

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		Request for Proposal			Page 1 of 3					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
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.



Provincial Supply Chain Management

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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 (SBD 2)]

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.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

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Request for Proposal

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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											



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RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

The goods / services are 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).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** 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**



Provincial Supply Chain Management

Instructions to Bidders

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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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-off 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

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, 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.	

¹"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:						



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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10.8 If you are presently employed by the state, did you obtain the 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							



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PROVINCIAL TREASURY
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Provincial Supply Chain Management

**Bid Commitment and
Declaration of Interest**

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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

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- 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 <i>audi alteram partem</i> 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:					



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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:



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

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

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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

Stage 2

Criteria for Price and 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–

- Stage Two–

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	Special Conditions	Page 3 of 3

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



TERMS OF REFERENCE

AUTOMATED PERFORMANCE MONITORING AND REPORTING SYSTEM FOR A PERIOD OF THREE YEARS FOR GAUTENG OFFICE OF THE PREMIER

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(i) ACRONYMS

OoP	Office of the Premier
PFMA	Public Financial Management Act
GPG	Gauteng Provincial Government
APP	Annual Performance Plan
HTTP	Hypertext Transfer Protocol Secure
OCPOL	Oversight Committee on the Premier's Office and the Legislature
IT	Information and Technology
SDG's	Sustainable Development Goals
NDP 2030	National Development Plan 2030
MTSF	Medium Term Strategic Framework
TMR	Transformation, Modernisation, Reindustrialisation
GGT 2030	Growing Gauteng Together 2030
MSCE	Microsoft System Certified Engineer

1. INVITATION

Service providers with relevant and appropriate skills and experience are invited to submit proposals for the provision of the development and implementation of an Automated Performance Monitoring and Reporting System for a period of three years for the Gauteng Office of the Premier. This is to enhance evidence informed decision-making pertaining to the implementation of the Growing Gauteng Together (GGT) 2030 Plan, Strategic Plan, Annual Performance Plan and Annual Operational Plans of Office of the Premier.

2. BACKGROUND

In order to adapt to the future world of work, and in line with the demands of the Fourth Industrial Revolution, the GGT2030 builds and extends on the delivery of the ten pillars of Transformation, Modernisation and Reindustrialisation (TMR) programme. Among the ten pillars is the modernisation of the public service and the state, which aims to enhance effectiveness and efficiency of governance and administration, with the objective of building a development and/or activist oriented public service. Thus, the Automated Performance Monitoring and Reporting System contributes towards enhancing evidence-based decision making.

In terms of the Revised Framework for Strategic Plans and Annual Performance Plans, monitoring and reporting must be done against the Strategic Plans, Annual Performance Plans and Annual Operational Plans. Quarterly Performance Reports require institutions to review performance over a three months' period, justify and communicate achievements, and indicate the necessary actions that will be taken to ensure that the achievement towards the annual targets of the Annual Performance Plan remains on track.

3. PURPOSE

The Strategy and Operational Support directorate within the Office of the Premier is entrusted with the responsibility to continuously align and track the implementation of the Strategic Plan, Annual Performance Plan and Annual Operational Plan through the development of monthly, quarterly and annual progress reports. It is in this regard that the purpose of the Automated Performance Monitoring system will be to monitor, align and report the Office of the Premier performance against the set predetermined outcomes and priorities of the GGT.

4. SCOPE

The specifications are in line with quarterly and annual performance reporting requirements. The Office of the Premier is required to submit Quarterly Performance Reports within 21 days after the end of each quarter and Annual reports at the end of each financial year to the oversight bodies. Moreover, the Automated Performance Monitoring and Reporting System will be used as a tool to track progress against Growing Gauteng Together priorities within OoP.

Performance Monitoring is important for reporting process and must be undertaken with the intent to use the findings to inform management and oversight decision making. It is in this regard that the Automation of Performance Monitoring and Reporting systems will be used as a tool to enhance the following:

- Quarterly performance reporting
- Annual performance reporting
- Collection and collation of reports and evidence from programme managers
- Analysis and interpretation of data
- Verification of performance information and evidence
- Measurement and analysis of progress against achievement of short, medium and long-term results (outputs, outcomes and impact)
- Provision of early warning system by providing alerts on imminent targets and deadlines
- Systematic archival of data and information relating to performance monitoring
- Align strategic priorities of OoP to SDG's, NDP, MTSF and GGT
- Decision making processes
- Accountability in the delivery of OoP outcomes
- Align financial and non-financial performance
- Efficient and effective submission of internal reports to the Executive Management
- Timeous submission of reports to oversight bodies

The Automated Performance Monitoring and Reporting System must provide users and stakeholders of Office of the Premier with the ability to radically change from paper-based work to electronic reporting. The system should have the capabilities of automating manual monitoring tasks, change some of the deeply entrenched practices and ensure users to work smarter and more efficiently.

The maintenance and support process of the Automated Performance Monitoring and Reporting System must be conducted monthly, quarterly and annually. Monthly and quarterly maintenance and support should be conducted when both Super Users and End-Users capture their responses into the system. It must also include helping Super users to create reports relevant to their programme and directorate. Assistance with opening and closing periods for reporting will be a requirement under this item.

4.1. The Customer

The Office of the Premier (OoP)

Understanding the Automated Performance Monitoring and Reporting System

4.2. The Business Stream: This section will deal with (super-user and end-user related activities that need to be carried out. These will include end user training, change management, system enhancements etc. IT skills transfer may also be seen to form part of this.

The bidder will be required to train all super-users and end-users of the automated system with OoP, these will include:

- Five (5) Deputy Director Generals
- Twelve (12) Chief Directors and
- Thirty-Eight (38) Directors
- Nine (9) Officials from Strategy and Operational Support
- Two (2) Information Technology Specialists

A skills development proposal or plan including the change management approach in this regard will be required.

- o Implement three levels of approval within the directorate (Submitter, Verifier and Approver)
- o Implement Legislature question tracking tool
- o Operational Plans capability
- o Include the APP drafting automation for new/change of the financial year including Technical Indicator Descriptors
- o Easy and simplified data collection of APP indicators and targets performance information Implement the following reports:

- o OCPOL Report
- o Audit Committee Reports
- o Service Delivery Improvement Plan (Capturing of indicators, SDIP Reports and Batho Pele Reports
- o OoP Deliverology Reports
- o Under performance reports
- o SOPA matrix and progress report for OoP
- o Trend analysis report
- o Integration to the e-QPRS (DPME System) and PME system
- o OoP Mid-term report

- o OoP End of term report
- o Performance reports on emerging from unforeseen circumstances
- o Implement work flow for sub directorates
- o Direct Printing of APP and other related documents from the system
- o Link Outcome indicators to SDG's, NDP, MTSF, TMR pillars and GGT2030 Priorities
- o Provide performance overview in a form of real time dashboards and statistical analysis including charts, projects and performance areas
- o Ability to upload and save portfolio of evidence
- o Ability to adapt to change in reporting requirements and new reporting templates

4.3. The Technical Stream: This section will deal with the maintenance of the technical aspects of the system. Items typically included in this stream are:

- o hosting, corrective, adaptive and preventive maintenance & support.
- o Enable real-time capturing of accurate, valid, reliable and complete data and/or information on progress relating implementation of the information on progress relating to implementation of OoP Programmes
- o Provide early warning system by providing alerts on imminent targets and deadlines
- o Provide warning system for under and over achievement and request reasons thereof
- o Include maintenance and support
- o Possible integration with other available systems within the Office of the Premier
- o Ability to host a repository of portfolio of evidence that may not be changed when submissions are finalised
- o Security access with username and encrypted passwords
- o Strong validation capability. The tool must ensure completeness of data through Data Quality (validation). If there are follow ups, fixes or checks to be done, submission deadlines, etc. the tool should be able to ensure the completeness of data for all the required fields
- o Calculations must include deviations and must force comments, both positive and negative deviations
- o A capability must exist to sign-off (close) a quarter's data entry.
A facility must be available where the controller can check and validate, on a quarterly basis, what the status is of the submission for a particular quarter

- 4.4. Licensing:** This section will deal with licensing of system software and provision of access to tools where required.
- o Renew License for updates to the system platform and system patches and other configurations.

4.5. Understanding the Maintenance and Support Expectations of the Automated Performance Monitoring and Reporting System

1. Track performance targets
2. Track and relate financial and non-financial KPI's
3. Renew license
4. Update system version
5. Run patches of the system
6. In house support for immediate response
7. Technical troubleshooting
8. Maintenance of existing code
9. Bug tracking
10. Error trafficking and debugging
11. Operating the system and conflict resolution
12. DB support
13. Quality assurance testing
14. Performance enhancements
15. End user support, solving day to day operational issues
16. Documentation
17. 3rd party integration support and hardware support
18. Hardware support
19. Resource requirement: 1 mid-level FTE – 8 hours per month
20. Onsite support must be provided physically at the Office of the Premier Premises on a quarterly basis towards the last week of the quarter and 2 weeks of the first month of the next quarter by OoP IT trained personnel
21. The application will be web-based (https) and that the hardware is already in place
22. IT will provide first-line support and in-depth and support will be provided by the service provider
23. Key deliverables
24. Information to service providers
26. Timeliness/Time-frames Management of the project

Payments

The payment terms of the OoP are 30 days after receipt of goods and services and upon receipt of the required documentation. No upfront payments will be considered. Pricing must be linked to the activities as outlined in a project plan.

Proposed high level Performance Monitoring and Reporting System Project Plan

No	Tasks	Estimated deadline in weeks
1	Project preparation During this phase a project plan or “road map” must be developed to guide the project team throughout the life cycle of the project and serve as a base line against which progress will be measured	Data gathering and project initiation Dates to be confirmed with Office of the Premier
		Infrastructure analysis and system installation Dates to be confirmed with Office of the Premier
2	Blueprint The Blueprint documents the business process requirements of the system. It is the responsibility of the OoP to ensure that AS-IS processes are documented and can be added to the Business Blueprint documents as an Annexure. The project team and business achieve a common understanding of how the OoP intends to run its business within the system.	Confirm AS-IS process Dates to be confirmed with Office of the Premier
		Confirm To-be process Dates to be confirmed with Office of the Premier
		Adopt a final blue print document Dates to be confirmed with Office of the Premier
3	Realisation Completion of the final design and configuration of the system. The objective is to implement the business and process requirements based on the Business Blueprint, including an overall test and the subsequent release of the system for production (live operation).	Capturing of the APP Dates to be confirmed with Office of the Premier
		Integration of MERMS system to access previous reports Dates to be confirmed with Office of the Premier
		Capturing of users Dates to be confirmed with Office of the Premier
		Align OoP Strategic Plan Outcomes with GGT, MTSF & NDP priorities Dates to be confirmed with Office of the Premier

		Setup SAP BO standard reports and templates	Dates to be confirmed with Office of the Premier
4	Final preparation The project team completes the final preparation, including testing, end user training, system management and cutover activities, to finalise the readiness to go live. The Final Preparation phase also serves to resolve all crucial open issues. On successful completion of this phase, the OOP must be ready to operate the Performance Monitoring and Reporting System	Setup User Acceptance Training (UAT)	Dates to be confirmed with Office of the Premier
		End user training (programme managers)	Dates to be confirmed with Office of the Premier
		Change management and distribution of training manuals	Dates to be confirmed with Office of the Premier
5	Go live and support During this phase, the Performance Monitoring and Reporting System solution will be moved from a pre-production environment to live production environment	Every First quarter reporting	Dates to be confirmed with Office of the Premier
		Every Second quarter reporting	Dates to be confirmed with Office of the Premier
		Third quarter reporting	Dates to be confirmed with Office of the Premier
		Every Fourth quarter reporting	Dates to be confirmed with Office of the Premier
6	Quality control and support A support structure is set up for end users. This support covers not just the first critical days of the production operations, but is designed to enable for long-term support, ensuring that the implemented solution is sustained in the long-term.	Project management Change management	Dates to be confirmed with Office of the Premier

4.6. Qualifications Skills and Experience Required

The service provider should possess the following knowledge:

- Knowledge about government operations
- Knowledge about government policies and frameworks relating to Strategic Planning and Performance Monitoring and Evaluation as well as governance and administration

The service provider should possess the following expertise and experience

- Skills and experience in development of strategic planning and performance management software solutions for public sector institutions, including private sector.
- Proven expertise and experience in the following areas:
 - o Development of PM&E solutions
 - o Development of Business Intelligence (BI) Tools
 - o Development of Business Process Management solutions
 - o Business Analysis
 - o Performance Management
 - o Project portfolio/ performance management
 - o Software application development, implementation and support
 - o Development of high-level performance overview with dashboards
 - o Development of detailed business intelligence reports
 - o Project management

Role	Qualifications	Experience
Project Manager	3-year degree or advance diploma in Computer science: Prince 2, PMP, CAPM and Agile	Minimum 3 years' experience in the relevant field in delivering large scale software development projects
Team members		
Business Intelligence Specialist	Diploma or bachelor's degree (e.g., B Com Informatics, BSc Informatics, BTech); and Diploma in Business Analysis	Minimum 3 years' experience in business analysis; and Working knowledge of Information Management methodologies (Data Collection, Data Management, Data Analysis, Data Orchestration, Meta Data

		Management, Dimensional Analysis & Reporting)
Software Developer	Diploma or bachelor, ideally in Engineering or Computer Science	A minimum of 3 years working experience in software development Experience developing web-based applications (full stack) including third-party integrations Java, Javascript, C#, VB.Net, SQL. Database and SQL experience (ideally PostgreSQL) Experience using software development processes and software life cycle management tools
Business Analyst	Minimum Diploma or bachelor's qualification in Business Analysis	Technology or Analysis / if no degree/diploma, experience should be double the years of the qualification in a BA role
Change Manager	A minimum Diploma or bachelor's qualification in Organisational development, change management or equivalent	Three years' experience in a project change management environment

The service provider must have the following resource capacity:

- 1 x Project manager
- 1 x Business Intelligence Specialist
- 1 x Software Developer
- 1 x Business Analyst
- 1 x Change Manager

Bidders are to indicate what experience and capacity they have to deliver the services required by OoP. Experience of the bidder's team to be allocated to this project must be provided. The bidder must provide skilled and experienced team and necessary equipment. To this effect, CVs must be provided with certified qualifications **by the project team members**

- a) Experience and knowledge in developing the Automated Performance Monitoring and Reporting System;
- b) Skills and qualifications;
- c) Approach and methodology;
- d) Number of years in implementing the Automated Performance Monitoring and Reporting System Made Simple System;
- e) References and
- f) Ownership

4.7. Proposed Approach and Methodology

Proposals must include an outline of the approach and methodology to be employed by service provider to ensure the successful execution of the deliverables of the assignment based on the scope of work in section 4 above.

Bidders are to indicate the approach and methodology to be followed to provide and implement a suitable Automated Monitoring Evaluation and Reporting System Software. Shortlisted bidders will also be required to do a presentation on their software solution.

A prospective service provider shall submit a proposal as follows:

- a) A profile of the individual or organization in line with the key criteria above;
- b) Outline of similar work undertaken and contact details of references in this regard;
- c) Clear methodology of how the assignment will be executed successfully;
- d) The consultant's daily rate and detailed breakdown of estimated total project costs including travel costs;
- e) The service provider's equity profile;
- f) All prospective companies should furnish information to prove that they have complied with tax legislation;

4.8. Specific Requirements

4.8.1. Production Support

The focus is on identifying and fixing incidents or creating workarounds, performing root cause analysis and fixing the underlying problems for the Finance System environment. The objective of the service is to restore the application to its original working state within the agreed Service Levels.

4.8.2. System Administration Services

Fulfil system administrator functions which includes parameter setup, and any other regular functional tasks related to the daily running of the automated system

4.8.3. Event Scheduling and Administration

This Service Element describes the Hours of Service for this Functional Area (or Service). The Service Hours should be included in the Monthly Service Charges
Checking of batch jobs that run after hours to ensure that they have completed without errors. Activating backup procedures if the batch jobs have failed. Performing maintenance in the batch job environment.

4.8.4. Hours of Service, Service Location, Service Scope, Service Reporting, Service Maintenance

This Service Element describes the Hours of Service for this Functional Area (or Service). The Service Hours should be included in the Monthly Service Charges

4.8.5. Service Location

This Service Element describes the Service Locations for this Functional Area (or Service). The Service Locations must be included in the Monthly Service Fee

4.8.6. Service Scope

This Service Element describes the Scope of Service for this Functional Area (or Service). The scope of service must be included in the Monthly Service Fee

4.8.7. Service Reporting

This Service Element describes the Reporting requirements for this Functional Area (or Service). The Reports must be included in the Monthly Service Fee

4.8.8. Service Maintenance

Corrective, Adaptive and Preventive Maintenance & Support to ensure systems application in running optimally

5. THE CONTENT OF PROPOSAL SUBMISSION

The proposals must be submitted according to the following format:

- Section 1: Covering letter (including contact details of the service provider and lead consultant)
- Section 2: Interpretation of the brief and scope of work
- Section 3: Detailed approach and methodology setting out in detail how the service provider will satisfy the objectives and deliverables outlined in Section 3 and 4 of these terms of reference. The methodology should be sound and cost-effective.
- Section 4: Detailed project execution plan linked to the specified deliverables set out on required services of terms of reference. The detailed project execution plan must also specify hours of work and hourly rate for each task.
- Section 5: Project team and professional role / task and abridged curriculum vitae of each project team member. This should include qualifications, skills and experience as well as references of each member of the team.
- Section 6: Summary of company profile, including ownership and management structure, company experience and expertise in the related field and any other work relevant to this assignment, including the company mentorship to other emerging companies.
- Section 7: Summary of project risk and risk management / mitigation plan
- Section 8: Detailed budget breakdown and summary budget in line with the requirements set out in Appendix 1

Annexures: Supporting information and any other relevant information completed forms and all other relevant documents.

6. SUMMARY TENDER PRICING

The bidder must state whether the price quoted is fixed for the duration of the agreement or whether the price is subject to escalation. In the absence of an indication in this regard the price will be considered as fixed for the full period of the agreement.

- All pricing must be quoted in South African Rand (ZAR) including VAT.
- The pricing must remain valid for 120 days from the closing date of the bid.
- Any pricing not included in the pricing template will not be considered.
-

Prices charged by the service provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the service provider in the bid document, and any variance will render the contract null and void.

7. GENERAL CONDITIONS

7.1 The Request for RFP Pack

General conditions are stipulated in the various documents which make up the RFP Pack, which should be completed as required.

The end user: To ensure that the service supplied is of the required quality and that any non-conformances (even if only suspected) is reported to Gauteng Provincial Treasury transversal supply chain unit.

8. APPLICABLE DOCUMENTS REQUIRED

Microsoft System Certified Engineer

9. PRICE STRUCTURE

Pricing should be provided as per attached Appendix 1

It is compulsory for pricing to be included and be in line with the following:

All quotes to include VAT

Quotes to be reflected according to the payment schedule, per milestone

- Analysis and workshops
- Configuration
- User testing
- Training
- Market and Change Management
- Project close off
- Annual licensing
- In-depth support will be required
- Minor enhancements

10. EVALUATION METHODOLOGY

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

There are two stages of evaluation in this process and they entail the following:

- Stage 1A: Pre-qualification Criteria;
- Stage 1B: Administrative Compliance;
- Stage 1C: Functionality Evaluation; and
- Stage 2: Preference Point System in accordance with PPPFA and PPR of 2017.

Stage 1A: Pre-qualification Criteria

The Gauteng Provincial Government has decided to apply pre-qualifying criterion to advance certain designated groups. For the purposes of this bid, GPG will apply Preferential Procurement Regulation 4(1)(c). Tenderers must subcontract a minimum of 30% of the tender to only one or more of the following:

- I. an EME or QSE which is at least 51% owned by black people who are youth;
- II. an EME or QSE which is at least 51% owned by black people who are women;
- III. an EME or QSE which is at least 51% owned by black people with disabilities;
- VI. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- IV. a cooperative which is at least 51% owned by black people; and/or

- V. an EME or QSE which is at least 51% owned by black people who are military veterans.

Mandatory Documents Required for Prequalification

In order to evaluate if the bidder complies with the pre-qualification criteria or not, the following evidence and/or documentation must be submitted with the bid:

I. EME

An EME is required to submit a Valid Original Sworn Affidavit confirming its annual total revenue of R10 million or less, to determine the Level of Black Ownership and Level of B-BBEE Contributor. A template of an affidavit can be downloaded using the following link:

(EME) https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-EME-Gen.pdf

II. QSE

A QSE with a minimum of 51% black ownership is required to submit a valid original Sworn Affidavit confirming its annual total revenue of between R10 million and R50 million, to determine the Level of Black Ownership and Level of B-BBEE Contributor, however a QSE that has less than 51% black ownership is required to submit a valid original or certified copy of a B-BBEE level of contribution certificate to determine their level of B-BBEE contribution and submit a valid original Sworn Affidavit confirming its annual total revenue of between R10 million and R50 million, based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands).

A template of a sworn affidavit can be downloaded using the following link: (QSE) https://www.thedti.gov.za/economic_empowerment/docs/Affidavit-QSE-Gen.pdf

Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972.

III. Consortia / Joint Ventures / Sub-Contractors / Trust

Tenderers must submit a formal sub-contracting agreement entered into by the main bidder and the sub-contractor/s or an agreement for the consortia or joint venture that is signed by all parties concerned. The formal sub-contracting agreement must be signed by all parties to the agreement.

A minimum of 30% must be subcontracted to a qualifying enterprise/s in terms of Stage 1A above. A SANAS accredited consolidated B-BBEE status level verification certificate must be submitted for consortia or joint ventures or trusts.

VI. Black Women and Youth Owned

In order to evaluate the ownership of the company, a bidder must submit a valid B-BBEE Certificate or a sworn affidavit indicating ownership structure of the company.

V). Black People with disabilities

Bidders are required to submit a letter from a Medical Practitioner registered with the Health Professions Council of South Africa stating the nature of the disability.

VI). Black people living in rural or underdeveloped areas or township

Bidders should submit proof of residence of the company's owner, in the form of a copy of the current Municipal Services Account or the statement of any account with address and name of the bidder's directors/shareholders. A valid original affidavit confirming the physical address of the bidder's shareholders/directors will also be accepted

VII). Black people who are military veterans

Bidders should submit a stamped 'happy letter' issued by Department of Military Veterans confirming that shareholders/directors of the bidder are on the database of Military Veterans.

VIII). A Cooperative Which Is Owned by Black People

Bidders should submit certified copies of Cooperative Registration Documents, indicating the structure of ownership by Black people.

NB: A bidder that fails to submit all the supporting documents as stated above and fails to meet one or more of the above prequalifying criteria is an unacceptable tenderer and will not be evaluated further.

A sworn affidavit must be submitted in the template/form attached to these terms of reference. It must be in original format, signed and stamped by commissioner of oath and signed by deponent.

Stage 1B: Administrative Compliance

Mandatory Returnable Documents

- i) Submission of bid Price;
- ii) Signing of SBD 04 Forms (Bid Commitment and Declaration Form)
- iii) SBD 6.1 Preference Points Claim Form in terms of the Preferential Procurement Regulations of 2017;

- iv) SBD 8 - Declaration of Bidder's past Supply Chain Management Practice
- v) SBD 9 - Certificate of Independent Bid Determination and;
- vi) Submit the bids on the original RFP documents;

NB: Service providers that do not comply with the above requirements shall be eliminated and shall not be shortlisted for further evaluation.

Other Required Documents

- i) Company Registration Documents/Certificates obtainable from Companies and Intellectual Property Commission (CIPC);
- ii) In order to verify the tax status of bidders, bidders are required to submit the unique security personal identification number (PIN) from SARS and Central Supplier Database (CSD) Number.
- iii) Certified copy of the valid B-BBEE status level verification Certificate of the main bidder (the main bidder refers to other bidders other than EMEs, QSEs and Joint Ventures/Consortia/Trusts); and
- iv) Latest two years audited Annual Financial Statements.

A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate

Stage 1C: Functionality Evaluation

Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points as follows:

Functionality Evaluation	Maximum Points	Minimum Threshold
Functionality Evaluation Criteria	70	50
Live Demonstration and Presentation Evaluation Criteria	30	20
Total	100	70

Bidders who fail to meet the minimum threshold, as outlined in the table above, will not be considered for further evaluation

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken,

letters from previous/current clients, etc.). There will be a Virtual Live Demonstration for shortlisted bidders.

#	Criterion	Comment	Points Allocated per Sub-criteria	Total Points per Criterion
1.	Project Plan	Bidder shall be required to provide an explicable project plan with Time frames and costing in line with the following:		20
		No Communication Plan (0 points)	0	
		Communication Plan (3 points)	3	
		Clear training plan (5 points)	5	
		Clear Human Resources allocation with the roles of each resource clearly defined (10 points)	10	
		Project plan and costing directly linked to deliverables and milestones (15 points)	15	
		Clearly defined project scope and plan with clear time lines (20 points)	20	
2.	Project Team Set Skills	Experience and knowledge in developing the Automated Performance Monitoring and Reporting System. Comprehensive CV's of the project team members indicating their qualifications knowledge and capacity carrying out similar project.		40
		2.1. Dedicated Project Manager Experience:		10
		No project manager with experience (0 point)	0	
		1-year experience in project management (3 points)	3	
		2 -years' experience in project Management: (5 points)	5	
		Minimum 3 years' experience in the relevant field In delivering large scale software development projects (10 points)	10	

		2.2. Project manager Qualifications:		10
		No qualification (0 point)	0	
		3-year degree or advance diploma in Computer science: (1 (one) qualification (3 points))	3	
		3-year degree or advance diploma in Computer science: (2-3 qualifications) (5 points)	5	
		3-year degree or advance diploma in Computer science: Prince 2, PMP, CAPM and Agile (10 points)	10	

		2.3. Team Member Experience:		10
	Business Intelligence Specialist	No Experience (0 point)	0	
		Minimum 3 years' experience in business analysis; and Working knowledge of Information Management methodologies (Data Collection, Data Management, Data Analysis, Data Orchestration, Meta Data Management, Dimensional Analysis & Reporting) (3 points)	3	
	Software Developer	No Experience (0 point)	0	
		A minimum of 3 years working experience in software development Experience developing web-based applications (full stack) including third-party integrations Java, Javascript, C#, VB.Net, SQL. Database and SQL experience (ideally PostgreSQL) Experience using software development processes and software life cycle management tools (3 points)	3	
	Business Analyst	No Experience (0 point)	0	
		Technology or Analysis / if no degree/diploma, experience should be double the years of the qualification in a BA role (2 points)	2	
	Change Manager	No Experience (0 point)	0	
		Three years' experience in a project change management environment (2 points)	2	

		2.4. Team Member Qualification		10
		No qualification (0 point)	0	
	Business Intelligence Specialist	Diploma, bachelor or advance (e.g., B Com Informatics, BSc Informatics, BTech); and Diploma in Business Analysis (3 points)	3	
	Software Developer	Diploma or bachelor, ideally in Engineering or Computer Science (2 points)	3	
	Business Analyst	Minimum Diploma or bachelor qualification in Business Analysis (2 points)	2	
	Change Manager	A minimum Diploma, bachelor or equivalent (2 points)	2	
(Please attach certified copies of qualification evidence)				
3.	Reference	Contactable references for a bidder with regard to the projects carried out in similar capacity in both Government and private sector		10
		Less than three references (0 point)	0	
		Three contactable references (6 points)	6	
		Four contactable references (8 points)	8	
		Five and more contactable references (10 points)	10	
(Please attach appointment letters or reference letters in the client's letterhead as evidence)				
Total Points: Functionality Evaluation Criteria				70
Minimum Threshold: Functionality Evaluation Criteria				50

Kindly refer on which page/annexure the above items may be found, in a table (as shown below).

#	Item	Page/s
1	Project Plan	
2	Project Team Set Skills	
2.1	Dedicated Project Manager Experience	
2.2	Project Manager Qualifications	
2.3	Team Member Experience	
2.4	Team Member Qualifications	
3	References	

Virtual Live Demonstration and Presentation will be allocated 30 points

Only the shortlisted bidders will be invited to do Virtual Live Demonstration

VIRTUAL LIVE DEMONSTRATION AND PRESENTATION OF AUTOMATED PERFORMANCE MONITORING AND REPORTING SYSTEM				
# Criterion		Comments	Points Allocated per Sub- criteria	Maximum Points
1.		Bidder/s will be required to do Virtual live demonstration of the proposed Automated Performance Monitoring Reporting System management solution for Bid Evaluation Committee members focusing on the following:		30
		How will the software be deployed (5 points)	5	
		The functionality of the system and its web-based usability and IT Security features. (5 points)	5	
		Data integration and Automated Performance Monitoring and Reporting System database functionality (5 points)	5	
		Reporting tools for senior and executive management (5 points)	5	
		Ease of use web App publishing (5 points)	5	
		Early warning detection system and real-time dashboard reports (5 points)	5	
Total Points: Live Virtual Demonstration and Presentation Evaluation Criteria				30
Minimum Threshold: Live Virtual Demonstration and Presentation Evaluation Criteria				20

A bidder that scores less than 20 points out of 30 points in respect of Virtual Live Demo and Presentation will be regarded as non-responsive and will be disqualified.

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points. For the purpose of comparison and in order to ensure a meaningful evaluation, bidders must submit detailed information in substantiation of compliance to the evaluation criteria mentioned (e.g. details of relevant previous work undertaken, letters from previous/current clients, etc).

Stage 2: Preference Point System in accordance with PPPFA and PPR of 2017

The contract will be awarded in terms of Regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), bids will be adjudicated in terms of a (80/20) preference point system in terms of which points are awarded to bidders based on:

Area	Points
Price	80
B-BBEE level of contribution	20
TOTAL	100

The following table will be used to calculate the score out of 20 points for B-BBEE:

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

The Office of the Premier reserves the right to accept or reject any proposal or parts thereof. The Office of the Premier further reserves the right not to appoint any of the service providers who submitted tender proposals.

In order to be allocated the points above, the bidder must submit proof of its B-BBEE Status level of contributor.

11. PROPOSAL SUBMISSIONS

Proposals and supporting documentation and a softcopy in a memory stick must be submitted in a sealed envelope clearly marked GT/OOP/099/2021 “Automated Performance Monitoring and Reporting System”

CLOSING DATE: 26 November 2021

Proposals should address the following:

1. Profiles and curriculum vitae;
2. Information on experience and knowledge, skills and qualifications; Outline of the concept approach /methodology i.e. a detailed creative concept;
3. Detailed project plan; and
4. Detailed cost breakdown.
5. Bidders are required to use the two-envelope bidding system, whereby the Technical Proposal and Financial Proposal is placed in two separate sealed envelopes marked:
6. Stage 1: Technical Proposal
Stage 2: Financial Proposal

CONTACT DETAILS

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. Bid submitted after the closing date and time will not be accepted.

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

Enquiries

Tender Enquiries related to the tender/bidding process and technical requirements should be directed to: Gauteng Provincial Treasury: **Mr Thapelo Mohlana:** Thapelo.mohlana@gauteng.gov.za

Technical/Content enquiries: Content-related enquiries should be directed to: **Ms Vuyiswa Stephens:** Office of the Premier Vuyiswa.Stephens@gauteng.gov.za

AUTOMATED PERFORMANCE MONITORING AND REPORTING SYSTEM FOR A PERIOD OF THREE YEARS FOR GAUTENG OFFICE OF THE PREMIER



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 **must** 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.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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

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

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

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 consortium³ 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

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)