GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID	Page 1 of 4

BID NUMBER	GT/GDE/025/2025
BID DESCRIPTION	INVITATION TO SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CUSTOMER INSTITUTION	GAUTENG DEPARTMENT OF EDUCATION

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

TERM AGREEMENT CALLED FOR?	**Y**	☑	**N**	☐	**TERM DURATION**	THREE (3) YEARS

CLOSING DATE	11/07/2025	**CLOSING TIME**	11H00

TENDER BOX LOCATION
GAUTENG DEPARTMENT OF EDUCATION, TALLIS BUILDING, 17 SIMMONDS STREET, MARSHALLTOWN, JOHANNESBURG

NOTES

THE TENDER BOX IS OPEN 07HOO TO 16H00 WEEK DAYS

- 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.
- 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 BID 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 Invitation to Bid Pack consists of one Section (Section 1). This section must be submitted, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

Non-compulsory **"How to tender"** workshops are held every Wednesday from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

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PART A
INVITATION TO BID

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	gdeprocurement6
TELEPHONE NUMBER	011 355 1260
FACSIMILE	N/A
E-MAIL ADDRESS	gdeprocurement6@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF EDUCATION
CONTACT PERSON	Mr Teboho Mayeza
TELEPHONE NUMBER	011 355 0620/ 083 951 1636
FACSIMILIE	N/A
E-MAIL ADDRESS	teboho.mayeza@gauteng.gov.za

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

GAUTENG PROVINCE
EDUCATION
REPUBLIC OF SOUTH AFRICA

CONSENT FORM TO PROCESS PERSONAL INFORMATION IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013 (POPIA).

The purpose of the POPIA is to protect personal information of individuals and businesses and to give effect to their right of privacy as provided for in the Constitution.
By signing this form, you consent to your personal information being processed by the Gauteng Department of Education. Said consent is effective immediately and will remain effective until consent is withdrawn.

APPLICATION FOR CONSENT OF A DATA SUBJECT, FOR THE PROCESSING OF PERSONAL INFORMATION REGARDING THE PURPOSE OF BIDS.

Name & Surname/Company: ____

Residential/Postal or Business Address: ____
____

Contact number (s): ____

Email address: ____

1. In the furtherance of the Gauteng Department of Education (**The Department**) 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 bid.

2. For purposes contemplated in paragraph 1, the Department, 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 __________________________ ___________________________________ (Name of **Company**), confirm that:

4. I have read and understood the contents of this Personal Information Processing Consent form, the details of which have been explained to me and furthermore I understand my right to privacy and the right to have my personal information processed in accordance with the conditions for the lawful processing of personal information.

5. I declare that all my personal information supplied to the Department is accurate, up to date, not misleading and that it is complete in all respects and will be held and/ or stored securely for the purpose for which it was collected and that I will immediately advise the Department of any changes to my Personal Information should any of these details change.

6. I also understand that I have the right to request that my personal information be corrected or deleted, if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, or obtained unlawfully or that the personal information or record be destroyed or deleted if the Department is no longer authorised to retain it.

7. I declare that my personal/the Company’s 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.

8. I accept the data security and protection measures adopted and/or applied by the Department in their retention, disclosure, processing, and further processing of my and/or Company’s personal information/data.

9. I accept that the Department may retain any of my personal/the Company information/data as may be required for purposes contemplated in paragraph 1 during the time period that it may be so required.

10. With my signature below, I 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.

Signed at .... on this .... day of ....20……

….. ……………………………….

Name of data subject/ designated person Signature

………………………………………… ……………………………….

Name/Surname/Dept of Responsible Party Signature

Date:

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	INSTRUCTION TO BIDDERS	**Page: 1 of 4**

1.	The INVITATION TO BID 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 INVITATION TO BID 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 BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID 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 INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US $ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING 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 BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (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 BID (not applicable for PANEL of BIDDERS).

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
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9	Where items are specified in detail, the specifications form an integral part of the BID 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 PANEL 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 PANEL 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 SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL 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 SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL 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 the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL 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 the (PRICING SCHEDULE per item).

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	INSTRUCTION TO BIDDERS	**Page: 3 of 4**

17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, 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, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s)before the closing time and date of the BID 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.

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	INSTRUCTION TO BIDDERS	**Page: 4 of 4**

24	In cases where the relevant Department or Institution advertising this BID 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 BID 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 BID 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 (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 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 BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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	POINT SYSTEM | Page 1 of 1

BID NUMBER	GT/GDE/025/2025	**CLOSING DATE**	11/07/2025
VALIDITY OF BID	180 DAYS	**CLOSING TIME**	11H00

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

This BID 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).

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES		NO	

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

Full Name	Identity Number	Name of State Institution

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

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	BIDDER'S DISCLOSURE	**Page: 2 of 3**

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

YES		**NO**	

2.2.1 If so, furnish particulars:

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

YES		**NO**	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 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.

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

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	BIDDER'S DISCLOSURE	**Page: 3 of 3**

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 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.

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

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

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	EVALUATION METHODOLOGY PROCESS	Page 1 of 2

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the Tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
Category A (Training, Coaching and Advisory Services)	
Methodology and Approach	30
Key Personnel	40
Company Experience	30
Category B (Training, Coaching and Advisory Services)	
Methodology and Approach	30
Key Personnel	40
Company Experience	30
Category C (Training, Coaching and Advisory Services)	
Methodology and Approach	30
Key Personnel	40
Company Experience	30
TOTAL	100

<u>NOTE</u>: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation,

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	EVALUATION METHODOLOGY PROCESS	Page 2 of 2

BIDDERS JOB CREATION ANALYSIS

Company Name		**Vendor Number**		**Date Established**	

	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 source of supply)
- Where the jobs created for employees that were in existing positions or unemployed? (Net Job Creation)

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

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

GAUTENG PROVINCE
EDUCATION
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TERMS OF REFERENCE

INVITATION TO SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

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BACKGROUND

The Gauteng Department of Education (GDE) School Financial Management plays a vital role in schools by ensuring that all schools are run in a cost efficient and effective manner. Failure to implement good financial controls at schools can result in schools being unable to achieve their core mandate of educating the nation within the Gauteng Province.

The purpose of this Request for Proposal (RFP) is to acquire the services of a panel to provide auditing, financial management and accounting services from Accountants and Auditors registered with accounting and auditing professional bodies The appointed service providers will provide these services at Early Childhood Development (ECD), Public and Independent schools as and when required for a period of three years.

The services will be required where there is a risk of financial misconduct at schools and to ensure that the schools are in compliance with the financial regulations and policies.

1. LEGAL FRAMEWORK

The following Legislative Framework will be applicable:

a) The Constitution of the Republic of South Africa 1996, as amended.
b) Preferential Procurement Regulations of 2022
c) Public Finance Management Act No.1 of 1999, as amended.
d) Treasury Regulations for Departments 2005
e) Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.
f) Broad Based Black Economic Empowerment Act No. 53 of 2003, as amended.
g) The South African Schools Act No. 84 of 1996, as amended.
h) Gauteng Schools Education Act No. 6 of 1995, as amended.
i) National Education Policy Act No. 27 of 1996, as amended.
j) Public Service Act No. 103 of 1994, as amended.
k) Employment of Educators Act No. 76 of 1998, as amended.
l) Promotion of Access to Information Act No. 2 of 2000, as amended.
m) Promotion of Administration Justice Act No. 3 of 2000, as amended.

n) Protection of Personal Information Act No. 4 of 2013, as amended.
o) Disaster Management Act No. 57 of 2002, as amended.
p) Auditing profession Act No. 26 of 2005, as amended.
q) Accounting Standards and Legislation, as amended.
r) Public Audit Act No. 25 of 2004, as amended.
s) Children's Act No 38 of 2005, as amended.
t) Gauteng Province: Financial Management and Reporting Guidelines for Public Schools 2020
u) Gauteng Province: Guidelines for the preparation on Annual Financial Statements by Public Schools in Gauteng 2024
v) Gauteng Province: Accounting Manual for Public Schools 2017.
w) National Qualification Framework Act 12 of 2019, as amended.

2. PROJECT BRIEF

Gauteng Department of Education (GDE) seeks to appoint service provider(s) who will be responsible for providing accounting, assurance and coaching/ mentoring services for a fixed term period of three (3) years**.**

The following are the required needs for the service:

a) Preparation of schools' Annual Financial Statements in accordance with applicable legislative and regulatory framework.
b) Perform financial regularity and performance audits on school finance management.
c) Conduct coaching, training and advisory services on financial management and governance related processes at identified schools.
d) Assist schools in developing, implementing and monitoring effective internal controls.
e) Developing financial statements in accordance with the South African Schools Act (section 42 and 43).

3. SCOPE OF WORK / DELIVERABLES

The appointed service provider(s) will be expected to render the following services:

3.1 **Preparation of schools' Annual Financial Statements in accordance with applicable legislative and regulatory framework, (Category A).**

3.1.1 The service provider must gather documentation to support account balances to verify that the amounts reported on a school's financial statements are correct.

3.1.2 The service provider must view the school's financial data for errors.

3.1.3 The service provider must record adjusting journal entries to correct misstatements found while analysing financial data.

3.1.4 The service provider must draft financial statement reports and notes.

3.1.5 The service provider must analyse and report on the performance of the annual financial statements.

3.2 Perform financial regularity and audits on school finances, (Category B).

3.2.1 The service provider must conduct an annual audit in schools which includes auditing of financial statements and report on performance and compliance by making reference to key legislation.

3.2.2 The service provider must investigate financial statements, documentation, and processes to assess whether there might be risks that could impact the financial statements.

3.2.3 The service provider must ensure the reliability of information prepared for financial users.

3.2.4 The service provider must give financial users reasonable assurance to add credibility to the reported financial statements.

3.2.5 The service provider must verify compliance with legislative and regulatory framework to prevent risks and fraudulent practices.

3.2.6 The service provider must provide assurance that financial statements are free of material misstatement and are fairly presented and make recommendations on the performance of the Annual Financial Statements.

3.3 Conduct Coaching, Training and Advisory Services on financial management and governance, (Category C).

3.3.1 The service provider must arrange regular sessions at schools to address identified challenges in order to assess performance and improve on the Department's objectives.

3.3.2 The service provider must conduct assessments into the type of training needed in order to improve reporting.

3.3.3 The service provider must have the capacity to train financial management to financial and non -financial users.

3.3.4 The service provider must, in monitoring the financial statements, detect possible risks in the mismanagement of funds through identifying errors before the financial impact is realised.

3.3.5 The service provider must review the process for monitoring compliance with the financial regulations and consider any matters that may have an effect on the financial report.

3.3.6 The service provider must use existing school information to gain understanding of the relevant risks, processes, and control procedures.

3.3.7 The service provider must provide advisory services to the school in terms of improving financials and attaining governance objectives.

3.3.8 The service provider must be able to transfer skills once their tenure is complete.

3.4 Assist schools in developing, implementing and monitoring effective internal controls, (Category C).

3.4.1 The service provider must ensure that the schools define their internal controls and address them immediately.

3.4.2 The service provider must investigate and identify existing and possible risks and provide recommendations of internal control measures to put in place. This must be in line with principles of the Auditor General of South Africa.

3.4.3 The service provider must provide regular updates to GDE regarding compliance and governance related issues.

3.4.4 The service provider must create an ethical environment that enhances accountability, integrity and transparency.

3.5 Developing financial statements in accordance with the South African Schools Act (section 42 and 43), (Category A & C).

3.5.1 Section 42 stipulates that the governing body of a public school must keep records of funds received and spent by the public school and of its assets, liabilities, and financial transactions and not later than three months after the end of each financial year, draw up annual financial statements in accordance with the guidelines determined by the Member of the Executive Council. Section 43 states that the governing body of a public school must appoint a person registered as an auditor in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005), to audit the records and financial statements

It is against this background, that the service provider must assist schools develop financial statements which will be used as a yardstick for promoting good governance, accountability and further give assurance to the users that funds are utilised for the purposes intended. As per the guidelines determined by the MEC, the service provider must assist schools develop financial statements that are based on the following principles, concepts and requirement.

3.5.1.1 Going concern - When preparing financial statements, the governing body of a school shall make an assessment of the school's ability to continue as a going concern. The school is a going concern unless the governing body either intends to liquidate the school or to cease operations or has no realistic alternative but to do so.

3.5.1.2 Understandability – The information provided in financial statements should be presented in a way that makes it clear for users who have reasonable knowledge of business and economic activities and accounting and a willingness to study the information with reasonable diligence.

3.5.1.3 Relevance – The information provided in the financial statements must be relevant to the decision-making needs of users.

3.5.1.4 Materiality - Information is material and therefore has relevance if its omission or misstatements could influence the economic decisions of users.

3.5.1.5 Reliability – Information must be free from material error and bias and represent faithfully that which it either purports to represent or could reasonably be expected to represent.

3.5.1.6 Substance over form – Transactions and other events and conditions should be accounted for and presented in accordance with their substance and not merely their legal form.

3.5.1.7 Prudence – Is the inclusion of a degree of caution in the exercise of the judgments needed in making the estimates required under conditions of uncertainty.

3.5.1.8 Completeness - The information in financial statements must be complete within the bounds of materiality and cost.

3.5.1.9 Comparability – Users must be able to compare the financial statements of an entity through time to identify trends in its financial position and performance.

3.5.1.10 Timeliness – Involves providing the information within the decision time frame.

3.5.1.11 Balance between benefit and cost. – The benefits derived from information should exceed the cost of providing it.

NB: Bidders must indicate their preferred category(ies) in line with their expertise.

Category	**Description**	**Bidders to indicate using (X) their preferred category(ies)**
Category A	Accounting and Bookkeeping	
Category B	Assurance	
Category C	Training, Coaching and Advisory Services	

4. EVALUATION

The evaluation of the bids will be conducted in one (1) stage as per the Preferential Procurement Regulations, 2022 issued in terms of Section 5 of the Preferential Procurement Policy Framework Act (PPPFA) No. 5 of 2000.

Stage One will be the evaluation of bids on Administrative Compliance and Functionality (Desktop). During this stage of evaluation, the Bidder/s that do not meet the mandatory requirements and/ or the minimum threshold of 80 points for the Functionality (Desktop) Evaluation will be disqualified and will not be considered for awarding.

4.1 Stage 1(a): Administrative Evaluation

Administrative evaluation will be carried out on all the bids received and if the compulsory documentation mentioned below is not submitted, fully completed, signed and /or attached such a bid will be eliminated from any further evaluation.

Mandatory Returnable Documents: (eliminating criteria)

a) The bidder must submit a fully completed and signed bid in the original tender document (RFP pack) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.

b) The bidder must indicate the category(ies) they are bidding for (refer to page 9 of 22)

Other Required Documents: (not eliminating criteria)

a) Proof of National Treasury Central Supplier Database (CSD) registration. For Consortiums or Joint-Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party (Bidders must be registered on CSD before submitting before or on the closing date of this tender).

b) A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a Tax Compliance Status Pin for each party (Tax Status will be validated during evaluation stage and before contract award and no bidder will be awarded this bid with inactive/non-compliant Tax Status)

c) Valid B-BBEE certificate (only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted) or

d) Valid original sworn affidavit or valid copy issued by the DTI or the CIPC for bidders who qualify as an Exempted Micro Enterprises (EME) or Qualifying Small Enterprise (QSE). (Valid sworn affidavit must comply with the Justices of the Peace and Commissioners of Oaths Act) or

e) Valid B-BBEE certificate issued by CIPC in line with B-BBEE Practice Guide 01 of 2018.

f) In case of a consortium or joint venture agreement and a consolidated B-BBEE Status Level Verification Certificate from B-BBEE verification agencies accredited by SANAS must be submitted and it must include the tender number.

g) In the case of a consortium or joint venture, proposals must contain the following (where applicable):
   - Team Agreements signed by all party representatives.
   - Proposed revenue percentage split.

NB: Service providers will be appointed according to the category they are bidding for. The Department reserves the right to allocate categories.

4.2 Stage 1(b): Functionality

The minimum threshold is **80** points out of 100 (for each category) and any bidder that scores less than 80 points out of 100 for **functionality** will be regarded as submitting a non-responsive proposal and will be disqualified. Service Providers who meet the minimum functionality score of 80 (paper-based evaluation) will be short listed.

Category A (Accounting and Bookkeeping)

NO.	CRITERIA	WEIGHT
1.	**Methodology and Approach**	**30**
1.1	**Provide a methodology and approach in the implementation of the following:** i. Statement of financial position (6) ii. Statement of financial performance (6) iii. Statement of changes in surpluses and reserves (6) iv. Statement of cash flows (6) v. Notes to the financial statements (6) **Refer to paragraph no. 3.1 of scope of work.**	
2.	**Key Personnel**	**40**
2.1	**Submit CVs that clearly indicate the relevant accounting and bookkeeping experience for all personnel together with valid proof of professional membership accreditation (subject to verification). Bidders will not be evaluated on experience should they fail to submit valid professional membership accreditation and will thus obtain zero points for this criterion.** All personnel **(Project Director, Project Manager and Project Consultant)** must have membership accreditation with either of the below professional bodies: i. South African Institute of Chartered Accountants (SAICA)	

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

NO.	CRITERIA	WEIGHT
	ii. South African Institute of Public Accountants (SAIPA) iii. Association of Charted Certified Accountants (ACCA) iv. Institute of Administration and Commerce of South Africa (IAC) v. The Chartered Association of Certified Accountants (CACA) vi. The Chartered Institute of Management Accountants (CIMA) vii. The Institute of Commercial and Financial Accountants of South Africa ((CFA)(SA)) viii. The South African Institute for Business Accountants (SAIBA) ix. The South African Institute of Chartered Secretaries and Administrators (ICSA) **CVs should clearly indicate the number of years of work experience in Accounting and Bookkeeping field:** **a) Accounting & Bookkeeping services for Project Director** i. 5 or more years of experience (20) ii. 3 to 4 years of experience (15) iii. 1 to 2 years of experience (10) iv. Less than a year or no experience (0) **b) Accounting & Bookkeeping services for Project Manager** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **c) Accounting & Bookkeeping services for Project Consultant** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **NB. Bidders must ensure that the attached CVs clearly define the roles and responsibilities as per the above three key personnel.**	

NO.	CRITERIA	WEIGHT
3.	**Company Experience**	**30**
3.1	**Provide reference letters supported by award letter/ purchase order/ contract agreement on the same project. The experience must be work of similar nature and must be from 2015 to date:** **The reference letters must clearly indicate the following:** a) On client letterhead b) Dated and signed by bidder's client representative. c) The nature of the project i. 5 or more reference letters (30) ii. 3 to 4 reference letters (25) iii. 1 to 2 reference letters (15) iv. No reference letter (0) **NB. Reference letters that are not on bidder's client letterhead, with no date, not signed by the bidder's client, and not indicating the nature of the project will not be considered**.	
	TOTAL	**100**
	Minimum threshold for functionality	**80**

Category B (Assurance)

NO.	CRITERIA	WEIGHT
1.	**Methodology and Approach**	**30**
1.1	**Provide a methodology and approach in the implementation of the following:** **a) Engagement process (15)** i. Scope of an audit (8) ii. Roles and Responsibilities (7) **b) Assessment of internal controls in relation to financial management (15)** i. Administration and Legislation (3) ii. Petty Cash (3) iii. Budget and Planning (3) iv. Procurement and Payments (3) v. Asset Management (3)	

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

NO.	CRITERIA	WEIGHT
2.	**Key Personnel**	**40**
2.1	**Submit CVs that clearly indicate the relevant assurance services experience for all personnel together with valid proof of professional membership accreditation (subject to verification). Bidders will not be evaluated on experience should they fail to submit valid professional membership accreditation and will thus obtain zero points for this criterion.** . All personnel **(Project Director, Project Manager and Project Consultant)** must have valid membership accreditation with either of the below professional bodies. i. Independent Regulatory Board for Auditors (IRBA) – Project Director ii. South African Institute of Chartered Accountants (SAICA) - Project Manager and Project Consultant **CVs should clearly indicate the number of years of work experience in Assurance Services:** **a) Assurance services for Project Director** i. 5 or more years of experience (20) ii. 3 to 4 years of experience (15) iii. 1 to 2 years of experience (10) iv. Less than a year or no experience (0) **b) Assurance services for Project Manager** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **c) Assurance services for Project Consultant** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **NB. Bidders must ensure that the attached CVs clearly define the roles and responsibilities as per the above three key personnel.**	

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

NO.	CRITERIA	WEIGHT
3.	**Company Experience**	**30**
3.1	**Provide reference letters supported by award letter/ purchase order/ contract agreement on the same project. The experience must be work of similar nature and must be from 2015 to date.** **The reference letters must clearly indicate the following:** a) On client letterhead b) Dated and signed by bidder’s client representative. c) The nature of the project i. 5 or more reference letters (30) ii. 3 to 4 reference letters (25) iii. 1 to 2 reference letters (15) iv. No reference letter (0) **NB. Reference letters that are not on bidder’s client letterhead, with no date, not signed by the bidder’s client, and not indicating the nature of the project will not be considered.**	
	TOTAL	**100**
	Minimum threshold for functionality	**80**

Category C (Training, Coaching and Advisory Services)

	CRITERIA	WEIGHT
1.	**Methodology and Approach**	**30**
1.1	**Provide a methodology and approach in the implementation of the following:** a) Identifying challenges and competencies needed to achieve objectives of the school in terms of the following **(15)** i. School Governance (3) ii. Internal Controls (3) iii. Financial Planning (3) iv. Asset management (3) v. Financial Reporting (3) b) Implementation of the project in terms of the following: **(15)** i. Compilation and submission of financial statements as per s42 and s43 of the SASA Act (4) ii. Develop systems to enhance and improve financial internal controls in terms of (9) • Preventive Controls (3) • Detective Controls (3) • Corrective Action (3) iii. Application of SASA guidelines prepared by the MEC in respect of the financial policy by taking into account the following: (2) • Accounts receivable and payable policy (1) • Financial planning and reporting policy (1)	
2.	**Key Personnel**	**40**
2.1	**Submit CVs that clearly indicate the relevant** training, coaching and advisory services **experience for all personnel together with valid proof of professional membership accreditation (subject to verification). Bidders will not be evaluated on experience should they fail to submit valid professional membership accreditation and will thus obtain zero points for this criterion.** All personnel **(Project Director, Project Manager and Project Facilitators)** must have valid membership accreditation with either of the below professional bodies: i. South African Institute of Chartered Accountants (SAICA) ii. South African Institute of Public Accountants (SAIPA) iii. Association of Charted Certified Accountants (ACCA) iv. Institute of Administration and Commerce of South Africa (IAC)	

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

	CRITERIA	WEIGHT
	v. The Chartered Association of Certified Accountants (CACA) vi. The Chartered Institute of Management Accountants (CIMA) vii. The Institute of Commercial and Financial Accountants of South Africa ((CFA)(SA)) viii. The South African Institute for Business Accountants (SAIBA) ix. The South African Institute of Chartered Secretaries and Administrators (ICSA) **CVs should clearly indicate the number of years of work experience in Advisory services on Financial Management:** **a) Advisory Services on Financial Management for Project Director** i. 5 or more years of experience (20) ii. 3 to 4 years of experience (15) iii. 1 to 2 years of experience (10) iv. Less than a year or no experience (0) **b) Advisory Services on Financial Management for Project Manager** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **c) Advisory Services on Financial Management for Project Facilitator** i. 5 or more years of experience (10) ii. 3 to 4 years of experience (7) iii. 1 to 2 years of experience (5) iv. Less than a year or no experience (0) **NB: Bidders must ensure that the attached CVs clearly define the roles and responsibilities as per the above three key personnel.**	
3.	**Company Experience**	**30**
3.1	**Provide reference letters supported by award letter/ purchase order/ contract agreement on the same project. The experience must be work of similar nature and must be from 2015 to date.** **The reference letters must clearly indicate the following:** a) On client letterhead b) Dated and signed by bidder's client representative. c) The nature of the project i. 5 or more reference letters (30) ii. 3 to 4 reference letters (25)	

INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

	CRITERIA	WEIGHT
	iii. 1 to 2 reference letters (15) iv. No reference letter (0) **NB. Reference letters that are not on bidder's client letterhead, with no date, not signed by the bidder's client, and not indicating the nature of the project will not be considered.**	
	TOTAL	**100**
	Minimum threshold for functionality	**80**

5. FORMAT AND SUBMISSION OF BIDS

Each RFP shall comprise of at least the following, bound and clearly indexed:

Section A	a) The bidder must fully complete, sign and submit the following Standard Bidding Documents (included in the RFP Pack): i) Request for Proposal (SBD1) ii) Bidder's Disclosure (SBD4) b) SAICA/ IRBA / SAIPA/ ACCA/ IAC/ CACA/ CIMA/ CFA(SA)/ SAIBA/ ICSA valid membership certificate
Section B	a) Proof of a Central Supplier Database (CSD) registration b) Valid SARS Tax Compliance Status (TCS) pin c) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) certificate, which is SANAS accredited, or a valid Sworn Affidavit attested by a Commissioner of Oaths
Section C	a) Detailed plans b) Signed reference/ testimonial letters c) CVs with valid and relevant qualifications for the selected categories A, B or C

6. TERMS AND CONDITIONS

6.1 Successful Bidder(s) must be in a position to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.

6.2 GDE reserves the right to reject work that does not meet the required standard and engage an alternative service provider to complete the work. GDE shall serve thirty (30) days written notice for termination of the contract in the case of non-performance.

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

6.4 Successful bidder(s) will be profiled and vetted after the appointment.

6.5 The service providers must deliver the requested service within the given timeframes (to be given as and when orders are placed).

6.6 Generally, timeframes cannot be set before entering into a formal agreement and as such, the duration of any given assignment will depend on the nature and scope of the work to be done. Appointed service providers must be available at all times to provide assistance within the set timeframes as required. When timeframes are set, service providers will be expected to deliver the required services within the set timeframes and failing which the department reserves the right to de-list the service provider(s) from the Body Shop.

6.7 A service provider that will be appointed to render services to the department will have to enter into a service level agreement with GDE. The proposed fees with a detailed breakdown must be quoted for different levels of proposed resources to be utilised at any given time. In all the projects, skills must be transferred to the staff of the institution.

6.8 GDE reserves the right to allocate work to service providers who will best meet these requirements.

6.9 Service provider must ensure that they are registered for e-invoicing on eisregistration@gauteng.gov.za

7. TIME FRAMES

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDERS FOR THE ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS FOR THE PROVISION OF ACCOUNTING, ASSURANCE, COACHING AND TRAINING SERVICES FOR A FIXED TERM PERIOD OF THREE (3) YEARS.	THREE (3) YEARS.

8. PENALTIES/WARRANTIES

8.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at NO cost to the Gauteng Department of Education.

8.2 Gauteng Department of Education reserves the right to suspend the operations of the service provider. Should such eventuality arise, a replacement will be sought without any extra cost to the Department.

8.3 Gauteng Department of Education reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.

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

9. INSTRUCTIONS FOR THE PROPOSAL

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

9.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, marked as format and submission of bids. Only the requested information should be inserted and no changes to the layout should be made.

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

9.4 The validity period of this tender is 180 days. In the event that there is a need to extend the validity period, it will be published on the GPG e-tender portal. It is the responsibility of the bidders to check the extensions as published as there will be no individual correspondence.

9.5 Proposals must be compiled in the following:

a) Clear indexing of the proposal content must be included.
b) One (1) original proposal (marked ‘original’) must be submitted.
c) One (1) copy of the proposal (marked ‘copy’) must be submitted.

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

a) Name of Bidder
b) Description of proposal
c) Tender number of the proposal
d) Closing date and time

9.7 In the case of Joint Ventures, proposals must contain:

a) Teaming Agreements signed by both parties.
b) Proposed revenue split and, BEE status for all members of the Joint Venture

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

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

9.10 Bidders shall take into account that GDE's total requirements may not be allocated to only one Bidder.

9.11 GDE reserves the right to engage in pre and post tender negotiations with the Bidder(s) that have been short listed and to do business with the vendor(s) that best meet the requirements and will not be obliged to give reasons for such exclusions.

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

9.13 Late submissions

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

10. DECLARATION

I/We the undersigned hereby declare that I/We have read and understand the above and agree to be bound by the stated terms and conditions.

Name of Bidder……………………………………………………………………………...

Name of contact person…………………………………………………………………...

Capacity…………………………………………………………………………………………

Signature………………………………………………………………………………………

Date……………………………………………………………………………………………

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. 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 submitted.

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

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

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 “Day” means calendar day.

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

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

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

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

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

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

1.14 “GCC” means the General Conditions of Contract.

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

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

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

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

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

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

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

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

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance

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

security

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

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

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

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

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

14. Spare parts

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

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

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

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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

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

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