

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Request for Proposal	Page 1 of 4

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	
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CLOSING DATE		CLOSING TIME	
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TENDER BOX LOCATION
Department of Economic Development , 56 Eloff Street, Umnotho House, Marshalltown, Johannesburg.

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:

Department of Economic Development , 56 Eloff Street, Umnotho House, 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 GDED Tender Box is open from 08:00 TO 16:00 MONDAY to FRIDAY.**

- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG 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 from 10:00 to 13:00. Kindly follow our social media platforms/ etenders@gauteng.gov.za (Publications) for the venue of the training.



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

OR

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

POPI ACT

AGREEMENT AND CONSENT DECLARATION

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

(“THE SERVICE PROVIDER/COMPANY”)

1. INTERPRETATION

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

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

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

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

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

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

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

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

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

WHEREAS IT IS AGREED THAT

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

The goods / services are 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 bids will not be accepted for consideration.

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



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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 RFP forms 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 RFP forms 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



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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 the address as indicated on RFP 01 and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box as indicated on RFP 01 before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

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

YES		NO	
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- 2.2.1 If so, furnish particulars:

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

YES		NO	
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- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
 Filename:RFP4GPT (SBD4)

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

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

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

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

Signature		Date	
Position		Name of Bidder	



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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 Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One–

- Stage Two–

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SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	
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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.

=====

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



GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT

TERMS OF REFERENCE TO APPOINT A SERVICE PROVIDER TO ESTABLISH THE
CHEMICALS SUPPORT PROGRAMME FOR A PERIOD OF THREE YEARS (2024/25-
2026/27)

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1. Introduction

The Growing Gauteng Together Programme (GGT2030) is a plan of action, that sets out the vision for the Gauteng of 2030, guided by the principles and priorities contained in the Freedom Charter, the National Development Plan and work carried out to date as part of Gauteng's Transformation, Modernisation and Reindustrialisation (TMR) programme. Through GGT2030, the province seeks to contribute to and take the lead on the President's initiatives of economic recovery, investment, industrialisation, youth employment and the township economy – while also focusing on sectors of the economy with high employment potential.

A key sector that will play a role in achieving goals of economic recovery, industrialisation and employment is the manufacturing sector. The manufacturing sector has the highest economic and employment multipliers compared to other sectors of the economy; and thus requires support to exploit these advantages.

The provincial government has identified manufacturing as a key sector to develop the province towards GGT2030 objectives. In light of developing manufacturing through SMMEs, the Gauteng Provincial Government (GPG) has identified sector specific cumulative incubation programmes as a mechanism to provide skills to SMMEs. One of the manufacturing subsectors that has been identified to provide support to SMMEs is the chemicals sector. Through the use of collaborative partnerships with key industry players that focus on developing SMMEs, this will unlock the potential of SMMEs to contribute towards economic development.

In light of the above, the purpose of this advertisement is to present a terms of reference to appoint a service provider for three years (2024/25-2026/27) that has extensive experience in incubation support or enterprise and supplier development to assist the Gauteng Department of Economic Development to promote economic development by establishing the Chemicals Support Programme in Gauteng. The aim of this programme should ensure the improvement of SMME capabilities that produce cosmetics and detergents and improve their ability to compete in order to access retail markets, government procurement and export markets with the intention of creating jobs in Gauteng.

2. Background

The chemicals sector is diversified with production ranging from intermediate inputs for a variety of industry and finished consumer products. The Department of Trade, Industry and Competition (dtic) identifies the economic significance of the chemicals sector at a national level as a result of its linkages to other industrial sectors such as agriculture, healthcare, the automotive industry, and clothing and textiles. The sector has strong backward and forward linkages to other industries, certain segments such as plastics and consumer chemicals are medium technology and are labour absorbing.

Although the industry exhibits significant diversity in downstream industries for chemical-based products, the import penetration within downstream part of the value chain - which includes products such as soaps, detergents, cosmetics, essential oils etc – has steadily increased which suggests that the province is losing competitiveness. The key drivers to this trend include an aging capital base, declining R&D capabilities and developmental support. Furthermore, the industry is losing key skills and has not developed the sufficient skills which affects its competitiveness and potential development.

As a result, the sector requires support to develop capabilities, productivity, export competitiveness, job creation and innovation along the value chain; in particular the downstream part of the value chain.

The Chemicals Support Programme becomes essential in this regard in that it aims to target areas that limit the competitiveness of the industry by developing the requisite skills of SMMEs to improve the industry's competitiveness and presence in the market. In order to place the downstream part of the value chain on a developmental path, this will require the Gauteng Department of Economic Development (GDED) to seek out and partner with an industry player to develop SMMEs in Gauteng that manufacture cosmetics and detergents and unlock their potential to contribute towards economic development and job creation.

3. The objectives of the Terms of Reference

The aim of the Terms of Reference is to appoint a service provider that will implement a programme in Gauteng to support GDED's objective of promoting economic development through SMMEs that produce cosmetics and detergents. SMMEs can be key drivers of economic growth, job creation and innovation and thus have the potential to play an important role in the economy. To achieve this aim, strategies and programmes are essential to create an enabling environment for SMMEs to play this role. With a widening trade deficit in the downstream part of the chemicals value chain, the implementation of a programme with a service provider that aims to develop capabilities of SMMEs that manufacture cosmetics and detergents with the intention of regaining and expanding market share as well as create jobs is an important step to consider.

4. Programme description

The Chemicals Support Programme aims to support the development of new and existing SMMEs in Gauteng that manufacture cosmetics and detergents. To achieve this objective, the programme will target particular developmental needs of SMMEs as well as align capability development with market requirements and customer needs. At a broader level, the programme intends to ensure product development with the aim of accessing market opportunities; the manufacture of quality downstream chemical products in a safe and environmentally friendly manner; and develop innovative ideas of SMMEs. The purpose of the programme will thus upskill the capabilities of SMMEs with the intention of creating entrepreneurs that can compete in the market, generate revenue and create employment.

The key activities that the programme envisions, include the following but not limited to:

- The implementation of support services that target the improvement of product development capabilities of SMMEs to manufacture quality products in a safe and environmentally friendly manner.
- Create a multi-sectoral support system for the growth of early-stage SMMEs through a combination of capital (financial support of SMMEs in the programme), business development services, and access to a physical space (infrastructure and shared manufacturing facilities) needed for operations with the intention of developing SMMEs that will compete in the market and create employment.

- Develop business skills and technical capabilities of new and existing black-owned, black women-owned, and black youth owned businesses as well as businesses owned by people with disabilities within the local supply chains with a view to assisting in the growth of these businesses and improving their customer diversity and sustainability.
- The service provider must have a prequalification criteria to assist with its recruiting of SMMEs
- Recruit new and existing black-owned, black women-owned and black youth owned businesses as well as businesses owned by people with disabilities with the objective of developing their technical capabilities and business skills to meet local supply chain requirements. The focus will once again be on assisting these businesses in diversifying their customer base and improving their sustainability.
- Identify entrepreneurs within the township economy who have the capability to either create new sustainable businesses or grow their existing businesses on a sustainable basis.
- The service provider must have access to (or acquire through a partnership) shared manufacturing facilities, infrastructure and equipment for testing and product development and a team that will be able to develop SMMEs that manufacture cosmetics and detergents for the duration of the programme and meet objectives of:
 - a) improved skills and competitiveness of SMMEs
 - b) localisation of key products
 - c) export of key products
 - d) job creation
 - e) revenue generation
- When the need arises, the service provider should seek out mentors that are established businesses within the downstream value chain with the intention of enhancing the development of business skills and technical capabilities of SMMEs.

The programme will be implemented in Gauteng over a course of three years (2024/25-2026/27) with the aim of recruiting and upskilling approximately 150 SMMEs and creating 200 jobs during this period. The programme will target an array of SMMEs that are owned by black people, women, youth and people with disabilities. Below is a table of the targets that should be achieved during the course of the programme; however, it

is worth mentioning that the implementation plan from the service provider which is guided by key inputs from GDED will determine targets throughout the course of the years.

Table 1: Key performance indicators and targets between 2024/25-2026/27

Key performance indicators	2024/25	2025/26	2026/27
Number of SMMEs supported	35	50	60
% of women owned businesses supported	30%	50%	65%
% of youth owned businesses supported	40%	50%	60%
% of businesses owned by people living with disabilities	5%	5%	5%
% of black owned businesses supported	90%	95%	95%
% of township based SMMEs supported	35%	40%	45%
Number of jobs created	50	60	70
Revenue generated by SMMEs	R2 million	R6 million	R10 million

5. Scope of work

The service provider is expected to support the development of new and existing SMMEs in Gauteng that produce cosmetics and detergents, including SMMEs from the townships in an effort to assist the GDED to contribute towards economic development, transformation and job creation. To achieve this objective and guided by the aspirations of GGT2030, the programme needs to be implemented through a phased approach that will be monitored thoroughly to achieve the GPG commitment to develop an inclusive provincial economy. The phased approach of the programme must address issues of competitiveness faced by SMMEs, localise key products and target export markets.

For the first phase of the programme (2024/25), which is linked to addressing issues of competitiveness faced by SMMEs and improve their presence in the market, the appointed service provider will be expected to do the following to achieve the aforementioned outcome:

- Develop a selection criteria to recruit SMMEs that are aligned to downstream chemical products (cosmetics and detergents) and have the potential to contribute towards accessing market opportunities and jobs
- Develop and adopt key interventions/sub programmes that aim to develop skills of SMMEs over the incubation period/period of development
- Recruit new and existing SMMEs, including those in the township that produce cosmetics and detergents based on the capability of the service provider and provide support services aimed at developing their business skills and technical capabilities
- Identify developmental needs of SMMEs linked to product development, quality of the product, labelling and branding, business and financial management amongst others
- Link the development of SMMEs to market requirements and customer need
- Adopt key interventions that will place SMMEs in a position to access markets and create jobs
- Assist SMMEs to apply for additional funding that will assist with their developmental requirements
- The service provider should adopt a marketing strategy to assist SMMEs to access markets
- The service provider should apply for funding from key stakeholders to ensure the sustainability of the programme
- The service provider should partner with key stakeholders to ensure the enhancement of SMME capabilities and place SMMEs in a better position to access markets
- Develop a financial plan that provides details on how the transfer of funds will be utilised
- To identify risks that are affecting achievement of targets and develop mitigation plans to ensure achievement of targets

It is worth mentioning that the activities of the first phase should be linked to the objective of the second phase of the programme (2025/26) that aims to localise key products and reverse

the challenge of import penetration. Even though the aim of the second phase will target the localisation of products, addressing issues of competitiveness for SMMEs is a continuous journey. Therefore activities in the first phase should continue despite the transition to the second phase.

As such, for the second phase, the service provider should:

- Identify key products for localisation purposes in consultation with industry players
- Identify market ready SMMEs and link their development with identified products
- partner with key stakeholders to ensure the enhancement of SMME capabilities and place SMMEs in a position to localise key products
- adopt activities to enhance product design and product development to localise key products
- link township based SMMEs to supply key inputs and services (eg. branding, labelling) to market ready SMMEs that are developing localisation capabilities
- consult with government, agencies and the private sector on the type of specifications they usually advertise as well as the standards utilised and align the development of SMME capabilities to those needs/ requirements
- analyse the procurement of government departments and link the development of SMMEs including township based SMMEs with imported products
- develop and adopt strategies that collaborate SMMEs to meet the demands of government procurement in terms of, but not limited to, compliance, quality of the product and volumes required
- Identify risks and develop risk mitigation strategies to ensure the objective of the second phase is met.

The first and second phase of the programme are important steps to ensure the achievement of the final phase and thus should continue. The third phase of the programme (2026/27) should aim at the selection of key products that must enter the export markets including the rest of the continent to accelerate the development of the manufacturing base and create more employment. The service provider must therefore:

- consult with export councils and relevant stakeholders to analyse markets and identify key products that are in demand in export markets
- identify market ready SMMEs and products that have the potential to compete in export markets on the continent
- identify market needs, requirements and standards within export markets and adopt interventions to ensure SMMEs meet those market demands

- link township based SMMEs to supply key inputs and services (eg. branding, labelling etc) to market ready SMMEs that export to markets on the continent
- develop and adopt strategies that collaborate SMMEs to meet demands of export markets within the continent
- The service provider should partner with key stakeholders/mentors to ensure the enhancement of SMME capabilities and place SMMEs in a better position to access markets on the African continent

6. Expected Deliverables

The service provider is expected to deliver the following:

- Recruit and upskill 35 SMMEs (new and existing) within the financial year of (2024/25) and approximately 150 SMMEs throughout the period of the programme
- Sign contracts between the service provider and SMMEs every financial year as proof of incubation support or enterprise and supplier development
- SMMEs should create 50 jobs within the financial year of 2024/25 and approximately 200 jobs throughout the period of the programme
- The service provider must stipulate the period of time in which new and existing SMMEs will be supported over a three-year period.
- Provide support with the intention of addressing competitiveness challenges, localising downstream chemical products (cosmetics and detergents) and targeting export markets
- Through accessing market opportunities, SMMEs recruited should make a combined turnover of R2 million within the financial year of (2024/25); and R18 million turnover throughout the period of the programme
- SMMEs recruited and developed through the programme should be black owned SMMEs, women owned SMMEs, youth owned SMMEs and SMMEs owned by people with disabilities
- SMMEs recruited should also include township based SMMEs
- Develop monthly and quarterly reports based on the activities that took place and targets achieved
- Collect portfolio of evidence based on targets achieved on a monthly basis

It is worth mentioning that even though these are the expected deliverables, the implementation plan and Service Level Agreement that will be guided by the department will determine the key performance indicators for each financial year. Furthermore, prior to

appointing the service provider, the department will conduct thorough assessment of the potential service provider which will include site visits to determine the suitability of the service provider to assist the department in achieving its objectives.

7. Requirements

The proposals from the respondents are expected to cover the following requirements:

- An understanding of GGT2030 and GDED's mandate to promote economic development and create jobs through SMME development
- To have expertise and key infrastructure such as equipment to ensure there is product development and shared manufacturing infrastructure for SMMEs to ensure the development of SMMEs that produce cosmetics and detergents
- Extensive knowledge and experience in crafting key interventions/sub programmes that will meet the objectives of the programme
- Extensive knowledge and experience in the recruitment of SMMEs
- Extensive knowledge and experience in assisting SMMEs to access funding and market opportunities
- To have expertise in tracking the development of SMMEs
- To have experience in developing mitigation plans when targets are falling behind schedule
- To have expertise in accessing additional funding to ensure sustainability of the programme
- Their understanding of the Scope of Work and the requirements
- A detailed methodology to undertake this assignment.
- A detailed methodology and implementation plan, including activities/interventions linked to upskilling SMMEs, milestones, timeframes, resource allocation as per scope of work
- Bidders must provide a detailed organogram of the proposed project team with detailed CVs indicating qualifications, previous experience as well as letters of reference of similar assignments (qualifications must be certified and references must be contactable).
- Bidder shall be required to demonstrate experience on similar assignment(s) and provide references.
- A financial proposal that includes a detailed breakdown of resources and their usage for this assignment
- The potential service provider should highlight the period of its existence and have experience in conducting incubation or enterprise and supplier development of SMMEs
- This should be supported by a minimum of three (3) reference letters from their clients (preferably government departments) which indicate the type of services procured, period of contract i.e start date and end date. Letters must be on the company or Departmental letterhead and must be signed by the responsible Programme Manager, dated and including contactable details (names, telephone numbers, e-mail addresses, etc.)

8. Project Responsibility

The Chemicals Support Programme is the initiative of Gauteng Department of Economic Department (GDED) under the Chief Directorate (CD): Sector and Industry.

The service provider will be expected to work with the GDED project team/project manager on day-to-day activity management and their final reports per completion stage will be validated by the Reference group/project manager which will be appointed by the GDED

Reporting will take place against an agreed and detailed implementation plan that will be submitted by the successful applicant following the awarding of the contract and the signing of a Service Level Agreement (SLA).

9. Timeframes

The Chemicals Support Programme should be implemented within the duration of a maximum of 36 months (2024/25 -2026/27) from the date of project commencement. This is a 36-months project (contract including VAT) with payment based on a milestone schedule linked to the specific deliverables stipulated above and to be included in the contract for this assignment. Furthermore, payment to the service provider that has been appointed by the GDED to implement the programme will occur in tranches based on achievement of targets set during a financial year.

10. Briefing Session

Bidders are invited to a virtual briefing session. The briefing session is not compulsory but highly recommended. The meeting will be held via Microsoft teams, link to be forwarded with the tender advert.

11. Bid Evaluation

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

Stage One: will be the evaluation of bids on Administrative Compliance, Functionality Evaluation and site visit/inspection

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

STAGE 1A: ADMINISTRATIVE COMPLIANCE

NO	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Submission of request for proposal (RFP) pack, with section 1 and 2 with all the pages.	Provided and binded
2	All the Standard Bidding Documents must be completed in full and signed by the Bidders <u>NB! BLANK SPACES ARE NOT ALLOWED AND WHERE AREAS ARE NOT APPLICABLE TO THE BIDDER INDICATE WITH NOT APPLICABLE (E.G N/A)</u>	Fully completed and signed
3	Bill of Quantity (BOQ) should be inclusive of all items NB! THE TOTAL ON THE BOQ SHOULD CORRESPOND TO THE BID PRICE ON SBD 3.1 (BOTH DOCUMENTS ARE CRITICAL)	Fully completed/checked
4	In case of a JV the following must be submitted	Proof of consolidated B-BBEE Certificate and scorecard Joint venture/consortium to submit an agreement signed by both parties stating the applicable percentages

- **NB: Firm prices only**
- **Note: No blank spaces. Where information is not applicable the bidder must indicate as such (e.g N/A).**
- **NB* Bidders must ensure that the bid documents (RFP Pack) section 1 and 2 are fully completed and signed submitted with all the pages and all SBDs.**
- **Bidders who do not submit the full RFP (Section 1 and 2) and all SBD documents will be disqualified.**

**OTHER REQUIRED IMPORTANT DOCUMENTS TO BE SUBMITTED BY BIDDERS
INCLUDING COMPANIES IN JV**

Documents that must be submitted	
Registration on Central Supplier Database (CSD)	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
Tax Compliance Status Pin code must be provided.	This information will be used to verify the tax compliance status of service provider.
Certified copies of the original ID's of Directors or owners of the company.	Certified copies of the original ID's of Directors or owners of the company by the Commissioner of Oath that is dated, stamped, signed and should not be more than 6 months old, for companies with more than 10 Directors at least 5 certified ID copies should be submitted.
Valid CIPC certificates	Certificates obtainable from Companies and Intellectual Property Commission (CIPC)
BBBEE Certificate and or Sworn Affidavit	BBBEE Certificate issued by a South African National Accredited System Verification Agency and or Sworn Affidavit
POPI Act Declaration Letter/Form	Fully completed and signed

Stage 1B: Functionality Evaluation

The following criteria will be used:

Evaluation Criteria	Points Allocated
1. Experience of the service provider in incubation or enterprise and supplier development programme in developing SMMEs that manufacture cosmetics and detergents	25
The service provider is expected to provide the following: Reference letters from previous work done (completed projects and projects currently underway) within 5 years must indicate the following <u>key aspects</u>: - o the name of the department/company the work was done for - o the type of work that was completed and achievements - o the type of work that is currently underway and achievements thus far - o the date in which the project commenced and ended - o the date in which the project commenced and expected end date for projects underway - o contact details of the project manager from the department/company the work was done for Please note that the reference letters must be signed by the department/company that the service provider provided service for or is currently providing service for and the letter must be on an official letter head of the department/company. Furthermore, please note that the reference letters should only refer to projects on developing SMMEs that manufacture cosmetics and detergents The potential service provider will be scored in the following way: • 3 x letters of reference that indicate the <u>key aspects</u> above from previous / current clients = 25 points • 2 x letters of reference that indicate the <u>key aspects</u> above from previous / current clients = 10 points • 1 x letter of reference that indicate the <u>key aspects</u> above from previous / current clients = 5 points • No letters of reference = 0 points	
2. Relevant certification/accreditation to provide support to develop SMMEs that manufacture cosmetics and detergents	25
The service provider must provide the relevant certification or accreditation to conduct training and skills development for SMMEs in the chemicals sector The service provider must provide the following certifications: - o Chemical Production Machine Operator Certificate = 5 points - o South African Technical Specification 2234:2020 Certification = 5 points - o National Certificate in Automated Packaging Operations = 5 points - o National Certificate: Chemical Manufacturing = 5 points	

o General Education and Training Certificate: Chemical Operations = 5 points Please note that the certifications must belong to the potential service provider and/or employees of the potential service provider	
3. a) Qualification of the project manager	20
b) Qualifications of the personnel that form part of the project team	
a) The project manager should have the following qualifications. A maximum of 10 points will be allocated to the project manager: - Degree in Chemistry or Chemical Engineering (5 points) and Business Management (5 points) = 10 points - Diploma in Chemistry or Chemical Engineering (3 points) and Business Management (2 points) = 5 points b) The project team should have the following qualifications. The project team will be allocated a maximum of 10 points: - Degree/Diploma in Chemistry or Chemical Engineering = 4 points - Degree/Diploma in Business Management = 3 points - Degree/Diploma in Finance/Auditing = 3 points NB - Certified copies of qualifications should not be older than 6 months	
4. PROPOSAL	30
Quality of the bidders proposal that will be measured by the level of detail in terms of approach, methodology and implementation of the programme as per scope of work as well as highlighting the ability to meet the project objectives through activities and timelines - detailed project implementation plan relating to the scope of work including deliverables and activities, resource usage, clearly defined timelines, defined risks and mitigation plans, sourcing of funds plan to ensure sustainability of the programme = 30 points The total of 30 points are broken down in the following way: - Deliverables and activities = 10 points - Resource usage (human and financial resources breakdown linked to activities) = 5 points - Clearly defined timelines = 5 points - Defined risks and mitigation plans = 5 points - Sourcing of funds plan to ensure sustainability of the programme = 5 points NB: No project implementation plan will be zero points	
Total Technical Evaluation Criteria	100
Minimum Threshold	70

Note: Bidders that did not meet the minimum threshold of 70 points will not be considered for further evaluation; i.e site visit/inspection, pricing and preference points

NB: Bidders must score 70 points in order to proceed to the next stage, which is the site visit/inspection.

A site visit will be conducted mid-week during working hours and led by a Programme Manager from an existing programme in Gauteng that develops SMMEs that manufacture cosmetics and detergents. Note that site visits will only be conducted on the shortlisted bidders.

Stage1(C): Site Visit/Inspection

A site visit will be conducted in order to validate the existence of the items stated below that are critical for the implementation of the programme.

NB: For the bidder to be awarded points, they will be required to show the inspecting team the items listed below:

EVALUATION CRITERIA	WEIGHT
Cosmetic mixer (overhead stirrer)	10
Detergent mixer	10
Cosmetic Homogeniser	10
ph Meter	5
incubator	9
Detergent filling equipment	10
Cosmetic filling equipment	10
Personal Protective Equipment ➤ lab coats = 1 point ➤ gloves = 1 point ➤ safety glasses = 1 point	3
Labelling equipment	7
Training facilities with equipment	6
Offices	5
Chemical storage for ingredients/inputs	5
Availability of staff/human resource that will play a key role in developing SMMEs that manufacture cosmetics and detergents • Employment contracts indicating the roles and responsibilities of the employed individuals linked to the development of SMMEs: ➤ 3 contracts = 10 points ➤ 2 contracts = 7 points ➤ 1 contract = 5 points ➤ 0 contracts = 0 points	10
Total points	100
Minimum Threshold	90

NOTE: ANY BIDDER THAT SCORES LESS THAN 90 POINTS DURING THIS STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS, I.E. PRICING AND PREFERENCE POINTS.

Stage 2: Price and Preference Points

Price And Preference Evaluation

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

Criteria	Points
A tenderer which is at least 51% owned by Black People	10
A tenderer which is at least 51% owned by Youth	10

MANDATORY DOCUMENTS REQUIREMENTS TO BE PROVIDED AS PROOF OF THE ABOVE INCLUDING THE BIDDERS IN JV:

Designated Groups	Mandatory Documents Required
A tenderer which is at least 51% owned by Black People	A copy of a valid B-BBEE Certificate issued by a SANAS accredited verification agency, or a Sworn Affidavit signed and dated by both the deponent and Commissioner of oath on the same date or a BBEE document issued by CIPC. A sworn affidavit must be in original format, signed and date-stamped by commissioner of oath and signed by deponent.
A tenderer which is at least 51% owned by Youth	
Any Joint ventures (JV) with other companies will need to add the following documents	1. Proof of consolidated B-BBEE Certificate

NOTE: Please note bidders that do not comply with the aforementioned will lose points

12. Submissions of Bids

The submissions must be made in one envelope, containing the technical proposal and pricing schedule. The submissions must be clearly marked with the tender name and the tender number and hand delivered at **Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg.**

OPERATING HOURS FOR TENDER BOX: 08:00 TO 16:00 MONDAY to FRIDAY.

NB* NO ELECTRONIC BIDS WILL BE ACCEPTED

PROCUREMENT ENQUIRIES :

Ms. Hlamalani Masetoni

Tel: (011) 355 8126

Email: Hlamalani.Masetoni@gauteng.gov.za

TECHNICAL ENQUIRIES

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Email: Uyabongeka.Walaza@gauteng.gov.za



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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:



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)