



Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER											
RFP DESCRIPTION											
CUSTOMER DEPARTMENT											
CUSTOMER INSTITUTION											
BRIEFING SESSION	Y		N		SESSION COMPULSORY	Y		N			
					SESSION HIGHLY RECOMMENDED	Y		N			
BRIEFING VENUE					DATE				TIME		
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
CLOSING DATE					CLOSING TIME						
TENDER BOX LOCATION											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

This RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

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



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)
VALUE BASED

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



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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)			

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

RETURNABLE ATTACHMENT**PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)**

1. In the furtherance of the relevant Department's operational requirements and for purposes of complying with its policies, procedures and privacy laws, we may be required to disclose, process and/or further process your personal information provided to us and/or made available by virtue of submission of this RFQ proposals.
2. For purposes contemplated in paragraph 1, the Gauteng, Office of the Premier (**OoP**), hereby requests your consent and/or authorisation for the disclosure, processing and/or further processing of any and/or all your personal information as may be necessary for reasons provided in paragraph 1.
3. By signing this Personal Information Processing Consent form, you hereby grant the Department permission, consent and/or authorisation to disclose, process and further process your personal information within our records, as may be required and/or necessary from time to time.

I, the undersigned, _____ (*INSERT FULL NAME AND SURNAME*) with Identity Number _____, in my personal capacity or acting on behalf of _____ (Registration Number: _____) (**Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been further explained to me.
5. my or _____'s (*INSERT COMPANY'S NAME*) personal information and/or data may be disclosed, processed and/or further processed by the Department (including its employees, agents, contractors and representatives) and such other third parties contracted with the Department involved in the processing, verification and management of my and/or Company's Personal Information in accordance with the requirements set out in paragraph 1 (**Processors**);
6. any one or more of the above entities/representatives may utilise my and/or Company's personal information/data storage and/or any traffic data processing infrastructure located in and outside the borders of the Republic of South Africa (**RSA**), in which instance my and/or Company's personal information/data may be conveyed, processed and/or stored outside the borders of RSA;
7. I accept the data security and protection measures adopted and/or applied by the Processors in their retention, disclosure, processing and further processing of my and/or Company's personal information/data; and
8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.

9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

Privacy Laws Compliance Clause

I, the signatory to this document/form, further warrant and undertake:

10. to comply with all privacy laws (including the Protection of Personal Information Act 4 of 2013, as amended, **(POPIA)**) applicable to the processing of any Personal Information resultant from and/or pursuant to the terms of this Agreement. You further undertake to ensure that all security measures are in place, to:
- ✓ ensure the lawful processing of Personal Information
 - ✓ secure the integrity and confidentiality of such Personal Information;
 - ✓ provide the appropriate and reasonable technical and organization measures to prevent any loss, damage or unauthorized destruction of Personal Information;
 - ✓ mitigate against any unlawful, data breach or unauthorised access to Personal Information;
 - ✓ identify any or potential risks related to data breaches or contravention with privacy laws;
 - ✓ apply the acceptable information security practices and procedures.
11. to indemnify the Department against any losses, howsoever arising, resultant from any breach or contravention of the privacy laws including your breach of this clause and shall, timeously, notify the Department, the data subject and the Information Regulator in the event of any contravention or unauthorised disclosure of Personal Information.
12. In accordance with the requirements of POPIA, I hereby give the Department the expressed and revocable consent to and/or authorisation to disclose, process and/or further process any Personal Information obtained by the Department pursuant to the terms of this Agreement.

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



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Instructions to Bidders

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

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

The bid must be deposited or posted;

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

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	Bid Commitment and Declaration of Interest	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 interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
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- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

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

- 2.2.1 If so, furnish particulars:

--

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

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

- 2.3.1 If so, furnish particulars:

--

3. DECLARATION

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

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

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

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

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

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

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

Signature		Date	
Position		Name of Bidder	



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY “√”

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

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- **Stage One**—

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SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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

**THE APPOINTMENT OF A PRE-QUALIFIED LIST
OF COMMUNICATION SERVICES TO GAUTENG
PROVINCIAL GOVERNMENT (GPG)
DEPARTMENTS AND ENTITIES FOR A FIXED
PERIOD OF THREE (3) YEARS**

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ACRONYMS

<u>GSM</u>	GLOBAL SYSTEM FOR MOBILE COMMUNICATION
<u>RFP</u>	REQUEST FOR PROPOSAL
<u>DVD</u>	DIGITAL VIDEO DISC
<u>DVC</u>	DITITAL VIDEO CAMERA
<u>GPG</u>	GAUTENG PROVINCIAL GOVERNMENT
<u>CI</u>	CORPORATE IDENTITY
<u>AVE</u>	AUDIO VIDEO ENTERTAINMENT
<u>GCR</u>	GAUTENG CITY REGION
<u>SMS</u>	SHORT MESSAGE SERVICE
<u>OOP</u>	OFFICE OF THE PREMIER
<u>RMP</u>	DESTINATION
<u>SEO</u>	SEARCH ENGINE OPTIMIZATION
<u>SATI</u>	SCIENCE AND ADVANCE TECHNOLOGY INSTITUTE
<u>PANSALB</u>	PAN SOUTH AFRICAN LANGUAGE BOARD
<u>CV</u>	CURRICULUM VITAE
<u>PCS</u>	PROVINCIAL COMMUNICATION SERVICE
<u>TOR</u>	TERM OF REFERENCE
<u>SLA</u>	SERVICE LEVEL AGREEMENT
<u>TISH</u>	TOWNSHIP INFORMAL SETTLEMENT AND HOSTELS
<u>GGT</u>	GROWING GAUTENG TOGETHER
<u>ID</u>	IDENTITY DOCUMENT
<u>CIPC</u>	COMPANY AND INTELLECTUAL PROPERTY COMMISSION
<u>BBBEE</u>	BROAD BASED BLACK ECONOMIC EMPOWERMENT

1. INVITATION

The bidders with relevant and appropriate skills and experience are invited to submit proposals to the Office of the Premier (OoP) for GPG Departments: Transversal contract for the appointment of a pre-qualified list of Communication service providers for a fixed period of three (3) years.

1.1. Executive Summary

The Office of the Premier (OoP) intends to appoint a reputable pre-qualified list of service providers, with a solid track record in the provision of various communication services to assist the office in delivering on its Communication Strategy in line with the **Gauteng Provincial Governments Elevated Priorities, the GGT 2030 and the 5 Year Strategic Communication Framework**. The pre-qualified list of service providers will assist the office with specific communication services on a project basis, to strengthen its communication machinery.

2. BACKGROUND

The Gauteng Provincial Government adopted the Growing Gauteng Together 2030 Programme of Action with the following priorities:

- ☐ **Priority 1:** A Capable, Ethical and Developmental State
- ☐ **Priority 2:** Economic Transformation and Job Creation
- ☐ **Priority 3:** Education, Skills and Health
- ☐ **Priority 4:** Consolidating the Social Wage through Reliable and Quality Basic Services
- ☐ **Priority 5:** Spatial Integration, Human Settlements and Local Government
- ☐ **Priority 6:** Social Cohesion and Safe Communities
- ☐ **Priority 7:** A better Africa and World

Cross-Cutting Focus

Women, Youth & People with Disabilities

2.1. Elevated Priorities

In addition to the above priorities, the current administration has elevated the following priorities:

- Economic recovery and acceleration.
- Strengthening the fight against crime, corruption, lawlessness, and vandalism.
- Improving the living conditions in Townships, Informal Settlements & Hostels (TISH)
- Prioritising the health and wellness of communities
- Strengthening the capacity of the State to deliver services

The OoP's Communication Strategy has been reviewed and aligned to reposition communication services to respond to the elevated priorities.

The Strategy is premised on the following:

- Communication is key in sustaining healthy relations between Government and the people.
- Communication is essential to the sustenance of the Government's transparency, accountability, and responsiveness.
- Government is required to listen to the people and meaningfully engage them on matters that affect them.
- Access to information empowers people to develop themselves and hold the Government accountable.

The key objective of the Strategy is therefore **to promote and facilitate effective communication between the Government and the people of Gauteng. This will be achieved through:**

- Informing and educating the public about programmes and services
- Building and maintaining healthy stakeholder relations
- Building and maintaining good working relations with the media
- Using media platforms, including digital media, to facilitate communication with residents
- Branding and promoting Gauteng Provincial Government
- Managing the reputation of the Government

2.2. The Customer

All sixteen (16) Gauteng Provincial Government Departments, and entities:

1. Gauteng Office of the Premier;
2. Gauteng Department of Education;
3. Gauteng Department of Health;
4. Gauteng Department of Infrastructure Development;
5. Gauteng Department of Social Development;
6. Gauteng Department of Community Safety;
7. Gauteng Department of Agriculture and Rural Development;
8. Gauteng Department of Roads and Transport;
9. Gauteng Department of e-Government;
10. Gauteng Provincial Treasury;
11. Gauteng Department of Human Settlements;
12. Gauteng Department Sport, Arts, Culture and Recreation;
13. Gauteng Department of Economic Development;
14. Gauteng Department of Cooperative Governance and Traditional Affairs; and
15. Gauteng Growth and Development Agency
16. Gauteng Infrastructure Financing Agency

3. SCOPE WORK/ DELIVERABLES

Table 1: Scope of Work/ Deliverables

1. Advocacy Campaigns:	• Profiling the work of the government • Reputation Management	1.1 Campaign Conceptualisation, production including related branding collateral, and management, 1.1.1 Creative concept generation and innovative graphic design. 1.1.2 Copywriting that is aligned to brand Gauteng. 1.1.3 Provide audio-visual services and infographics that enhance government messages. 1.1.4 Must have the ability to put together multimedia production from beginning to end. 1.1.5 All campaigns must ensure Brand and CI integration. 1.1.6 Campaign management from start to end.	1. Campaign creative concepts and application: 1.2. Production of radio and television advertisements for a particular event or programme as per the specific requirements provided by the relevant department. 1.3 . Print Media advertisements are to be designed for a particular event or advocacy programme as per the specific requirements provided by the Gauteng Provincial Government. 1.4 . Conceptualisation and implementation of outside media advertising i.e. mobile and static and digital billboards 1.5 Branding collateral including pull up banners, media banners, telescopic banners, tear drops, and other branding collateral
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		1.1.7 The service provider should facilitate and coordinate for the design and production of a wide range of promotional items. Promotional items should be branded with departmental logo. The department representative will advise on correct logo application. 1.1.8 All material must be delivered to the venue where the promotional items are required before the event. 1.1.9 All unused material is the property of the department and must be handed over to the department's representative. 1.1.10 The Logo of the Gauteng Government may not be used outside Government sanctioned events or promotional item.	
		1.2 Media Buying for Campaigns in Broadcast; Print; Out of Home;	Media buying and placement in all major National, Regional and Community newspapers, radio, television stations

		Digital, Social and any other media that maybe identified: 1.2.1 Working with the relevant Department , develop a segmentation approach for identified campaigns to target different audience groups and stakeholders as well as integrated media placement strategies to increase audience reach. 1.2.2 Book and purchase approved media on behalf of relevant departments on identified media platforms . The successful bidder should have internal capacity to perform media buying and not outsource the function. 1.2.3 Negotiate preferential prices and placement of adverts with media houses and indicate discount and value add that can be offered to the relevant Departments. 1.2.4 Provide proof of flighting of adverts from the broadcaster as per flighting schedules or tear sheets of printed adverts.	and mobile and static and digital billboards as per the specific requirements provided by the relevant GPG Department.
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2. Content Development	• Profiling the work of government • Reputation Management	Content Development, Writing, Editing, and Translation Services: ▪ We will require appointment of a competent service provider with key specialist skills needed in developing sector focused content with the understanding of government communication systems and services. ▪ The service provider for this category should provide expertise in a wide spectrum of content related activities, including: - o Researching relevant content as per topics and theme requirements - o Sourcing and packaging content and associated pictures for multi-purpose usage - o Interviewing the relevant people and packaging information for multi-purpose usage	a. Research, write, edit and proof all levels of copy, for identified platforms, that is external and internal publications e.g. Annual Report, External Publications, and Digital platforms like Twitter, Facebook, TikTok, Instagram etc. b. Work closely with media relations to develop and package content on key programmes and services rendered by Departments, including campaigns for identified platforms. c. Manage and edit content to ensure proper communication of messages. d. Offer the high quality translations of documents into 11 official South African languages interpretation that brings complete understanding from one language to another, including sign language and braille.
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		o Editing and proofreading all sourced content	
3. Media monitoring	• Reputation Management • Communication Systems	Media Monitoring Services: 3.1 Daily monitoring of print, broadcast, and digital (online and social media) platforms for mentions of the Gauteng Provincial Government issues, including its departments, municipalities and Public Entities. 3.2 Ensuring that print, broadcast, and digital media clips are delivered by 06h00 and throughout the day, as and when GPG issues are mentioned. 3.3 Create a password-protected portal on which all media monitoring products and analysis reports will be uploaded by the service provider and downloaded by authorised users from Government Departments, municipalities, and Public entities. The portal should include both mainstream and social media monitoring services.	a. Provide data on media coverage to advocate for better coverage of GPG issues. b. Offer concrete figures to monitor and evaluate media campaigns. c. Over a certain time period, ascertain the kind of coverage received, the dominant media messages, and whether expectations created by the Gauteng Government are being fulfilled or not. d. Produce daily media monitoring reports on national newspapers, electronic media and social media. e. Provide analysis to Gauteng departments daily. f. All these must be made according to the particular requirements provided by the Gauteng Government.

		3.3 Ensure that the portal's dashboard is easy to navigate in order for authorized users to download media clips. 3.4 Media clip coding: Code media clips and ensure that they can be exported to Microsoft Excel for in-depth analysis. Coding should include variables such as publication/street date, byline, the body of content, Advertising Value Equivalency, Media Type, Region, Favourability, Theme, Circulation, Readership/Listenership/Viewership figures. 3.5 Must provide an early warning system by which the service provider alerts GPG communicators – via either SMS or E-mail – of any mention of the Gauteng Provincial Government (GPG) departments, municipalities and public entities' issues in print, broadcast and digital (online and social) media. Such alerts may include but are not limited to, negative commentary. This should	
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		include a daily Rapid Response report sent to the Office of the Premier media monitoring team by 08h00am every weekday. 3.6 Quick turnaround time to ensure that service providers revert with requested clippings within one hour, at most. 3.7 Translation service. 10 Mother-tongue translators to translate print, broadcast and digital (online and social media) clips from official South African languages to English daily. 3.8 Volume of social media articles/items/clips - Potential reach and/or readership - Social media channel analysis - Social media post overview i.e. number of social media mentions per day where top stories are highlighted - Geographic overview i.e. top countries - Tonality i.e. positive, negative and neutral - Top influencers or writers.	
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		3.9 Back-date media coverage clippings of the Gauteng Provincial Government to 01 January 2023	
4. Digital Communication	• Profiling of the work of government • Stakeholder Engagement	Management of Gauteng Digital platforms like (website, Twitter, Facebook, Instagram, YouTube, TikTok, LinkedIn, and provision of live streaming services)	The website developers will be required to deliver on the following: Scope of work • Creative design and layout of Provincial Government website (s). • Create a responsive website design to provide an optimal viewing experience. • Create a site with easy reading and navigation and mobile app compatibility. • Add an easy-to-view video messaging service and highly optimized graphics. • Design the site with search engine optimization (SEO); and • Correct problems uncovered by testing or user feedback. Content • The content will be supplied and uploaded by Provincial Government departments;

			• All the initial website sections, documents, reports, photos, speeches, etc. need to be included on the resigned site; • Service providers need to create a website that will allow easy content uploading and management from internally (OoP); and • Departments will decide on the final website design. Design • The service providers will be responsible for the design and layout of the website, considering the provincial Governments corporate identity guidelines. The digital platform managers will be required to deliver on the following: • Provide the Gauteng Government with Intelligent Social Media Services, Monitoring and Big Data Analysis (otherwise 'Intelligence'). • Increase levels of public participation and engagement in matters concerning government; understanding Gauteng
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			Government constituents (what are their concerns, attitudes etc.); • Reputation Management and Promoting key messages to target audiences in a more targeted and effective manner. • Company to assist Gauteng Government to Independently create their own public narrative regarding pertinent issues; reputation management; intelligent rapid response on social media; communication crisis management; access to useful information about the public and what their needs and opinions are etc.); • Increase Provincial Government social media presence and engagement levels. Content Creation • Creative concept generation • Developing Online creatives • Develop digital banners through creative and innovative graphic design • Copywriting that is aligned to brand Gauteng
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			• Must have the ability to put together multimedia production from beginning to end • Development of digital assets • All digital campaigns must ensure Brand and CI integration Campaigns management • Develop campaign concepts in line with the 6th administration elevated priority areas • Campaign management from start to end • Content promotion and paid digital media advertising through boosting of posts across all platforms Community management • Regular digital media audits (frequency to be determined by Gauteng Government) • Digital media analytics (frequency to be determined by Gauteng Government) • Monitoring of digital campaigns and analysis • Audience analysis • Regular reporting – weekly and monthly
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			• Trends and research to guide the departments on where the focus should be on a weekly basis Content boosting • Content boosting will allow posted messages to be seen by users outside the Gauteng Government database. This is important to help stimulate interest that may result to the public viewing or liking GPG pages. • The company must monitor all the content uploaded on the profiles with the aim of identifying Gauteng Government posts that are interesting enough and are worth boosting and can drive traffic to the pages. • Boosting content must be done regularly (frequency to be determined by Gauteng Government), on different content as stipulated by the Gauteng Government • The content should reflect Gauteng as a province with a multi-cultural diversity, progressive in-service delivery, engaging in social cohesive matters and highlight the province that is moving forward to
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			achieving its place as a leading Gauteng City Region Livestreaming • A service provider with the expertise to provide streaming services to the Gauteng Provincial Government. • The streaming services visuals assist with broadcasting GPG programmes and events to a wider viewership allowing engagements through social media, trigger interest, create awareness, and start the conversation about the Growing Gauteng Together 2030 programme of action. • The company must provide a high-level production of Gauteng Government programmes and events using platforms like Zoom or WeBex then live stream the same to platforms like Facebook, Twitter and YouTube using their Webinar Stream production unit. • The production units must come fully equipped for both live productions and virtual productions.
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			• Be able to integrate systems to all the Gauteng Government virtual platforms like Zoom, WebEx and Google Meet amongst others while live streaming to Social Media platforms. • The company must be able to send live feed to all the television broadcast channels in South Africa all at the same time simulcasting to social media platforms. • Have a sim card bonding solution that takes 4 sim cards at the same time and “bonds” the data signals together and output a strong signal for all live streams to all social media platforms and custom RMP destinations such as websites. • The company must have the ability to playback pre-recorded content as part of the production. • Audio division must be able to provide the required sound final mixing resources for television and live streaming on the go. • Have an uncapped 15Mbps minimum upload internet service
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			from a bonding solution to ensure that events production values are not compromised. The company must provide evidence and a proven track of providing the services across all digital platforms
5. Communications Research	- Reputation Management - Provide insights into the impact of government Communication.	Conduct an Annual Public Perception Survey of the GPG's service delivery interventions. Conduct other Communication related research, including social media research – as directed by the relevant department.	The service providers will be required to deliver and advise the client on the following: - The methodology to be used for the research - Design a research instrument appropriate for the study - Carry out sample recruitment - Train and do a briefing session with the fieldworkers on the requirements of the survey - Do a pilot study before proceeding with the actual survey - Conduct fieldwork - Code and analyse data gathered during the fieldwork - Compile a report (10 hard copies and 5 CDs); - Present the results in word and PowerPoint format; and - Provide the Office of the Premier with the raw data after the end of the survey.

6. Community Mobilisation/ Postering/ Distribution	• Stakeholder engagement • Profiling the work of government • Reputation management	Stakeholder Mobilisation and Community Engagement	The service providers will be required to deliver on the following: 1. Mobilisation of communities and targeted stakeholders. 2. Distribution of material 3. Mounting of posters 4. discarding posters 5. Liaison with community leaders 6. Provision of the Distribution plan 7. Provision of buses and mini- 8. Take responsibility for the co-ordination of all parking arrangements on the days of the events. 9. Co-ordinate activities of service providers before and on the day of all the events. 10. Co-ordinate shuttle services when required 11. Mobilisation will include but is not limited to loud hailing, distribution of leaflets and putting up of the posters advertising the event. 12. Adherence to Municipality By-Laws
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The Terms of Reference have been divided into six (6) categories. Bidders may apply for one (1) or more categories and the award of the contract will be per category.

3.1. Key categories of services

The appointed Service Providers will be required to provide a pool of Communication services which are as follows:

- 1) Advocacy Campaigns (Radio, Television, Outside Media, and Social media)
- 2) Content Development
- 3) Media Monitoring
- 4) Digital Communication and Marketing (Website, Twitter, Facebook, Instagram, YouTube, TikTok, LinkedIn, and Livestreaming Services)
- 5) Communication Research
- 6) Community Mobilisation, Postering, and Distribution

“Please note list is not Exhaustive”

3.2. Specific Outputs and Deliverables

Service providers that tender for this opportunity must be able to provide the following services (depending on the specific needs of the specific project. It may be all or only some of the services or a project)

- 1) Advocacy Campaigns (Radio, Television, Outside Media, and Social media)
- 2) Content Development
- 3) Media Monitoring
- 4) Digital Communication and Marketing (Website, Twitter, Facebook, Instagram, YouTube, TikTok, LinkedIn, and Livestreaming Services)
- 5) Communication Research
- 6) Community Mobilisation, Postering, and Distribution

“Please note list is not Exhaustive”

3.3. Responsibilities of the Service Provider

Prepare a Project Plan and preliminary Work Plan for presentation to the Gauteng Government on PowerPoint which briefly outlines the project methodology, work schedule and work breakdown structure, key activities, key personnel structure and the timeframes in which the work is to be conducted;

- Prepare a Quality Management Plan;
- Prepare and submit Progress Reports on a weekly or bi-weekly basis,
- Updating the Communication Chief Directorate on work progress;
- Prepare and deliver Presentations of the final Closeout Report incorporating clear and implementable recommendations;
- Detailed project requirements in terms of activities and deliverables will be

discussed further with the appointed service providers prior to the commencement of projects.

4. TIMEFRAME

The contract will remain in full effect for a fixed period of three (3) years commencing from a date determined by the Office of the Premier. Successful bidders will be required to sign a Service Level Agreement (SLA) with the Office of the Premier after they have been awarded the tender. The SLA will cover all the categories where the bidder would have been successful.

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

5. INSTRUCTIONS FOR THE PROPOSAL

This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.

The GPG requires a clear, concise and factual response. Bidders shall consult, in writing, with the Gauteng Provincial Government official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.

Proposals must be compiled in the following manner (non-compliance may eliminate your bid):

Clear indexing of the proposal content must be included.

One (1) original proposal (marked 'original') must be submitted.

One (1) copy of the proposal (marked 'copy') must be submitted.

USB copy

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

- ☐ Name of Bidder
- ☐ Description of Proposal
- ☐ RFP Number
- ☐ Closing date and time
- Tender Costs

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

Bidder's Responsibility:

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

Bidders shall take into account that the office of the Premier's total requirements may not be allocated to only one Bidder.

The office of the Premier reserves the right to engage in pre/post tender negotiations with the Bidder(s) on the shortlist and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions.

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

Late Submissions

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

6. LEGAL FRAMEWORK

The following legislative framework informs these criteria:

- a. The Constitution of the Republic of South Africa, 1996
- b. National Treasury Regulation - Section 16A6.2
- c. SCM Circular: Implementation of Supply Chain Management (27 October 2004)
- d. Relevant National Treasury instruction notes/Practice notes/Circulars
- e. GPT SCM Framework
- f. Preferential Procurement Policy Framework Act (PPPFA), (2000)
- g. BBBEE Act and Codes of good practice 2015
- h. Public Finance Management Act (1999)
- i. Promotion of Administrative Justice Act (PAJA), 2000
- j. Promotion of Access to Information Act (PAIA), 2000

- k. Competition Act (CA) (Act of 89 of 1998)
- l. Prevention and Combating of Corrupt Activities Act (PCCA), 2004 (Act 12 of 2004)
- m. State Information Technology Agency Act 88 of 1998

7. TERMS AND CONDITIONS

Successful bidders must be in a position to commence work as and when required. Particular project/service will be initiated by means of written instructions to the successful bidders by verbal briefings when required.

Generally, timeframes cannot be set before entering into a formal agreement. As such, the duration of any given assignment/project will depend mainly on the nature and scope of the work to be done. Appointed service providers must be available at all stages to provide assistance within the set time frames as requested.

Proposed fees with detailed cost breakdown must be quoted for the different proposed resources to be utilized at any given time.

Bidders should include in their proposals an outline of their social responsibility programs with specific reference to activities in the Gauteng Province.

The appointed service provider will be required to enter into and sign a Confidentiality Agreement with the OOP. The contract will include inter alia a schedule of delivery and payments to ensure that payments are linked to specified deliverables.

All legal documents are kept updated at all times.

The OOP reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.

- o The OOP reserves the right to appoint more than one service provider.

OOP reserves the right to screen and vet shortlisted service providers before appointment.

- o OOP will use its discretion for the vetting of bidders.

8. PENALTIES / WARRANTIES

In the event that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the office of the Premier.

The office of the Premier reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work.

The State reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

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

9. PRICING SCHEDULE

The purpose of this bid is to create a pre-qualified list of Communication Services to Gauteng Provincial Government (GPG) Departments and Entities for a period of fixed three (3) years, therefore pricing will be requested as and when required per specific product.

10. INVOICING

An executive decision was taken to make Electronic Invoice Submission (EIS) registration compulsory for all GPG suppliers whose tenders are successful. Bidders are requested to register on the GPG Electronic e-Invoicing to avoid delays in future payments.

11. EVALUATION METHODOLOGY

GPG reserves the right to negotiate the terms and conditions of the contract with the successful bidder.

Evaluation of the bids will be conducted in a two-stage process.

Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

- **Stage 1A:** Administrative Compliance Evaluation Criteria
- **Stage 1B:** Functionality/Desktop/ Technical Evaluation Criteria

- **Stage 2:** Preference points

Stage 1A: Mandatory Returnable Required Documents for Administrative Compliance Evaluation Criteria

Table 2: Mandatory Returnable Required Documents for Administrative Evaluation Compliance:

No	Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack	Documents that must be fully completed and signed for Compliance	Bidder must check if compliant by Yes/ No
1	SBD 1 – Invitation to bid	Complete and sign the supplied form/document	
2	SBD 4 – Declaration of interest	Complete and sign the supplied form/document	
3	Preference Point Claim Form – SBD 6.1	Non-submission will lead to a zero (0) score on Specific Goals	
4	POPI Act personal information processing form (compliance with POPI Act)	Fully completed, signed and submitted	

Service providers that do not comply with the above requirements shall be ELIMINATED, DISQUALIFIED, and shall not be shortlisted for further Evaluation Process.

Other Required Documents

Table 3: Other Required Documents (non-disqualifying)

No	Documents that must be submitted	
1	Consolidated BBBEE Certificates (where applicable)	Consolidated BBBEE Certificates (where applicable)
2	JV or a consortium agreement (where applicable)	Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service providers must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.
3	Company Registration Documents	Certificates obtainable from the Companies and Intellectual Property Commission (CIPC)
4	Personal Identification Number (PIN) obtainable from SARS	This information will be used to verify the tax compliance status of the service providers.
5	Registration on Central Supplier Database (CSD)	The bidder must be registered as a service providers 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.
6	BBBEE Certificate issued by a South African National Accredited System Verification Agency or a Sworn affidavit	Companies that are not EMEs or QSEs. Generic QSEs that are not at least 100% or 51% Black-owned.

Stage 1B: Functionality/Desktop/ Technical Evaluation Criteria (Categories 1-6)**Category 1: Advocacy Campaigns: Creative Campaign Conceptualisation and Media Buying****Table 4: Functionality/Desktop/ Technical Evaluation Criteria**

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
1. CAPACITY AND CAPABILITY OF THE COMPANY Experience in conceptualising, implementing and managing integrated multi-media campaigns (Provide reference letters in the bidder's name on the client's letter head, signed and dated indicating the services rendered and campaign value in rands must be attached. The Campaigns should not be older than 5 years. (A campaign with less than 3 mediums is not deemed to be integrated and therefore will not be considered)		30
5 and above reference letters indicating campaigns (= 30 points)	30	
4 reference letters indicating campaigns (= 15 points)	15	
2-3 reference letters indicating campaigns (=10 points)	10	
1 reference letter indicating campaign (=5 points)	5	
No letter not indicating campaigns (=0 points)	0	
Human Resources capacity N.B: Staff composition of project team: CVs and portfolio of evidence reflecting experience in campaigns and any of the following: Project Management, Public Relation and Media Studies must be attached.		25
5 or more (CVs and portfolio of evidence reflecting experience in campaigns and any of the following: Project Management, Public Relations and Media studies.) (= 25 points)	25	
3-4 (CVs and portfolio of evidence reflecting experience in campaigns and any of the following: Project	15	

Management, Public Relations and Media studies) (= 15 points)		
2-1 (CVs and portfolio of evidence reflecting experience in campaigns and any of the following: Project Management, Public Relations and Media studies.) (= 5 points)	5	
No personnel (0)	0	
Project Methodology Project Plan outlining the following: Activities for advocacy campaign as per deliverables for category two covering the following:		20
Campaign/marketing plan (=10 points)	10	
Situation Analysis (=10 points)	10	
No project plan (=0 point)	0	
Contingency plan: Identify the risks that may prevent the implementation of deliverables and describe the risk management plan:		25
- Conceptualisation and production of radio and television advertisements for a particular campaign, event or programme as per the specific requirements provided by the Gauteng Office of the Premier. (=5 points) - Print Media advertisements are to be designed for a particular event or advocacy programme as per the specific requirements provided by the Gauteng Office of the Premier. (=5 points)	5 5	

Conceptualization and implementation of outside media advertising i.e. mobile, static and digital billboards. (=5 points)	5	
Conceptualization and implementation of specialist social networking services in order to create a solid presence for the Gauteng Office of the Premier with regard to a specific programme or campaign on social media platforms. (=5 points)	5	
Media buying in all major Regional and National Newspapers, radio, television stations and billboards as per the specific requirements provided by the Gauteng Office of the Premier. (=5 points)	5	
No contingency plan (=0 point)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Category 2: Content Development

Table 5: Functionality/Desktop/ Technical Evaluation Criteria

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
1. CAPACITY AND CAPABILITY OF THE COMPANY		50
Experience in conceptualising, research, writing, editing and negotiations with media houses (provide reference letters in the bidder's name on the client's letter head, signed and dated containing proof of work done stating the period the service was rendered.		
• 5 and above years reference letters (=50 points)	50	
• 4- years references letters (=30 points)	30	
• 3-2 years reference letters (=20 points)	20	
• 1 year reference letter (=10 points)	10	
No Letter (=0 points)	0	
Provide an example of content that was developed for a client/s e.g. Published articles, Edited and Proof read publications such as Annual Reports with a reference letter from the client.		5
▪ Example (5)	5	
• No example (0)	0	
Indicate through the CVs indicating qualification in translation services, or major studies in the relevant languages and the ability to translate the following languages:		5
▪ Translation services in English, seSotho, Afrikaans, IsiZulu and Sign Language. (=5 points)	5	
▪ No translation services in English, North Sotho, Afrikaans, IsiZulu and Sign Language. (=0 points)	0	
Human Resources capacity		25
N.B: Staff composition of project team: CVs indicating experience in content Development and any of the		

following communication, media studies, Project Management and Public Relations must be attached.		
5 or more (CVs and portfolio of evidence reflecting experience in content development and any of the following: Communication, Project management, Public Relations and Media studies) (=25 points)	25	
4-3 CVs and portfolio of evidence reflecting experience in content development and any of the following: Communication, Project management, Public Relations and Media studies) (=15 points)	15	
2-1 (CVs and portfolio of evidence reflecting experience in content development and any of the following: Communication, Project management, Public Relations and Media studies) (=10 points)	10	
No CVs (=0 points)	0	
2. Project Methodology Project Plan outlining the following: Content Conceptualisation, Research / Development as per the following deliverables:		15
	5	
Align with social media programs that ensure appropriate messaging is executed online to support corporate goals, incorporating Facebook, Twitter, TikTok and YouTube. (=5 points)	5	
Work closely with colleagues to develop and post content to online platforms. (=3 points)	3	
Manage and edit content to ensure proper communication of messages. (=2 points)	2	
No Project Plan outlining the content conceptualisation, Research/ Development (= 0 points)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Category 3: Media Monitoring

Table 6: Functionality/Desktop/ Technical Evaluation Criteria

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
1. CAPACITY AND CAPABILITY OF THE COMPANY		
N.B: Staff composition of project team: CVs indicating experience in Media Monitoring and any of the following: Media, Public Relations and Journalism must be attached.		50
5 or more (CVs and portfolio of evidence reflecting experience in Media Monitoring and any of the following: Media, Public Relations and Journalism) (= 50 points)	50	
4-3 (CVs and portfolio of evidence reflecting experience in Media Monitoring and any of the following: Media, Public Relations and Journalism) (=25 points)	25	
2 (CVs and portfolio of evidence reflecting experience in Media Monitoring and any of the following: Media, Public Relations and Journalism) (=20 points)	20	
1 (CVs and portfolio of evidence reflecting experience in Media Monitoring and any of the following: Media, Public Relations and Journalism) (= 15 points)	15	
Submit One (1) reference letter/ testimonial not older than five (5) years on the client's official 'letterhead", duly signed by the authorized company official, and a company Profile demonstrating a Track record on Online Broadcasting and Live Streaming (=10 points)	10	
No contactable reference (0= points)	0	
Project Methodology		25
Project Plan outlining the following:(25)		
Data on media practice to advocate for better coverage of GPG issues. (=9 points)	9	
Concrete figures to monitor and evaluate the performance of media and media campaigns. (=8 points)	8	

Over a certain time period, ascertain the kind of coverage received and the dominant media messages. (=8 points)	8	
No project plan (=0 points)	0	
Contingency plan (25) Identify the risks that may prevent the implementation of deliverables and describe the risk management plan:		25
Data on media practice to advocate for better coverage of GPG issues. (=9 points)	9	
Concrete figures to monitor and evaluate the performance of media and media campaigns. (=8 points)	8	
Coverage received over a certain time frame and dominant media messages (=8 points)	8	
No contingency plan (=0 points)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Category 4: Digital Communication and Marketing (Website, Twitter, Facebook, Instagram, Youtube, Tiktok, LinkedIn and Livestreaming Services)

Table 7: Functionality/Desktop/ Technical Evaluation Criteria

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
1. CAPACITY AND CAPABILITY OF THE COMPANY The service provider must submit the Track record of a signed reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company official demonstrating experience in Online Broadcasting and Live Streaming		30
Submit five (5) and more reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company	30	

official demonstrating experience in Online Broadcasting and Live Streaming (= 30 points)		
Submit four (4) reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company official demonstrating experience in Online Broadcasting and Live Streaming (= 25 points)	25	
Submit three (3) reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company official demonstrating experience in Online Broadcasting and Live Streaming (= 20 points)	20	
Submit two (2) reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company official demonstrating experience in Online Broadcasting and Live Streaming (= 15 points)	15	
Submit One (1) reference letters/ testimonials not older than five (5) years on the client's official 'letterhead', duly signed by the authorized company official demonstrating experience in Online Broadcasting and Live Streaming (=10 points)	10	
No contactable reference (0= points)	0	
2. QUALIFICATION AND EXPERIENCE OF PROJECT MANAGER AND TECHNICIAN/ SOUND PERSON The service provider is expected to provide detailed CVs of the proposed Project Manager, Technician/Sound person indicating their qualifications, skills, and experience in Online broadcasting and live streaming N.B: Staff composition of project team: CVs indicating experience in Online broadcasting and live streaming in any of the following: Online Broadcasting and Live Streaming must be attached. CVs must be labelled clearly to identify the Project Manager, Technician/ Sound Person. Failure to provide the information will lead to no points allocated		
<u>QUALIFICATION: Project Manager (16= points)</u> Postgraduate/ NQF level 6 qualification in any of the following fields:		16

• Online Broadcasting (= 8 points)	8	
• Live Streaming (= 8 points)	8	
• No qualification (= 0 points)	0	
<u>EXPERIENCE: Project Manager (20)</u>		
5 years or more experience in any of the listed fields		20
• Online Broadcasting (= 10 points)	10	
• Live Streaming (= 10 points)	10	
• No Experience in any of the listed fields (= 0 points)	0	
QUALIFICATION of Technician/ Sound person in any of the listed fields:		4
• Online Broadcasting (= 2 points)	2	
• Live Streaming (= 2 points)	2	
• No Qualification of any of the above-listed fields (= 0 points)	0	
EXPERIENCE of Technician/ Sound person in any of the listed fields:		
5 years or more experience in any of the listed fields		5
• Online Broadcasting (= 3 points)	3	
• Live Streaming (= 2 points)	2	
• No experience of any of the above-listed fields (= 0 points)	0	
3. EQUIPMENT TO BE USED FOR ONLINE BROADCASTING AND LIVE STREAMING		15
• Equipment to be used for Online Broadcasting and Live Streaming: Technical equipment (15 = points)		
• Cameras (5D) (= 10 points)	10	
• Mixing desk (with multiple mixing channels) (= 5 points)	5	
• No equipment to be used for online Broadcasting and Live Streaming (Cameras 5D) and Mixing desk (with multiple mixing channels (=0 points)	0	

4. PROJECT METHODOLOGY		10
Project Plan outlining the following:		
Digital Platforms and Live Streaming services		
The service provider must submit a comprehensive Digital Platforms Live Streaming services and a detailed Project Plan Methodology covering how the services will be executed in respect of the Gauteng Digital Platforms		
Compressive methodology covering Digital Platforms Live Streaming services (= 10 points)	10	
No Comprehensive Methodology covering Digital Platforms Live Streaming services (=0 points)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Preference to be given to black youth ownership and black township ownership

Category 5: Communication Research

Table :8 Functionality/Desktop/ Technical Evaluation Criteria

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
1. CAPACITY AND CAPABILITY OF THE COMPANY:		50
TRACK RECORD: Bidder must submit a proven track record not older than five (5) and more years in conducting research, the size of the surveys with contactable details on the client's official letterheads duly signed by the authorized company official.		
5 and more years of proven track record not older than five (5) years in conducting research, the size of the surveys with contactable details on the client's official letterheads duly signed by the authorized company official. (= 50 points)	50	

• 3-4 years proven track record not older than five (5) years in conducting research, the size of the surveys with contactable details on the client's official letterheads duly signed by the authorized company official (= 25 points)	25	
• 1-2 years proven track record not older than five (5) years in conducting research, the size of the surveys with contactable details on the client's official letterheads duly signed by the authorized company official. (=15 points)	15	
• No proven track record not older than five (5) years in conducting research, the size of the surveys with contactable details on the client's official letterheads duly signed by the authorized company official. (=0 points)	0	
QUALIFICATIONS: Project manager Master's degree or Research qualification at NQF level 9 or equivalent (PhD will be an added advantage). The field of study for the team leader can be in any of the following fields:		10
• Social Sciences • Development Studies • Public Administration management • Monitoring and evaluation • Public Policy	10	
No Qualification (= 0 points)	0	
EXPERIENCE: Project Manager Lead role in conducting research in • Social Sciences • Development Studies • Public Administration management • Monitoring and evaluation • Public Policy		5
Six (6) or more lead roles in conducting research in areas projects/papers in the last five years.	5	
Five (5) lead roles in conducting research in areas projects/papers in the last five years.	3	
Three to four lead roles in conducting research projects/papers in the last five years	2	

Two to One lead roles in conducting research projects/papers in the last five years	1	
No experience (= 0 points)	0	
QUALIFICATIONS: Team members Honours degree or equivalent at NQF level 8 Team members can have any of the following qualifications:		10
• Social Sciences • Development Studies • Public Administration management • Public Policy • Monitoring and Evaluation	10	
• No Qualification	0	
EXPERIENCE: 2x Team members		5
Team members participated in similar research where he/she was part of a research team in the last three (3) years (= 5 points)	5	
Team members participated in similar research where he/she was part of a research team in the last two (2) years (= 3 points)	3	
Team members participated in similar research where he/she was part of a research team in the last one (1) year (=2 points)	2	
Team members have no experience in similar research (=0 points)	0	
2. UNDERSTANDING THE RESEARCH		20
Understanding of the research process:		
• Design (=5 points)	5	
• Methodology (=5 points)	5	
• Analysis (=5 points)	5	
• Presentation (=5 points)	5	
• Ability to explain and justify the methodology and the design of research instruments within the context of the proposed survey/ research (=20 points)	20	

Demonstrate understanding of sample recruitment, to ensure that it is representative of the Gauteng population i.e., indicate what the margin of error is (=15 points)	15	
No understanding of the research process, Ability to explain and justify the methodology and the design of research instruments within the context of the proposed survey/ research and not demonstrate understanding of sample recruitment, to ensure that it is representative of the Gauteng population i.e., indicate what the margin of error is (=0 points)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

Category 6: Community Mobilisation / Postering / Distribution

Table 9: Functionality/Desktop/ Technical Evaluation Criteria

DESCRIPTION	POINTS ALLOCATED	TOTAL POINTS
3. CAPACITY AND CAPABILITY OF THE COMPANY:		50
TRACK RECORD: Bidder must submit a proven track record not older than five (5) and more years in conducting community mobilisation, postering and distribution with contactable details on the client's official letterheads duly signed by the authorized company official.		
5 and more years of proven track record not older than five (5) years in conducting community mobilisation, postering and distribution with contactable details on the client's official letterheads duly signed by the authorized company official. (= 50 points)	50	
4-3 years proven track record not older than five (5) years in conducting community mobilisation, postering and distribution with contactable details on the client's official letterheads duly signed by the authorized company official (= 25 points)	25	
2-1-year proven track record not older than five (5) years in conducting community mobilisation, postering and distribution with contactable details	15	

on the client's official letterheads duly signed by the authorized company official. (=15 points)		
No proven track record not older than five (5) years in conducting conducting community mobilisation, postering and distribution with contactable details on the client's official letterheads duly signed by the authorized company official. (=0 points)	0	
QUALIFICATIONS: Stakeholder engagement or Community Engagement Bidder must have a minimum of a one year qualification in project management/ Communication/ Events Management/ Public Relations copies of qualifications must be attached to the proposal as proof. Functionality points will be forfeited should proof not be attached. The field of study for the team leader can be in any of the following fields:		10
Communication	2	
Project management	2	
Events management	2	
Public Relations	2	
Service Delivery interface	2	
No Qualification (= 0 points)	0	
EXPERIENCE: Project Manager Project Manager must have a minimum of three (3) years' experience in similar community mobilisation / postering / distribution		5
Six (6) or more lead roles in conducting conducting community mobilisation, postering and distribution in areas projects/papers in the last five years. (=5 points)	5	
Five (5) lead roles in conducting conducting community mobilisation, postering and distribution in areas projects/papers in the last five years. (=3 points)	3	
Three to four lead roles in conducting conducting community mobilisation, postering and distribution in the last five years (=2 points)	2	

Two to One lead roles in conducting community mobilisation, postering and distribution in the last five years (=1 point)	1	
No experience (= 0 points)	0	
EXPERIENCE: TEAM MEMBERS Team members must have a minimum of one (1) year experience in event management or similar events (as outlined in the Annexures).		5
• Communication	1	
• Project management	1	
• Events management	1	
• Public Relations	1	
• Service Delivery interface	1	
• No Experience (= 0 points)	0	
Team members participated in similar work where he/she was part of a team conducting community mobilisation, postering and distribution in the last three (3) years (= 5 points)	5	
Team members participated in similar work where he/she was part of a team conducting community mobilisation, postering and distribution in the last two (2) years (= 3 points)	3	
Team members participated in similar work where he/she was part of a team conducting community mobilisation, postering and distribution in the last one (1) year (=2 points)	2	
Team members have no experience in similar projects (=0 points)	0	
4. UNDERSTANDING COMMUNITY MOBILISATION, POSTERING AND DISTRIBUTION		30
Understanding of the mobilisation process:		
• Sample of Marketing and communication strategy (=2 points)	2	
• Budget monitoring plan (=2 points)	2	
• Resource Plan (Equipment, material and labour (=2 points)	2	

• Stakeholder Management Plan (=2 points)	2	
• Ability to explain expectations within the context of the scope of work (=2 points)	2	
I. Demonstrate understanding of the TOR's (=5 points)	5	
II. Demonstrate understanding of the Implementation plan within time frames (=5 points)	5	
III. Demonstrate understanding of the Budget (=5 points)	5	
IV. Demonstrate understanding of the Report (=5 points)	5	
• No understanding of the process, Ability to explain and justify expectations within the context of the scope of work and not demonstrate ability to deliver on expectations as stipulated in the deliverable (=0 points)	0	
Total Points: Functionality Evaluation Criteria 100		100
Minimum Threshold: Functionality Evaluation Criteria 70		

A bidder that scores less than 70 points out of 100 points in respect of functionality will be regarded as non-responsive and will be disqualified.

STAGE 2: PREFERENCE POINTS

The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be adjudicated in terms of an 90/10 preference point system in terms of which points are awarded to bidders based on:

Preference Points breakdown:

AREA	POINTS
Price	0.00
Specific Goals	10

A tenderer must submit applicable returnable documents as stipulated below to be awarded

Specific Goals	Points	Evidence required	Suppliers Points Claimed (points will be verified)
Black People living with disability Ownership Enterprise	5	Copy of a Medical Certificate that is stamped by a medical practitioner	
Black Township owned Enterprise	5	Municipal statement for rates and taxes/proof of address/ letter confirming address from the Ward Councillor	

- A tenderer failing to submit supporting documents for the specified goal/s as per the above Table will not be disqualified but shall score 0 (zero) points out of 10 (ten) for a specific goal.

Points for race-black women, disability and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allocated for the goal.

14. PROPOSAL SUBMISSIONS

The service provider is advised to submit one original proposal, one softcopy in a USB, and must be in a sealed envelope marked “appointment of a pre-qualified list of communication services to Gauteng Provincial Government (GPG) Departments and Entities for a fixed period of three (3) years”

15. NON-COMPULSORY BRIEFING SESSION

The non-compulsory briefing session (online, Microsoft Teams) for this tender will be held (7 days from the date of advertisement) from 10h00 to 11h30. Microsoft Link will be provided. [Click here to join the meeting](#)

All bids/tenders must be deposited in the Tender Box at the following address: Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

Bids/tenders must be deposited in the Tender Box on or before the closing date and time. Bids submitted after the closing date and time will not be accepted.

Bids/tenders submitted by email and/or facsimile will not be accepted.

16. CONTACT DETAILS

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to Ms Roshini Amrani, **Email address:**

roshini.amrani@gauteng.gov.za, **Cell no.:** 082 815 8773

Technical/Content enquiries: Content-related enquiries should be directed to:

Ms Sixolisiwe Ngele, Email address: Sixolisiwe.Ngele@gauteng.gov.za,

Cell no.: 078 182 1403



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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

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

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

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

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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30. Applicable law
31. Notices
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33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)



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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

[TICK APPLICABLE BOX]

☐	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. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.



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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	10

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)



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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

☐	Partnership/Joint Venture / Consortium
☐	One-person business/sole propriety
☐	Close corporation
☐	Public Company
☐	Personal Liability Company
☐	(Pty) Limited
☐	Non-Profit Company
☐	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



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- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	