GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

GT NUMBER	GT/GDED/112/2024
BID DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DRONE MANUFACTURING INCUBATION PROGRAMME OVER A THREE-YEAR PERIOD

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CUSTOMER INSTITUTION	SECTOR AND INDUSTRY DEVELOPMENT

BRIEFING SESSION	**Y**	☑	**N**	☐	**SESSION COMPULSORY**		**Y**	☐	**N**	☑
					SESSION HIGHLY RECOMMENDED		**Y**	☑	**N**	☐
BRIEFING VENUE	https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODQ0OTdmNDctMzI5My00MzUyLWI5NmYtNmI3NDRhOTRhMmI5%40thread.v2/0?context=%7b%22Tid%22%3a%				**DATE**	24 OCTOBER 2024	**TIME**	10:00 AM		
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	☑	**DATE**	N/A	**TIME**	N/A		
SITE INSPECTION ADDRESS	N/A									

TERM AGREEMENT CALLED FOR?	**Y**	☑	**N**	☐	**TERM DURATION**	3 YEARS

CLOSING DATE	08 NOVEMBER 2024	**CLOSING TIME**	11:00 AM

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

NOTES

THE TENDER BOX IS OPEN from 08:00 to 16:00 MONDAY to FRIDAY.

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

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

THE TENDERING SYSTEM

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

TRAINING SESSIONS

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

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Provincial Supply Chain Management

INVITATION TO BID

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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INVITATION TO BID

TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CONTACT PERSON	Avuyile Goniwe
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	Avuyile.Goniwe@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CONTACT PERSON	Uyabongeka Walaza
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	Uyabongeka.Walaza@gauteng.gov.za

GAUTENG PROVINCE
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INVITATION TO BID

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 its 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

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SIGNATURE OF BIDDER DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

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

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL of BIDDERS): a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on the (PRICING SCHEDULE per item).

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

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated: • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM

BID NUMBER	GT/GDED/112/2024	**CLOSING DATE**	08 NOVEMBER 2024
VALIDITY OF BID	120 DAYS	**CLOSING TIME**	11:00 am

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**	✔	**N**	
VALUE BASED	**Y**	✔	**N**											
QUANTITY BASED	**Y**		**N**	✔										
TERM BASED	**Y**	✔	**N**											

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	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 in the enterprise, employed by the state?

YES		NO	

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	Page: 2 of 3

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

YES		NO	

2.2.1 If so, furnish particulars:

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

YES		NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
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NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.

STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	80
Preference Points (Specific Goals)	20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	20

1.

	POINTS ALLOCATED
A tenderer which is at least 51% owned by Black People	10

2.

	POINTS ALLOCATED
A tenderer which is at least 51% owned by Youth	10

3.

	POINTS ALLOCATED

4.

	POINTS ALLOCATED

5.

	POINTS ALLOCATED

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

BIDDERS JOB CREATION ANALYSIS

Company Name		**Date Established**	

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

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

Comments to include:

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

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

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

GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE DRONE MANUFACTURING INCUBATION PROGRAMME

This programme will be implemented over a three-year period

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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 Province towards 2030 goals, the National Development Plan (NDP 2030), South African Economic Reconstruction and Recovery Plan (SAERRP) 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. According to GGT2030, the Aerospace and Defence industry has been identified as one of the 10 high-growth sectors, which can facilitate and promote economic growth and development throughout the province.

The National Development Plan (NDP 2030) had also envisioned that SMMEs will contribute 60-80% to the GDP and generate 90% of the 11 million new jobs in our country by 2030; a vision that the GDED has aligned itself to. To realistically achieve this, there needs to be support for SMMEs through an **Incubation/Skills/Enterprise Development Programme**, which is aimed to support and nurture early-stage start-ups or entrepreneurs in developing their ideas into viable businesses.

In this context, the GDED recognises a need for intervention of providing successful Drone Manufacturing Incubation Programme targeted at assisting previously disadvantaged groups that will enable them to play a meaningful role in the mainstream economy of the province. Furthermore, this programme will assist the Gauteng Provincial Government's mission to grow the economy, create decent employment jobs, reduce inequality gap and promote economic development. This Request for Proposal (RFP) aims to appoint a service provider who will assist in the establishment of the Drone Manufacturing Incubation Programme to support SMMEs that are owned by black people, women, youth and people living with disabilities, within the Gauteng Province. This RFP aims to appoint a service provider that will also support SMMEs that are based in remote areas within the Gauteng province. The **Incubation/Skills/Enterprise Development Programme** will focus on both supplier development and new business creation opportunities. Furthermore, the objective is to **support a minimum of 20 SMMEs and a maximum of 30 SMMEs with the goal of creating 40 jobs** over a three-year period.

2. BACKGROUND

The Unmanned Aerial Vehicles (UAV's) is one of the fastest growing sub-sectors of the Aerospace and Defence sector. This growth is characterised by a proliferation of new entrants or players into the sector. As we move through the Fourth Industrial Revolution to the Fifth, UAV's will assume an even more prominent role. South Africa needs to be an active participant in this revolution. Currently in South Africa, 90% of the drones in the market are imported from China. South Africa does not have manufacturers who can compete with imports of Drones in the country. Therefore, there is a need to strengthen the localisation in the sector, which can be done by ensuring dedicated support to emerging and new players who wish to enter in the Drone manufacturing space. Moreover, the Drone manufacturing initiative seeks to provide an immediate response to demand in local economic contexts through addressing demand and supply factors.

The Gauteng province has consistently been at the forefront of innovation and technological advancements. As the economic hub of South Africa, with Johannesburg as the largest economic city on the continent, it bears a significant responsibility in fostering growth and progress. To leverage the immense potential of the Drone sector and seize the best opportunities for economic development, job creation and social upliftment, it becomes crucial for the Gauteng Provincial Government to take the lead in establishing a Drone Manufacturing Incubation Programme.

3. PROJECT DESCRIPTION

The purpose of the Drone Manufacturing Incubation Programme is to support and nurture the growth of the black owned SMMEs within the Drone manufacturing sector in the Gauteng province with the intention of creating SMMEs that can compete in the market, generate revenue and create employment. The programme is designed to offer a comprehensive Business Incubation Programme to existing and new black-owned SMMES within Gauteng on the following constructs:

THEME	CONSTRUCTS
Support	• Enterprise Development • Supplier Development • Mentorship • Certifications

THEME	CONSTRUCTS
Skills	• Industry technical skills • Non-Industry skills • Business skills
Markets	• Access to Markets • Business linkages • Localisation

The key activities for the programme are:

- Create a multi-sectoral support system for the growth of early-stage SMMEs through a combination of capital, business development services and access to the physical space needed for operations.
- Develop the business skills and technical capabilities of black-owned businesses already within the local supply chains with a view to assist in the growth of these businesses and improving their customer diversity and resulting in sustainability.
- Identify entrepreneurs within the local communities who have the capability to either create new sustainable businesses or grow their existing businesses on a sustainable basis.

Setting up a Drone Manufacturing Incubation Programme in Gauteng is poised to empower and nurture the expansion of **a minimum of 20 SMMEs and a maximum of 30 SMMEs** and **creating 40 jobs** over the three-year implementation period. In the first 12 months of the programme, 6 SMMEs need to be supported with 10 jobs created; whilst in the next 12 months, 7 SMMEs should be supported with 15 jobs created and in the last 12 months of implementation, 7 SMMEs should be targeted and supported with 15 jobs created. Furthermore, the programme will target an array of SMMEs that are owned by black people, women, youth and people living with disabilities.

4. SCOPE OF WORK

The designated service provider will be required to perform the full range of their professional duties to aid Gauteng in the creation and administration of the Drone Manufacturing Incubation Programme. The scope of work is as follows:

- Formulate a comprehensive strategy and roadmap for the implementation and growth of the initiative.

- Identify and engage relevant stakeholders, including government agencies, industry experts and potential beneficiaries. Foster collaboration and partnership.
- Conduct a thorough assessment of the Drone manufacturing sector in Gauteng, identifying gaps, challenges and opportunities. Understand the requirements of SMMEs and aspiring entrepreneurs in the industry.
- Develop criteria for selecting promising SMMEs for the Incubation/ Skills/ Enterprise Development Programme. Provide support to these selected businesses, including mentorship, access to funding, technical assistance and guidance throughout the development process.
- Develop interventions that aim to develop new and existing SMMEs into drone manufacturers. These interventions should include, amongst others, developing capabilities in:
    - idea conceptualisation and refinement
    - design
    - electronics
    - hardware and software development
    - ensuring drones meet regulatory requirements and standards by the South African Civil Aviation Authority and other international regulatory bodies
    - battery life and propulsion systems
    - computer vision
    - sensor integration
- Organise training programs and workshops to enhance the technical and business skills of SMMEs within the Drone manufacturing sector.
- Identify and provide the necessary infrastructure, facilities, equipment required for Drone manufacturing and research. This may include dedicated manufacturing spaces, testing grounds and laboratories.
- Assist SMMEs in navigating regulatory frameworks related to Drone manufacturing, including safety regulations, licensing and certifications.
- Facilitate market access for the products of the incubated SMMEs, both domestically and internationally. Develop marketing and promotional strategies to raise awareness of locally manufactured Drones.

- Establish a robust system for monitoring the progress and impact of the programme. Evaluate the performance of incubated SMMEs and make necessary adjustments for continuous improvement.
- Develop a sustainability plan for the programme, ensuring that the benefits continue beyond the initial phase. Plan for the smooth transition or exit of incubated SMMEs into the market.
- Regularly report on the progress of the programme to relevant stakeholders and document the outcomes, lessons learned, and success stories.

5. EXPECTED OUTPUT /DELIVERABLES

During the process of the implementation the service provider will be required to provide the following deliverables in conjunction with GDED's vision, mission and objectives:

- Annually recruit and upskill new and existing SMMEs that are owned by black people, women, youth and people living with disabilities, cumulating to a minimum of 20 SMMEs to a maximum of 30 SMMEs over the three-year period of the programme.
- In the first 12 months of the programme, 6 SMMEs need to be supported with 10 jobs created; whilst in the next 12 months, 7 SMMEs should be supported with 15 jobs created and in the final 12 months of implementation, 7 SMMEs should be targeted and supported with 15 jobs created.
- Sign contracts between the service provider and SMMEs as proof of the Incubation/Skills/Enterprise Development Programme support.
- Offer access to well-equipped facilities to SMMEs, including manufacturing workshops, testing areas, research and development spaces suitable for drone production.
- Provide training sessions and mentorship opportunities from industry experts and professionals in the drone manufacturing domain. This includes workshops, seminars and one-on-one mentoring to guide participants in developing their skills and knowledge.
- Offer technical support and guidance during the entire drone manufacturing process, helping participants troubleshoot issues and optimise their drone designs.
- Ensure SMME development is aligned to regulatory requirements and standards at a domestic level (South African Civil Aviation Authority) and internationally.
- Provide access to Tools and Technology through access to specialised tools, software and hardware necessary for drone manufacturing should be provided to the participants.

- Offer monitoring and evaluation for the duration of the contract which will include assessing the overall progress of the beneficiaries, provision of assistance, risk mitigation etc. using business intelligence tool/system or any other business growth tracking system to measure SMME/beneficiary business performance, growth and the commitment to the incubation programme [i.e. tracking SMME monthly revenue, net profit generated, employee salaries paid, employment, net asset value, training attended, mentoring attended.
- Provide the department with project milestone and timelines in line with the prescribed project timelines, as well as portfolio of evidence of the training provided such as attendance registers, contracts, appointment letters, as well as certificates of completion were applicable.

6. REQUIREMENTS

The Service Provider should provide the following:

- Detailed Project proposal which comprises of the following
  - ✓ Clear methodology and implementation plan with adherence to the requested timelines for programme execution
  - ✓ The proposal should distinguish the trainings, which can be delivered as per the scope of work
  - ✓ Proposed training curricula that highlight the training contents
- The financial proposal with the following:
  - ✓ Detailed cost-breakdown of the training and certification for each candidate
  - ✓ Cost breakdown for job placement of each candidate upon completion of the training(s).
- The following must be submitted for each of the proposed team members:
  - ✓ Detailed CV indicating qualifications, previous experience and three references with contact information.
  - ✓ Certified copies of qualifications.
- The service provider should provide value-adding initiatives/ recommendations in respect of achieving enhanced results in the provision of the Drone Manufacturing Business Incubation Services

6.1 Experience of the Service Provider:

- ✓ The Service Provider should have a minimum of five (5) years' experience in conducting Incubation/Skills/Enterprise Development training in relation to the manufacturing of drones.
- ✓ This should be supported by a minimum of three (3) reference letters from their clients, with the type of services procured, period of contract i.e., start date and end date. Letters must be on the company or departmental/entity letterhead and must be signed by the responsible Programme Manager, dated and including contactable details (names, telephone numbers, e-mail addresses, etc.).
- ✓ Submission of report of similar work done with relevant POE i.e., minimum of two (2) training projects successfully completed. Complete information should be provided by the bidder, including a description of the project's scope; location of the projects; details of the bidder's role and activities during the execution of the projects; with details about the job placement of candidates trained.

6.2 Team members Qualifications

Annexure A1 must be completed and the required details of each team member must be provided. Team members indicated in the proposal must be available for the duration of the project and must play a meaningful role in the project. Replacement of team members may only be done in consultation with **GDED,** and replacement team members must have the same or higher profile of qualifications / experience as those they are replacing.

Roles*	Qualifications	Experience
Project Manager	NQF Level 8/ Postgraduate Engineering qualification related to Aviation, Aerospace Engineering or an equivalent qualification, as recognised by SAQA.	A minimum of one year of relevant experience in project managing within the Aerospace industry.

Project team	NQF Level 7/ Degree related to Engineering Studies, Economics or Project Management or an equivalent qualification, as recognised by SAQA.	At least one team member **per pillar**, with a minimum of three years' experience in the relevant pillar, as follows: **1. Aerospace (Technical)** **2. Business Development** (relating to the Aerospace engineering field) **3. Training** (relating to the Aerospace engineering field)
Additional skills and competencies	• Extensive skills in Aerospace and Defence capacity building and or related fields. • SETA accreditation - the Manufacturing, Engineering and Related Services Sector Education and Training Authority (merSETA) or Transport Education Training Authority (TETA) or the Media, Information and Communication Technologies Sector Education and Training Authority (MICTSETA)	

6.3 Confirmation of Experience, Qualification ad Availability

- Confirmation of experience, qualification, and availability
  - ✓ GDED reserves the right to verify all qualifications through the South African Qualifications Authority and to verify experience indicated on CVs with third parties.

- Past Performance
  - ✓ The past performance of bidders in executing similar projects will be evaluated using the references supplied by bidders, as well as any other information available to the panel.
- Project management
  - ✓ The bid proposal submitted by the bidder must include a detailed project plan. The start of the project will depend on the GDED procurement process. The total duration of the project as indicated in the bidder's proposal is binding (except for delays due to circumstance beyond the bidder's control).

7. PROJECT RESPONSIBILITY

This project is an initiative of the GDED under the Sector and Industry Development (SID) Chief Directorate.

- The service provider will be expected to work with the GDED project team on day-to-day activity management and their final reports per completion stage will be validated by the Reference group, which will be appointed by the GDED.
- Reporting will take place against an agreed and detailed work plan that will be submitted by the successful applicant following the awarding of the contract and the signing of a Service Level Agreement (SLA).
- The appointed Service provider shall provide GDED with weekly progress reports including:
  - ✓ Attendance register reflecting the numbers and names of trainees trained for the period for each category.
  - ✓ Progress and evaluation report for the trainees.
  - ✓ List of activities undertaken, and training accomplished.

8. TIMEFRAMES

The Drone Manufacturing Incubation Programme should be implemented within the duration of a maximum of 36 months 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.

9. CONTRACT MANAGEMENT

The successful Service Provider will be required to enter into a Service Level Agreement (SLA) with GDED. Upon appointment the recommended service provider is expected to provide the services as per the terms of reference on the RFQ, failure to deliver GDED reserves the right to cancel the Purchase Order.

Service Providers should note that:

- All information related to this bid, or information provided to the service provider subsequent to the award of this bid, must be treated as confidential and may not be disclosed in any way to third parties without the explicit written consent of GDED.
- All right, title and ownership of any Intellectual Property developed by or for the Service Provider or GDED independently and outside of execution/production of the Deliverables related to this bid and provided during the course of this project ("Background IP") shall remain the sole property of the party providing the Background IP.
- To the extent that the Service Provider utilises any of its Background IP in connection with the Deliverables, such Background IP shall remain the property of the Service Provider and GDED shall acquire no right or interest therein, save that, upon payment of the applicable consideration,
    - ✓ the Service Provider shall grant GDED a non-exclusive, royalty-free, non-transferable licence to use such Background IP strictly for purposes of making beneficial use of the Deliverables into which such Background IP has been incorporated.
- All Intellectual Property rights in Deliverables are or will be vested in and owned by GDED unless specifically agreed otherwise in writing.
    - ✓ The Service Provider agrees that it shall not, under any circumstances, question or dispute the rights and ownership of GDED in and to the Deliverables.
    - ✓ GDED shall grant the Service Provider a non-exclusive, royalty free, non-transferable licence to use the Deliverables for the purpose of performing its obligations under this project.
- The Service Provider may not publish or sell, in whole or in part, any Deliverables emanating from this project without the explicit written consent of GDED
- The Copyright of any deliverables shall vest in GDED.

10. POPIA 4 of 2013

GDED adheres to the Protection of Personal Information Act, 4 of 2013 (POPIA) requirements regarding personal information which came into effect 1 July 2021. As GDED, we are committed to protecting your privacy and ensuring that personal information collected is used properly, lawfully, and transparently.

11. FINAL AWARD

In terms of the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations 2022, GDED nominates the bidder with the ***highest acceptable tender*** to be considered for the contract awarding.

12. BID EVALUATION

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

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

Stage One: will be the evaluation of bids on Administrative Compliance and Functionality Evaluation.
Stage Two: This evaluation will be based on Preference Point System only.

12.1 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 bound
2	The Standard Bidding Documents must be completed in full and signed by the Bidders	SBD 1 SBD 4 SBD 3.3

3	SETA Accreditation	The Manufacturing, Engineering and Related Services Sector Education and Training Authority (merSETA) or TETA Transport Education Training Authority (TETA) or the Media, Information and Communication Technologies Sector Education and Training Authority (MICTSETA) accreditation is compulsory, for providing training within the Aerospace and Defence sector. Bidders are required to submit proof of accreditation in a form of accreditation certificate or valid letter of confirmation which must have accreditation number **(letters must be valid)**

- **NB: Firm prices only during the period of 36 months**
- **NB: Bidders who do not comply with the above will be disqualified.**

12.2 Other required 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.
Ownership	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)
B-BBEE Certificate issued by a South African National Accredited System Verification Agency and/or Sworn Affidavit	B-BBEE certificate or Sworn Affidavit must be valid
POPI Act Declaration Letter/Form	Fully completed and signed
In case of a JV/ consortium the following must be submitted	Proof of a valid consolidated B-BBEE Certificate and scorecard Joint Venture/Consortium to submit an agreement signed by both parties stating the applicable percentages Joint Venture/Consortium the bidding documents must be signed by the lead party

12.3 Stage 1B: Functionality Criteria

The following criteria will be used:

EVALUATION CRITERIA	POINTS ALLOCATED
1. Experience of the service provider in Incubation/Skills/Enterprise Development Programme in the Drone Manufacturing	**30**
The service provider is expected to provide the following: Reference letters from previous work done within 5 years which must indicate the following: - the name of the company the work was done for, the type of work that was completed, the date of completion and must be signed by a particular end-user of the company, must clearly specify the scope of work and must be on an official letter head of the company. Reference letters must be aligned to Incubation/Skills/Enterprise Development Programme in Drone Manufacturing, which have been successfully concluded in the last five years • 3 x letters of reference from previous / current clients = 30 points • 2 x letters of reference from previous / current clients = 20 points • 1 x letter of reference from previous / current clients = 10 points • 0 x letters of reference from previous / current clients = 0 points	

EVALUATION CRITERIA	POINTS ALLOCATED
2. Qualification and Experience of the Project Manager	**20**
The Project Manager must have a minimum NQF Level 8/ Postgraduate Engineering qualification related to Aviation, Aerospace Engineering or an equivalent qualification, as recognised by SAQA. **Qualification:** • NQF Level 8/ Postgraduate Engineering qualification in Aviation, Aerospace Engineering or an equivalent qualification as recognised by SAQA = 10 points • No NQF Level 8/ Postgraduate Engineering qualification in Aviation, Aerospace Engineering or an equivalent qualification as recognised by SAQA = 0 points **NB: The bidder must submit certified copies of qualifications not older than 6 months** **Experience:** A CV must be attached for the experience of the Project Manager in Incubation/Skills/Enterprise Development Programme in Drone Manufacturing, who will lead the project for Drone Manufacturing Incubation Programme. • 5 or more years' experience = 10 points • 3 to less than 5 years' experience = 5 points • 1 to less than 3 years' experience = 2 points • 0 experience = 0 points **NB: No evidence of qualification and experience will result in zero points scored.**	
3. Methodology and Proposal	**30**
Quality (refer to the scope and deliverables) of the bidder's proposal that will be measured in line with the level of detail, innovation, approach and methodology in terms of implementation, as well as the ability to meet the project timelines. • Detailed (refer to the scope and deliverables) Project Implementation Plan relating to the scope of work (proposal and methodology), including the key areas like resources, deliverables, stakeholder mapping and clearly defined timelines including clearly defined risk and mitigation plan = 30 points	

EVALUATION CRITERIA	POINTS ALLOCATED
The total of 30 points will be scored as follow: o Deliverables and activities = 10 points o Resources allocated (human and financial resources breakdown linked to activities) = 5 points o Clearly defined timelines = 5 points o Defined risks and mitigation plan(s) = 5 points o Stakeholder mapping = 5 points **NB: No submission of the project implementation plan will result in zero points scored.**	
4. Qualification and Experience of the Project Team members (excluding the Project Manager)	**20**
The Project Team must comprise of at least one team member **per relevant pillar:** 1. Aerospace (Technical) 2. Business Development, relating to the Aerospace engineering field 3. Training, relating to the Aerospace engineering field. Each team member must demonstrate the necessary qualifications and experiences for the relevant pillar. **1. Qualification:** The project team members will be scored a total of 10 points for qualifications and will be scored as follows: **1.1. Aerospace (Technical)** • NQF Level 7/ Degree in Aerospace Engineering/ Aeronautical Engineering/ Mechanical engineering = 4 points **1.2. Business Development, relating to the Aerospace engineering field** • NQF Level 7/ Degree related to Engineering Studies, Economics or Project Management or an equivalent qualification, as recognised by SAQA = 3 points **1.3. Training, relating to the Aerospace engineering field** • NQF Level 7/ Degree related to Engineering Studies or an equivalent qualification, as recognised by SAQA = 3 points	

EVALUATION CRITERIA	POINTS ALLOCATED
NB: The bidder must submit certified copies of qualifications not older than 6 months **2. Experience:** **2.1. Experience in Aerospace (Technical)** • 5 or more years' experience = 4 points • 3 to less than 5 years' experience = 2 points • Less than 3 years' experience = 0 points **2.2. Experiences in Business Development, relating to the Aerospace engineering field** • 5 or more years' experience = 3 points • 3 to less than 5 years' experience = 2 points • Less than 3 years' experience = 0 points **2.3. Experiences in Training, relating to the Aerospace engineering field** • 5 or more years' experience = 3 points • 3 to less than 5 years' experience = 2 points • Less than 3 years' experience = 0 points **NB: The bidder must submit the CVs indicating the experience of the individual project team members.** **NB: No evidence of qualification and experience in the above-mentioned pillars will result in zero points scored.**	
Minimum Threshold	**70**
Total Technical Evaluation Criteria	**100**

NOTE: ANY BIDDER THAT SCORES LESS THAN 70 POINTS DURING THIS STAGE OF EVALUATION SHALL NOT BE CONSIDERED FOR THE NEXT STAGE OF THE EVALUATION PROCESS, I.E. PRICING AND PREFERENCE POINTS.

12.4 Stage 2: Preference Point System

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:

Specific Goals:

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 valid B-BBEE Certificate issued by a SANAS accredited verification agency, or a valid Sworn Affidavit signed and dated by both the Deponent and Commissioner of Oath on the same date or a B-BBEE certificate issued by CIPC. **A sworn affidavit must be in original format or certified copy thereof.** 1. Certified copies of ID's of owners of the company dated, stamped and certified by Commissioner of Oaths not more than 6 months old. 2. A copy of a certificate issued by Companies and Intellectual Property Commission to verify shareholding ownership

Designated Groups	Mandatory Documents Required
A tenderer which is at least 51% owned by youth	A valid B-BBEE Certificate issued by a SANAS accredited verification agency, or a valid Sworn Affidavit signed and dated by both the Deponent and Commissioner of Oath on the same date or a B-BBEE certificate issued by CIPC. **A sworn affidavit must be in original format or certified copy thereof.** 1. Certified copies of ID's of owners of the company dated, stamped and certified by Commissioner of Oaths not more than 6 months old. 2. A copy of a certificate issued by Companies and Intellectual Property Commission to verify shareholding ownership
Any Joint ventures (JV) with other companies will need to add the following documents	1. A valid and consolidated B-BBEE Certificate issued by a SANAS accredited verification agency.

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

13. 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.**

NB* NO ELECTRONIC BIDS WILL BE ACCEPTED

PROCUREMENT ENQUIRIES :	TECHNICAL ENQUIRIES
Ms. Hlamalani Masetoni Tel: (011) 355 8126 Email: Hlamalani.Masetoni@gauteng.gov.za	Mr. Uyabongeka Walaza Tel: (011) 355 8079 Email: Uyabongeka.Walaza@gauteng.gov.za

14. ANNEXURE A1: PROPOSED TEAM

Bidders name					
#	**Name of team member**	**Role (as specified in ToR)**	**Qualifications (list)**	**Years of experience**	**Specify pillar of experience** • Aerospace Technical • Business Development • Training
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

Bidder signature	Enter the details of the team members and attach copies of qualifications to bid.	
Signature		

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Financial Statements

Submission of Financial Statements

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

a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.

b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)

c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.

d) If it is a new or dormant entity an opening set of financial statements must be submitted. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.

e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.

f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance

7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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.