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

Notes:

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

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

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	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System
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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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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 interest¹ 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.
 Filename: RFP4GPT (SBD4)

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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.


Signature		Date	
Position		Name of Bidder	

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CUSTOMER INSTITUTION	

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

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

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EVALUATION METHODOLOGY

Bidders must complete Compulsory documents and attach it to their tender document, failing which the tender shall not be considered for Stage 1 evaluation.

Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
--------------	--	-----------	--

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

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

Comments to include:

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

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

=====

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



TERMS OF REFERENCE

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) OF 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, 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, either 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 DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

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INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

BACKGROUND

Gauteng Department of Education (GDE) is a public-sector department responsible for ensuring that all learners in the Gauteng Province do well at school and leave their institutions of learning with the values, knowledge, skills and qualifications that will give them the best chance of success throughout their adult lives. In implementing its core mandate effectively, GDE is required to develop and implement measures to prevent escalation of damages, injury to personnel and interruptions to service delivery in case of a disaster/disruptive event.

The implementation of a Business Continuity Strategy (BCS) will assist GDE to respond timeously to disaster/disruptive events in order to, among others, prevent loss of lives. The most critical part of the BCS is to manage and mitigate damage to the reputation of the GDE. The Business Continuity program encompasses Business Continuity Planning, Emergency Response Planning, Crisis Management Planning and ICT Disaster Recovery Planning. This Project doesn't include development of ICT Disaster Recovery Planning.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

1. LEGAL FRAMEWORK

The following legislative framework will be applicable:

- a) The Constitution of the Republic of South Africa Act 108 of 1996
- b) Public Finance Management Act No. 1 of 1999
- c) Preferential Procurement Policy Framework Act No:5 of 2000
- d) Preferential Procurement Regulation 2022
- e) Broad-Based Black Economic Empowerment Act No. 53 of 2003
- f) Promotion of Access to Information Act No. 2 of 2000
- g) Promotion of Administrative Justice Act No. 3 of 2000
- h) South African Schools Act No. 84 of 1996
- i) Gauteng Schools Education Act No. 6 of 1995
- j) Employment of Educators Act No.76 of 1998
- k) Protection of Personal Information Act No. 4 of 2013
- l) Occupational Health and Safety Amendment Act, No. 181 of 1993
- m) Building and Facilities Act 107 of 1977
- n) Labour relations Act 66 of 1995
- o) Public service Act no: 103 of 1994
- p) Disaster Management Act, no 57 of 2002
- q) Skills Development Act, No. 37 of 2008
- r) Electronic Communications Act No 36 of 2005

2. PROJECT BRIEF

GDE is seeking to procure the services of a suitably qualified and experienced professional service provider to develop of a Business Continuity Strategy (BCS) by conducting the following activities outlined in paragraph 3.3 and 3.4 of this ToR:

Phase 1: Development

- Business Continuity Risk Assessment

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- Business Impact Analysis
- Business Continuity Strategy
- Emergency Response Plan
- Crisis Management Plan
- Integration of ICT Disaster Recovery Plan
- Business Continuity Plan for Admin Sites
- Business Continuity Plan for Supporting Schools
- Develop charter for the business continuity committee
- Establish and run business continuity committee

Phase 2: Testing and Training

- Conduct Advocacy sessions for identified staff
- Provide on the Job training to identified staff
- Annual testing of the BCS in line with the Departmental operations

The BCS must be developed consistent with the requirements of International Operating Standards (ISO 22301). The service provider will be required help the Department implement the BCS for GDE to fulfil the major objective of the BCM to prevent the following:

- a) The loss of life
- b) Service Delivery interruptions (Protracted down time)
- c) Reputational damage to the Department.

3. SCOPE OF WORK

The project intends to develop a business continuity strategy that cover the entire GDE which consists of ninety-four (94) Business Units which are located at six (6) Head Office sites, fifteen (15) District Offices, sixteen (16) Teacher Development Centre's and schools support. The Strategy will not include ICT Disaster Recovery Plan. The Department has an existing ICT DRP.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

The appointed service provider will be expected to work with and within the scope of the provided sites by appointing and deploying one (1) Project Manager, two (2) Facilitators, two (2) Support Facilitators, and a Project Administrator. GDE has an existing Occupational Health and Safety Risk Assessment as well as the Information and Communication Technology Disaster Recovery Plan in place. The appointed service provider will therefore be expected to review and integrate the OHS Risk Assessment and the ICT Disaster Recovery Plan into the newly developed BCS.

If the appointed Service Provider is using any special tool to provide the service, the data must be transferred to a usable format (Microsoft) at the end of the contract. The data produced out of this process will remain the property of the GDE at the end of the project.

The project will be conducted in two (2) phases:

- a) The development of the Business Continuity strategy is expected to take no longer than twelve (12) months from awarding of contract and signing of the Service Level Agreement (SLA). The first year to incorporate capacity building through training of the identified role players.
- b) The remainder of the twenty-four (24) months period will involve annual implementation, monitoring, support, review and testing of the BCS.

The project activities include the following:

3.1 Submission of monthly project status reports as per the project milestones (the report will also be submitted for payment purposes).

3.2 Play an oversight role on the review of Occupational Health and Safety Risk Register.

3.3 Development of the Business Continuity Strategy:

3.3.1 Conducting Business Continuity Risk Assessment to determine the potential threats to continuity, Human health and reputation; also identifying and mitigating both predictable and unpredictable disasters and then develop a Business Continuity Risk Assessment Report.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

The service provider is expected to develop a strategy that will demonstrate how the strategy must respond to both predictable and unpredictable disaster.

3.3.1.1 Predictable in cases of day-to-day occurrences

- Community Unrests
- Accidents (MVA)
- Contamination within School Nutrition

3.3.1.2 Unpredictable in case of unforeseen occurrences

- Collapse of Infrastructure
- Lightings
- Fire damage

3.3.2 Conducting Business Impact Analysis (BIA) workshops for all business units and analysis of the GDE strategic documents such as the Strategic Plan, Annual Performance Plan, etc. in determining critical functions of GDE which will also take into account Revised Operating Levels (ROL) and Recovery Time Objectives (RTO);

3.3.3 The BCS should detail all activities identified from the BIA's to ensure that GDE is ready to manage disasters and recover critical functions within acceptable time frames; BCS to detail the continuum for recovery of sites starting with the most critical functions;

3.3.4 Development of an Emergency Response Plan detailing the actions to be carried out during the identification of a disaster to ensure that lives are saved, and the disaster is curbed;

3.3.5 Development of a Crisis Management Plan to ensure that the public obtain accurate information about the extent of the disaster and the progress of recovery. This must also detail how communication should take place within GDE;

3.3.6 Integrate the existing Information and Communication Technology Disaster Recovery Plan (ICTDRP) to the BCS for purposes of consistency;

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 3.3.7 Develop the Business Continuity Plan (BCP) for Admin Sites for effective implementation of the BCS;
- 3.3.8 Develop a Business Continuity Plan to support Schools in case of a disruptive/disastrous event, reflecting roles and responsibilities of the Department.
- 3.3.9 Establish (with a charter) and run Business Continuity Management committee to advise the Accounting Officer on issues of Business Continuity

3.4 Capacity Building and Testing

- 3.4.1 Conduct advocacy sessions for all role players identified to ensure that they understand their roles and responsibilities in order to achieve the goals and objectives of the BCS should a disaster strike
- 3.4.2 Continuous on the job training for a maximum of 9 officials in the Directorate: Enterprise Risk Management, 10 Branch delegates and 15 delegates from districts.
- 3.4.3 Annual testing and review of the BCS to ensure effectiveness.

3.5 Required Project Team:

3.5.1 Project Manager (minimum of one (1) required)

- To oversee the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of the project.
- Must have experience in the field of coordinating and development of Business Continuity processes.
- Must have knowledge and expertise in business analysis.
- Monthly submission of the project status report to the Accounting Officer.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

3.5.2 Facilitators (minimum of two (2) required)

- To help business units to understand common objectives of business continuity and assists in the planning in order to achieve the objective.
- Must have experience in the facilitation of Business Continuity processes.
- Demonstrate knowledge and experience in business analysis

3.5.3 Support Facilitators (minimum of two (2) required)

- To assist the facilitators in communicating the objectives of the business continuity
- Assist in coordinating and consolidating data

3.5.4 Project Administrator (minimum of one (1) required)

- To help with the administration of the project
- To assist with logistics and operational processes

3.6 Departmental sites

The Department operates within the following sites around the Gauteng Province:

3.6.1 The six (6) Head Office buildings:

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

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3.6.2 The fifteen (15) District Offices:

DISTRICT EKURHULENI NORTH [EN]: Physical Address: 78 Howard Avenue, Munpen Building, Benoni Private Bag X059 Benoni, 1500	DISTRICT EKURHULENI SOUTH [ES]: Physical Address: Infinity Office Park, 2 Robin Close, Alberton Meyersdal, 1450 Private Bag X8001
DISTRICT GAUTENG EAST [GE]: Physical Address: Telkom building, 5 th Avenue Mall, Springs Private Bag X09 Springs, 1560	DISTRICT GAUTENG NORTH [GN]: Physical Address: Yorkcor Park Building, 86 Watermeyer Street, Val De Grace, Pretoria Private Bag X75 Pretoria 0001
DISTRICT GAUTENG WEST [GW]: Physical Address: Cnr. Boshoff & Human Street, Krugersdorp Private Bag X2020 Krugersdorp 1740	DISTRICT JOHANNESBURG CENTRAL [JC]: Physical Address: Cnr Morola & Chris Hani Road, Soweto College, Pimville P.O. Box 900064 Bertsham 2013
DISTRICT JOHANNESBURG EAST [JE]: Physical Address: 142/144, Fourth & Elizabeth Street, Parkmore Private Bag X9910, Sandton 2146	DISTRICT JOHANNESBURG NORTH [JN]: Physical Address: Cnr Biccadd & Jorrison Street FNB Building, Braamfontein OR Boipelo EDC, 1089 Mokoena Street, Klipspruit, Soweto
DISTRICT JOHANNESBURG SOUTH [JS]: Physical Address: 100 Northern Parkway, Crownwood Ormonde Johannesburg Private Bag X13, Lenasia 1820	DISTRICT JOHANNESBURG WEST [JW]: Physical Address: 20 Madeline Street, Florida P.O. Box 1995, Florida 1709
DISTRICT SEDIBENG EAST [SE]:	DISTRICT SEDIBENG WEST [SW]:

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Physical Address: SML Building Cnr Joubert & Kruger Street, Vereeniging Private Bax X05, Vereeniging 1930	Physical Address: Sebokeng College 6 Samuel Street; Zone 18, Sebokeng Private Bag X067, Vanderbijlpark 1900
DISTRICT TSHWANE NORTH [TN]: Physical Address: Wonderboom Junction 11 Lavender Street, Pretoria Private Bag X945, Pretoria 0001	DISTRICT TSHWANE SOUTH [TS]: Physical Address: President Towers Building 265 Pretorius Street, Pretoria Private Bag X198 Pretoria 0001
DISTRICT TSHWANE WEST [TW] Physical Address: Klipgat Road Old Hebron College	

3.6.3 16 District Teacher Development Centres

No	District	Centre Name & Address	DCES	Contact Details	Center Manager (Position SES)	Contact Details	E-mail Address
1.	GE	Gauteng East Education Development Centre 18 Essenhout Street Brakpan	Colin Du Plessis	011 898 4903 078 670 2851	Colin Du Plessis	011 898 4903 078 670 2851	Colin.Duplessis@gauteng.gov.za colinduplessis@Yahoo.com
2.	ES	Alberton TDC c/o Hendriek Potgieter & 1st Avenue, Alberton North	Nomfundo Thabethe	076 818 7116	Josephine Molefi	076 818 7010	Josephine.Molefi@gauteng.gov.za
3.	EN	77 Main Reef Road Mackenzie Park Benoni	Malesela Tolo	011 746 8000	Monicah Maredi	011 746 8000 083 430 3452	Monicah.Maredi@gauteng.gov.za Shut down
4.	SE	Kopanaong DTDC	Nassan Ndhlovu	010 344 1062	Moipone Ntjepela	010 344 1062	Moipone.ntjepela@gauteng.gov.za

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

No	District	Centre Name & Address	DCES	Contact Details	Center Manager (Position SES)	Contact Details	E-mail Address
		1996 Cnr, Mbatha & Seisi Str Kopanong,					
5.	SW	06 Samuel Street, Zone 8 Sebokeng	Kefiloe Moloko	016 594 9343	Kefiloe Moloko 082 083 8940	016 594 9360 084 492 3876	Kefiloe. Moloko@gauteng.gov Vodacom Centre inside the District
6.	JC	Ndodo DTDC 1049 Mthiyane Street, Moroka, Soweto	Nomthandazo Tshabalala	011 984 6062	Junia Hlatswayo	073 105 1309	Junia.Hlatshwayo@gauteng.gov.za Junia.Hlatshwayo@gmail.com
7.	JC	1049 Mthiyane Street, Moroka, Soweto	Nomthandazo Tshabalala	011 984 6062	Hosia Kaldine	084 522 3206	Hosia.Kaldine@gpg.gov.za
8.	JE	JE DTDC North Road Morningside	Juliet Tembe	011 666 9107	Kgadile Mampholo 076 818 5246	011 666 9107 082 592 2322	Juilet.Tembe@gauteng.gov.za
9.	JN	Boipelo DTDC 1089 Mokoena Street Klipspruit Soweto	Rosa Mngadi	011 933 4299	Bafedile Molefe	073 990 0169	Bafedile.Molefe@gauteng.gov.za
10.	JS	100 Northern-Parkway, Crownwood, Ormonde	Tsekiso Motlengoa DCES	011 247 5671	Tsekiso Motlengoa	011 247 5671 084 486 1131	Tsekiso.Motlengoa@gauteng.gov.za No center
11.	JW	Thakgisa TDC Zone 9 Meadowlands	Thilivhali Matsila	011 531 5506	Patson Ndaba	011 831 5300 073 445 6044	Patson.Ndaba @gauteng.gov.za
12.	JW	Thakgisa TDC Zone 9 Meadowlands	Thilivhali Matsila	011 531 5506	Pinkie Sokwaliwa	011 831 5300 076 832 9710	Pinky.Sokwaliwa@gauteng.gov.za

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No	District	Centre Name & Address	DCES	Contact Details	Center Manager (Position SES)	Contact Details	E-mail Address
13.	GN	Bronkhorstpruit TDC Cnr. Generaal Louis Botha and Buffalo Streets	Serame Van Wyk	012 846 3799	Chris Maiwashe	012 846 3501 078 446 3748	Mbenseni .Maiwashe@gauteng.gov.za
14.	GW	Reaikaga Str Simunye Bekkersdal	Dr Geetha Deenanath	010 556 4663	Meschack Galekhutle	011 693 4904 078 544 2554	Meschack.Galekhutle@gauteng.gov.za
15.	GW	Kokosi Forchville Westonaria	Dr Geetha Deenanath	010 556 4663	Thusi Rapapadi	011 693 4904 083 770 1983	Thusi.Rapapadi@gauteng.gov.za
16.	TN	Soshanguve TC 605 Block DD, Soshanguve	Jullian Mphse	012 543 4320	Getrude Lebogo	012 543 1153 072 8591 352	Getrude.Leboho@gauteng.gov.za
17.	TN	Themba TC Stand No 2029 Themba Hammanskraal	Jullian Mphse	012 543 4320	Mashadi Tlhapi	083 446 5809	Alith96@gmail.com Mashadi.Tlhapi@gauteng.gov.za
18.	TS	Lemoshanang. 02 Maraba Str Atteridgeville 0008	Sabrina Mdlalose	082 954 0230	Sabrina Mdlalose	082 954 0230	Sabrina.Mdlalose@gauteng.gov.za
19.	TS	Mamelodi DTDC Tsamaya Rd, Serapeng Ave, Mamelodi East	Sabrina Mdlalose	082 954 0230 012 401 6367	Tsakane Maluleke	072 518 3015	Kutwane.Setty@gauteng.gov.za
20.	TS	Lenahof Sunnyside Vodacom Teachers Centre	Sabrina Mdlalose	082 954 0230	Sabrina Mdlalose	082 954 0230	Sabrina.Mdlalose@gauteng.gov.za
21.	TW	Matsepa TC 4042, Block B, Mabopane	Thabo Tshetlo	012 725 1412	Jeff Thema c/o James Mthimunye	083 674 9044 082 364 3001	themahoward@gmail.com James. Mthimunye@gauteng.gov.za

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No	District	Centre Name & Address	DCES	Contact Details	Center Manager (Position SES)	Contact Details	E-mail Address
22.	TW	Thuto Thebe TC 2833 Zone 2 Garankuwa	Thabo Tshetlo	012 725 1412	Matshidiso Ndhlovu c/o Merriam Gaobepe	076 818 2510	Matshidiso.Ndhlovu @gauteng.gov.za Merriam.Gaobepe@gauteng.gov.za

3.7 The role of GDE

The Department will be responsible for coordinating advocacy workshop sessions, arrange management meetings (where applicable) and establish a project task team to facilitate work incorporated into the Business Continuity Strategy.

4. 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 **Administration Compliance** and **Functionality**. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria 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 Specific Goal System**, as per Regulation 6 of the PPR, 2022.

- Price = 80 points
- Specific Goals = 20

NB. Bidders who fail to submit a valid original or certified copy of their B-BBEE Status Level Verification Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.

4.1 Stage 1A: Administrative Evaluation

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

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Mandatory Returnable Documents: (Eliminating Criteria)

- a) Bidders must duly complete in full, sign and submit the following original Standard Bidding Documents (included in the RFP Pack):
 - i. Request for Proposal (SBD1)
 - ii. Price Schedule – Professional Services (SBD3.3)
 - iii. Bid Commitment and Declaration of Interest (SBD 4)

Other Required Documents: (Not for Elimination)

- a) Proof of a Central Supplier Database (CSD) registration
- b) Valid SARS Tax Compliance Status (TCS) pin
- c) The following requirements will be verified before award:
 - Copy of Certified certificate of membership /Accreditation of the Business Continuity Institute (MBCI) for the Project Manager role.
 - Two (2) copies of Certified certificate of membership /Accreditation of the Business Continuity Institute (MBCI) for the BCP Facilitators.
 - Two (2) copies of Certified certificate of membership /Accreditation of the Business Continuity Institute for the Support Facilitators.
- d) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) Status Level Verification Certificate or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths:
 - i. A bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a Sworn Affidavit.
 - ii. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, then no B-BBEE Certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient.
 - iii. If the QSE is less than 51% black owned, then the bidding entity will be required to provide an original and valid B-BBEE Status Level Verification Certificate or certified copies thereof.
 - iv. In the case of a trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.
 - v. Only B-BBEE Status Level Verification Certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.

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- vi. Sworn Affidavits and certification as a “true copy of the original”, must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.
- e) A signed Joint Venture Agreement or Consortium Agreement (showing revenue split), if applicable.
- f) Submit latest Audited Annual Financial Statements (AFS)’

4.2 Stage 1B: Functionality Evaluation

A bidder that scores less than **80** points out of **100** in respect of the **Functionality Evaluation** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum threshold score will be short listed for Stage 2: Price and Specific Goal System.

Functionality evaluation will be based on the following criteria: rudimental

NO.	CRITERIA	WEIGHT
1.	Capacity to Deliver	20
1.1	<p>Provide a detailed implementation plan demonstrating clear deliverables and timeframes associated with the development of the BCS and testing of the BCP.</p> <p>a) Project Plan and Deliverables: (10)</p> <ul style="list-style-type: none"> Outline all activities aligned to the developing, testing and orientation (5) Outline capacity building initiatives for all role players. (5) <p>b) Timeframes: (10)</p> <ul style="list-style-type: none"> Indicate clear timelines from project initiation to project close-up for the entire project duration 	
2.	Human Resource	50
2.1	<p>Submit CVs detailing the years of experience supported by relevant original certified copies of qualifications and original certified copies of certificate(s) of membership/ accreditation in Business Continuity Management.</p> <p><i>NB: certification of documents must be (NOT OLDER THAN SIX (6) months at the closing date of the tender) and no copy of a certified copy will be accepted)</i></p>	

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	<p>a) Project Manager (20)</p> <ul style="list-style-type: none"> • 5 or more years of experience (20) • 3 to less than 5 years of experience (10) • 2 to Less than 3 years of experience (5) • Less than 2 years of experience (0) <p>b) Two (2) Business Continuity Strategy Facilitators (15)</p> <ul style="list-style-type: none"> • 3 or more years of experience (15) • 2 to less than 3 years of experience (10) • 1 to less than 2 years of experience (5) • Less than 1 year of experience (0) <p>c) Two (2) Support Facilitators of Business Continuity strategy plan (15)</p> <ul style="list-style-type: none"> • 2 or more years of experience (15) • 1 to less than 2 years of experience (10) • Less than 1 year of experience (0) <p><u>Requirement:</u> Qualifications and Membership are requirements for each of the personnel listed above in order to qualify for points/scores</p>	
3.	Company Experience	30
3.1	<p>Provide signed reference/ testimonial letters (on client's letterhead) stating the completed work which involves scope in relation to Business Continuity Strategy</p> <p>Note: Each letter to provide proof of completion per project</p> <ul style="list-style-type: none"> • 3 or more reference letters (30) • 2 reference letters (20) • 1 reference letter (10) 	
	TOTAL	100
	Minimum threshold for functionality	80

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4.3 Stage 2: Price and Specific Goals

Contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (R502: Preferential Procurement Regulation, 4 November 2022 Gazette Number 47452). Responsive bids will be adjudicated in terms of (80/20) preference point system in terms of which points are awarded to bidders on the basis of:

Area	Points
Price	80
Specific Goals	20
1. The entity must have a 51% black ownership	20

NB: youth is anyone under the age of 35 years

5. FORMAT AND SUBMISSION OF BIDS

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

Section A	Standard RFP Documents – Original RFP Pack (do not separate document)
Section B	Company Profile
Section C	Additional Required Documents
Section D	MBCI and CBCI Accreditation/ Certificates
Section E	a) Project Implementation Plan b) CV's with Qualification c) Reference/testimonial letters from previous clients

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6. TERMS AND CONDITIONS

- 6.1** The GDE reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.
- 6.2** The successful Service Provider will have to enter into a service level agreement (SLA) with the GDE.
- 6.3** GDE will use its discretion for the vetting of the successful bidder.
- 6.4** In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.
- 6.5** The successful bidder cannot cede the contract to any other provider after appointment, unless a written approval is obtained from GDE.
- 6.6** GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work/project. GDE shall serve 30 days written notice for termination of contract in the case of non-performance.
- 6.7** If the appointed Service Provider is using any special tool to provide the service, the data must be transferred to a usable format (Microsoft) at the end of the contract.

7. TIME FRAMES

OUTPUT	PERIOD
INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.	THREE (3) YEARS
DEVELOPMENT OF THE BUSINESS CONTINUITY STRATEGY AND ORIENTATION	12 MONTHS FROM APPOINTMENT
ANNUAL TESTING	SECOND AND THIRD YEAR OF THE CONTRACT

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

8. PENALTIES/WARRANTIES

- 8.1** If it is shown that errors or shortcomings exist within the services 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 GDE.
- 8.2** GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 8.3** 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.
- 8.4** 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.
- 8.5** GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of services.

9. INSTRUCTIONS FOR THE PROPOSAL

- 9.1** 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.
- 9.2** The RFP and all attached Annexures must be read as one complete document.
- 9.3** To facilitate the review of all the proposals, all bidders must compile their responses according to the instructions provided in **Paragraph 5 of the TOR (Format and Submission of Bids)**.

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9.4 GDE requires a clear, concise and factual response. Bidders shall consult, in writing, with the authorised official 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.

9.5 Proposals must be compiled in the following manner:

- a) Clear indexing of the proposal content must be included;
- b) Paginated and bound and neatly filed;
- c) One (1) original proposal (marked 'original') must be submitted;
- d) One (1) copy of the original proposal (marked 'Copy') must be submitted;
- e) One (1) electronic copy of the proposal in the form of a CD or USB must be submitted. USB shall be non-encrypted.

9.6 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:

- a) Name of Bidder
- b) Description of proposal
- c) RFP Number
- d) Closing date and time

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

- a) Teaming Agreements
- b) Proposed revenue split
- c) B-BBEE status and proof of CSD registration for all members of the Joint Venture
- d) Submit a valid original or certified consolidated B-BBEE Status Level Verification Certificate (accredited by a SANAS agent).

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

9.9 The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the GDE before submitting a completed

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

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.

- 9.10** Bidders shall take into account that the GDE's total requirements may not be allocated to only one Bidder.
- 9.11** The GDE reserves the right to engage in pre- post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions, in line with Regulation 11 of the PPR 2017 and section 2(1)(f) of the Act.
- 9.12** 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).
- 9.13** The validity period of this tender is 120 days. In the event that there is a need to extend the validity period, it will be published on the GPG e-tender portal. It is the responsibility of the bidders to check the extensions as published as there will be no individual correspondence

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY STRATEGY (BCS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

10. LATE SUBMISSIONS

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

11. DECLARATION

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**.....



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)