

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

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

INVITATION TO BID
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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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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)			



CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.

By signing this form, you consent to your personal information being processed by the Gauteng Department of Education. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: _____

Residential/Postal or Business Address: _____

Contact number (s): _____

Email address: _____

1. In the furtherance of the Gauteng Department of Education (**The Department**) 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 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 _____ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.
5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.
6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.
7. I declare that my personal/the Company's 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.
8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company's personal information/data.
9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.
10. With my signature below, I 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.

Signed at on this day of20.....

Name of designated person

Signature

.....

.....



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).

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h2>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h2>	
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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " as specified " (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ol style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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<h2 style="margin: 0;">POINT SYSTEM</h2>	<p>Page 1 of 1</p>

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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	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.

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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- 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 ANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature		Date	
Position		Name of the Bidder	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
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STAGE 2

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

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	
1.	
	POINTS ALLOCATED
2.	
	POINTS ALLOCATED
3.	
	POINTS ALLOCATED
4.	
	POINTS ALLOCATED
5.	
	POINTS ALLOCATED

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

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<p>EVALUATION METHODOLOGY PROCESS</p>	<p>Page 3 of 3</p>

BIDDERS JOB CREATION ANALYSIS

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

	Permanent	Temp	SA Citizens	Other	Comments
X					
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

EDUCATION
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

Disclaimer

The GDE has produced this document in good faith. The GDE, its agents, and its employees and associates do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith.

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

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INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

1. BACKGROUND

Gauteng Department of Education (GDE) is a public-sector department responsible for providing quality education services within the Gauteng Province of South Africa. In doing so we are required to ensure that all disposal of documentation/files and records are stored accordingly. Currently Gauteng Department of Education (GDE) has approximately 26500 boxes of closed and inactive files which require storage in accordance with the National Archives Act 43 of 1996 and space allocated is 1500 m² (square metres). These files cannot be kept in the GDE premises due to compliance requirement of the Act. The storage of documents should accommodate GDE institutions (Head Office) and District offices. The 15 Districts are currently keeping the records of their offices and public schools in Gauteng. This number of documents is expected to increase due to the number of inactive records that are still sorted and listed by Districts and Head Office Directorates. The GDE requires space/warehouse storage around Gauteng Province. The Department is intending to utilize the option of digitization of e-documents which may reduce the amount of storage space required by the GDE in the future.

2. LEGAL FRAMEWORK

The following legislative framework will be applicable but not limited to the following:

- a. Broad-Based Black Economic Empowerment Act No.53 of 2003, as amended;
- b. Disaster Management Act No.97 of 2002, as amended.
- c. Electronic communications Act No.36 of 2005, as amended;
- d. Electronic Communications and Transactions Act No.25 of 2002, as amended;
- e. Gauteng Schools Education Act No.6 of 1995, as amended;
- f. The Constitution of the Republic of South Africa Act No.108 of 1996, as amended;
- g. The South African Schools Act No.84 of 1996, as amended;
- h. The South African Consumer Protection Act No.68 of 2008, as amended;
- i. National Archives Act No.43 of 1996, as amended;
- j. National Environmental Management Act No.59 of 2008, as amended;
- k. Occupational Health and Safety Amendment Act No.181 of 1993, as amended;
- l. Public Finance Management Act No.1 of 1999, as amended;
- m. Preferential Procurement Regulations of 2022;
- n. Preferential Procurement Policy Framework Act No.5 of 2000, as amended;
- o. Public Service Act, 1994 Proclamation No.103 of 1994, as amended;

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- p. Promotion of Access to Information Act No.2 of 2000, as amended;
- q. Protection of Administrative Justice Act No.3 of 2000, as amended;
- r. Protection of Personal Information Act No.4 of 2013, as amended;
- s. Protection of Information Act No.84 of 1982, as amended;

3. PROJECT BRIEF

The appointed service provider will be required to provide services of collecting, retrieving, storing, scanning, and using documents Electronic System (DES) as well as a file plan in line with the requirements of the National Archives Acts 43 of 1996. Provide storage or repository for approximately 26500 boxes of inactive files and have capacity to dispose documents and records in line with the National Archives Act 43 of 1996 and space allocated is 1500 square metres. There is a possibility of the boxes and lids being damaged, which may require the supplier to replace them. However, before the project begins, our officials will inspect them for any damages so that we know approximately how many need to be replaced. The service provider should have capacity to manage uploading and retrieving of documents through a software application and safe keep GDE closed files using Documents Electronic System. This will serve as a way of managing documents and as well as to back-up all departmental documents. The contract is for the fixed period of three (3) years.

4. SCOPE OF WORK

The appointed Service Provider will be required to provide the following services:

4.1 Collection of Boxes

- a. The service provider will be expected to ensure that the collection and retrieval of files is done on time (within 2-3 days) on request by GDE. The boxes of files will be collected weekly on request from the department. Electronic retrieval of documents will be used by the service provider.
- b. Collect and relocate approximately 38 000 boxes of files from the previous service provider to the new premises in Gauteng Province within a period of two (2) months after the receiving of the appointment letter.
- c. The current service provider's storage is in Selby Johannesburg.

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- d. Collect the boxes of files on request from the GDE sites in Gauteng as per table 1 on page 9 of 27.
- e. The service providers will be expected to collect approximately 200 boxes from each GDE site to their storage twice a year and on request.
- f. The collection of documents will be ongoing over the duration of the contract.

4.2 Storage of records

- a. All storage must comply with all applicable legislative frameworks as amended.
- b. Have a warehouse/storage repository within Gauteng Province.
- c. Proof of ownership for an adequate and satisfactory warehouse/storage / lease agreement if out-sourcing for warehouse/storage / letter of intent to lease the warehouse/storage.
- d. Have steel shelves in the storage facility.
- e. Storage of documents should in all aspects comply with Archives Act 43 of 1996
- f. Supply storage carton Boxes and lids (box size 430X325X250mm and Lid for box NL2 size 430X325mm) as and when required: Bidders must provide price per each of these items.
- g. Replace damaged boxes, lids, and Label them accordingly for easy storage, scanning and retrieval.
- h. The service provider must ensure a minimum of two roadworthy 2-ton vehicles. (copies of proof of vehicles registration in the name of bidder/director of the company). For leased vehicles provide proof of valid lease agreement signed by both parties / letter of intent to lease signed by both parties,
- i. The service provider must be available to migrate the boxes of records from the current service provider to the new storage facility.
- j. The storage facility should have a Documents Electronic System (DES) that will allow for ease of storage and retrieval of documents when needed.
- k. All boxes of files/records are to be stored in a well-clean, pest free and properly ventilated warehouse.
- l. Each warehouse should be equipped with proper equipment/tools to safely move the boxes of files/records.
- m. There must be dedicated areas for storing and distribution of boxes of files/records.

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4.3 Disposal of Documents

- a. The service provider will be requested to permanently retrieve the boxes of files for sorting by Gauteng Department of Education.
- b. Disposal of records and files that have reached the retention period will be done by Gauteng Department of education.

4.4 Packaging of boxes of files/records

- a. All handling and packaging must comply with all applicable legislative frameworks as amended.
- b. Packaging and labelling of all boxes must adhere to the provisions prescribed in the national archive and protection of personal information legislation.
- c. The department will provide a list of items that must be archived by the service provider.

4.5 Warehousing requirements

- a. All requirements for premises files/records must comply with all applicable legislative frameworks as amended.
- b. There must be electric and physical security at the warehouse premises, which as a minimum requirement shall include the following:
 - i. CCTV cameras,
 - ii. 24 - hour physical security
 - iii. Alarm system,
 - iv. Fencing,
 - v. CO2 fire extinguishers,
 - vi. Electronic forklift:
 1. Forklift must be safe for work and fit for the intended purpose.
 2. Forklift must be able to gain access to designated areas in a safe and proper manner.
 3. Only trained drivers will be allowed to drive the forklift/s.
 4. Forklifts will be parked in a safe demarcated area, a safe distance away from the boxes of files/records.

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5. Additional batteries shall be kept available for the contingent operation of the machinery.
- c. Warehouse facility should be within Gauteng Province. The floor storage space must exclude all other amenities (office, toilets, kitchen, parking and etc.) in the same property.
- d. Proof of ownership for an adequate and satisfactory warehouse/storage repository within Gauteng Province/lease agreement signed by both parties if out-sourcing for warehouse/letter of intent to lease the warehouse signed by both parties will be verified upon awarding of the contract.
- e. Provide floor plan with clear demarcation for walkaways, machinery operation, packaging and storage of boxes of files/records.
- f. Clear outlined systems/procedures to receive, store and dispatch of the boxes of files/records.

4.6 Transportation requirements

- a. All items are to be transported under hygienically acceptable conditions and must comply with all applicable frameworks.
- b. Service provider/s are required to use vehicles that are roadworthy and have a valid license.
- c. The GDE will reserve the right to inspect the vehicles to ensure the type of vehicle is appropriate for delivery of boxes of files/records.
- d. All drivers must be in possession of a valid South African driver's license for the duration of the contract period.
- e. The service provider will be responsible to take out and maintain appropriate insurance to cover the risk of loss, damage of boxes in the warehouse and in transit, adequate vehicle insurance and/or accident cover and comprehensive third-party liability insurance at the time of the award.
- f. Minimum of two (2) drivers with valid South African drivers licenses.
- g. Minimum of two trucks of 2- tons required.

4.7 Human Resources

- a. The service provider must ensure that they have Project Manager and records management personnel who will be dedicated for this project.

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- b. Developing a detailed project plan and communicating with GDE.
- c. Project Manager will be responsible for managing the project and risks.
- d. One Project Manager personnel with a minimum of NQF L5 certificate in Project Management.
- e. Provide a Project Manager with a minimum of four (4) years' experience in project management.
- f. Five (5) Record Management personnel with NQF L4 Certificate in records management.
- g. Provide records management personnel with minimum of four (4) years' experience in record Management and document archiving.
- h. Record Management personnel will be responsible for capturing and retrieving of documents.

4.8 Risk Management and security of Documents

- a. The service provider must ensure that the general security of documents is in place, this must include the following:
 - i. CCTV
 - ii. 24-hour physical security
 - iii. Cameras
 - iv. Alarm system
 - v. Fencing
 - vi. Secure loading and unloading
- b. Protection in case of fire, in light and water damage in accordance with relevant legislation:
 - i. CO2 fire extinguisher
 - ii. Painted windows
 - iii. Fire detectors
- c. A disaster and risk prevention plan for the prevention of fire, water and pest infestation damage must be in place. Measures to prevent light damage on documents must be taken.
 - i. Access Control- Electronic gate systems and Keypads

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- ii. Monitored vault entry system
- d. Disaster/ Risk Prevention Plan
 - i. Fire detection system
 - ii. Fire suppression/extinguishing system
 - iii. Pest Control system
 - iv. CO2 Fire extinguisher
- e. General Condition of the Facility
 - i. Facility within Gauteng province
 - ii. Plan for prevention of water damage
 - iii. Plan for prevention of light damage
 - iv. Facility fitted with metal shelving

4.9 Departmental sites

Only one Service provider will be appointed for all GDE sites.

The six (6) Head Office buildings:

Table 1

<p>17 Simmonds Street Johannesburg Marshalltown 2001 Private Bag X7710, Johannesburg, 2001</p>	<p>55 Fox Street Johannesburg Marshalltown 2001 Private Bag X7710, Johannesburg, 2001</p>
<p>26 Loveday Street Johannesburg Marshalltown 2001 Private Bag X7710, Johannesburg, 2001</p>	<p>30 Loveday Street Johannesburg Marshalltown 2001 Private Bag X7710, Johannesburg, 2001</p>
<p>Corner East and Montagu Street Boksburg</p>	<p>Corner Juta and Harris Streets Braamfontein Johannesburg 2000</p>

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The fifteen (15) District Offices:

Table 2

<p>DISTRICT EKURHULENI NORTH [EN]: Physical Address: 78 Howard Avenue, Munpen Building, Benoni Private Bag X059 Benoni, 1500</p>	<p>DISTRICT EKURHULENI SOUTH [ES]: Physical Address: Infinity Office Park, 2 Robin Close, Alberton Meyersdal, 1450 Private Bag X8001</p>
<p>DISTRICT GAUTENG EAST [GE]: Physical Address: Telkom building, 5th Avenue Mall, Springs Private Bag X09 Springs, 1560</p>	<p>DISTRICT GAUTENG NORTH [GN]: Physical Address: Yorkcor Park Building, 86 Watermeyer Street, Val De Grace, Pretoria Private Bag X75 Pretoria 0001</p>
<p>DISTRICT GAUTENG WEST [GW]: Physical Address: Cnr. Boshoff & Human Street, Krugersdorp Private Bag X2020 Krugersdorp 1740</p>	<p>DISTRICT JOHANNESBURG CENTRAL [JC]: Physical Address: Cnr Morola & Chris Hani Road, Soweto College, Pimville P.O. Box 900064 Bertsham 2013</p>
<p>DISTRICT JOHANNESBURG EAST [JE]: Physical Address: 142/144, Fourth & Elizabeth Street, Parkmore Private Bag X9910, Sandton 2146</p>	<p>DISTRICT JOHANNESBURG NORTH [JN]: Physical Address: Cnr Biccard & Jorrison Street FNB Building, Braamfontein OR Boipelo EDC, 1089 Mokoena Street, Klipspruit, Soweto</p>
<p>DISTRICT JOHANNESBURG SOUTH [JS]: Physical Address: 100 Northern Parkway, Crownwood, Ormonde Johannesburg Private Bag X13, Lenasia 1820</p>	<p>DISTRICT JOHANNESBURG WEST [JW]: Physical Address: 20 Madeline Street, Florida P.O. Box 1995, Florida 1709</p>
<p>DISTRICT SEDIBENG EAST [SE]: Physical Address: SML Building Cnr Joubert & Kruger Street, Vereeniging Private Bax X05, Vereeniging 1930</p>	<p>DISTRICT SEDIBENG WEST [SW]: Physical Address: Sebokeng College 6 Samuel Street; Zone 18, Sebokeng Private Bag X067, Vanderbijlpark 1900</p>
<p>DISTRICT TSHWANE NORTH [TN]: Physical Address: Wonderboom Junction 11 Lavender Street, Pretoria Private Bag X945, Pretoria 0001</p>	<p>DISTRICT TSHWANE SOUTH [TS]: Physical Address: President Towers Building 265 Pretorius Street, Pretoria Private Bag X198 Pretoria 0001</p>

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DISTRICT TSHWANE WEST [TW]	
Physical Address: Klipgat	
Road	
Old Hebron College	

5. EVALUATION

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

Stage One will be the evaluation of bids on **Administrative Compliance, Functionality and Site visit**. During this stage of evaluation, the bidder/s that do not meet the prescribed criteria for mandatory administrative compliance and or minimum threshold/s for functionality will be disqualified and will not be considered for further evaluation.

Stage Two of the evaluation will be based on **Price and Preferential Goals Point System**, as per the Preferential Procurement Regulation of 2022. The 80/20 preference point system will apply to this tender.

- Price = 80 points
- Preferential Goals = 20 points

5.1 Stage 1a: Administrative compliance

An administrative evaluation will be carried out on all the bids received and if the compulsory documentation mentioned below is not completed and signed (where applicable), and or not attached such a bid will be eliminated from any further evaluation.

Mandatory Returnable Documents (eliminating criteria):

- a. Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included.
- b. Submission of a completed and signed price schedule (RFP Section 2).
- c. Submission of a completed and signed Bidder's disclosure (SBD4).

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Other Required Documents: (Non-eliminating criteria):

- a. Submission of a completed and signed Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) **NB:** Failure on the part of a bidder to submit proof of documentation required in terms of this RFP to claim points for specific goals with the RFP, will be interpreted to mean that preference points for specific goals are not claimed.

The following documents should be submitted together with SBD 6.1 to claim Preference Points:

- i. Company Registration Documents, Certified (not older than 6 months) Identity Documents of shareholders/owners/Directors of the company.
 - ii. Recent / latest Proof of a Central Supplier Database (CSD) Registration.
- b. Valid SARS Tax Compliance Status (TCS) pin.
- c. Valid Broad- Based Black Economic Empowerment (B-BBEE) certificate issued by SANAS accredited agency / or B-BBEE certificate issued by CIPC, or a valid Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths.
- d. In the case of a consortium or Joint Ventures, proposals must contain:
- i. Partnership Agreements/Joint Venture Agreements signed by all party representatives,
 - ii. A valid SANAS-accredited consolidated BBBEE Certificate,
 - iii. Proof of CSD registration for each party to a consortium or Joint Venture.

5.2 Stage 1b: Functionality Evaluation

Functionality evaluation will be based on the following criteria:

A paper-based functionality evaluation will be carried out on all shortlisted bids. Bids that score below the minimum threshold of **80** points out of **100** in respect of **functionality** will be regarded as non-responsive and will therefore be disqualified.

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Table 2

NO	CRITERIA	POINTS
	CAPACITY TO DELIVER	
1.	<p>Detailed Project Implementation plan outlining the following deliverables (50)</p> <p>1.1 Clear deliverables Document Collection, Storage, Disposal, Packaging, and warehouse (5)</p> <p>To obtain full marks you need to comply with the below criteria. Demonstrate the understanding of how the process of Collection, Warehouse, Storage and Disposal of boxes/files works in managing documents:</p> <p style="padding-left: 40px;">1.1.1 Collection of documents as per the scope of work paragraph 4.1 above (1)</p> <p style="padding-left: 40px;">1.1.2 Storage of documents as per the scope of work in paragraph 4.2 above (2)</p> <p style="padding-left: 40px;">1.1.3 Disposal of documents as per the scope of work in paragraph 4.3 above (1)</p> <p style="padding-left: 40px;">1.1.4 Packaging will be as per the scope of work paragraph 4.4 above (1)</p> <p>1.2 Proof of ownership for warehouse/storage repository within Gauteng Province that can accommodate the required boxes/lease agreement signed by both parties if out-sourcing for warehouse/letter of intent to lease the warehouse signed by both parties as per the scope of work paragraph 4.5 above and Annexure A - checklist for offsite storage facilities (25)</p>	50

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NO	CRITERIA	POINTS
	<p>Delivery, Logistics (20)</p> <p>Availability of minimum of two (2)- ton vehicles for delivery.</p> <p>1.3 All vehicles should have the required valid documentation copies of proof of vehicles registration in the name of bidder/director of the company).</p> <p>In case of leased vehicles, provide proof of valid lease agreement signed by both parties/letter of intent to lease signed by both parties. Indicate the number of vehicles to be leased and the sizes.</p> <p>1.3.1 Two or more-ton vehicles (20)</p> <p>1.3.2 Less than two-ton vehicle (0)</p>	
HUMAN RESOURCES		
2.	<p>Submit copies of valid driver's licences for drivers (5).</p> <p>2.1 Drivers (5)</p> <p>2.1.1 Minimum of two drivers with valid South African drivers' licences (5)</p> <p>2.1.2 Below 2 drivers (0)</p>	5
RISK MANAGEMENT PLAN		
3.	<p>3.1 Provide a risk plan with preventative measures and how to mitigates the following risks: (15)</p> <p>3.1.1 Collection of boxes from GDE sites (2)</p> <p>3.1.2 Packing boxes and handling while in transit (2)</p> <p>3.1.3 Protection in case of fire, light and water damage in accordance with the National Archives Act 43 of 1996 (5)</p> <p>3.1.4 Security of records during storage</p> <p>a. CCTV (1)</p> <p>b. Physical security (1)</p> <p>c. Cameras (1)</p>	15

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NO	CRITERIA	POINTS
	d. Alarm system (1) e. Fencing/Walling (1) f. Secure loading and unloading (1)	
	COMPANY EXPERIENCE	
4.	Company Experience (30) 4.1 Provide reference letters on client letterhead, indicating successfully completed project/s of at least three (3) years in storage site (Repository), Disposal of Documentation/files, Records and Electronic system of managing documents. Reference letter must indicate name of the project with start and end date, signature and contact details as well as the year in which the service was provided: 4.1.1 Above 3 years of experience (30) 4.1.2 3 years of experience (25) 4.1.3 Below 3 years of experience (0)	30
TOTAL POINTS		100
MINIMUM THRESHOLD FOR FUNCTIONALITY		80

5.3 Stage 1c: Site Visit

Site visits will be conducted to shortlisted bidders and the evaluation will be carried out based on the criteria below. A bidder that scores less than **60** points out of **80** in respect of site visit evaluation will be disqualified. Bidders who will meet the minimum threshold will be shortlisted for further evaluation.

Table 3

NO	CRITERIA	SCORE
1.	Confirmation and Verification of the following: (80) Warehouse facility within Gauteng Province will be verified 1.1 Verify the space/warehouse storage facility around Gauteng Province (10)	80

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	<p>1.2 Verify demarcation and storage protocols in line with submitted floor plan (8)</p> <ul style="list-style-type: none"> a. Steel shelves b. Barcoding system c. Pest and rodents d. Gases and smoke emissions e. Condition of roof and ceiling f. UV filtering on windows g. Ventilation and humidity h. Inside insulation <p>1.3 Verify the existence of electronic and physical security form of a 24-hour security (12)</p> <ul style="list-style-type: none"> a. CCTV and cameras (2) b. 24 -hour physical security (2) c. Alarm system (2) d. Fencing/walling (2) e. Access control system (2) f. Secure loading and unloading (2) <p>1.4 Confirmation and verification if the machines are serviced and in working order (15)</p> <ul style="list-style-type: none"> a. CO2 Fire extinguish system (3) b. Monitored vault entry system (3) c. Fire suppression /extinguishing system (3) d. Availability of Pest Control System (3) e. Access control – Electronic gate systems and Keypads (3) <p>1.5 General Condition of the Facility (15)</p> <ul style="list-style-type: none"> a. System for prevention of water damage (5) b. System for prevention of light damage (5) c. Facility fitted with metal shelving (5) 	
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	<p>1.6 Functioning Forklift (10)</p> <p>1.7 Minimum of two trucks of 2- tons (10)</p> <p>NOTE: Bidders who intend to lease the storage space must ensure that the leased facility is available for inspection.</p>	
Total Points		80
Minimum Threshold		60

5.4 Stage 2: Price & Specific goals

The contract will be awarded in terms of the Preferential Procurement Policy Framework ACT, 2000 (Act 5 Of 2000) and Preferential Procurement Regulations of 2022. Responsive bids will be adjudicated in terms of the 80/20 preference point system.

a. Points will be allocated as follows:-

- i. Price = 80; and
- ii. Specific Goal = 20

Table 4

GOAL	POINTS
PRICE	80
SPECIFIC GOALS	20

Specific goals	Allocated Preference Points	Required proof/ documents to be submitted for evaluation purposes
<ul style="list-style-type: none"> • 51% or more owned by people who are women (ownership)* = 5 points • Less than 51% owned by people who are women (ownership)* = 3 points • 0% owned by people who are women (ownership)*= 0 point 	5 Points	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification documentation of company director/s • CSD report/ CSD registration number (MAAA number)

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		<ul style="list-style-type: none"> • A valid B-BBEE certificate/sworn affidavit
<ul style="list-style-type: none"> • 51% or more owned by Black people (ownership)* = 10 points • Less than 51% owned by Black people (ownership)* = 5 points • 0% owned by Black people (ownership)* = 0 point 	10 Points	<ul style="list-style-type: none"> • Certification (CIPC) • Certified identification Documentation of company director/s • CSD report/ (MAAA number) • A valid B-BBEE certificate/sworn affidavit
<ul style="list-style-type: none"> • 51% or more owned by youth (ownership)* = 5 points • Less than 51% owned by youth (ownership)* = 3 points • 0% owned by youth (ownership)* = 0 point 	5 Points	<ul style="list-style-type: none"> • Company Registration Certification (CIPC) • Certified identification Documentation of company director/s • CSD report/ (MAAA Number) • A valid B-BBEE certificate/sworn affidavit

6. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound, and clearly indexed: -

Table 5

Section - A	<p>a. Submission of a completed and signed bid on the original tender document (RFP pack section 1) with all the pages included.</p> <p>b. Submission of a completed and signed price schedule (RFP Section 2).</p> <p>b. Submission of a completed and signed Bidder's disclosure (SBD4).</p>
Section - B	<p>a. Submission of a completed and signed Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 (SBD 6.1) NB: Failure on the part of a bidder to submit proof of documentation required in terms of this RFP to claim points for specific goals with the RFP, will be interpreted to mean that preference points for specific goals are not claimed.</p> <p>The following documents should be submitted together with SBD 6.1 to claim Preference Points:</p>

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	<ul style="list-style-type: none"> i. Company Registration Documents, Certified (not older than 6 months) Identity Documents of shareholders/owners/Directors of the company. ii. Recent / latest Proof of a Central Supplier Database (CSD) Registration. <p>b. Valid SARS Tax Compliance Status (TCS) pin.</p> <p>c. Valid Broad- Based Black Economic Empowerment (B-BBEE) certificate issued by SANAS accredited agency / or B-BBEE certificate issued by CIPC, or a valid Sworn Affidavit signed by the deponent and attested by a Commissioner of Oaths.</p> <p>d. In the case of a consortium or Joint Ventures, proposals must contain:</p> <ul style="list-style-type: none"> i. Partnership Agreements/Joint Venture Agreements signed by all party representatives, ii. A valid SANAS-accredited consolidated BBBEE Certificate. iii. Proof of consolidated CSD registration for each party to a consortium or Joint Venture.
Section - C	<ul style="list-style-type: none"> a. Capacity to deliver - Detailed Project Implementation plan outlining the deliverables, warehouse within Gauteng Province and delivery, Logistics. b. Human Resource - Submit copies of valid driver's licences for drivers Risk Management Plan c. Provide reference letters on client letterhead, indicating successfully completed project/s of at least three (3) years in storage site (Repository), Disposal of Documentation/files, Records and Electronic system of managing documents.

7. TERMS AND CONDITIONS

7.1 The General Conditions of Contract of the Gauteng Provincial Government will be applicable.

7.2 A service provider that will be appointed to render services to the GDE will have to enter into a service level agreement with the GDE.

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 7.3 In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.
- 7.4 Successful bidders must be in a position to commence work as and when required. Project/service will be initiated by means of written instructions to the successful bidders by verbal briefings, when required.
- 7.5 The appointed service provider will be required to enter and sign a Confidentiality Agreement with the GDE. The contract will include inter alia a schedule of delivery and payments to ensure that payments are linked to specified deliverables.
- 7.6 The Service provider must ensure that they are registered for e-invoicing on eisregistration@gauteng.gov.za.
- 7.7 The GDE reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.
- 7.8 GDE reserves the right to screen and vet shortlisted service providers before appointment.
- 7.9 GDE will use its discretion for the vetting of bidder. The responsibility to sub-contract with competent and capable sub-contractor's rests with the main bidder.
- 7.10 The contract will be concluded between the main bidder and GDE, therefore, the main bidder and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- 7.11 The GDE will not be party to the contract between sub-contractor and the main bidder and shall have no obligation or rights thereto.
- 7.12 The service provide cannot cede the contract to any other provider after appointment unless written approval is obtained from GDE.
- 7.13 Personnel required in the scope of work paragraph 4.7 will be verified and confirmed upon the awarding of the contract.
- 7.14 The GDE reserves the right to:
1. Reject an award of this tender where responses are found to be insubstantial by the evaluating panel;
 2. Request further information from any bidder after the closing date;

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

3. Verify information and documentation of the respective bidder;
4. Inspect the operation of any part thereof during the evaluation phase of bid;

8. TIMEFRAMES

OUTPUT	PERIOD
INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.	THREE (3) YEARS

- 8.1 The details of the processes, timeframes and deliverables will again be outlined in a service level agreement that will be signed with the successful bidder.
- 8.2 When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

9. PENALTIES / WARRANTIES

- 9.1 In the event that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no cost to the Department of Education.
- 9.2 The Department of Education reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work.
- 9.3 GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 9.4 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDE associated with such non-compliance.

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 9.5 The department also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of the service.

10. INSTRUCTIONS FOR THE PROPOSAL

- 10.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as Pricing Schedule. Only the requested information should be inserted and no changes to the layout should be made.
- 10.3 GDE requires a clear, concise and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.4 This tender validity period is 120 days. Counted from the closing date of this tender. In the event that there is a need to extend this period, the extension will be published on the GPG e-tender portal. It is the responsibility of the Bidder to check the extension(s) published as there will be no individual correspondence.
- 10.5 Proposals must be compiled in the following manner:
- a. Clear indexing of the proposal content must be included.
 - b. One (1) original proposal (marked "original") must be submitted.
 - c. One (1) copy of the proposal (marked copy) must be submitted.
- 10.6 All proposals must be delivered sealed. The following information must appear
Each RFP shall comprise of one envelope following, bound and clearly indexed:
- a. Name of Bidder
 - b. Description of proposal
 - c. RFP Number
 - d. Closing date and time

INVITATION FOR SERVICE PROVIDERS TO SUBMIT PROPOSALS TO RENDER THE SERVICES OF STORAGE SITE (REPOSITORY) AND DISPOSAL OF DOCUMENTATION/FILES AND RECORDS AND ELECTRONIC SYSTEM OF MANAGING DOCUMENTS FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

10.7 In the case of Joint Ventures, proposals must contain:

- a. Partnership Agreement/Join Venture Agreements signed by all party representatives.
- b. Proposed revenue split and, **Valid of a SANAS accredited consolidated BBBEE Certificate.**
- c. For Joint Venture proof of CSD registration for each member.
- d. Service Providers must ensure that they are registered for e-invoicing.

10.8 Tender Costs

The Bidder will be liable for all costs incurred in response to this request.

10.9 Bidder's Responsibility

The Bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

10.10 GDE reserve the right to engage in pre post tender negotiations with the Bidder (s) on the shortlist and to do business with the bidders that best meet the requirements and not be obliged to give reasons for such exclusions.

10.11 The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).

10.12 Late Submissions

Proposals submitted after the specified closing date and time will not be considered.

11. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder:

Name of contact person :

Capacity :

Signature.....**Date**.....



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.

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
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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21. Delays in the supplier's performance
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23. Termination for default
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27. Settlement of disputes
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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)