

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME		
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
Gauteng Department of Economic Development, Umnotho House, 56 Eloff Street, Marshalltown, Johannesburg										

Notes:

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

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

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

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

The Tendering System

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 from 10:00 to 13:00. Kindly follow our social media platforms/etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

Request for Proposal

Page 2 of 4

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.	



Provincial Supply Chain Management

Request for Proposal

Page 3 of 4

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

OR

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



Provincial Supply Chain Management

Request for Proposal

Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

POPI ACT

AGREEMENT AND CONSENT DECLARATION

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

(“THE SERVICE PROVIDER/COMPANY”)

1. INTERPRETATION

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

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

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

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

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

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

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

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

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

WHEREAS IT IS AGREED THAT

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

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

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

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

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

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

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

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

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

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

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

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

The bid must be deposited or posted;

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	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	
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- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	Page 2 of 3

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

YES		NO	
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- 2.2.1 If so, furnish particulars:

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

YES		NO	
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- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

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

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Bid Commitment and Declaration of Interest	Page 3 of 3

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

Page 1 of 3

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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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 2 of 3

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—

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

INVITATION TO PARTICIPATE IN A PANEL OF SERVICE PROVIDERS TO LOCATE GLOBAL BUSINESS SERVICES (GBS) HUBS IN GAUTENG PROVINCE TOWNSHIPS FOR THE GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT FOR 3 YEARS.

GBS Panel of Operators Terms of Reference (TOR)	Gauteng Department of Economic Development	Page 1 of 20
Sector & Industry Development		Accounting Officer: HOD Mr. Blake Mosley-Lefatola

1. INTRODUCTION / REQUEST FOR TENDER

As part of the Growing Gauteng Together 2030 framework embarked upon by the 6th Administration, the Gauteng Department of Economic Development (GDED) continues to facilitate and promote economic activity across the Gauteng City Region (GCR). It is of utmost importance for the GDED to be able to locate Global Business Services (GBS) operations in the townships where there's a high unemployment rate, especially for youth. The GBS is widely identified as a key sector that can create employment opportunities. As a result of the challenge of unemployment especially amongst the youth, this sector has the potential to create jobs in the townships of Gauteng.

Therefore, GDED wishes to establish a panel of service providers/operators to assist the Department with its commitment to developing the township economy by locating their operations in townships for the next three (3) years by establishing GBS Hubs in the Townships. By locating GBS operations in the townships, this will not only unlock the capabilities amongst the youth to support the development of key industries within the province but also ensure the growth of the township economy.

Further hereto government advocates for structural transformation of the economy through economic participation of “black people” including marginalized groups which are women and people living with disabilities. This promotes economic inclusion which requires proposals submitted for this project to be compliant with the Broad-based Black Economic Empowerment (B-BBEE) policy that aims to promote economic inclusion and improves the representation of black people in the province's economy. This can be but not limited to proposals that demonstrates black ownership, management control, skills and socioeconomic development, enterprise and supplier development wherein suppliers and contractors who are owned and/or managed by black people are prioritised. This helps to create economic opportunities for black-owned businesses and enables them to grow and thrive.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

2. BACKGROUND INFORMATION

The sector has been identified because of its potential for job creation. South Africa provides a cost-effective offering to international companies through a large pool of skilled labour, compatible language, accent preferences, government support, and fast-improving infrastructure growth.

Gauteng Provincial Government recognizes that transforming the economy requires the significant participation and meaningful inclusion of people in areas of deprivation prioritizing “townships” into the mainstream economy of the province. One of the challenges faced by the employees in this sector is that most of the people who work at the call centers are people from the townships, and most of these jobs are situated in cities and towns i.e. (Midrand, Centurion, and Sandton, etc) and they spend a lot of money commuting from the townships. GDED aims to appoint a panel of service providers to locate their operations in the townships to address this challenge and also create opportunities for unemployed youth.

The Gauteng Provincial Government (GPG), through the GDED, continues to facilitate and promote economic growth and development in the province. The “Growing Gauteng Together 2030” strategic goals, specifically include driving spatial and economic transformation, particularly in the townships by creating and facilitating employment for all classes of unemployed and disadvantaged citizens. It focuses on the coordination of industrial initiatives so that these initiatives are geared toward products and services required by the 10 high-growth sectors.

The GDED has identified the GBS sector as one of the 10 high-growth sectors. It is a game changer in the province that can create a multitude of job opportunities for unemployed youth. The government’s commitment seeks to focus on enhancing an inclusive economy while improving competitiveness. Nationally, the GBS sector is one of the eleven (11) priority sectors identified by the Industrial Policy and Action Plan (IPAP) and one of the ten (10) high-growth sectors identified by the Gauteng Provincial Government War Room on Jobs and Economy.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HOD
Custodian: Economic Planning		

GDED has identified some of the available sites to be utilized and will continue to identify more sites to be used for GBS operations in townships. It is on this basis that the GDED is calling GBS operators to work with them to create township GBS opportunities in Tier 2 (sites closer to the townships like Wynberg and Nasrec) and Tier 3 areas (sites in the townships i.e. Jabulani, Amandla safe hub, etc). GDED is also in the process of developing a GBS Incentive framework for operators who will be locating their services in these areas.

3. SCOPE OF WORK

This scope of work calls for the broad spectrum of Global Business Service namely: Business Process Outsourcing (BPO), Knowledge Process Outsourcing (KPO) and Information and Technology Outsourcing (ITO) approach with a focus on the provision of GBS Hubs development, Work-From-Home (WFH) opportunities, Job Creation, township economy development by setting up operations located in townships. Bidders that wish to respond to this opportunity must be able to provide the following services:

Required Services from the Service Provider / Operator

- 1) Working/collaborating with GDED to create job opportunities in the townships focusing on unemployed youth.
- 2) Establishing GBS Hubs in townships while leveraging on available physical infrastructure facilities both in the private and public sector identified by the panel member and GDED should there be any that are readily available.
- 3) The GBS Hub / Site identified by GDED / operator must meet the requirements for a Township GBS Hub as per the feasibility study that was done to develop GBS Hubs into a township by looking at (Security, ICT infrastructure, load-shedding, accessible transport for agents.
- 4) To identify one GBS SMME to assist through their Enterprise Development Programme using the list of GBS SMME's identified by GDED.
- 5) Provide skills and competencies of the GBS Talent Pool in Gauteng townships.
- 6) Provide training to unemployed youth and also be willing to use other government databases e. g Tshepo 1 million for recruitment.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

- 7) Providing a quality service professionally, for undertaking and managing the requested services, as well as being able to apply best practices and adhere to international trends to guide the work from brief to execution and reporting.
- 8) Ensure the establishment of strong partnerships with the community where the project will take place.
- 9) The panel of service providers should be able to identify key stakeholders that have an interest in the establishment of GBS operations in the townships.

What will GDED offer?

- Provide incentives/training stipends to identified operator/s to train unemployed youth in one of the identified sites (incentives will be based on the sites identified i.e. (Tier 1, Tier 2, or Tier 3).
- Provide financial support / non-financial support to the service provider depending on the needs specified on the response agreed between GDED and the service provider.
- Identify GBS sites in the townships (any of the 5 corridors) to locate their operations (with the aim of renovating/refurbishing the building, if it is government-owned OR the 3rd party/property owner can renovate depending on the negotiations with the GBS Operator that will be locating the operations).
- Work with the service provider to create new sustainable job opportunities for youth where GBS Hubs will be established.
- make sure that unemployed youth are aware of the upcoming opportunities within the GBS Sector by engaging them in all structures.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

Table 1: GBS TIER CLASSIFICATION

Tier 3 GBS sites	These are the sites that are inside the townships and closer to unemployed youth and they might not require transport fees to get to their workplaces.
Tier 2 GBS sites	These sites are closer to the townships and easily accessible when using public transport but also NOT in the suburbs and they are mostly on the border of townships e.g. Wynberg, Nasrec, etc.
Tier 1 GBS sites in	These are the sites mainly in the Central business districts where most call centers are currently situated i.e. Randburg, Sandton, and Midrand. Most employees normally take 2 taxis to commute from the townships to these mentioned sites.

4. EXPECTED DELIVERABLES

During the process of the implementation, the appointed panel of service providers will be required to produce a detailed plan of how they plan to create sustainable GBS jobs for unemployed youth in townships by focusing on Tier 2 and Tier 3 areas (Tier 1 will also be considered but incentive will not be the same as Tier 2 and Tier 3).

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

- Create job opportunities for unemployed youth in one of the 5 corridors of Gauteng.
- Provide a detailed training process that will be used by the Service Provider.
- Refurbish the identified/suitable site to be used for the establishment of the GBS hub according to specifications highlighted in the feasibility study.
- Provide the GBS SMME strategy that will be used to support emerging GBS operators
- Provide a GAP analysis to successfully implement such a strategy.
- Provide the selection process (for recruitment) that will be used by the appointed operator and must be willing to align with Tshepo 1 million.
- Provide a detailed plan for the reasonable timelines to realize the jobs.
- Identify the risk identified and the mitigation plans.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HOD
Custodian: Economic Planning		

- Provide a detailed incentive ask or any support required from the GDED to enable your job creation plan.
- Offer monitoring and evaluation for the duration of the contract which will include progress updates, overall progress of the beneficiaries, close-out reports, etc.
- Report the progress of the project to the GDED as and when required.
- Provide a portfolio of evidence based on the progress achieved.
- A comprehensive GBS Skills Development strategy for GDED.

It is worth mentioning that even though these are the expected deliverables, the implementation plan and Service Level Agreement that will be guided by the department will determine the key performance indicators for each financial year. Furthermore, before appointing the service provider, the department will conduct a thorough assessment of the potential service provider which will include site visits to determine the suitability of the service provider to assist the department in achieving its objectives.

5. DELIVERABLES AND BID PROPOSAL

Over the 3 years, there will be various GBS panels of operators appointed with different strategic objectives. The deliverables will be project-specific and the requirements will be identified for each of the site identifications as and when they arise. Bidders must therefore be able to render services, depending on the GDED's needs of the specific HUB identified.

6. REQUIREMENTS

The Service Provider should provide the following:

- Detailed Project proposal which comprises the following:
 - ✓ Clear methodology and Implementation plan with adherence to the requested timelines for programme execution
 - ✓ Provide a detailed Stakeholder Engagement Plan
 - ✓ Produce a professional comprehensive report on the job creation strategy in the GBS sector inclusive of the Data Annotation Strategy in Gauteng

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

- ✓ Provide GDED with a mitigation plan if shortfalls are experienced during the implementation of the programme
- The financial proposal with the following:
 - ✓ Detailed cost breakdown of the training and certification for each candidate
 - ✓ Cost breakdown for job placement of each candidate upon completion of the training(s).
- The following must be submitted for each of the proposed team members:
 - ✓ Detailed CV indicating qualifications, previous experience as well as 3 letters of reference (references must be contactable).
 - ✓ Certified copies of qualifications.
- The service provider should provide value-adding initiatives/ recommendations in respect of achieving enhanced results in the provision of the Global Business Services Sector

6.1. Experience of the Service Provider:

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

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

6.2. Team members Qualifications

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

Roles*	Qualifications	Experience
Lead expert	Master's degree Advantage Requirement: Bachelor of Commerce degree in Engineering/Economics/Business Management or equivalent qualification as recognized by SAQA.	Minimum: At least 10 years of related experience within the GBS/ICT, of which at least 5 years must be at the management level
Project manager	Minimum: Any related undergraduate degree Advantage: Tertiary qualification in project management	Minimum: at least 7 years experience in Project management and must have Successfully managed and completed 3 projects
Additional skills and competencies	- Extensive skills in GBS and ICT capacity building and or related fields - Accredited Training Service Provider by the Services SETA or MICT SETA or any relevant to the GBS Skills	Minimum 3 year

*** One team member can have at most two of the roles indicated.**

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

6.3. Confirmation of Experience, Qualification and Availability

- Confirmation of experience, qualification, and availability
 - ✓ GDED reserves the right to verify all qualifications through the South African Qualifications Authority and to verify experience indicated on CVs with third parties.
- Past Performance
 - ✓ The past performance of bidders in executing similar projects will be evaluated using the references supplied by bidders as well as any other information available to the panel.
- Project management
 - ✓ The bid proposal submitted by the bidder must include a detailed project plan. The start of the project will depend on the GDED procurement process. The total duration of the project as indicated in the bidder's proposal is binding (except for delays due to circumstances beyond the bidder's control).

7. PROJECT RESPONSIBILITY

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

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

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

8. TIMEFRAMES

The Panel of Operators for GBS will be implemented within the duration of a maximum of 36 months from the date of project commencement. This is a 36-month project (contract including VAT) with payment based on a milestone schedule linked to the specific deliverables stipulated above and to be included in the contract for this assignment.

9. CONTRACT MANAGEMENT

The successful Service Provider will be required to enter into a Service Level Agreement (SLA) with GDED.

10. POPIA 4 of 2013

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

11. BID EVALUATION CRITERIA

- **Stage 1A: will be the evaluation of bids on Administration Compliance and**
- **Stage 1B: will be the evaluation of bids on Technical/ Functional Evaluation**

NOTE: The Price and Preferential Points System will not form part of this tender evaluation and will only be performed once the prequalified panel of service providers is established, through a Request for Quotation (RFQ) process, in line with the prescribed SCM guides.

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

STAGE 1A: ADMINISTRATIVE COMPLIANCE

NO	ADMINISTRATIVE REQUIREMENTS	CHECK/COMPLIANCE
1	Submission of request for proposal (RFP) pack, with section 1 with all the pages.	Provided and attached
2	All the Standard Bidding Documents must be completed in full and signed by the Bidders <u>NB! BLANK SPACES ARE NOT ALLOWED AND WHERE AREAS ARE NOT APPLICABLE TO THE BIDDER INDICATE WITH NOT APPLICABLE (E.G N/A)</u>	Fully completed and signed
3	Minimum accreditation: ✓ National Certificate: Contact Centre and Business Process Outsourcing Support (NQF Level 3) SAQA Qualification ID 93997 <i>and/or</i>; ✓ National Certificate: Contact Centre Operations (NQF Level 4) SAQA Qualification 93996 <i>and/or</i>; ✓ National Diploma: Contact Centre Management (NQF Level 5) SAQA Qualification 21792 <i>and/or</i>; ✓ National Certificate: Bookkeeping (NQF Level 3) SAQA Qualification ID 58375 <i>and/or</i>; ✓ National Certificate: Business Administration Services (NQF Level 3) SAQA Qualification ID 67465 <i>and/or</i>; ✓ National Certificate: Project Support Service (NQF Level 3) SAQA Qualification ID 50398.	Provide accreditation certificate as recognized by SAQA
4	In the case of a JV/consortium, the following must be submitted	Proof of consolidated B-BBEE Certificate and scorecard Joint venture/consortium to submit an agreement signed by both parties stating the applicable percentages

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

- **NOTE: Bidders must ensure that the bid document is submitted with all the pages in the RFP pack (Section 1) and all the SBD documents are completed and signed.**
- **Submission of valid SETA Accreditation Certification.**
- **Bidders who do not comply with the aforementioned requirements above will be disqualified.**

OTHER REQUIRED IMPORTANT DOCUMENTS TO BE SUBMITTED BY BIDDERS INCLUDING COMPANIES IN JV/ CONSORTIUM. (NON-SUBMISSION OF THESE DOCUMENTS WILL NOT LEAD TO A DISQUALIFICATION).

Documents that must be submitted	
Registration on the Central Supplier Database (CSD).	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration before submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number. Submit proof of registration.
Tax Compliance Status PIN code must be provided.	This information will be used to verify the tax compliance status of the service provider.
Certified copies of the original IDs of Directors or owners of the company by the Commissioner of Oath that are dated, stamped, signed, and should not be more than 6 months old, for companies with more than 10 Directors at least 5 certified ID copies should be submitted.	

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	
Custodian: Economic Planning		Accounting Officer: HO

Valid CIPC certificates.	Certificates obtainable from the Companies and Intellectual Property Commission (CIPC).
BBBEE Certificate issued by a South African National Accredited System Verification Agency and or Sworn Affidavit.	
POPI Act Declaration Letter/Form.	Fully completed and signed.

Stage 1B: Functionality Criteria

The following criteria will be used:

Evaluation Criteria	Points Allocated
1. EXPERIENCE OF THE SERVICE PROVIDER IN JOB CREATION AND ENTERPRISE DEVELOPMENT PROGRAMME IN THE GBS SECTOR	30
The service provider is expected to provide the following: Proof of a minimum of five (5) years' experience in conducting training in the Global Business Services industry. This must be accompanied by a minimum of five (5) reference letters from clients where the Operator provided similar services that has been successfully completed in the past ten (10) years. Reference letters from previous work done must indicate the following: - the name of the company the work that was done, the type of work that was completed, and the start and completion date, must be signed by a particular end-user of the company, must clearly specify the scope of work and must be on an official letterhead of the company. Failure to submit information as requested above will result in the disqualification of the application. Five (5) reference letters of work done in the past ten (10) years. • 10 x letters of reference from previous/current clients = 30 points • 9 x letters of reference from previous/current clients = 28 points • 8 x letters of reference from previous/current clients = 26 points • 7 x letters of reference from previous/current clients = 24 points • 6 x letters of reference from previous/current clients = 22 points • 5 x letters of reference from previous/current clients = 20 points • 0 - 4 x letter/s of reference from previous/current clients = 0 points N.B Each project must be accompanied by 1 letter.	

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

2. a) EXPERIENCE OF LEAD EXPERT		10
The CV of the Lead Expert who will lead the project for the GBS job creation and skills development programme must be attached for the experience and proven track record to be verifiable through contactable references. a) Experience of the Lead Expert that form part of the team • 15 years of experience and more = 10 points • 13 and 14 years of experience = 9 points • 11 and 12 years of experience = 8 points • 10 years' experience = 7 points • Less than 10 years = 0 points		
b) QUALIFICATION OF LEAD EXPERT		10
Qualification of the Lead Expert (Master's degree Advantage Requirement: Bachelor of Commerce degree in Engineering/Economics/Business Management or equivalent qualification as recognized by SAQA.) that forms part of the team must be certified and not more than 3 months old. • <i>NQF Level 10 PhD in Business Administration = 10 points</i> • NQF Level 9 Masters in Business Administration = 9 points • NQF Level 8 Engineering/Economics / Business Management = 8 points • NQF Level 7 Engineering/Economics / Business Management = 7 points • NQF Level 6 and lower = 0 point		
3. METHODOLOGY AND PROPOSAL		30
The proposal should clearly show how the service provider will achieve the stipulated constructs: Job creation, Skills Development, and SMME Development. a) The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned with the scope of work and the expected outputs/deliverables as outlined in the terms of reference. b) The maximum points a bidder can score in this sub-section is 30 points and the lowest score a bidder can score in this sub-section is zero points. c) This sub-section will be scored in terms of the following 6 criteria: 1. The methodology and implementation plan with clearly defined detailed activities and time-bound; 2. The activities in the methodology are linked to the scope of work and expected deliverables;		
Panel of Operators for Township GBS Hubs		Gauteng Department of Economic Development
Custodian: Economic Planning		

3. The methodology outlines an allocation of human resources for all activities; 4. The timelines for activities and outputs are scheduled appropriately; 5. Provide a Quality Management Plan; and 6. Monitoring and Evaluation Plan. An approach and methodology that meets all the above 6 criteria will be given a full score of 30 points. An approach and methodology that meets any 5 of the above 6 criteria will be given a score of 20 points. An approach and methodology that meets any 4 of the above 6 criteria will be given a score of 10 points. An approach and methodology that meets less than 4 criteria will be given a score of 0 points.	
4.SETA CERTIFICATION	5
The service provider should have valid proof of SETA accreditation-Services SETA / MICT SETA and Related Services Sector Education and Training Authority. Minimum: Accreditation National Certificate: Contact Centre and Business Process Outsourcing Support (NQF Level 3) SAQA Qualification ID 93997 = 5 Points or National Certificate: Contact Centre Operations (NQF Level 4) SAQA Qualification 93996 = 5 Points or National Diploma: Contact Centre Management (NQF Level 5) SAQA Qualification 21792 = 5 Points or National Certificate: Bookkeeping (NQF Level 3) SAQA Qualification ID 58375 = 5 Points or National Certificate: Business Administration Services (NQF Level 3) SAQA Qualification ID 67465 = 5 Points or National Certificate: Project Support Service (NQF Level 3) SAQA Qualification ID 50398 = 5 Points No Relevant Seta Accredited Certificate = 0 Points	
Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development
Custodian: Economic Planning	

5. VALUE-ADDING INITIATIVES	15
The service provider should include any value-adding initiatives/ recommendations in respect of achieving enhanced results in the provision of the Township GBS Hubs programme in the form of a proposal including a signed commitment etc. - Value-adding initiatives submitted with an excellent (more than 2 initiatives plan, with measurable milestones and a timeframe of not more than 36 months) on how the emerging GBS operators will be enhanced – 15 points - Value-adding initiatives submitted with a good (2 initiatives plan, with measurable milestones and a timeframe of not more than 36 months) on how the emerging GBS operators will be enhanced – 10 points - Value-adding initiatives submitted with a satisfactory (at least 1 initiatives plan, with measurable milestones and a timeframe of not more than 36 months) plan on how the emerging GBS operators will be enhanced- 5 points - No Value adding initiatives – 0 points	
Minimum Threshold	70
Total Technical Evaluation Criteria	100

BIDDERS THAT SCORE THE MINIMUM THRESHOLD OF 70 OUT OF 100 WILL QUALIFY TO BE LISTED ON THE PANEL OF SERVICE PROVIDERS TO LOCATE GLOBAL BUSINESS SERVICES (GBS) HUBS IN GAUTENG PROVINCE TOWNSHIPS FOR THE GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT FOR A PERIOD OF 3 YEARS.

SUBMISSIONS OF BIDS

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

NB* NO ELECTRONIC BIDS WILL BE ACCEPTED

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

PROCUREMENT ENQUIRIES :	TECHNICAL ENQUIRIES
Ms. Hlamalani Masetoni Tel: (011) 355 8126 Email: Hlamalani.Masetoni@gauteng.gov.za	Mr. Arnel J. Buthelezi Tel: 061 440 9788 Email: Arnel.Buthelezi@gauteng.gov.za

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Accounting Officer: HO
Custodian: Economic Planning		

Annexure A1

Annexure A1: Proposed Team			
Bidders name			
#	Name of team member	Role (As specified in TOR)	Qualifications (list)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Panel of Operators for Township GBS Hubs	Gauteng Department of Economic Development	Page 19 of 20
Custodian: Economic Planning		Accounting Officer: HOD Mr. Blake Mosley- Lefatola

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



GAUTENG PROVINCE
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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.

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

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	PREFERENCE POINTS CLAIM FORM	Page: 1 of 7

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.



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 2 of 7

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	100

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).



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 3 of 7

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



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 4 of 7

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.



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 5 of 7

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)



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 6 of 7

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 –



Provincial Supply Chain Management

PREFERENCE POINTS CLAIM FORM

Page: 7 of 7

- (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	