

|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------|---------------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA                                                                                                                |   | <h1 style="text-align: center;">Provincial Supply Chain Management</h1> |                     |
|                                                                                                                                                                                                                                                                             |   | <b>Request for Proposal</b>                                             | <b>Page 1 of 4</b>  |
| <b>RFP NUMBER</b>                                                                                                                                                                                                                                                           |   |                                                                         |                     |
| <b>RFP DESCRIPTION</b>                                                                                                                                                                                                                                                      |   |                                                                         |                     |
| <b>CUSTOMER DEPARTMENT</b>                                                                                                                                                                                                                                                  |   |                                                                         |                     |
| <b>CUSTOMER INSTITUTION</b>                                                                                                                                                                                                                                                 |   |                                                                         |                     |
| <b>BRIEFING SESSION</b>                                                                                                                                                                                                                                                     | Y |                                                                         | N                   |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>SESSION COMPULSORY</b>                                                                                                                                                                                                                                                   | Y |                                                                         | N                   |
| <b>SESSION HIGHLY RECOMMENDED</b>                                                                                                                                                                                                                                           | Y |                                                                         | N                   |
| <b>BRIEFING VENUE</b>                                                                                                                                                                                                                                                       |   |                                                                         | <b>DATE</b>         |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>TIME</b>                                                                                                                                                                                                                                                                 |   |                                                                         |                     |
| <b>COMPULSORY SITE INSPECTION</b>                                                                                                                                                                                                                                           | Y |                                                                         | N                   |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>DATE</b>                                                                                                                                                                                                                                                                 |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>TIME</b>                                                                                                                                                                                                                                                                 |   |                                                                         |                     |
| <b>INSPECTION ADDRESS</b>                                                                                                                                                                                                                                                   |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>TERM AGREEMENT CALLED FOR?</b>                                                                                                                                                                                                                                           | Y |                                                                         | N                   |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>TERM DURATION</b>                                                                                                                                                                                                                                                        |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>CLOSING DATE</b>                                                                                                                                                                                                                                                         |   |                                                                         | <b>CLOSING TIME</b> |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
|                                                                                                                                                                                                                                                                             |   |                                                                         |                     |
| <b>TENDER BOX LOCATION</b>                                                                                                                                                                                                                                                  |   |                                                                         |                     |
| 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 Department of Infrastructure, Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer 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 GDID Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

### The Tendering System

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

Request for Proposal

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## PART A INVITATION TO BID

### SUPPLIER INFORMATION

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

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

**Request for Proposal**

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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   |  |



# Provincial Supply Chain Management

**Request for Proposal**

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## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

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

### 2. TAX COMPLIANCE REQUIREMENTS

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

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

|                                                                                                                  |  |             |  |
|------------------------------------------------------------------------------------------------------------------|--|-------------|--|
| <b>SIGNATURE OF BIDDER</b>                                                                                       |  | <b>DATE</b> |  |
| <b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b><br>(Proof of authority must be submitted e.g. company resolution) |  |             |  |



## GAUTENG PROVINCE

OFFICE OF THE PREMIER  
REPUBLIC OF SOUTH AFRICA

### RETURNABLE ATTACHMENT

## TERMS OF REFERENCE

### PERSONAL INFORMATION PROCESSING FORM (COMPLIANCE WITH POPI ACT)

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

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

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

8. The Department may retain any of my personal information/data as may be required by the Department or for purposes contemplated in paragraph 1.
9. By my signature below, do hereby give my or the Company's irrevocable consent, and/or authorisation for purposes required and/or detailed in this Personal Information Processing Consent form.

#### **Privacy Laws Compliance Clause**

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

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

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**RFP Point System**

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| RFP NUMBER      |  | CLOSING DATE |  |
|-----------------|--|--------------|--|
| VALIDITY OF RFP |  | CLOSING TIME |  |

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

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

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

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

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

## Point System

Points SHALL be allocated as follows:

Points for

Points for

## TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

### VALUE BASED

|                |   |  |   |  |               |   |  |   |  |             |   |  |   |  |
|----------------|---|--|---|--|---------------|---|--|---|--|-------------|---|--|---|--|
| SERVICE BASED  | Y |  | N |  | SERVICE BASED | Y |  | N |  | VALUE BASED | Y |  | N |  |
| VALUE BASED    | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |
| QUANTITY BASED | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |
| TERM BASED     | Y |  | N |  |               |   |  |   |  |             |   |  |   |  |



# Provincial Supply Chain Management

## Instructions to Bidders

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



# 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.

|                                                                                                                                                              |                                                   |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1>       |                    |
|                                                                                                                                                              | <b>Bid Commitment and Declaration of Interest</b> | <b>Page 1 of 3</b> |

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

|                                                                                                                                                              |                                                   |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1>       |                    |
|                                                                                                                                                              | <b>Bid Commitment and Declaration of Interest</b> | <b>Page 2 of 3</b> |

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

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

- 2.2.1 If so, furnish particulars:



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

|            |  |           |  |
|------------|--|-----------|--|
| <b>YES</b> |  | <b>NO</b> |  |
|------------|--|-----------|--|

- 2.3.1 If so, furnish particulars:



### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

|                                                                                                                                                              |                                                   |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1>       |                    |
|                                                                                                                                                              | <b>Bid Commitment and Declaration of Interest</b> | <b>Page 3 of 3</b> |

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

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

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

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

|                  |  |                       |  |
|------------------|--|-----------------------|--|
| <b>Signature</b> |  | <b>Date</b>           |  |
| <b>Position</b>  |  | <b>Name of Bidder</b> |  |

|                                                                                                                                                              |                                           |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <b>Provincial Supply Chain Management</b> |             |
|                                                                                                                                                              | <b>Special Conditions</b>                 | Page 1 of 3 |

|                             |  |
|-----------------------------|--|
| <b>RFP NUMBER</b>           |  |
| <b>RFP DESCRIPTION</b>      |  |
| <b>CUSTOMER DEPARTMENT</b>  |  |
| <b>CUSTOMER INSTITUTION</b> |  |

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

|                |                                                                                                                                     |                                 |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>Samples</b> | <b>SABS /Equivalent Certificate</b><br>May not be older than one (1) year, the cost of which will be for the account of the bidder. | <b>Bidders Briefing Session</b> |
|                |                                                                                                                                     |                                 |

|                                                                                                                                                                       |                                           |             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------|
|  <p><b>GAUTENG PROVINCE</b><br/>PROVINCIAL TREASURY<br/>REPUBLIC OF SOUTH AFRICA</p> | <b>Provincial Supply Chain Management</b> |             |
|                                                                                                                                                                       | <b>Special Conditions</b>                 | Page 2 of 3 |

## EVALUATION METHODOLOGY

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

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

### Stage 1

| Criteria for Functionality | Points |
|----------------------------|--------|
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
|                            |        |
| <b>TOTAL</b>               |        |

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

### Stage 2

| Criteria for Price and Specific Goals | Points     |
|---------------------------------------|------------|
| Bid Price                             |            |
| Specific Goals                        |            |
| <b>TOTAL</b>                          | <b>100</b> |

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

- Stage One–

- Stage Two–

|                                                                                                                                                              |                                             |             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------|
|  <b>GAUTENG PROVINCE</b><br>PROVINCIAL TREASURY<br>REPUBLIC OF SOUTH AFRICA | <h1>Provincial Supply Chain Management</h1> |             |
|                                                                                                                                                              | <b>Special Conditions</b>                   | 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 <sup>st</sup> Quarter | 2 <sup>nd</sup> Quarter | 3 <sup>rd</sup> Quarter | 4 <sup>th</sup> Quarter |
| Year 1                               |                   |                        |                         |                         |                         |                         |
| Year 2                               |                   |                        |                         |                         |                         |                         |
| Year 3                               |                   |                        |                         |                         |                         |                         |
| Year 4                               |                   |                        |                         |                         |                         |                         |
| Year 5                               |                   |                        |                         |                         |                         |                         |



## **TERMS OF REFERENCE**

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

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(i) **ACRONYMS**

|                 |                                                                 |
|-----------------|-----------------------------------------------------------------|
| <b>OoP</b>      | Office of the Premier                                           |
| <b>PFMA</b>     | Public Financial Management Act                                 |
| <b>GPG</b>      | Gauteng Provincial Government                                   |
| <b>APP</b>      | Annual Performance Plan                                         |
| <b>HTTP</b>     | Hypertext Transfer Protocol Secure                              |
| <b>OCPOL</b>    | Oversight Committee on the Premier's Office and the Legislature |
| <b>IT</b>       | Information and Technology                                      |
| <b>SDG'S</b>    | Sustainable Development Goals                                   |
| <b>NDP 2030</b> | National Development Plan 2030                                  |
| <b>MTSF</b>     | Medium Term Strategic Framework                                 |
| <b>TMR</b>      | Transformation, Modernisation, Reindustrialisation              |
| <b>GGT 2030</b> | Growing Gauteng Together 2030                                   |
| <b>MSCE</b>     | 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 month 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 RELEVANT LEGISLATION AND POLICY**

- (a) Constitution of the Republic of South Africa, 1996
- (b) National Treasury Regulation - Section 16A6.2
- (c) SCM Circular: Implementation of Supply Chain Management (27 October 2004)
- (d) Relevant National Treasury Instruction Notes/Practice Notes/Circulars
- (e) GPT SCM Framework
- (f) Preferential Procurement Policy Framework Act (PPPFA), (Act 5 of 2000)
- (g) B-BBEE Act (Act 53 of 2003) and Codes of Good Practice
- (h) Public Finance Management Act, (Act 1 of 1999)
- (i) Promotion of Administrative Justice Act (PAJA), (Act 3 of 2000)
- (j) Promotion of Access to Information Act (PAIA), (Act 2 of 2000)
- (k) Competition Act (CA), (Act 89 of 1998)
- (l) Prevention and Combating of Corrupt Activities Act (PCCA), (Act 12 of 2004).

#### **5 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.

## **5.1 The Customer**

The Office of the Premier (OoP)

### **Understanding the Automated Performance Monitoring and Reporting System**

## **5.2 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 within 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.

- Implement three levels of approval within the directorate (Submitter, Verifier and Approver)
- Implement Legislature question tracking tool
- Operational Plans capability
- Include the APP drafting automation for new/change of the financial year including Technical Indicator Descriptors
- Easy and simplified data collection of APP indicators and targets performance information Implement the following reports:
  - OCPOL Report
  - Audit Committee Reports
  - Service Delivery Improvement Plan (Capturing of indicators, SDIP Reports and Batho Pele Reports
  - OoP Deliverology Reports
  - Under performance reports
  - SOPA matrix and progress report for OoP
  - Trend analysis report
  - Integration to the e-QPRS (DPME System) and PME system
  - OoP Mid-term report
  - OoP End of term report
  - Performance reports on emerging from unforeseen circumstances
  - Implement work flow for sub directorates
  - Direct Printing of APP and other related documents from the system
  - Link Outcome indicators to SDG's, NDP, MTSF, TMR pillars and GGT2030 Priorities
  - Provide performance overview in a form of real time dashboards and statistical analysis including charts, projects and performance areas
  - Ability to upload and save portfolio of evidence
  - Ability to adapt to change in reporting requirements and new reporting templates

### **5.3 The Technical Stream:**

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

- Host, corrective, adaptive and preventive maintenance & support
- 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
- Provide early warning system by providing alerts on imminent targets and deadlines

- Provide warning system for under and over achievement and request reasons thereof
- Include maintenance and support
- Possible integration with other available systems within the Office of the Premier
- Ability to host a repository of portfolio of evidence that may not be changed when submissions are finalised
- Security access with username and encrypted passwords
- 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
- Calculations must include deviations and must force comments, both positive and negative deviations
- 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.

#### **5.4 Licensing:**

This section will deal with licensing of system software and provision of access to tools where required:

- Renew License for updates to the system platform and system patches and other configurations.

#### **5.5 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. 3<sup>rd</sup> 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 support will be provided by the service provider
23. Key deliverables
24. Information to service providers
25. Timeliness/Time-frames Management of the project.

## 5.6 Deliverables, Timeframes and 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  | <b>Project preparation</b><br>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                  |
|    |                                                                                                                                                                                                                                                                                                                                                                                | Infrastructure analysis and system installation        |
| 2  | <b>Blueprint</b><br>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                                  |
|    |                                                                                                                                                                                                                                                                                                                                                                                | Confirm To-be process                                  |
|    |                                                                                                                                                                                                                                                                                                                                                                                | Adopt a final blue print document                      |
| 3  | <b>Realisation</b><br>Completion of the final design and configuration of the system. The objective is to implement the business and process requirements based on the Business                                                                                                                                                                                                | Capturing of the APP                                   |
|    |                                                                                                                                                                                                                                                                                                                                                                                | Integration of MERMS system to access previous reports |

| No | Tasks                                                                                                                                                                                                                                                                                                                                                                                                                          | Estimated deadline in weeks                                       |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
|    | Blueprint, including an overall test and the subsequent release of the system for production (live operation).                                                                                                                                                                                                                                                                                                                 | Capturing of users                                                |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Align OoP Strategic Plan Outcomes with GGT, MTSF & NDP priorities |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
| 4  | <b>Final preparation</b><br>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 OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | End user training (programme managers)                            |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
| 5  | <b>Go live and support</b><br>During this phase, the Performance Monitoring and Reporting System solution will be moved from a pre-production environment to live production environment                                                                                                                                                                                                                                       | First quarter reporting                                           |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Second quarter reporting                                          |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Third quarter reporting                                           |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
| 6  | <b>Quality control and support</b><br>A support structure is set up for end users. This support should cover, 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. Furthermore, provide assurance on the integrity of the business process requirements of the system and projected benefits. | Every Fourth quarter reporting                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Project management                                                |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Dates to be confirmed with OoP                                    |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                | Change management                                                 |

## 5.7 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:
  - Development of PM&E solutions
  - Development of Business Intelligence (BI) Tools
  - Development of Business Process Management solutions
  - Business Analysis
  - Performance Management
  - Project portfolio/ performance management
  - Software application development, implementation and support
  - Development of high-level performance overview with dashboards
  - Development of detailed business intelligence reports
  - 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                                                                                                                                     |
| <b>Team members</b>              |                                                                                                                          |                                                                                                                                                                                                                                               |
| Business Intelligence Specialist | Minimum 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               | Minimum Diploma or bachelor's degree, ideally in Software Software 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<br>Java, Javascript, C#, VB.Net, SQL.                                            |

| Role             | Qualifications                                                                                      | Experience                                                                                                                                   |
|------------------|-----------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                                                                                     | Database and SQL experience (ideally PostgreSQL)<br>Experience using software development processes and software life cycle management tools |
| Business Analyst | Minimum Diploma or bachelor's degree in Business Analysis                                           | Two years' experience in business analysis                                                                                                   |
| Change Manager   | Minimum Diploma or bachelor's degree 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) Bidders are required to submit appointment letters/signed service level agreement/reliable contactable signed reference letters with regard to the projects carried out in similar capacity in both Government and private sector Ownership.

## **5.8 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 5 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.

## **5.9 Specific Requirements**

### **5.9.1 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.

### **5.9.2 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.

### **5.9.3 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.

#### **5.9.4 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.

#### **5.9.5 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.

#### **5.9.6 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.**

#### **5.9.7 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.

#### **5.9.8 Service Maintenance**

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

### **6 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 5 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 activities as outlined in a project plan.

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

## **7 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.

## **8 GENERAL CONDITIONS**

### **8.1 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.

## **9 INVOICING**

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

## 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: Administrative Compliance Evaluation;
- Stage 1B: Functionality Evaluation; and
- Stage 1C: Live Demonstration and Presentation Evaluation
- Stage 2: Price and Preference Points

### Stage 1A: Administration Compliance Evaluation Criteria

- During this stage bid documents will be reviewed to determine the compliance with SCM returnables, tax matters and whether the Central Supplier Database (CSD) report has been submitted with this bid documents at the closing date and time of the bid.
- The bid proposal will be screened for compliance with administrative requirements as indicated below:

**Table 1: Mandatory Documents for Administrative Evaluation Compliance**

| No. | Documents that must be submitted and will lead the bidder to disqualification if not returned with the tender pack | Documents that must be fully signed and completed for Compliance | Bidder must check if compliant by Yes/ No |
|-----|--------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|-------------------------------------------|
| 1   | SBD 1 - Invitation to Bid                                                                                          | Fully completed signed and submitted                             |                                           |
| 2   | SBD 4 - Bidder's Disclosure                                                                                        | Fully completed signed and submitted                             |                                           |
| 3   | SBD 3.1 – Pricing Schedule firm prices                                                                             | Fully completed signed and submitted                             |                                           |

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

### Other Required Documents

**Table 2: Other Required Documents**

| No. | Documents that must be submitted                      | Failure to submit below listed documents will not lead to the bidder being disqualified.         |
|-----|-------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| 1   | B-BBEE Certificate issued by a South African National | Companies that are not EMEs or QSEs (Generic QSEs that are not at least 100% or 51% Black-owned) |

| No. | Documents that must be submitted                                                                                                                                                                                                                                                                              | Failure to submit below listed documents will not lead to the bidder being disqualified.                                                                                                                                                                                                                                                                                                            |
|-----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Accredited System Verification Agency/ Valid sworn affidavit                                                                                                                                                                                                                                                  | A Sworn Affidavit must be in original format, signed and date-stamped by a Commissioner of Oaths and signed by the Deponent.                                                                                                                                                                                                                                                                        |
| 2   | JV or a consortium agreement (where applicable)                                                                                                                                                                                                                                                               | Service providers who wish to respond to this bid as a Joint Venture (JV) or a Consortium with B-BBEE entities, must state their intention to do so in their bid submission. Such service providers must also submit a signed JV or Consortium Agreement between the parties clearly stating the percentage split of business and the associated responsibilities/deliverables of each party.       |
| 3   | Consolidated BBBEE Certificates.                                                                                                                                                                                                                                                                              | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated BBBEE status level verification certificate. Note: Failure to submit a valid and original consolidated B-BBEE Certificate for the JV or a certified copy thereof at the closing date of this bid, will result in a score of zero being allocated for Specific Goals Points. |
| 4   | Tax Compliance Status<br>Personal Identification number (PIN) obtainable from SARS                                                                                                                                                                                                                            | This information will be used to verify the tax compliance status of service provider.                                                                                                                                                                                                                                                                                                              |
| 5   | Registration on Central Supplier Database (CSD)                                                                                                                                                                                                                                                               | The bidder must be registered as a service provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain the Supplier Number. Submit proof of registration.                                                         |
| 6   | Company Registration Documents                                                                                                                                                                                                                                                                                | Certificates obtainable from Companies and Intellectual Property Commission (CIPC);                                                                                                                                                                                                                                                                                                                 |
| 7   | Two (2) years of comparative audited financial statements (where applicable), In the event that audited financial statements are not a legislative requirement or a requirement of the business enterprise then financial statements for two years signed by the enterprise's Accountant should be submitted. | Attached to the document                                                                                                                                                                                                                                                                                                                                                                            |
| 8   | POPI Act - Personal Information Processing Form (Compliance with POPI Act)                                                                                                                                                                                                                                    | Fully completed and signed                                                                                                                                                                                                                                                                                                                                                                          |
| 9   | SBD 6.1 – Preference Point Claim Form                                                                                                                                                                                                                                                                         | Non-submission will lead to a zero (0) score on Specific goals                                                                                                                                                                                                                                                                                                                                      |

**Failure to submit the above-stated documents will not lead to disqualification, however, the bidder will forfeit points for Specific Goals.**

### **Stage 1B: Functionality Evaluation**

**Functionality will be scored out of 100 points and the minimum threshold to qualify is 70 points.**

**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.). Shortlisted bidders meeting the functional requirements of this tender will be evaluated further by the Bid Evaluation Committee on Live Demonstration and Presentation Evaluation.

| No. | Criterion               | Comment                                                                                                                                                                                                                                       | Points Allocated per Sub-criteria | Total Points per Criterion |
|-----|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------|
| 1.  | Project Plan            | <b>Bidder shall be required to provide an explicable project plan with Time frames and costing in line with the following:</b>                                                                                                                |                                   | <b>40</b>                  |
|     |                         | Communication Plan <b>(10 points)</b>                                                                                                                                                                                                         | 10                                |                            |
|     |                         | No Communication Plan <b>(0 points)</b>                                                                                                                                                                                                       | 0                                 |                            |
|     |                         | Training plan <b>(10 points)</b>                                                                                                                                                                                                              | 10                                |                            |
|     |                         | No training plan <b>(0 points)</b>                                                                                                                                                                                                            | 0                                 |                            |
|     |                         | Costing directly linked to deliverables and milestones <b>(10 points)</b>                                                                                                                                                                     | 10                                |                            |
|     |                         | No costing directly linked to deliverables and milestones <b>(0 points)</b>                                                                                                                                                                   | 0                                 |                            |
|     |                         | Defined project scope with clear time lines <b>(10 points)</b>                                                                                                                                                                                | 10                                |                            |
|     |                         | No defined project scope with clear time lines <b>(0 points)</b>                                                                                                                                                                              | 0                                 |                            |
| 2.  | Project Team Set Skills | <b>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 projects.</b> |                                   | <b>40</b>                  |
|     |                         | <b>2.1. Dedicated Project Manager Experience:</b>                                                                                                                                                                                             |                                   | <b>20</b>                  |
|     |                         | No project manager experience <b>(0 points)</b>                                                                                                                                                                                               | 0                                 |                            |

| No. | Criterion | Comment                                                                                                                                                     | Points Allocated per Sub-criteria | Total Points per Criterion |
|-----|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------|
|     |           | 1-year to less than 2 years' experience in project management <b>(5 points)</b>                                                                             | 5                                 |                            |
|     |           | 2 -years' to less than 3 years' experience in project Management: <b>(10 points)</b>                                                                        | 10                                |                            |
|     |           | 3 years' and above experience in the relevant field In delivering large scale software development projects <b>(20 points)</b>                              | 20                                |                            |
|     |           | <b>2.2. Project manager Qualifications:</b>                                                                                                                 |                                   | <b>20</b>                  |
|     |           | No qualification <b>(0 points)</b>                                                                                                                          | 0                                 |                            |
|     |           | 3-year degree or advance diploma in Computer Science: including certification on 1 of the following: Prince 2, PMP, CAPM and Agile – <b>(5 points)</b>      | 5                                 |                            |
|     |           | 3-year degree or advance diploma in Computer Science: including certification on 2 - 3 of the following: Prince 2, PMP, CAPM and Agile - <b>(10 points)</b> | 10                                |                            |
|     |           | 3-year degree or advance diploma in Computer Science including certification on all of the following: Prince 2, PMP, CAPM and Agile - <b>(20 points)</b>    | 20                                |                            |

|  |                                         |                                                                                                                                                                                                                                                                                                                                                                         |   |           |
|--|-----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|
|  |                                         | <b>2.3. Team Member Experience:</b>                                                                                                                                                                                                                                                                                                                                     |   | <b>10</b> |
|  | <b>Business Intelligence Specialist</b> | No Experience <b>(0 points)</b>                                                                                                                                                                                                                                                                                                                                         | 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) <b>(3 points)</b>                                                                                                         | 3 |           |
|  | <b>Software Developer</b>               | No Experience <b>(0 points)</b>                                                                                                                                                                                                                                                                                                                                         | 0 |           |
|  |                                         | A minimum of 3 years working experience in software development<br>Experience developing web-based applications (full stack) including third-party integrations<br>Java, Javascript, C#, VB.Net, SQL.<br>Database and SQL experience (ideally PostgreSQL)<br>Experience using software development processes and software life cycle management tools <b>(3 points)</b> | 3 |           |
|  | <b>Business Analyst</b>                 | No Experience <b>(0 points)</b>                                                                                                                                                                                                                                                                                                                                         | 0 |           |
|  |                                         | Two years' experience in business analysis <b>(2 points)</b>                                                                                                                                                                                                                                                                                                            | 2 |           |

|  |                                         |                                                                                                                                                                 |   |           |
|--|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------|
|  | <b>Change Manager</b>                   | No Experience <b>(0 points)</b>                                                                                                                                 | 0 |           |
|  |                                         | Three years' experience in a project change management environment <b>(2 points)</b>                                                                            | 2 |           |
|  |                                         | <b>2.4. Team Member Qualification</b>                                                                                                                           |   | <b>10</b> |
|  |                                         | No Qualifications <b>(0 points)</b>                                                                                                                             | 0 |           |
|  | <b>Business Intelligence Specialist</b> | Minimum Diploma, or Bachelors or advanced degree (e.g., B Com Informatics, BSc Informatics, BTech, Honours); and Diploma in Business Analysis <b>(3 points)</b> | 3 |           |
|  | <b>Software Developer</b>               | Minimum Diploma or Bachelors or advanced degree, ideally in Software Engineering or Computer Science <b>(3 points)</b>                                          | 3 |           |
|  | <b>Business Analyst</b>                 | Minimum Diploma or Bachelors or advanced degree in Business Analysis <b>(2 points)</b>                                                                          | 2 |           |
|  | <b>Change Manager</b>                   | A minimum Diploma, or Bachelors or advanced degree degree in Organisational development, change management or equivalent <b>(2 points)</b>                      | 2 |           |

|                                                                                                                                    |                  |                                                                                                                                              |    |            |
|------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----|------------|
| <b>3.</b>                                                                                                                          | <b>Reference</b> | <b>Contactable references for a bidder with regard to the projects carried out in similar capacity in both Government and private sector</b> |    | <b>20</b>  |
|                                                                                                                                    |                  | Less than three references <b>(0 points)</b>                                                                                                 | 0  |            |
|                                                                                                                                    |                  | Three contactable references <b>(6 points)</b>                                                                                               | 6  |            |
|                                                                                                                                    |                  | Four contactable references <b>(10 points)</b>                                                                                               | 10 |            |
|                                                                                                                                    |                  | Five and more contactable references <b>(20 points)</b>                                                                                      | 20 |            |
| <b>(Please attach appointment letters/reference letters/signed service level agreement in the client's letterhead as evidence)</b> |                  |                                                                                                                                              |    |            |
| <b>Total Points: Functionality Evaluation Criteria</b>                                                                             |                  |                                                                                                                                              |    | <b>100</b> |
| <b>Minimum Threshold: Functionality Evaluation Criteria</b>                                                                        |                  |                                                                                                                                              |    | <b>70</b>  |

Refer to pages where the above items are found, as shown in a table below.

| No. | Item                           | Page/s  |
|-----|--------------------------------|---------|
| 1   | Project Plan                   | 9 - 10  |
| 2   | Project Team Set Skills        | 10 - 12 |
| 2.1 | Project Manager Experience     | 10 - 12 |
| 2.2 | Project Manager Qualifications | 10 - 12 |
| 2.3 | Team Member Experience         | 10 - 12 |
| 2.4 | Team Member Qualifications     | 10 - 12 |

### Stage 1C: Live Demonstration and Presentation Evaluation

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

| VIRTUAL LIVE DEMONSTRATION AND PRESENTATION OF<br>AUTOMATED PERFORMANCE MONITORING AND REPORTING SYSTEM |                                                                                                                                                                                                                  |                                             |                   |
|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------|
| No.                                                                                                     | Criterion / Comments                                                                                                                                                                                             | Points<br>Allocated<br>per Sub-<br>criteria | Maximum<br>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: |                                             | 100               |
|                                                                                                         | How will the software be deployed                                                                                                                                                                                | 20                                          |                   |
|                                                                                                         | The functionality of the system and its web-based usability and IT Security features.                                                                                                                            | 20                                          |                   |
|                                                                                                         | Data integration and Automated Performance Monitoring and Reporting System database functionality                                                                                                                | 20                                          |                   |
|                                                                                                         | Reporting tools for senior and executive management                                                                                                                                                              | 20                                          |                   |
|                                                                                                         | Ease of use web App publishing                                                                                                                                                                                   | 10                                          |                   |
|                                                                                                         | Early warning detection system and real-time dashboard reports                                                                                                                                                   | 10                                          |                   |
| <b>Total Points: Live Virtual Demonstration and Presentation Evaluation Criteria</b>                    |                                                                                                                                                                                                                  |                                             | <b>100</b>        |
| <b>Minimum Threshold: Live Virtual Demonstration and Presentation Evaluation Criteria</b>               |                                                                                                                                                                                                                  |                                             | <b>70</b>         |

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

## Stage 2: Price and Preference Points

- The contract will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022. Bids will be adjudicated in terms of 80/20 preference point system in terms of which points are awarded to bidders based on:

| AREA          | POINTS |
|---------------|--------|
| Price         | 80     |
| Specific goal | 20     |

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

| SPECIFIC GOAL                 | POINTS | EVIDENCE REQUIRED                                                                                                                               | SUPPLIERS POINTS CLAIMED (POINTS WILL BE VERIFIED) |
|-------------------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
| Black people owned enterprise | 20     | 1. Certified Identity document copy<br>2. B-BBEE certificate accredited by a SANAS Agency/CIPC<br>3. Valid sworn affidavit<br>4. CIPC documents |                                                    |

- A tenderer failing to submit supporting documents for the Specific Goal/s as per the above Table will not be disqualified, but:
  - Shall only score points out of 80 (eighty) for price; and
  - Shall score 0 (zero) points out of 20 (twenty) for specific goal/s.
  - The points scored by a tenderer for specific goal will be added to the points scored for price.

The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or below R50 million, inclusive of all applicable taxes:

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where-

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{min}$  = Price of lowest acceptable tender.

## 11 PROPOSAL SUBMISSIONS

**Proposals must be submitted in hard copy together with a softcopy on a memory stick and supporting documentation, in a sealed envelope clearly marked GT/OOP/046/2024 “Automated Performance Monitoring and Reporting System”**

**CLOSING DATE: .....**

- All bids / tenders must be deposited in the **Tender Box** at the following address:  
**Department of Infrastructure Development, Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street), Marshalltown, Johannesburg 2001**
- 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.

## 12 CONTACT DETAILS

### ENQUIRIES

**Tender Enquiries** related to the tender/bidding process and technical requirements should be directed to: **Ms Roshini Amrani** [Roshini.Singh@gauteng.gov.za](mailto:Roshini.Singh@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](mailto:Vuyiswa.Stephens@gauteng.gov.za)



**GAUTENG PROVINCE**  
PROVINCIAL TREASURY  
REPUBLIC OF SOUTH AFRICA

# Provincial Supply Chain Management

**Registered Supplier Confirmation**

Page 1 of 1

**THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY**

**PLEASE NOTE:**

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

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

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

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

**I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.**

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

DATE:



# Provincial Supply Chain Management

**Financial Statements**

Page 1 of 1

## Submission of Financial Statements

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

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

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

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

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

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

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

## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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)