

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		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.

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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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ 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.

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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											



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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

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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.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



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Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



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10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?		Y				N			
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).		Y				N			
If no, furnish reasons for non-submission of such proof									
10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?		Y				N			
If YES, furnish particulars									
10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?		Y				N			
If so, furnish particulars									



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11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



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Declaration of Bidder's Past Supply Chain Management Practices

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- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



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Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
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 B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

Bidders are required to use the two envelope bidding system, whereby the Technical Proposal (Stage 1) and Pricing and B-BBEE (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.	
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	Permanent	Temp	SA Citizens	Other	Comments
Staff compliment at Establishment of Enterprise					
Current staff compliment					
Number of jobs to be created if Bid is successful					

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

Comments to include:

- If Job Creation is direct (by your own company) or indirect (by your 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.

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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 FOR SUPPLY AND INSTALLATION OF
TOUCHLESS ACCESS CONTROL AND THERMAL SCREENING SYSTEM, REPAIR,
REPLACEMENT AND MAINTENANCE OF GDED SURVEILLANCE CAMERAS

Service providers are hereby invited to submit proposals for
Supply and Installation of Touchless Security Access Control and Thermal Screening System,
Repair, Replacement and Maintenance of existing GDED Surveillance System.

1. Introduction

The Gauteng Department of Economic Development intends to appoint a service provider with suitable skills and experience to supply and install a new Touchless Security Access Control and Thermal Screening System at its Head Office (JHB) and regional offices, including support, repair, and maintenance of the same system for a period of 36 months. This also includes repair, replacement, and maintenance of GDED surveillance equipment.

2. Background

The Gauteng Department of Economic Development has a responsibility and mandate to implement and maintain minimum security measures in terms of the Minimum Information Security Standards (MISS) as well as Minimum Physical Security Standards (MPSS). The ultimate purpose of these security measures is to protect personnel (including visitors, contractors, and consultants), information, and all assets of the Department.

For the security system to be effective and beneficial it must be reviewed, upgraded and be consistent with latest security demands and environment, especially this period of Covid -19 pandemic. To this end, the Department intends appointing a suitably qualified and experienced service provider to remove the existing system, as well as design, supply and install a new Touchless Security Access Control and Thermal Screening System. The new system will enable operators to proactively manage the potential risks associated with the Covid 19 pandemic. To ensure continued and sustainable system availability, the Department further requires the same service provider to provide support, repair and maintenance service of the same system for a period of 36 months.

3. Applicable Acts and Regulations but not limited to.

The prospective Bidder must have knowledge of the following legislation and standards (as amended), in so far as it relates to the Department:

- Constitution of the Republic of South Africa, 1996
- Protection of Personal Information Act 4 of 2013
- Promotion of Access to Information Act 2 of 2000
- Promotion of Administrative Justice Act 3 of 2000

- Occupational Health and Safety Act 85 of 1993
- Control of Access to Public Premises and Vehicles Act 53 of 1985
- Trespass Act 6 of 1959
- Information Act 70 of 2002
- Minimum Information Security Standards, 2009
- Minimum Physical Security Standard

Note: Should there be new or amended version of any legislation or standard not limited to the above mentioned legislations, the amended version shall be applicable

4. Scope of Work

The system is expected to deliver the following services:

4.1. Employee Access Control – Screening.

The GDED requires an identification platform that automatically incorporates the Thermal Screening functionality within its existing data structure. Solution shall be geared toward hygienic and accurate touchless biometric identification and thermal screening verification.

This platform will be installed at all staff entry and exit (where applicable) areas; and should be capable of integrating into existing access control infrastructures of the buildings. In addition, also allow for alerts to be sent to local operators and Control Rooms; and cause doors to remain closed when a high temperature is detected.

4.2. Public Safety – Screening of Visitor's or Client's and Contractor's.

The GDED requires a simple platform for screening of every client/ visitor entering its premises, from the general public. The solution shall be geared towards quick, hygienic, and accurate thermal screening of large volumes of visitors. The identity of these visitors will be unknown and based solely on customers visiting the GDED offices.

This platform will be installed at a specific entry point and should be capable of integrating into existing CCTV/ Surveillance infrastructures of the buildings. In addition also allow for alerts to be sent to local operators and Control Rooms for recording; and cause doors to remain closed when a high temperature is detected. After considering all available technologies, potential scalability,

and viability in this environment, we would like to propose the following solutions. Part 1, pertaining to the requirements and objectives.

4.3. Touchless Access Control

The touchless technology must scan 120 degrees of one's finger to identify one's finger image. It must be more detailed and accurate than a traditional one-dimensional flat fingerprint.

4.4. Repair, Replacement and Maintenance of electronic CCTV equipment and cameras

- Synchronize the system to be able for backup system
- Set a backup system
- Verify system integrity
- Verify system date and time
- Ensure network connections
- Update software as needed
- Verify that anti-virus is updated
- Ensure Server and software is functional
- Ensure client PC and software is functional
- Clean camera lens
- Ensure cameras are functional
- Ensure DVRs are recording
- Proper Functioning Control Room
- Replace or repair equipment that is not working

Below is the table where the offices are located:

SITE	LOCATION	SURVEILLANCE (Maintenance, Repair, Replacement)	THERMAL CCTV CAMERAS	TOUCHLESS TERMINAL READERS FOR ACCESS CONTROL	COMMENT
SITE	LOCATION	SURVEILLANCE (MAINTENANCE, REPAIR AND REPLACEMENT)	THERMAL CCTV CAMERAS	TOUCHLESS TERMINAL READERS	COMMENT
56 ELOFF (Head Office)	Ground Floor (Reception area)	09	04	08 Terminals	Staff entrance, visitors entrance and smokers' entrance
	Lower ground	03	02	2 Terminals	Lift lobby,
	B1	05	02	2 Terminal	Lift Lobby
	B2	03	02	2 Terminal	B2-Lift lobby
	B3	03	01	2 Terminal	B3-Lift lobby
	B4	03	01	2 Terminal	B4-Lift lobby
	Auditorium	04	None	2 Terminals	
	Perimeter/Outside	03 (PTZ)	None	None	
	Floor (2 nd to 16)	70 (1 East and 1 west open plan, 2 per floor x 15 floors)	None	60 (From 2 nd floor to 16 th floor).	
	Passages	31 (2 per floor with 1 extra on 16 th floor)	None	None	
	Total	134	12	80	
Pretoria	Passage 7 th floor	04	1 mobile with a tripod to monitor the entrance and exit points.	2 terminals	Repair and maintenance and connectivity to Head-office system.
Germiston	3 rd floor open plan	03	1 mobile with a tripod to monitor the entrance and exit points.	2 terminals	Repair and maintenance and connectivity to Head-office system

Randfontein	Open plan	02	1 mobile with a tripod to monitor the entrance and exit points.	2 terminals	Repair and maintenance and connectivity to Head-office system
Sedibeng	3 RD Floor passage	04	1 mobile with a tripod to monitor the entrance and exit points.	2 terminals	Repair and maintenance and connectivity to Head-office system.
124 Main	Walk-in centre	04	1 mobile with a tripod to monitor the entrance and exit points.	None	
	Ground Floor	09	02 terminals	12 terminals	1 in the reception and 1 in the lift lobby
	GLB Floor (2, 3 and 4)	25	None	None	Maintenance of 38 existing biometric readers.
Garankuwa	Reception	None	02	04	None
	Total	51	09	24	

4.5. SPECIFICATIONS

INSTALLATION OF NEW CCTV CAMERAS - GARANKUWA

10 ordinary cameras to be installed:

- 03 x HIK Vision IP2 Megapixel Starlight, Sped Dome, 30x Optical Zoom, 150mm IR
- 07 x HIK Vision 4 Megapixel Dome 30m IR 36mm Lens, CMOS, IP67, POE

- 01 x HIK Vision Channel NVR 256 mbps 4SATA 16 POE 3 TBHDD (Network Video Recorder)

THERMAL CCTV CAMERAS

- 12 X Turret/Bullet Camera + iVMS-4200 + Laptop + Bracket
- 09 X Turret/Bullet Camera + iVMS-4200 + Laptop + Tripod

MAINTENANCE, REPAIR AND REPLACEMENT OF SURVEILLANCE EQUIPMENT.

- 80 X IR Vandal Resistant Colour Dome Cameras
- 99 x HIK Vision 4 Megapixel Dome 30m IR 36mm Lens, CMOS, IP67, POE
- 06 x HIK Vision IP2 Megapixel Starlight, Sped Dome, 30x Optical Zoom, 150mm IR
- 04 x Corner Brackets for PTZ Cameras
- 01 x Monitoring Station, 10 Pro Intel Core 4GB HD Graphic Card
- 06 x 1 000 TVL Auto Tracking
- 06 x16 Channel Digital Recorder
- 04 x 32 Channel Digital Recorders
- 16 x Samsung Monitors
- System Programming

5. Project Outcome

- Project Methodology Proposal.
- Training and Skills transfer; and

- Change Management Procedure.
- Decommissioning and removal of the old security system.
- The entire system must carry a one year manufacturer's warranty and 3 year maintenance plan.
- Also 2 years extended warranty.

6. Deliverables

- Access control management system software
- Touchless Access Control Technologies
- Thermal Fever Screening Technologies
- Hosting server with latest operating system (In-house server)
- 12 Monitors
- 36 months for system support and maintenance for all deliverables
- Repair and Replacement of the equipment

7. PROJECT MANAGEMENT

The Service Provider shall develop and provide a detailed project plan that will be followed during the implementation of the project.

Formal reporting on the project will be facilitated at different levels including but not limited to:

- A Professional Services Contract will be required to be signed between the GDED and the Bidder.
- The Service Provider is expected to produce monthly report and site control before invoicing.
- The ToR as well as the project proposal will act as base for an agreement between the Department and the Bidder. However, an additional contractual document will be drawn up detailing all contractual obligations and it will be expected of the Bidder to sign such document with the Department.
- The Bidder will report directly to and hand over all deliverables to be reviewed and sanctioned to the Department's project manager.
- Additional requirement on the awarded service provider deliverables will be provision of Monthly reports and quarterly profiling of sites.

- Once appointed, an order number will be issued to the Bidder, which must be used in all future financial related correspondence.
- Invoices must detail specific activities performed.
- Payment will be made following review and approval of each deliverable received from the Bidder.
- No up-front payments will be made. The Department will pay for satisfactory completion of work within 30 days of submission of invoice.
- The project team will constitute with Director Security Risk Management, Deputy Director Physical Security, ICT, Supply Chain: Contracts Management, Human Capital Wellness Unit for COVID 19 related incidents and the Service provider representatives.

Therefore, consultation with the Department of Economic Development will be conducted fortnightly by the project management team (PMT) and the appointed service provider with the provision for regular interaction when the need arises in order to obtain feedback and approval of the project plans prior to work being undertaken.

8. SCALABILITY AND ADAPTABILITY

- The architecture of the system should allow further development and expansion.
- The system should be amendable to structural changes as per business requirements.
- The system administrators should be allocated permissions and rights to action changes.

9. CHANGE MANAGEMENT PLAN

This entails a plan that defines activities and roles to manage and control change during the execution and control stages of the project. Change is measured against the project baseline, which is a detailed description of the project's scope, budget, schedule and plans to manage quality, risks, issues and change. During the execution and control phase, changes may require one or more revised project baselines to be issued. The change management plan is critical to the success of the project, the following change management plans must be in place:

- Communication plan
- Training and Skills Transfer Plan

10. ESTIMATED TIME FRAMES

The project is estimated to run for a period of 36 months from the date of appointment of the service provider. The project milestones are expected to be completed as per the project schedule and the Service Level Agreement to be entered into with Gauteng Department of Economic Development.

11. INTEGRATION AND INTEROPERABILITY

The system should have an integration layer to allow integration with other systems such as:

Assets Tracking System for registering electronic equipment

- Existing departmental systems (SAP)
- Interface with common platform;

12. SYSTEMS SECURITY

- The system needs to be highly secure due to confidential personal information within the system.
- Role-based access control
- The system needs to be password protected. All information can be seen only by users with restricted privileges.

13. BRIEFING SESSION

The department will arrange a highly recommended briefing session, that will be done virtually

14. BID EVALUATION

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

Stage one will be the evaluation of bids on Pre-Qualification, Administrative Compliance, Technical Evaluations.

During this stage the bidder/s that do not meet the Pre-Qualification, Administrative Compliance and minimum threshold for functionality shall be disqualified and will not be considered for further evaluation.

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

- Price = 80 points
- Preference = 20 points

STAGE 1A. PRE – QUALIFICATION

In applying Preferential Procurement Regulation of 2017, the department invokes Regulation 4(1) in relation to applying a pre-qualification criteria to advance designated groups. The following criteria will be applied to this tender with the specific conditions that interested bidders can respond to with the following requirements:

- a) A tenderer must be between levels 1 to 3 as a B-BBEE status level contributor.
- b) A tenderer must sub-contract a minimum of 30% of the value of the contract to one of the following designated groups:
 - a. an EME or QSE which is at least 51% owned by black people;
 - b. an EME or QSE which is at least 51% owned by black people who are youth;
 - c. an EME or QSE which is at least 51% owned by black people who are women;
 - d. an EME or QSE which is at least 51% owned by black people with disabilities;
 - e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - f. a Cooperative which is at least 51% owned by black people;
 - g. an EME or QSE which is at least 51% owned by black people who are military veterans;

Bidders should note that it is the responsibility of the bidder to conduct due diligence on the sub-contractor.

The following documents are mandatory for the prequalification criteria evaluation:

- A certified copy of a valid B-BBEE Certificate issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro

Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed by the deponent and attested by a Commissioner of Oath. (For both the main bidder and the subcontracted company)

- Certified copies of ID's of owners of the company dated, stamped and certified by Commissioner of Oaths not more than 6 months old. (For both the subcontracted company to verify designated groupings.
- A tenderer must submit a signed agreement between two parties of their intention to sub-contract and clearly indicating the percentage to be subcontracted by a tenderer
- A confirmation letter from the Department of Military Veterans that the subcontracted company is owned by military veterans (the letter must be on the letterhead of the Department of Military Veterans and must be signed) Submission of Demobilization Certificate
- Letter from a Medical Professional confirming the nature of disability for the Directors of the company.

STAGE 1B: ADMINISTRATIVE COMPLIANCE

- Submission of RFP Pack Section 1 and 2 with all the pages.
- Completed and signed in full the Standard Bidding Documents by the bidder (SBD):
 - ❖ Section 1: SBD 1,4,8, and 9.
 - ❖ Section 2: SBD 3.2 3.3, 6.1

NOTE: Bidders must ensure that all standard bidding documents are completed and signed, where information is not applicable, it must be indicated as such in the bid document.

MANDATORY SBD FORMS

- **SBD 4** Declaration of interests
- **SBD 8** Declaration of bidder's Past Supply Chain Management practices
- **SBD 9** Certificate of independent bid determination
- **SBD 3.2** Pricing schedule

NOTE: Bidders must ensure that all standard bidding documents are completed and signed, where information is not applicable, it must be indicated as such in the bid document.

NB: Bidders who do not comply with the above-mentioned requirements on SBD forms will be disqualified.

OTHER IMPORTANT REQUIRED DOCUMENTS

- TCS Pin code
- Proof of registration with the National Treasury Supplier Database (CSD).
If there will be a share of services between bidders, all relevant parties must sign a share of service agreement and provide supporting documents i.e. Letter of Authority from both or all companies.
- Valid CIPC certificates (for both the main bidder and the subcontracted company)

Stage 1C: QUALITY CRITERIA/FUNCTIONALITY EVALUATION

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points:

TECHNICAL EVALUATION CRITERIA	
Important notes to the bidder: • The tender will be evaluated in six (6) sections. • Each of the six sections has an individual score. • The six sections scores add to a total of 100. • The six sections total scores are as follows: - o Section 1: Approach and Methodology with a total score of 20 points - o Section 2: Experience of service provider on system development and integration of Touchless Access Control and Thermal CCTV cameras system in similar public / private organisations with a total score of 20 points - o Section 3: Experience of key personnel who will form part of the project team with a total score of 15 points - o Section 4: Qualification of key personnel who will form part of the project team with a total score of 15 points	

- o Section 5: Experience of the project team leader with a total score of 20 points - o Section 6: Skills transfer with a total score of 10 points	
FUNCTIONAL CRITERIA	WEIGHT
SECTION 1: APPROACH AND METHODOLOGY	20
The bid document must outline the proposed methodology that indicates all the elements indicated below (1 – 4) how the bidder will deliver the scope of work from start to finish. The methodology must include: <u>Important notes to the bidder:</u> 1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? 2. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. 3. The maximum points a bidder can score in Section 1 is 20, and the lowest score a bidder can score is zero point. 4. Section 1 will be scored in terms of the following 7 criteria: a. The methodology must be clear and easy to understand; b. Detailed plan is presented in the methodology (As per the deliverables); c. The activities in the methodology are linked to the deliverables; d. The methodology outlines an allocation of human resources for all deliverables. e. The timelines for activities and outputs are scheduled deliverables; and f. The methodology is fully aligned to the scope of work g. Project Risk Plan should be provided. (Contingency plan)	

An approach and methodology that meets all the above 7 criteria will be given a full score of 20 points	
An approach and methodology that meets any 6 of the above 7 criteria will be given a score of 18 points	
An approach and methodology that meets any 5 of the above 7 criteria will be given a score of 16 points	
An approach and methodology that meets any 4 of the above 7 criteria will be given a score of 14 points	
An approach and methodology that meets any 3 of the above 7 criteria will be given a score of 12 points	
An approach and methodology that meets any 2 of the above 7 criteria will be given a score of 10 points	
An approach and methodology that meets any 1 of the above 7 criteria will be given a score of 8 points	
An approach and methodology that meets none of the above 7 criteria will be given a score of zero points	
FUNCTIONAL CRITERIA	WEIGHT
SECTION 2: EXPERIENCE OF THE SERVICE PROVIDER ON SYSTEM DEVELOPMENT AND INTEGRATION OF INSTALLATION OF TOUCHLESS ACCESS CONTROL AND THERMAL CCTV CAMERS SECURITY SYSTEM IN PUBLIC/PRIVATE SECTOR ORGANISATIONS	20
Important notes to the bidder: 1. Reference letters must be aligned to the supply, installation and maintenance of the access control and thermal CCTV cameras, which have been successfully concluded in the last three years. 2. These reference letters must be signed and dated by the company for which the work was done; it must clearly specify the date that the scope of work was conducted; and it must be on an official letterhead of the company for which the work was done.	

3. The maximum points a bidder can score in Section 2 is 20 points and the lowest score a bidder can score in this section is zero points. • 4 reference letters from previous clients =20 points • 3 reference letters from previous client = 15 points • 2 reference letters from previous client = 10 points • 1 reference letter from previous client = 5 points • None submission of the above = 0 points	
FUNCTIONAL CRITERIA	WEIGHT
SECTION 3: EXPERIENCE OF KEY PERSONNEL WITH SYSTEM DEVELOPMENT AND INTERGRATION WHO WILL FORM PART OF THE PROJECT TEAM	15
Important notes to the bidder: A detailed CV for each of the human resources allocated to this project must be attached to the bidder's proposal. The CV for each of the human resources allocated to this project must provide details with regards to experience with system development and integration that is relevant to Touchless Access Control and Thermal CCTV Camera Security System Development. (NB: Start and End date of experience to be indicated in the CV) NB. System Development experience should include : Analytic Dashboards, Embedded Advanced Analytics, Interactive Visual Exploration and Mobile Exploration and Authoring. Service Providers to submit CV of the key personnel. 1. Section 3 will be scored as follows: - o If there is one member of the project team who has more than 5 years' experience in system development the bidder will receive a score of 15 points. - o If there is one member of the project team who has 4 and less than 5years experience in system development the bidder will receive a score of 12 points.	

	- o If there is one member of the project team who has 3 and less than 4 years' experience in system development the bidder will receive a score of 10 points. - o If there is one member of the project team who has 2 and less than 3 years' experience in system development the bidder will receive a score of 08 points. - o If there is one member of the project team who has 1 and less than 2 years in system development the bidder will receive a score of 06 points. - o If there is one member of the project team who has less than 1 years' experience in system development the bidder will receive a score of 0 point. 1. The maximum points a bidder can score in Section 3 is 15 points and the lowest score a bidder can score in this section is zero points.	
	More than 5 years of experience = 15 points	
	4 and less than 5 years of experience = 12 points	
	3 and less than 4 years of experience = 10 points	
	2 and less than 3 years of experience = 08 points	
	1 and less than to 2 years of experience = 06 points	
	Less than 1 year of experience = 0 points	
FUNCTIONAL CRITERIA		WEIGHT
SECTION 4: QUALIFICATIONS OF KEY PERSONNEL WHO WILL FORM PART OF THE PROJECT TEAM		15
	Important notes to the bidder: 1. Service Providers to submit originally certified copies of qualifications not older than six months. 2. This section will be scored as follows: o If there is one member of the project team who has a Bachelors' Degree in Information Systems, the bidder will receive a score of 15 points.	

	- o If there is one member of the project team who has a Diploma in Information Systems, the bidder will receive a score of 10 points. - o If there is one member of the project team who has a Certificate in Information Systems, the bidder will receive a score of 05 points. - o If there is no member of the project team who has a qualification in Information Systems, the bidder will receive a score of zero points. 2. The maximum points a bidder can score in Section 4 is 15 points and the lowest score a bidder can score in this section is zero points. NB. The highest qualification in the project team will be considered.	
	Bachelors' Degree in Information Systems= 15 points	
	Diploma in Information Systems = 10 points	
	Certificate in Information = 5 points	
	No Qualification = 0 points	
FUNCTIONAL CRITERIA		WEIGHT
SECTION 5: EXPERIENCE OF THE PROJECT LEADER		20
	Important notes to the bidder: 1. Years of experience pertaining to the project leader only. 2. The relevant experience of the project leader must be in relation to supply, Installation and Maintenance of Access Control Security System and CCTV Cameras Systems. 3. A detailed CV for the project leader allocated to this project must be attached to the bidder's proposal. The CV must provide details with regards to experience that is relevant to installation and maintenance. In addition, the CV must include contactable references. 4. The maximum points a bidder can score in Section 5 is 20 points and the lowest score a bidder can score in this section is zero points.	

5 years or more relevant experience = 20 Points	
4 less than 5 years' relevant experience = 15 Points	
3 less than 4 years' relevant experience = 10 Points	
Less than 3 years' experience = 0 Points	
FUNCTIONAL CRITERIA	WEIGHT
SECTION 6: SKILLS TRANSFER PLAN	10
Important notes to the bidder: 1. The proposal tabled by bidders must outline a skills transfer plan that articulates how knowledge and skills will be transferred to the departmental Project Team. 2. The skills transfer plan outlines the following aspects: a. Objectives and goals of the skills transfer plan; b. Nature and scope of the knowledge and skills to be transferred; c. Details of trainers and trainees. (20 trainees from GDED) d. Timelines. If the skills transfer plan addresses the above 4 aspects in detail, a full score of 10 points will be awarded.	
If the skills transfer plan addresses only 3 of the above 4 aspects, a score of 08 points will be awarded.	
If the skills transfer plan addresses only 2 of the above 4 aspects, a score of 06 points will be awarded.	
If the skills transfer plan addresses only 1 of the above 4 aspects, a score of 04 points will be awarded.	
If the skills transfer plan is not provided, a score of 0 point will be awarded	

TOTAL	100
MINIMUM THRESHOLD Note: Bidders scoring less than 70 points for Stage 1C: QUALITY CRITERIA/FUNCTIONALITY EVALUATION will not be considered for further evaluation	70

Stage 2: PRICE AND PREFERENCE POINT EVALUATION

Note: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as amended at the date of tender closure, and available on www.treasury.gov.za

Points for price are calculated in terms of Regulations 6 (1) of the Preferential Procurement Regulations, 2017.

Price Points	80
B-BBEE Points	20

KEY EXPERTISE / SKILL / EXPERIENCE REQUIRED OF THE PROJECT RESOURCES

The responsibilities shall include, but not limited to:

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

ADDITIONAL INFORMATION ON BID PROPOSAL

- A comprehensive budget should be submitted showing the call out rates of all the staff to be involved in assignments including all other costs factors such as travelling. This should include a breakdown of the hourly tariff of value-added tax for services rendered.
- The Department will not be responsible for any costs incurred by the bidder in the preparation and submission of the bids.

PAYMENT CONDITIONS

Service providers will be paid within thirty (30) days after receipt of invoices. Payments will be processed per deliverable accomplished to the satisfaction of the Department. On delivery and Installation of each phase an invoice can be submitted for work completed, goods installed and configured. Total Pricing must include VAT.

INTELLECTUAL PROPERTY RIGHTS

The Business Intelligence System will be owned by Economic Development and the service provider will be required to ensure adherence to ethical standards at all times. The appointed service provider will be required to sign a Confidentiality Agreement over and above a Service Level Agreement.

CONFIDENTIALITY

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

SECURITY SCREENING/ BACKGROUND CHECK

Successful bidder will be subjected to security screening or security background check inclusive of their respective employees who will be directly involved in this project by State Security Agency (SSA). If there is a negative reports on the company or any of the employees the bidder may not be appointed.

SUBMISSION OF BIDS

The submissions must be made in two separate envelopes, containing the following.

The submissions must be made in two separate envelopes, containing the following;

Envelope 1 – must contain, 1 hard copy of the technical proposal.

Envelope 2 – must contain the pricing schedule and Section 2: which are inclusive of SBD 3.2, 3.3, and 6.1

The submissions must be clearly marked with the tender name and the tender number and submitted/ hand delivered at **Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.**

NB* NO ELECTRONIC BIDS WILL BE ACCEPTED**TECHNICAL ENQUIRIES:**

Director Security: Mr. Brian Maruping

TEL: (011) 355 8567

EMAIL: thabo.maruping2@gauteng.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES:

Hlamalani Masetoni

TEL: (011) 355 8367

EMAIL: hlamalani.masetoni@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

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 | ☐ | NO | ☐ |
| 2.2 | Does the bidder have a branch in RSA? | YES | ☐ | NO | ☐ |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | ☐ | NO | ☐ |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | ☐ | NO | ☐ |

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.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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)