GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal **Page 1 of 3**

RFP NUMBER	GT/GDARD/089/2021
RFP DESCRIPTION	Appointment of service provider for the alien vegetation control projects for a period of 36 months

CUSTOMER DEPARTMENT	Gauteng Department of Agriculture and Rural Development
CUSTOMER INSTITUTION	Gauteng Department of Agriculture and Rural Development

BRIEFING SESSION	**Y**		**N**	✔	**SESSION COMPULSORY**		**Y**		**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**		**N**	✔
BRIEFING VENUE	N/A				**DATE**	N/A	**TIME**			
COMPULSORY SITE INSPECTION	**Y**		**N**	✔	**DATE**	N/A	**TIME**	N/A		
INSPECTION ADDRESS	N/A									

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**		**TERM DURATION**	36 Months

CLOSING DATE	27 September 2021	**CLOSING TIME**	11:00

TENDER BOX LOCATION
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.

Notes:

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

The Tendering System

The RFP Pack consists of two parts namely, Section 1 and Section 2. These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

Training sessions

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**
Request for Proposal	**Page 2 of 3**

SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:			CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09	

SIGNATURE OF BIDDER		**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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

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PROVINCIAL TREASURY
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Provincial Supply Chain Management

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	Gauteng Department of Agriculture and Rural Development
CONTACT PERSON	Mr Muthundinne Nethomboni
TELEPHONE NUMBER	011 240 3339
FACSIMILE	N/A
E-MAIL ADDRESS	muthundinne.nethomboni@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Gauteng Department of Agriculture and Rural Development
CONTACT PERSON	Mr Lesley Maphupha
TELEPHONE NUMBER	011 240 3323
FACSIMILIE	N/A
E-MAIL ADDRESS	lesley.maphupha@gauteng.gov.za

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System Page 1 of 1

RFP NUMBER	GT/GDARD/089/2021	CLOSING DATE	27 September 2021
VALIDITY OF RFP	90 Days	CLOSING TIME	11:00

In case of queries, please contact the GPT Contact Centre at tel: 0860 011 000
*GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions.
The goods / services are therefore required by the Customer Department / Institution, as indicated on RFP 01.

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

80/20 **Point System**

Points SHALL be allocated as follows:

80 **Points for** Price

20 **Points for** Preference (B-BBEE)

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**

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 forms RFP 04 to RFP 09 and PREF documents shall be completed, signed and submitted with the bid. RFP 10 (National Industrial Participation Programme Form) will only be added to the RFP pack to be completed by bidders when an imported component in excess of US $ 10 million is expected.

6. A separate RFP 06 form (RFP Price Schedule per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP(not applicable for Pre-qualification of Bidders).

7. Firm delivery periods and prices are preferred. Consequently bidders shall clearly state whether delivery periods and prices will remain firm or not for the duration of any contract, which may result from this RFP, by completing RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

8. If non-firm prices are offered bidders must ensure that a separate RFP 07 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this RFP (not applicable for Pre-qualification of Bidders).

9. Where items are specified in detail, the specifications form an integral part of the RFP document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for Pre-qualification of Bidders).

10. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified" (see the attached specification) (not applicable for Pre-qualification of Bidders).

11. In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).

12. In instances where the bidder is not the manufacturer of the items offered, the bidder must as per RFP 06 (RFP Price Schedule per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for Pre-qualification of Bidders).

13. The offered prices shall be given in the units shown in the attached specification, as well as in RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).

14. With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of RFP 06 (RFP Price Schedule per item) and RFP 07 (Non-Firm Prices per item) (not applicable for Pre-qualification of Bidders).

15. Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on RFP 06 (RFP Price Schedule per item) (not applicable for Pre-qualification of Bidders).

16. Delivery basis (not applicable for Pre-qualification of Bidders):

    (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere.

    (b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a “delivered on site” basis, as specified on RFP 06 (RFP Price Schedule per item).

17. Unless specifically provided for in the RFP document, no bids transmitted by facsimile or email shall be considered.

18. Failure on the part of the bidder to sign any of the forms RFP 04 to RFP 10 and PREF documents and thus to acknowledge and accept the conditions in writing or to complete the attached RFP forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.

19. Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full

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

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.

21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.

22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.

23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.

24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.

25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.

26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).

27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:

- NAME AND ADDRESS OF THE BIDDER;
- THE BID (RFP) NUMBER; AND
- THE CLOSING DATE.

The bid must be deposited or posted;

- posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
- deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.

28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.

29. **Compulsory GPG Contract**: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -

   (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;

   (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;

   (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-of against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;

   (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

   (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS	

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
   * **Delete whichever is not applicable.**

OTHER BIDDERS INVOLVED	

7.

AUTHORISATION	**INDICATE**
Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)	Y ☐ N ☐

8.

DECLARATION	**INDICATE**
Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?	Y ☐ N ☐

PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

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

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

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

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

10.8 If you are presently employed by the state, did you obtainthe appropriate authority to undertake remunerative work outside employment in the public sector?	Y		N	
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).	Y		N	
If no, furnish reasons for non-submission of such proof				

10.9 Did you or your spouse, or any of the company's directors /trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	Y		N	
If YES, furnish particulars				

10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	Y		N	
If so, furnish particulars				

10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	Y		N	
If so, furnish particulars				

10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	Y		N	
If so, furnish particulars				

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

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

DECLARATION

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

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

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

DATE		POSITION	

GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

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

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Declaration of Bidder's Past Supply Chain Management Practices	Page 2 of 2

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ______________________

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Name, Position & Signature of Bidder

DATE:
ADDRESS:

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Special Conditions	Page 1 of 3

RFP NUMBER	GT/GDARD/089/2021
RFP DESCRIPTION	Appointment of service provider for the alien vegetation control projects for a period of 36 months
CUSTOMER DEPARTMENT	Gauteng Department of Agriculture and Rural Development
CUSTOMER INSTITUTION	Gauteng Department of Agriculture and Rural Development

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**	

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
Technical Evaluation Page (34 of 71 to 45 of 71)	100
TOTAL	**100**

NOTE: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated

Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	**100**

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

- **Stage One**– Technical Evaluation
- **Stage Two–** Price and Preferences (B-BBEE)

SUPPLIER JOB CREATION ANALYSIS

Company Name		Date Est.	

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

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

Comments to include:

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

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

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

GAUTENG PROVINCE
AGRICULTURE AND RURAL DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER FOR THE ALIEN VEGETATION CONTROL PROJECT FOR A PERIOD OF 3 YEARS

1. PURPOSE

The Department of Agriculture and Rural Development in the Gauteng Provincial Government (GDARD) seeks to appoint a suitable service provider to clear 8400 hectares of alien invader vegetation and bush encroachment for the benefit of emerging / small scale farmers in order to protect natural resources and maximize the productivity of the farming land and recruit EPWP (Expanded Public Works Programme) participants from the local communities for a period of 36 months. The project seeks to bring under control alien invasive, exotic and bush encroaching vegetation by making use of labour-intensive methods such as mechanical and chemical removal in the following municipalities: Emfuleni Local Municipality, Lesedi Local Municipality, Merafong City Local Municipality, Mogale City Local Municipality, Midvaal Local Municipality, City of Tshwane Metropolitan Municipality and City of Johannesburg Metropolitan Municipality Alien Vegetation Control Project.

2. BACKGROUND

1.1. Problem Statement

Alien invader vegetation and indigenous vegetation bush encroachment species such as bankrupt bush, are associated with the reduction of arable land required for grazing and crop production by farmers and the excessive consumption of ground water. The highly competitive nature of these species results in a loss of biodiversity through the replacement of indigenous vegetation and grass species.

Rationale

The GDARD seeks to bring under control:

- the spread of alien invader vegetation species listed under the NEMBA and its regulations, as well as under the CARA; and
- bush encroachment of bankrupt bush on potential agricultural land.

This is a GDARD EPWP based project designed to assist small holders, emerging farmers and poor land-users/owners with the control of weeds, exotic and alien invasive vegetation in order to maximize food production.

Alien species are defined as per the National Environmental Management: Biodiversity Act 10 of 2004 (NEMBA) as species that are not indigenous; or an indigenous species translocated or intended to be translocated to a place outside its natural distribution range in nature, but not an indigenous species that has extended its natural distribution range by natural means of migration or dispersal without human intervention.

These plants are categorized into three categories, i.e.
Category 1: are those that need to be eradicated immediately.
Category 2: are those that need a permit to have them and they must be controlled and made sure that they do not spread beyond a specified site/area.
Category 3: are those that need to be kept for a specific use and they must be managed and should not be allowed to spread.

The Alien Vegetation Control Project contributes to radical economic and accelerated social transformation.

1.2. Radical Economic Transformation

To enable creation of short to medium term work opportunities coupled with skills development mainly targeting the unemployed women, youth, and persons with disabilities, through the labour-intensive alien vegetation and bankrupt bush control methods.

1.3. Accelerated Social Transformation

To contribute to the social upliftment by providing poverty relief programmes, which include stipend and training opportunities and the promotion of sustainable development and rural township economic revitalization.

1.4. Partnerships

To work with local farmers, municipalities, business, communities and all relevant strategic partners.

1.5. National and Provincial Priorities and Strategies

This project links with the following government priorities:

- National Development Plan (NDP)
- Expanded Public Works Programme (EPWP)
- Transformation, Modernisation and Re-Industrialization Programme (TMR)
- Gauteng Development Strategy (GDS)
- Township Economic Revitalisation Programme (TER)

- Tshepo 1 Million
- Framework of the New Economic Growth Path

3. PROJECT SCOPE OF WORK AND SPECIFICATIONS

3.1 Scope of work

The Project entails the clearing of 8400 hectares infested with alien invader vegetation and bush encroaching vegetation, for the benefit of small scale and emerging farmers, to maintain ecological functioning of natural systems and maximize productivity of potential agricultural land. It also involves the creation of 396 (132 per annum) temporary work opportunities to the local communities for a period of three years. The Project entails that:

- The Service Provider clears invasive alien species as prescribed under NEMBA and Category 1, 2 and 3 Species in terms of the Conservation of Agricultural Resources Act 43 of 1983 (CARA).
- The Service Provider take responsibility for the payment of daily stipends to EPWP participants.
- The Service Provider is to organise and arrange accredited training - courses to be concluded within two months of commencement of the project (training registers will be used to release payment of invoices by GDARD) and all accredited training to conform to South African Qualification Authority (SAQA) and all relevant Sector Education and Training Authority (SETA) requirements.

This tender will be divided into six (6) sites namely:

Year 1: **Six (6) sites**

1. Emfuleni Alien Vegetation Control Project: Tweefontein/Holfontein;
2. Lesedi Alien Vegetation Control Project: Devon;
3. Mogale City Alien Vegetation Control Project: Kaalfontein;
4. Johannesburg Alien Vegetation Control Project: Rietfontein;
5. Merafong City Alien Vegetation Control Project: Welverdiend/Kraalkop/Driefontein; and
6. Lesedi Alien Vegetation Control Project: Nooitgedacht.

Year 2: Six (6) sites

1. Emfuleni Alien Vegetation Control Project: Tweefontein/Holfontein;

2. City of Tshwane Alien Vegetation Control Project: Dewagendrift;
3. Mogale City Alien Vegetation Control Project: Kaalfontein;
4. Johannesburg Alien Vegetation Control Project: Poortjie/Rietfontein;
5. Merafong City Alien Vegetation Control Project: Welverdiend/Kraalkop/Driefontein; and
6. Lesedi Alien Vegetation Control Project: Nooitgedacht

Year 3: Six (6) sites

1. Emfuleni Alien Vegetation Control Project: Tweefontein/Holfontein;
2. Lesedi Alien Vegetation Control Project: Devon/Nooitgedacht and Schikfontein;
3. Mogale City Alien Vegetation Control Project: Kaalfontein;
4. Midvaal Alien Vegetation Control Project: Kalbasfontein;
5. Merafong City Alien Vegetation Control Project: Welverdiend/Kraalkop/Driefontein; and
6. Lesedi Alien Vegetation Control Project: Nooitgedacht.

3.2 Objectives

3.2.1 To clear 8400 hectares of alien invader vegetation (AIV) and bush encroachment in areas of ecological significance and potential agricultural land across Gauteng province for 3 years:

- Year 1-2800 hectares
- Year 2-2800 hectares
- Year 3- 2800 hectares

3.2.2 To create a total of 396 EPWP compliant Work Opportunities (WO) as follows:

- Year 1- 132 WO
- Year 2- 132 WO
- Year 3- 132 WO

3.2.3 To implement the project with EPWP participants employed over a duration of three years as follows::

- Year 1- 230 working days
- Year 2- 230 working days
- Year 3- 230 working days

3.3 Staffing Requirements

- The Service Provider is to recruit 132 EPWP participants from the local area. The candidates should be South African citizens 18 years old or older.
- It is recommended that the demographic profile of those employed be 55% women, 65% youth and 2% people living with disabilities (as per EPWP guidelines and Code of Good Practice and the Ministerial Determination on EPWP Project).
- Pay minimum stipend R150.00 per day for Project Supervisors, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R130.00 per day for Project Health and Safety Officers, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R125.00 per day for Project Health and Safety Representatives, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R130.00 per day for Project Chain Chainsaw Operators, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R125.00 per day for Project Chain Chainsaw Assistants, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R130.00 per day for Project Herbicide Applicators, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R125.00 per day for Project Herbicide Applicators, payment should be inclusive of UIF and COIDA contributions
- Pay minimum stipend R120.00 per day for Project General Workers, payment should be inclusive of UIF and COIDA contributions
- The Service Provider must assign one competent and qualified person with proven project management and alien invasive species control skills, to the project permanently for the entire duration of the project and his/her responsibilities must be as follows:
    - monitor and evaluate the project implementation progress;
    - guide and provide technical advice to project participants (EPWP participants); and
    - administration of the project (timeous collection of time sheets and payment of stipends to project participants, ensure quality service rendered).
- The EPWP participants will not be employees of GDARD. The EPWP participants will be on the Service Provider's payroll for the duration of the Project and therefore any claim (wages, personal protective equipment [PPE] or claims under the Compensation of Occupational Injuries and Diseases Act [COIDA], theft, equipment, loss, risks etc.) encountered, shall be at the expense of the Service Provider.

- The service provider must provide sufficiently qualified and trained personnel and their CV's must be provided to GDARD. The service provider must be able to commence rendering the required services at an effective level on the specified date. Failure to do so will be breach of contract by service provider.

3.4 Training Requirements

The Service Provider must train participants in the identified SAQA/SETA accredited courses as per the Scope of Work outlined in table below (item 5: detailed specification and deliverables).

1.5. Detailed Specification and Deliverables

In order to deliver on the Project, the bidder will need the below prescribed equipment and resources. The service provider is required to render services relating to supply of tools, materials, implementation, and management of the project as per table below:

Performance Area/ Deliverables	Item description	Unit Measure	Quantity		
			Year 1	Year 2	Year 3
Recruitment of Participants	EPWP participants for full duration of the project (excluding replacement of resigned participants). The demographics are as follows; each project site must at least employ 55% women, 65% youth, and 2% people living with disability (as per EPWP guidelines and code of good practice and the ministerial determination on EPWP Project) o Year 1-3	Each Per Person Per Year	132	132	132

Procurement of Resources Needed for the Project	**Herbicides:** Environmentally friendly, selective and registered herbicides to control blue gum trees (Eucalyptus species), wattle (Acacia Mearnsii, Acacia dealbata and Acacia decurrens) bug weed (Solanum mauritianum), bankrupt bush (Seriphium plumosum), Black Iron Bark (Eucalyptus sideroxylon) and Australian Black Wood (Acacia melanoxylon), White/Gray Poplar (Populus) and the herbicides should contain Picloram, triclopyr and Clopayralid, dicamba, glyphosate (active ingredient) and be mixed with manufactures recommended dose of Solvent Refined Mineral Oil (adjuvant) and Eco-friendly Dye; All chemicals to conform to South African Bureau of Standards (SABS) & South African National Standards (SANS). *Mechanical and Chemical Control of woody vegetation Infestation density: 45-65%	Per Hectare Per Year	1120	1120	1120
	Bankrupt Bush Manual Clearing infestation density 35-55%	Per Hectare Per Year	168 0	1680	1680
	Industrial apron, sized 48"L x 36"W	Each Apron Per Year	48	48	48

	Herbicide respirator 140:1998	Each Respirator Per Year	48	48	48
	Knapsack Sprayer including maintenance	Each Knapsack Per Year	24	24	24
	Gloves (pairs): PVC plastic, water and oil resistant	Each Pair of Gloves Per Year	48	48	48
	Mobile toilets (Serviced once a week for entire duration) Standard plastic bucket	Each Toilet Per Year	12	12	12
	1 Ply 500 sheet toilet paper per roll (white)	Each Toilet Roll Per Year	15 180	15 180	15 180
	Transport (22 seater): Trip=40 km for round trip (morning and afternoon)	Per KM Per Year	9200	9200	9200
	Portable drinking water in a 25 litre container with a tap	Per 25 Litre Per Year	1 380	1 380	1 380
	Chainsaw leather gloves: Chainsaw gloves with C.E. Approved hand protection; EN381-7; Class 0, 16m-s Hi-Viz, orange, Very comfortable and durable pig skin with extra padding	Each Pair of Gloves Per Year	96	96	96

	Leather Gloves: -Good quality chrome tanned cow/young buffalo split leather, the leather thickness shall be 1.5-1.8mm, the nylon thread sewing cotton 60 S/6, machine stitched. (2 sets per annum) refer to the contingency plan	Each Pair of Gloves Per Year	264	264	264
	Branded Orange Conti suits (Two Piece) **:** SABS/SANS approved zips, Triple Stitched, Generous Fit, Elasticated Waistband, Belt Loops, Pen Pocket, Reinforced pockets, Extra leg length and Press stud chest pocket (100% cotton). • **Branding:** Screen print/embroidery- GDARD logo on the left and EPWP logo on the right and EPWP wording print at the back of the conti suite jacket**.**	Per Conti Suit Per Year	216	216	216

	• **First Aid Kit in hard plastic box:** with medical supplies bag(at all time), life support emergency kit, alcohol swab, conforming bandages (sizes: 50mm, 75mm,100mm) crepe bandages, burn shields (sizes: 100mm), cotton wool roll 50 gram, CPR mouth piece, first aid dressing no 2,3,5, s/steel forceps, 75mm non sterile gauze swaps, latex examination gloves, non-allergic paper tape, roll adhesive plaster, plaster strips, set safety pins, 15m saline solution, 100mm budget pair of scissors, 190mm rescue blanket, plastic lock on leg splints.	Each Kit Per Year	12	12	12
	• **Industrial chainsaw machines:** • 37cm cutting length, 72,2 cube displacement, 6.2kg weight, 0,68 tank volume, 9.500 speed at maximum power and machine accessories, fuel and maintenance for 230 days	Each Machine Per Year	24	24	24

	Chainsaw pants: Made from ultra-light, extremely breathable pro lite cut protection material (EN 381), Black, special ventilation fabric on the back of the leg, fully elasticated crotch with ProElast, closable pockets, long zip,, reflective areas	Each Pant/Trouser Per Year	96	96	96
	Chainsaw jacket: Made from ultra-light, extremely breathable pro lite cut protection material (EN 381), Black, special ventilation fabric on the back of the leg, fully elasticated crotch with Pro Elast, closable pockets, long zip reflective areas	Each Jacket Per Year	48	48	48

	Forestry (chainsaw) helmet: The tough HDPE helmet shell comes complete with visor, hearing protectors, and sun peak including Neck 6 Point Textile Suspension + 3 different settings to adjust the depth of how the helmet, porous PU coating for maximum sweat absorption. PH neutral, dermatologically tested. Meets and Exceeds ISEA / ANSI Z89.1-2014 Type I with Electrical Insulation – Rated to Class E 2 options for adjustments: Wheel or Slip Ratchet. Ear Muff: Can be adjusted vertically and sideways; ensures good noise exclusion, despite low pressure (ANSI S3.19-1974, 24dB NRR) Visor: Nylon/Metal mesh visor.	Each Helmet Per Year	48	48	48
	Standard hard hats: Plastic with plastic rubber suspension on the inside, Standard SABS/SANS approved	Each Hard Hat Per Year	84	84	84

	Safety goggles: Sturdy, durable OX protective eyewear provider a flexible, polycarbonate construction with over-the-glass coverage. Lightweight and adjustable, OX over-the-glass protective eyewear offering an extended field of vision with wide profile. -Clear lens -Black temples - Polycarbonate lens absorbs 99.9% UV - Meets the requirements of CSA Z94.3-2007 and the High Impact Requirements of ANSI Z87.1-2010	Each Goggle Per Year	216	216	216
	Safety boots (pairs): Upper: Genuine split leather, 5 pair D-Ring lace-up, Padded bellow tongue and collar for comfort Lining: Needle-fibred vamp lining for perspiration absorbency, comfort and stability Steel, Toe cap Double Density PU/PU Sole: Heat-resistant up to 95°C	Each Pair of Boots Per Year	264	264	264
	Re-usable cloth washable mask: - 2 layers of fabric (as per the DTIC (Department of Trade, Industry and Competition) Guidelines & Specifications	Each Mask Per Year	528	528	528

	Liquid hand soap: Sodium laureth sulfate and ammonium lauryl sulfate (to be supplied with water, handling, disposal thereof).	Each Litre Per Year	1 380	1 380	1 380
	Hand Sanitizer, with not less than 70% alcohol must comply to WHO-recommended hand rub formulations	Each 20 Litres Per Year	68	68	68
	Surface Sanitizer, with not less than 70% alcohol must comply to WHO-recommended handrub formulations	Each 20 Litres Per Year	4	4	4
	500ml Refillable clear plastic round trigger spray bottle. The bottle should be ideal for liquid hand sanitizer.	Each 500 ml Bottle Per Year	12	12	12
	Drinking water: 1 litre per person per day	Per Litre Per Year	30 360	30 360	30 360
	• **500 m roll ,75mm Barrier Red and white plastic danger tape**	Each Per Roll Per Year	6	6	6
	Pick head and handle: Plastic handle and 2-sided steel blade on one side and plate on the other side	Each Pick Head & Handle Per Year	54	54	54
	Hoe head and handle: Plastic Stick and Steel blade	Each Hoe Head & Handle Per Year	54	54	54

	Pangas: for bush clearing & general agricultural work. Blade – 2mm carbon steel, straight, length = 356mm / 14” Handle – Polyprop, length = 120mm Total Length – 575mm	Each Panga Per Year	54	54	54
Storage Bag	1-ton hessian bag for tools	Per Bag Per Year	48	48	48
Recruitment and Payment of Stipend		Per Person Per Day Per Year	132	132	132
	Community (from the 132 community participants): Field Manager	Per Person Per Day Per Year	1	1	1
	Community (from the 132 community participants): Chainsaw Operators	Per Person Per Day Per Year	6	6	6
	Community (from the 132 community participants): Herbicide Applicators	Per Person Per Day Per Year	6	6	6
	Community (from the 132 community participants): Health and Safety Officers	Per Person Per Day Per Year	6	6	6
	Community (from the 132 community participants): Project Supervisors	Per Person Per Day Per Year	6	6	6
	Community: Chainsaw Operators	Per Person Per Day Per Year	12	12	12
	Community: Herbicide Applicators	Per Person Per Day Per Year	12	12	12

	Community: Health and Safety Representatives	Per Person Per Day Per Year	6	6	6
	Community: General Workers	Per Person Per Day Per Year	77	77	77
Training	SAQA US ID: 264235 Apply supervisory management principles in an enterprise	Per Person Per Year	2	2	2
	SAQA US ID: 61755 General Education and Training Certificate: Business Practice	Per Person Per Year	2	2	2
	Health and Safety level 1, SAQA US ID Number: 123137: Describe and explain basic safety requirements in a forestry environment	Per Person Per Year	6	6	6
	Chainsaw Operator, SAQA US ID Number: 117071: Fell trees using a chainsaw and machine assistance	Per Person Per Year	48	48	48
	Alien Vegetation Identification/Eradication	Per Person Per Year	132	132	132
	Herbicide Application SAQA US ID Number: 123134: Apply herbicides to noxious weeds	Per Person Per Year	24	24	24
	SAQA US ID UNIT STANDARD TITLE 242811 Prioritise time and work for self and team	Per Person Per Year	-	1	1
	SAQA US ID: 264235 Apply supervisory management principles in an enterprise	Per Person Per Year	1	1	1

	SAQA US ID UNIT STANDARD TITLE 263356 Demonstrate an understanding of an entrepreneurial profile	Per Person Per Year	-	1	1
	SAQA US ID: 61755 General Education and Training Certificate: Business Practice	Per Person Per Year	1	1	1
	SAQA US ID QUALIFICATION TITLE 74269 National Certificate: Occupational Health, Safety and Environment	Per Person Per Year	-	3	3
	SAQA US ID: 264186 Conduct controlled tree felling in various locations	Per Person Per Year	-	3	3
	SAQA US ID: 264274 Apply biological and chemical control of alien invader vegetation	Per Person Per Year	-	3	3
Admin: project management for 6 sites and 132 EPWP participants	Project administration consisting of: Records management: ✓ Attendance registers; ✓ Pay registers; ✓ Time-sheets; ✓ Formal employment contracts; ✓ ID copies; ✓ UIF & COIDA Registration ✓ Pay slips etc. Compilation of statistical reports (Financial & narrative reports etc.) Close-out reports	Per Day Per Year	230	230	230

Implementation/Project Handling Fees	Implementation/Project Handling Fees	Per Day Per Year	230	230	230

4. BID EVALUATION CRITERIA

Bids will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 2000 ("the PFMA"), the Gauteng Department of Agriculture and Rural Development Supply Chain Management Policy, Preferential Procurement Policy Framework Act 5 of 2000, as amended, and the Preferential Procurement Regulations, 2017 ("the PPR").

Stage 1:
Will be the evaluation of bids as follows -

Stage 1A: Compulsory subcontracting condition
Stage 1B: Local production and content
Stage 1C: Administrative compliance (including Mandatory Returnable Documents)
Stage 1D: Functionality Evaluation

NOTE: ***During any of these stages of evaluation, the bidder/s that do not meet the prescribed criteria and minimum threshold/s for functionality will not be considered for further evaluation*.**

Stage 2:
Preference Point System (Price and B-BBEE)
Bids that met all the requirements in Stage 1 will be evaluated in terms of Regulation 6 of the PPR:

- **Price = 80 points**
  - **B-BBEE Status Level of Contributor = 20 points**

4.1 Stage 1A: Subcontracting Condition of Tender

(a) As per Regulation 9(1), 9(2)(d) and 9(2)(f) of the PPR, the Department has decided to impose a sub-contracting condition in that the successful bidder *must subcontract a minimum of 30% of the value of the contract to an EME or QSE which is at least 51% owned by black people who are women and living in rural or underdeveloped areas or townships.*

(b) With regards to the above, the GDARD has, along with this tender, published the list of all suppliers meeting the aforementioned condition, registered with National Treasury. The bidder must select a supplier as subcontractor from this list.

(c) It is the responsibility of the bidder to select one or more competent subcontractors that meet all requirements of the tender, so that the bidder's tender is not disqualified by the non-compliance of a subcontractor when evaluated. The bidder is responsible for all due diligence in respect of its subcontractor. With regards to the Mandatory Requirements to be satisfied and documents to be submitted as Proof of Compliance with the above Compulsory Subcontracting Condition, a bidder must submit the following documents in respect of the sub-contracting party:

ii. Certified copy (not older than 6 month) of a valid B-BBEE Status Level Verification Certificate of the subcontracting party issued by a SANAS accredited verification agency or a valid original Sworn Affidavit issued by the DTIC or the CIPC (Companies and Intellectual Property Commission) or by a commissioner of oaths;

iii. Proof of the residence and/or place of business of the subcontractor, e.g. a statement in respect rates and taxes, not older than 3 months (if a copy of such proof is submitted, the copy must be certified); and

iv. Fully completed and signed SBD 4 of the contracting party.

Note:

- ***A bidder that do not comply with the above requirements will be regarded as non-responsive and will be eliminated.***
- ***Certification as a "true copy of the original" must comply with the requirements as set by the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations.***

4.2 Stage 1B: Local Production and Content

Protective clothing is classified under the textile, clothing, leather and footwear industry/sector for local content, as per Regulation 8(1) of the PPR. Kindly note the following:

(a) Only locally produced goods or locally manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered.

(b) The stipulated minimum threshold percentage for local production and content for the textiles, clothing, and leather and footwear sector is 100%.

(c) If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTIC should there be a need to import such raw material or input;

(d) A certified copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the clothing, textile, and footwear and leather at the DTIC at telephone 012 394 3717/1390 alternatively bidders may contact the clothing, textile, and footwear and leather unit within the Gauteng Department of Economic Development at email: Dumisani.chauke@gauteng.gov.za.

~~(e)~~ The SBD 6.2 as well as well as the Annexure C (published with the tender) must be completed and attached to the tender document.

(f) SABS approved technical specification number **SATS 1286: 2011** and guidance on the calculation of local content together with local content templates are accessible to all potential bidders on the DTIC's official website at no cost.

(g) The cost of verification of local content will be borne by the bidder.

(h) A tender that fails to meet the minimum stipulated threshold for local production and content is an unacceptable tender.

NOTE: Bidders that do not comply with the above requirements will be regarded as non-responsive and will be eliminated

1.3. Stage 1C: Administrative Compliance

4.3.1 Mandatory Returnable Documents

A Bidder must submit:

a) Signed Bid Commitment and Declaration of Interest [SBD 4 (RFP 04)];

b) Preference points claim form in terms of the PPR (SBD 6.1);

c) Declaration Certificate for Local Production and Content for Designated Sectors (SBD 6.2, as well as Annexure C published with the tender);

d) Signed Declaration of Bidder's Past Supply Chain Management Practices [SBD 8 (RFP 04a)];

e) Signed Certificate of Independent Bid Determination (SBD 9);

f) Fully completed Pricing Schedule (total price inclusive of recruitment, project management, procurement of goods and services including applicable taxes) (please refer to Annexure A);

g) Valid Letter of Good Standing or letter for tendering purposes in respect of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA) [for Partnership/Consortium/Joint Venture a valid letter of good standing for tendering purposes in respect of COIDA, must be submitted for each partner];

h) Valid Unemployment Insurance Fund (UIF) Certificate of Compliance or a letter of good standing or proof of registration (certified copy not older than 3 months) [for Partnership/Consortium/Joint Venture a valid UIF certificate of compliance or a letter of good standing or proof of registration, must be submitted for each partner];

i) Valid Pest Control Officer Certificate: Industrial Vegetation and Noxious Weeds as per Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 36 of 1947, issued by the Department of Agriculture, Land Reform and Rural Development~~;~~

j) The bidder's signed Organisational Environment, Health, and Safety Policy; and

k) If the bidder is a trust, partnership, consortium or joint venture (including unincorporated consortia and joint ventures), a teaming agreement signed by all parties to the partnership/ consortium/ joint venture. The agreement must clearly indicate the leading partner and must stipulate the percentage revenue split between the parties.

4.3.2 Other Returnable Documents

A Bidder must also submit:

a) Tax Compliance Status Pin Code;

b) Proof of registration with National Treasury Central Supplier Database (CSD);

c) An original or certified copy of a valid B-BBEE Status Level Verification Certificate issued by a SANAS accredited verification agency or a valid original Sworn Affidavit issued by the DTIC or the CIPC or by a commissioner of oaths; and

d) If the bidder is a trust, consortium, or joint venture (including unincorporated consortia and joint ventures), an original or certified copy of a valid consolidated B-BBEE Status Level Verification Certificate, issued by a SANAS accredited verification agency.

NOTE: THE FOLLOWING B-BBEE VALIDATION REQUIREMENTS

i) A bidder that qualify as an Exempted Micro Enterprise (EME), must submit a valid original Sworn Affidavit (or a certified copy thereof) signed by the EME representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and

Commissioners of Oaths Act 16 of 1963 and the B-BBEE Codes of Good Practice.

ii) A bidder that qualify as a Qualifying Small Enterprise (QSE) and is more than 51% black owned, must submit a valid original Sworn Affidavit (or a certified copy thereof) signed by the QSE representative and commissioned by a Commissioner of Oaths, in line with the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and the B-BBEE Codes of Good Practice.

iii) A bidder that qualify as a Qualifying Small Enterprise (QSE) and is less than 51% black owned, must submit a valid original B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited agency.

iv) In addition, the bidder must submit a valid original Sworn Affidavit (or a certified copy thereof) stipulating that its annual Total Revenue was between R10,000,000.00 (Ten Million Rand) and R50,000,000.00 (Fifty Million Rand) based on its latest Financial Statements/Management Accounts and other information available thereon.

v) Templates of the EME/QSE sworn affidavits may be obtained through the DITC and CIPC websites.

vi) All certified copies of certificates and/or sworn affidavits as "a true copy of the original", must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963 and its Regulations (as promulgated in Government Notice GNR 1258 of 21 July 1972).

vii) A bidder who do NOT qualify as EME/QSE as outlined above, must submit a valid original B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.

viii) A trust, consortium or joint venture (including unincorporated consortia and joint ventures), must submit a valid original consolidated B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.

ix) Public entities and tertiary institutions, must submit a valid original B-BBEE Status Level Verification Certificate (or a certified copy thereof), issued by a SANAS accredited verification agency.

i.e.:

- ***The deponent shall sign the declaration in the presence of the commissioner of oaths (COA);***
- ***Below the deponent's signature the COA shall certify that the deponent has acknowledged that he/she knows and understands the***

contents of the declaration and the COA shall state the manner, place, and date of taking the declaration;

• The COA shall sign the declaration and print his/her full name and business address below his/her signature and state his designation and the area for which he/she holds his/her appointment, or the office held by him/her if he/she holds his/her appointment ex officio.

4.4 Stage 1D: Functionality Evaluation

During this stage, bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered for the second stage of evaluation i.e. evaluation on price and preference points. It must be noted that the functionality points allocated, will not form part of the total preference points.

EVALUATION CRITERIA	REQUIREMENTS	POINTS
Project Implementation Plan including training plan	Project Implementation Plan to include: (1) clear and detailed activity plan; (2) project resources; (3) time frame; and (4) management plan • Project implementation plan including any (4) aspects mentioned above = 35points, • Project implementation plan including any (3) aspects mentioned above = 30 points, • Project implementation plan including any (2) aspects mentioned above = 25 points, • Project implementation plan including any (1) aspect mentioned above = 20 points, • No project implementation plan = 0 points	35

	Skills development and training plan for EPWP participants (this should clearly be integrated into the project implementation plan) Submit letter of intent per course/training with accreditation number issued by relevant Sector Education and Training Authority (SETA) (only accredited courses listed below) • Accredited: Health and Safety level 1, SAQA US ID Number: 123137: Describe and explain basic safety requirements in a forestry environment = 1 point • Non-Accredited: Health and Safety level 1, SAQA US ID Number: 123137: Describe and explain basic safety requirements in a forestry environment = 0 points • Accredited: Chainsaw Operator, SAQA US ID Number: 117071: Fell trees using a chainsaw and machine assistance = 1 point • Non-Accredited: Chainsaw Operator, SAQA US ID Number: 117071: Fell trees using a chainsaw and machine assistance = 0 points • Accredited: Apply biological and chemical control of alien invader vegetation, SAQA US ID: 264274 = 1 point • Non-Accredited: Apply biological and chemical control of alien invader vegetation, SAQA US ID: 264274 = 0 points • Accredited: Herbicide Application SAQA US ID Number: 123134: Apply herbicides to noxious weeds = 1 point • Non Accredited: Herbicide Application SAQA US ID Number: 123134: Apply herbicides to noxious weeds = 0 points • Accredited: Apply supervisory management principles in an enterprise, SAQA US ID: 264235 = 1 point	05

Project Manager, Qualification and Experience (attach CV)	• A Minimum of NQF LEVEL 6 National Diploma or above in Natural Sciences/Environmental Management or higher = 12 points • Minimum of one-year Experience or above in Project Management in the field of Natural Resource Management = 5 points • No Minimum of NQF LEVEL 6 National Diploma /Bachelor's Degree or Equivalent Qualification in Natural Sciences/Environmental Management = 0 points • Any experience less than one year = 0 points	17

Technical and Project Management Skills of Site Based Individuals (attach CVs)	CVs of all people (local already skilled & experienced project team from the community where the project is taking place or nearest community in case the skill is not available in that particular community. This refers to South African citizens only as per the Ministerial Determination on EPWP) employed by the service provider assigned to this project, should be attached to the project plan. (6 sites) <u>Health and Safety Rep</u> • 6×CVs of Health and Safety Rep with accredited certificate and minimum of 1-year experience = 6 points • 5×CVs of Health and Safety Rep with accredited certificate and minimum of 1-year experience = 5 points • 4×CVs of Health and Safety Rep with accredited certificate and minimum of 1-year experience = 4 points • 3×CVs of Health and Safety Rep with accredited certificate and minimum of 1-year experience = 3 points • 2×CVs of Health and Safety Rep with accredited certificate and minimum of minimum of 1-year experience = 2 points • 1×CVs of Health and Safety Rep with accredited certificate and minimum of 1-year experience = 1 point • Non-submission or irrelevant submission or without accredited certificate of CV of Health and Safety Rep and less than 1 year experience = 0 points Maximum points: 6 points <u>Chainsaw Operators</u> • 6×CVs of Chainsaw Operators with accredited certificate and minimum of 1 year experience = 6 points • 5×CVs of Chainsaw Operators with accredited certificate and minimum of 1 year experience = 5 points • 4×CVs of Chainsaw Operators with accredited certificate and minimum	18

Business Relevant Proven Track Record in Alien Vegetation and weeds control NB: Only Job completion certificates or reference letters issued by public bodies such as national, provincial, municipalities or public institutions/ government parastatals will be accepted. No email references will be accepted	Proof of experience and expertise in project management of EPWP Alien Vegetation Project. Relevant signed job completion certificates/ reference letters on the client's letter head indicating the name of the bidder, Project name. Project amount, Project duration, with verifiable references for the jobs/ Project previously undertaken must be attached. • 5 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management=25 points • 4 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management =20 points • 3 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management =15 points • 2 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management =10 points • 1 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management =5 points • 0 Signed Job completion certificates/letters with letterhead and verifiable contacts of EPWP Project completed on alien vegetation and weeds management =0 points • No Signed verifiable contacts on the job completion/letter=0 points	25

TOTAL	**Maximum score for Stage 1B**	**100**
Minimum Threshold	**Note: Bidders scoring less than 70 points will not be considered for further evaluation**	**70**

4.5 Stage 2: Preference Points System (Price and BBBEE)

NB: Bidders must provide a Price Proposal per their selected Deliverable

This stage of evaluation will be scored in terms of Regulations 6(1) and 6(2) of the PPR. Bids will be evaluated in terms of the **80/20** Preference Point System, as follows:

AREAS	POINTS
Price	**80**
B-BBEE Status Level of Contributor	**20**

Points Awarded for Price
In terms of Regulation 6(1) of the PPR, the formula to be used to calculate the points for price is as follows:

A maximum of 80 points is allocated for price on the following basis -

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where
Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

Points Awarded for B-BBEE Status Level of Contributor
In terms of Regulation 6(2) of the PPR, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. GENERAL CONDITIONS OF THE CONTRACT

5.1 Skills, Experience and Management

5.1.1. The service provider shall have both the skill and the experience necessary to undertake the range of tasks set out in this Terms of Reference (ToR).

5.1.2. The service provider must avail qualified and competent personnel to do the work as and when required.

5.1.3. The service provider will be held responsible for ensuring delivery in terms of this ToR. The skills and experience required are as follows:

(a) Must have proven experience in project management in EPWP Project on alien and weeds; and

(b) Must demonstrate the capacity to complete the work within tight timeframes, without compromising quality.

1.2. Confidentiality

1.2.1. The service provider shall not, during the term of the agreement and thereafter, without prior written consent of GDARD, disclose any confidential information relating to GDARD and the services, to anyone other than those persons who are connected to GDARD and/or service provider and who are required or authorised to have access to such information.

1.2.2. The obligation to maintain the confidentiality of information, shall supersede the termination of the agreement, but will not apply to confidential information which was in the public domain prior to being disclosed by the service provider and has come into the public domain other than as a result of being divulged by the service provider.

5.3 Ownership of Material and Intellectual Property

5.3.1 Any information provided by GDARD to the service provider and documentation produced by the service provider in performance of the services, shall belong to and remain the property of the Government of the Republic of South Africa, as represented by GDARD, and will not be used by the service provider for any purpose, other than in accordance with the agreement, or by written permission of GDARD.

5.3.2 Upon termination of the agreement for any reason whatsoever, the service provider must return to GDARD all materials in its possession which belong to GDARD, regardless of whether or not such materials were originally supplied by GDARD to the service provider.

6. TOWNSHIP REVITALISATION

The Township Economy Revitalisation (TER) is the Strategy of the Gauteng Provincial Government aimed at revitalising the economy in townships, through the creation of enabling and supportive environment, establish social and economic value of the township economy, as well as to ensure that the township enterprises become key players in Gauteng. In support of the TER, the successful bidder is required to subcontract to local based enterprises goods (PPE, Hand Tools, Materials etc.) and services such as training, transport, and mobile toilets in compliance with SUPPLY CHAIN MANAGEMENT FRAMEWORK AND COMPLIANCE ASSESSMENT TOOL 2021/22, section 14 “Preferential Procurement” sub-section 14.1, 14.2 and 14.3.

Bidders are required to familiarise themselves with the SUPPLY CHAIN MANAGEMENT FRAMEWORK AND COMPLIANCE ASSESSMENT TOOL 2021/22, section 14 "Preferential Procurement" sub-section 14.1, 14.2 and 14.3 since the principle of sub-contracting attached to this tender will be approached using the framework as the main guideline.

NB: The above clause is not an evaluation requirement but it is a contractual requirement for the successful bidder to enter into a final contract with the department. Bidders are urged to be flexible where possible/necessary as sub-contracting is a highly contested subject in communities/areas where the projects are implemented and often local business forums/structures demand to be considered for such opportunities on the basis that the project/services are delivered in their door step/own communities.

7. CONTRACTUAL ARRANGEMENTS

7.1. Contractual Requirements

7.1.1. The TOR, together with the project proposal, and the associated tender documentation, will serve as an agreement between GDARD and the service provider. However, a further formal contract will be drawn up, detailing all contractual obligations and it will be expected of the service provider to sign such document with GDARD.

7.1.2 ~~The contract will be awarded with the compulsory subcontracting condition, upon appointment the service provider must submit a copy of the subcontracting agreement between the bidder and the subcontractor/s, signed by all the party's representatives and must stipulate the percentage revenue split between the parties.~~

7.1.3. The service provider will report directly and hand over all deliverables to be reviewed and sanctioned, to GDARD's project manager.

7.1.4. Once appointed, an order number will be issued to the service provider, which must be used in all future financial related correspondence.

7.1.5. Payment will be made after completion, review and approval of each deliverable received from the service provider.

7.1.6. The invoice must detail specific activities performed. However, part payment may be considered, on condition that the work has been done and a monthly report has been submitted in accordance with the contract and the specifications.

7.1.7. No up-front payments will be made. GDARD will make part payments on bi-monthly or monthly for satisfactory completion of delivery of goods or services within 30 days of submission of invoice.

7.1.8. The monthly invoice from the service provider must contain all items delivered as per price schedule and should be accompanied by the monthly report, EPWP participant pay-sheets and attendance registers.

7.2. Duties of the Service Provider

- ✓ Recruit EPWP participants to undertake the project.
- ✓ Monitor training of EPWP participants to undertake the project.
- ✓ Procure all equipment needed for the project.
- ✓ Monitor and document skills development of EPWP participants.
- ✓ Manage project day to day activities and operations to achieve set objectives.
- ✓ Maintain the site and assure quality deliverance.
- ✓ Enter into a formal lawful employment contract with each EPWP participant.
- ✓ Appoint a project manager within 14 days from the date of signature.
- ✓ Be responsible for all procurement relating to the project operations, such as for transport, labour and other operational aspects.
- ✓ Procure and administer the handling and usage of harmful/hazardous substances.
- ✓ Submit to GDARD monthly, quarterly, annual progress reports with POE for GDARD to approve and sign-off and a final closeout report at the end of the project.

7.3. Duties of GDARD

- ✓ Identify eligible participants and key stakeholders for the project.
- ✓ Provide technical advice during the implementation of the project.
- ✓ Conduct weekly and monthly site visits for monitoring purposes.
- ✓ Process participants project data and report it on EPWP reporting system.
- ✓ Process Service Provider monthly reports against POE and sign-off.
- ✓ Compile internal monthly project reports and sign-off on invoices.
- ✓ Process payment of accepted goods and services as per signed off report.

7.4 Financial Management

✓ Payments will be made after completion, review and approval of each deliverable received from the service provider - the invoice must detail specific deliverables made.

✓ **GAUTENG PROVINCIAL TREASURY (GPT) ELECTRONIC INVOICE SUBMISSION AND TRACKING**
Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 regulates the Payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder in this regard, if required.

8. GDARD RIGHT

GDARD reserves the right to award the project to one or multiple bidders based on expertise and experience for each project focus area.

9. DURATION

The successful bidder will enter a contract with GDARD clearly stipulating the terms and conditions of the contract and sub-contracting for a 36 months period. The contracted bidder/s will be legally bound to deliver within the set duration.

10. PROJECT BRIEF AND QUESTIONS

No briefing session will be held. The email addresses of Supply Chain Management and the GDARD End-user Unit officials are listed in Clause 12 below for the purpose of inquiries to obtain clarity. Prospective bidders are urged to send their inquiries the email addresses provided. Bidders are prohibited from phoning departmental officials. Bidders are advised to familiarize themselves with the *EPWP Ministerial Determination* and *Code of Good Practice for EPWP*, which may be obtained from **www.epwp.gov.za**.

11. SUBMISSION OF BID PROPOSALS

11.1 One (1) copy of the project proposal and supporting documentation must be submitted to the Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown. Johannesburg marked with the relevant tender number.

11.2. Proposals must be compiled in the following manner:

11.2.1. The proposal content must be clearly indexed;
11.2.2. Pricing must be done per deliverable;
11.2.3. One original proposal (marked 'original') must be submitted; and
11.2.4. Proposal must be delivered sealed.

11.3. The following information must appear on the outside of the sealed proposal:
11.3.1. Name of Bidder;
11.3.2. Description of proposal;
11.3.3. RFP Number; and
11.3.4. Closing date and time.

12. GDARD CONTACT PERSONS

Administrative enquiries should be directed to:

Ms. Lindi Ngati
Email: ursula.ngati@gauteng.gov.za

Technical enquiries should be directed to:

Mr. Patrick Lebeya
Email: patrick.lebeya@gauteng.gov.za

Mr. Lesley Maphupha
Email: lesley.maphupha@gauteng.gov.za

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERs ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**Provincial Supply Chain Management**	
	Tax Clearance Requirements	Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

1.1 The taxes of the successful bidder **<u>must</u>** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.

1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.

1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.

1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.

1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.

1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

2.1	Is the bidder a resident of the Republic of South Africa (RSA)?	YES	☐	NO	☐
2.2	Does the bidder have a branch in RSA?	YES	☐	NO	☐
2.3	Does the bidder have a permanent establishment in the RSA?	YES	☐	NO	☐
2.4	Does the bidder have any source of income in the RSA?	YES	☐	NO	☐

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**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 that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

____

(Bid Number and Description)

in response to the invitation for the bid made by:

____

(Name of Institution)

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

I certify, on behalf of:____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   - (a) prices;
   - (b) geographical area where product or service will be rendered (market allocation)
   - (c) methods, factors or formulas used to calculate prices;
   - (d) the intention or decision to submit or not to submit, a bid;
   - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

………………………………………………… ………………………………
Signature Date

………………………………………………… ………………………………
Position Name of Bidder

Js914w 2

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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