penalties/damages)
6. Staff Debt (employees / ex-employees)	• Overpaid salaries or allowances • Travel or subsistence advances not accounted for or used improperly • Parking tickets • Leave without pay • Disciplinary-related recoveries, fraudulent, negligent activities
7. Student Debt	• Bursary fees (breach of contract debts) - Accommodation fees - Library fines and lost materials - Graduation fees
8. Sundry Debt	• Service providers owing institution • Unpaid school fees by parents or guardians • Corporate or government entities that have not paid for services or training
9. Patient Medical Bills and Hospital Bills	• Consultation fees • Hospital stays • Surgical procedures • Diagnostic tests • Emergency services • Medication dispensed by the facility
10. Rental and Asset Use	• Unpaid rental fees from department leasing out venues, facilities, equipment for events or exhibitions • Loss or damage to departmental property by individuals or organizations
11. Unspent funds	• Cancelled projects or not fully implemented
12. OTHER	• Specified as in when the need arises

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The successful bidder(s) will be required to fulfil the following essential deliverables in the performance of subsequent contracts:

6.1 Soft collection services

- a) Apply various tracing methods such as public records, credit bureaus, and exclusive databases to trace the debtor. Where subscription is required to access the debtors profile PROOF of SUBSCRIPTION will be requested.
- b) Physically visit premises for hard-to-reach individuals who may have changed contact details or are avoiding traditional communication and engage with debtors.
- c) Review, verify and validate the accuracy of debtor profile record and gather accurate contact information
- d) Provide debtor with clear, itemized debt information
- e) Negotiating payment arrangements with debtor, perform credit assessments to develop suitable payment plans based on their financial circumstances
- f) Communicating professionally and non-coercively to ensure that the debtor feel respected and understood to increase their willingness to settle debts.

6.2 Call centre services

- a) The service provider shall have an interactive software system for contacting debtors such as phone calls, sms, letter of reminder or emails to collect payments
- b) Call centre must operate with a commitment to compliance, transparency and client satisfaction
- c) Valid contract with telecommunication company. The service provider should have sufficient number of lines/channels/ available to effectively contact the debtor.
- d) Dedicated team of call centre agents specializing in contacting debtors to negotiate payment arrangements, resolve outstanding balances and provide support throughout the debt resolution process. Pursue payments on overdue accounts while adhering to CFDC code of conduct, which prohibits abusive or deceptive practices
- e) **The software system operated within the call centre should be able to:**
 - i. provide a weekly activity log of connected agents
 - ii. provide weekly record of recorded calls made to debtors and duration of the call
 - iii. verify outstanding balance on any account in respect of which a hand-over instruction has been issued
 - iv. record whether or not debtor has made any debt repayments or settlement arrangements
 - v. verify current debtors' personal details
 - vi. record hand-over actions taken
 - vii. record follow-ups and identification of defaults on negotiated agreements
 - viii. obtain such relevant account information as may be required in order to address account disputes and or enquiries

6.3 Hard collection services

If debts remain unpaid, collectors may initiate and manage a hard collection process for recovery of debt which can include:

- a) Providing specialized resources for legal recovery and dispute settlement
- b) Letter of demand
- c) issuing of summons to the defaulting debtor

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- d) obtaining of default judgment against the defaulting debtor
- e) obtain court order for attachment and sale in execution of immovable assets
- f) listing with credit bureau on defaulting
- g) defend and handle all legal matters arising from hand-over account

6.4 Received payments from debtors

- a) Ensure that all debt collected are paid into the **DESIGNATED BANK ACCOUNT** that will be provided by GPG Department and Entities.
- b) The successful bidders' software system should be able to integrate with government billing systems such as SAP to enable real-time data access.
- c) The Service Provide shall adhere to the DBA 114 of 1998, its Regulation regarding the debt that can be recovered

7. ADDITIONAL REQUIREMENTS

Service Provider shall ensure:

- a) effective, ethical, and long-term recovery of revenue.
- b) that they prioritize high-value and receivable debts, while developing distinct strategies for long-outstanding or contested debts.
- c) data protection and equitable treatment of debtors, particularly disadvantaged population.
- d) public trust by communicating professionally and non-coercively.
- e) comprehensive debt management tools for tracking and reporting are set-up.
- f) predictive analytics to forecast recovery opportunities and customize collection activities is implemented.
- g) they are able to establish defined KPI for collection tracking such as recovery rates, cost-efficiency, debtor satisfaction, complaints,
- h) dashboard monitoring to ensure regular oversight by the Department.
- i) billing accuracy, customer service, and proactive involvement to reduce future debt accumulation is improved.
- j) To grant a 30-day grace period prior to the accrual of interest, which will be levied in accordance with Treasury Regulations.

8. MONITORING, REPORTING and DOCUMENTATION

The Service Provider must provide monthly report:

- a) to the Department giving full details of the work undertaken and report must contain progress results of debt recovery thereof, remedial action required, and any other applicable information that may be required of work undertaken and produce such records and statistics when requested to do so by the Department.
- b) comprehensive record of all communications with the debtor, including phone calls, sms messages, emails, and formal notifications, along with the articulated purpose of each interaction.
- c) on letters of demand issued
- d) on acknowledgement of debt
- e) on payment plans negotiated and concluded
- f) on recommendations to write off

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- g) on billing and account queries and resolution status
- h) on flagged debtors sent for legal proceedings
- i) on any management reports required by the Department on an ad hoc basis.
- j) on a format determined by the official responsible for the project specific work or assignment agreed upon prior to commencement of work.

9. COMPLIANCE AND ETHICAL STANDARDS

The Service Provider will ensure that:

- a) relevant legislation, such as the National Credit Act and the Debt Collectors Act including Code of Conduct are complied with when rendering the services
- b) ethical standards and industry best practices in debt collection adhere to by the debt collector.
- c) abusive debt collection practices by debt collectors are eliminated
- d) debt collectors refrain from using abusive debt collection practices and to promote consistent State action to protect consumers against debt collection abuses.
- e) institute legal proceedings, whether civil or criminal, if there is no intention to carry out such a threat
- f) they cannot call outside of work hours- 8am to 5pm- unless they have been given authority to do so
- g) a debt collector may not call you at work if they have been told it is not allowed by your employer
- h) a debt collector may not contact your employer regarding your debt
- i) contact family or friends regarding your debt, unless to find out your contact information
- j) all actions taken are in compliance with applicable laws and regulations

10. COLLABORATION WITH GPG INSTITUTIONS

- a) To coordinate information sharing, the appointed panel of debt collectors will need to work closely with the relevant departments and the entities to align collection strategies until the end of the contract.
- b) Meetings and briefings attended as and when required to participate in discussions on the progress, developments and challenges encountered
- c) Communicate any information, finding or part with any knowledge gained during execution of this contract that may in future be beneficial to the Department.
- d) The service provider shall accept debt collection instructions on and as and when required
- e) The Department shall be entitled from time to time and at its discretion instruct the Service Provider to collect any debt and have sufficient details of the debt and relevant debtors to enable the collection of such debt
- f) The Successful Bidder shall within 24 hours after the receipt of instructions confirm receipt thereof to the representative of the Department.

11. QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

11.1 The Bidding Organization

- a) is expected to set a team of qualified debt collectors.
- b) shall consist of Accounts Manager, Call Centre Manager and a minimum of 5 Call Centre Agents.
- c) shall ensure that adequate staff with skills and qualifications, acceptable to the Council, will be readily available to perform these tasks.
- d) must apply its own resources in respect of offices, personnel, vehicles and equipment required to render the services.

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- e) must ensure that all debt collector agents are trained and competent to handle debt recovery conversations with professionalism, empathy, and respect. Employ effective communication techniques to engage debtors, understand their situations, and negotiate mutually agreeable payment solutions
- f) must also have evidence of current and/or previous relevant company experience for the past 5 years
- g) must be in a possession of **Registration Certificate with CFDC** to render the services. Proof of registration must be valid and readily available, and the Department will verify and confirm prior with CFDC on the validity of the registration. **NOTE: Only Debt Collectors with a valid registration will be appointed and allowed to collect outstanding debt.**

11.2 Debt Collection Accounts Manager

- a) NQF level 7 (Advanced Diplomas, bachelor's Degrees, Postgraduate Certificates) or higher Qualification in Finance/ Law/ Accounting/ Credit management/Business Management
- b) All qualifications must be SAQA accredited
- c) Registration as a Debt Collector in terms of DCA 114 of 1998
- d) Minimum of 3 years of experience in debt recovery services and/or in the administration of civil law matters within the debt collection environment
- e) Maintain communication skills, mastering negotiation and problem-solving skills to handle collections ethically and effectively

11.3 Call Centre Manager

- a) NQF level 6 (National Diploma, Advanced Certificates) or higher Qualification in Finance/ LAW/ Accounting/ Credit Management/ Business Management
- b) All qualifications must be SAQA accredited
- c) Registration as a Debt Collector in terms of DCA 114 of 1998
- d) Minimum of 3 years of experience in debt recovery services within the debt collection environment
- e) Maintain communication skills, mastering negotiation and problem-solving skills to handle collections ethically and effectively

11.4 Five (5) Call Centre Agents

- a) Minimum requirement is National Senior Certificate/ Senior Certificate (Matric/Grade 12) Qualification issued by UMALUSI or SAFCERT and accompanied by Call Centre Training Certificate/ Customer Service Training **OR** NQF level 6 (National Diploma or Advanced Certificate) or higher Qualification in any field of qualification.
- b) All qualifications must be SAQA accredited
- c) Minimum of 1 year of experience working in identification, tracing and collection within the debt collection environment.
- d) All call centre agents should demonstrate the ability to effective communication (verbal and written), active listening, empathy and emotional intelligence, problem-solving abilities, patience and resilience, conflict resolution skills.
- e) Clear knowledge and understanding of Code of Conduct in terms of DCA 114 of 1998.

NOTE

- i. **Bidders are required to attach all CV's, copies of qualifications, identity documents and valid work permits (in a case of foreign nationals) of the human resources that will be assigned for this contract. CV's and copies of valid educational qualification to be attached where required.**

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- ii. **All international qualifications must be accompanied by SAQA certificate of evaluation. Points will not be awarded for International Qualifications without SAQA certificate of evaluation**
- iii. **All key personnel as stated above will be evaluated individually**

12. PRICE SCHEDULE

Bidders are not required to submit any price quotations for this bid

13. GENERAL CONDITIONS

The general conditions of the contract are attached in section 1 of the tender document. These conditions are stipulated in this BID and they cannot be amended.

14. SPECIAL CONDITIONS

The bidder confirms that he/she has read, understood and accepted the special conditions of contract, which are attached as per annexure B on section one (1) of the tender document.

15. GPT ELECTRONIC INVOICE SUBMISSION AND TRACKING

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

The Departments will be applying a competitive bidding process within the panel to procure a suitable service provider. Therefore, all contractors appointed under the panel will be subjected to a procurement modality that uses a quotation system for each work instruction as required by government institutions.

16. AWARD CONDITIONS

GPT reserves the right to:

- a) Award to multiple service providers and the Department reserves the right to award the tender in part or full.
 - b) Should there be a need to replace a resource based on whom a debt collector service provider was appointed, it should be noted that the replacement will not be automatic i.e., provision of another resource by the service provider. GPT has a right to request a replacement resource with equivalent experience and expertise or better credentials.
 - c) Conduct reference checks and verification of qualifications to authenticate the submitted information.
 - d) Reserve the rights to negotiate with the enlisted members of the panel the service cost fee/rates at inception and/or anytime during the life of the contract to standardise them across the panel.
 - e) The submitted certificate of registration must be valid for the duration of the contract. In a case where the certificate of registration of a successful bidder has expired, the successful bidder will be required to furnish an updated certificate of registration within 14 days of the expiry of the certificate.
 - f) Registration Certificate with CFDC to render the services. Proof of registration must be valid and readily available, and the Department will verify and confirm prior with CFDC on the validity of the registration.
- NOTE: Only Debt Collectors with a valid registration will be appointed and allowed to collect outstanding debt.

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- g) **NB:** Once the panel is established and contracts are concluded, Requests for quotations will be issued amongst the approved panel of debt collector to compete on Price and Preference point system

17. COUNTRY OF ORIGIN

All services shall be rendered by South African companies that are registered with CIPC.

18. FEES

- Fees for services rendered will be payable in South African rand on a commission basis, aligned with industry standards and government procurement rules.
- No upfront fees shall be charged to the GPG Departments and Entities.
- Payments will be made upon verified recovery of funds based on the agreed commission.

19. CONFLICT OF INTEREST

- Potential debt collection service providers are required to divulge all potential threats to conflicts of interest, at the time of offer or as soon as any conflict becomes apparent during the debt collection service engagement (refer to SBD4).
- Potential service providers must understand the need to ensure effective corporate governance, not only for the integrity of GPG but also to protect GPG clients (**Integrity Pact for Businesses will be form part of the Tender Pack which must be read, understood and fully completed by the Bidding Company**)
- The service provider's compliance procedures must be integrated as part of risk management framework that aligns to Financial Services Provider. This is intended to promote transparency and provide a framework for the identification and management of conflicts of interest relating to potential service providers, including, specifically representatives and key individuals; to document the processes for the disclosure, approval and review of actual, potential and/or perceived conflicts of interest; and to set out the details required relating to a conflict of interest management policy.
- Furthermore, the Financial Advisory and Intermediary Services Act 37 of 2002 mandates this. Debt collection agencies are obligated to treat all debtor information as strictly confidential.
- Compliance with POPIA is mandatory and any observed non-compliance will result in termination and possible blacklisting.

20. DISPUTE RESOLUTION

Any disputes between the GPG and panel members shall be resolved through mediation and arbitration mechanisms as per government procurement policies.

21. BRIEFING SESSION

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

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22. EVALUATION METHODOLOGY

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

The first stage is the Administrative Compliance	Bidders that do not comply with the administrative compliance requirement shall be disqualified from further evaluation
The second stage is Desktop Evaluation	Bidders that fail to meet the minimum threshold for desktop evaluation shall be disqualified from further evaluation

STAGE 1: ADMINISTRATIVE COMPLIANCE

Mandatory Documents Required	Submitted YES/NO
1. Standard Bidding Documents (SBD 1) completed and signed	
2. Standard Bidding Documents (SBD 4) completed and signed	
3. POPIA Consent form must be completed and signed	
4. GPG Integrity Pact for Businesses completed and signed	
5. Valid Debt Collectors Certificate issued by Council for Debt Collectors (CFDC)	
NOTE: Bidder/s that fail to meet the required criteria stipulated under Administrative Compliance shall not be considered for further evaluation.	

Please note the rules around acceptance of copies:

Certification as a "true copy of the original", 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 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963. No copy of a "certified true copy of the original" will be accepted.

OTHER REQUIRED DOCUMENTS:

- a) Valid membership of Association of Debt Recovery Agents
- b) Valid copy of Letter of Good Standing for Compensation of Injury Diseases Act – COIDA (10-digit Pin for COIDA)
- c) **Tax Compliance Status (TCS) Pin code issued by the South Africa Revenue Services (SARS).**
 - i. Bidders must ensure compliance with their tax obligations.
 - ii. Application for tax compliance status (TCS) or PIN may also be made via e-filing through the website: www.sars.gov.za
 - iii. Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
 - iv. In bids where consortia, joint ventures and sub-contractors are involved, each party must submit a separate PIN.

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d) Central Supplier Database (CSD)

- i. It is a requirement that all suppliers/ services providers are registered on the National Treasury Central Supplier Database (CSD).
- ii. Bidders are therefore required to register as a supplier on the CSD before submitting a bid.
- iii. The CSD website can be accessed on the following link:
<http://ocpo.treasury.gov.za/Pages/default.aspx>
- iv. Bidders are therefore required to submit proof of their registration on the CSD or if not yet registered, provide proof of their application to be registered, with their bid.
- v. **No bid will be awarded or a contract concluded with a bidder who is not registered on the Central Supplier Database.**

e) Company and Intellectual Property Commission (CIPC) Certificate.

- i. Businesses that wish to transact with government and the formal sector, or that wish to access certain types of government support, are generally required to be registered with the CIPC.
- ii. Valid B-BBEE Certificate or Sworn Affidavit.
- iii. A Valid B-BBEE Certificate or Sworn Affidavit.
- iv. In case of a trust, consortium or joint venture, all bidders must submit a valid consolidated B-BBEE Status Level Verification Certificate issued by an agency accredited by SANAS or certified copies thereof.

f) Financial Statement

- i. Provide the latest independently reviewed financial statements with comparative years, alternatively if no audited annual financial statements are available, provide the latest management accounts with comparative years signed by the accountant.
- ii. Companies that are not required to be audited must provide a letter from the accountant attesting thereto.
- iii. Companies that are new or dormant are not required to submit audited financial statements. (Refer to SCM 06)

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STAGE 2: DESKTOP EVALUATION

- A total of **100 points** is allocated for stage 2
- The minimum threshold for this part of the evaluation is 60 points and any bidder who fails to meet this minimum requirement shall be deemed non-responsive and eliminated from any further evaluation

AREA	REQUIREMENTS	POINTS
1. PERSONNEL RESOURCES CAPACITY <u>(Qualifications and Experience in tracing, identification and collection of debt)</u> <u>(cv's submitted must clearly state the number of years in identification, tracing and collection of debt)</u>	QUALIFICATION AND EXPERIENCE OF KEY PERSONNEL (ACCOUNT MANAGER, CALL CENTRE MANAGER AND CALL CENTRE AGENTS) RESPONSIBLE FOR THE EXECUTION OF SERVICES IN IDENTIFICATION, TRACING AND COLLECTION OF DEBT 1. QUALIFICATION OF ACCOUNT MANAGER (Finance/ Law/ Accounting/ Credit Management/Business Management) [10] i. No submission of qualification and /or NQF level 7 or lower (0) ii. Submission of NQF level 7 or higher (10) 2. EXPERIENCE AS AN ACCOUNT MANAGER WITHIN THE DEBT COLLECTION ENVIRONMENT [10] i. No CV or less than 3 years of experience (0) ii. CV submitted with 3 years or more of experience (10) 3. QUALIFICATION OF CALL CENTRE MANAGER (Finance/ Law/ Accounting/ Credit Management / Business Management) [10] i. No submission of qualification and /or NQF level 6 or lower (0) ii. Submission of NQF level 6 or higher (10) 4. EXPERIENCE AS A CALL CENTRE MANAGER WITHIN THE DEBT COLLECTION ENVIRONMENT [10] i. No CV or less than 3 years of experience (0) ii. CV submitted with 3 years or more of experience (10) 5. QUALIFICATIONS FOR A TEAM OF FIVE (5) CALL CENTRE AGENTS (Matric with Call Centre Training/customer service or any NQF Level 6 or higher qualification) [10] i. No submission of qualifications for a team of Five (5) call centre agents (0) ii. Matric Certificate accredited by UMALUSI / SAFCERT accompanied by Call Centre Training Certificate / Customer Service Training certificate OR any NQF level 6 or higher qualification (10)	60

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES FOR A PERIOD OF 36 MONTHS		Page: 17 of 18
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	6. EXPERIENCE OF EACH CALL CENTRE AGENT WITHIN THE DEBT COLLECTION ENVIRONMENT) [10] i. No CVs submitted to establish experience for a team of Five (5) call centre agents (0) ii. CVs for Five (5) call centre agents EACH demonstrating 1 year of experience and above in identification, tracing and collection of debt. (10)	
2. APPROACH AND METHODOLOGY	DETAILED OUTLINE OF SOFT AND HARD COLLECTION PROCESS i. No outline of soft process attached (0) ii. Soft process outlined [10] - o Phone calls (2) - o SMS (2) - o Emails (2) - o Written communication (2) - o Acknowledgement (2) i. No outline of hard process attached (0) ii. Hard process outlined [10] - o Demand letter (2) - o Summons (4) - o Judgement (4)	20
3. COMPANY REFERENCES IN DEBT COLLECTION SERVICES <u>(Demonstrate the company experience in debt collection services within the last 5 years.</u> <u>Submit a copy of signed reference letters on a client letterhead that include verifiable contact details</u>	REFERENCE DEMONSTRATING EXPERIENCE IN DEBT COLLECTION ENVIRONMENT i. None or less than 3 completed reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order that gives instruction for debt collection services (0) ii. 3 completed reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order that gives instruction for debt collection services (5) iii. 4 completed reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order that gives instruction for debt collection services (8) iv. 5 or more completed reference letters that are accompanied by either the signed contracts agreement or appointment letter or award letters or purchase order that gives instruction for debt collection services (10)	10

 GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT TERMS OF REFERENCE FOR A PANEL OF SERVICE PROVIDERS TO RENDER DEBT COLLECTION SERVICES TO GAUTENG PROVINCIAL GOVERNMENT DEPARTMENTS AND ENTITIES FOR A PERIOD OF 36 MONTHS		Page: 18 of 18
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	NOTE: The contactable references shall include: • Letter should have a logo and signed by the authorities or executive/decision maker person in the company • Name of the Institution • The responsible manager and position occupied • Contact telephone number and email address • Description of work performed and period of the engagement	
4. SIZE OF THE DEBT BOOK	Total Debt book value of more than R100million and above should be provided (<i>SUMMARY OF THEIR SUCCESS RATE</i>) i. No proof of managing Debt Book (0) ii. Total Debt book value of LESS THAN R100m (4) iii. 1 Total Debt book value of more than R100m but less than R150m (6) iv. 2 Total Debt book value of more than R150m but less than R200m (8) v. 3 Total Debt book value of more than R200m and above provided (10)	10
TOTAL POINTS		100
MINIMUM THRESHOLD		60

NOTES APPLICABLE TO DESKTOP EVALUATION

- NO POINTS WILL BE AWARDED TO ANY BIDDER SUBMITTING A TEAM OF LESS THAN 5 CALL CENTRE AGENTS
- POINTS SHALL SOLELY BE AWARDED BASED ON QUALIFICATIONS AND EXPERIENCE IN LINE WITH THE REQUIREMENTS OF THESE TERMS OF REFERENCE
- QUALIFICATIONS AND ANY OTHER CERTIFICATES FOR THE QUALIFYING BIDDERS WILL BE SUBJECTED TO VERIFICATION



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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



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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.



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6. REPUTATION

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

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.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

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



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

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

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
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.



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

10. SANCTIONS FOR VIOLATION

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



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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.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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15. Warranty
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25. Force Majeure
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

- 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)