



Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

RFP NUMBER	
RFP DESCRIPTION	

CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N	
					SESSION HIGHLY RECOMMENDED			Y		N	
BRIEFING VENUE					DATE			TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE			TIME			
INSPECTION ADDRESS											

TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
-----------------------------------	---	--	---	--	----------------------	--	--	--	--	--	--

CLOSING DATE					CLOSING TIME						
---------------------	--	--	--	--	---------------------	--	--	--	--	--	--

TENDER BOX LOCATION

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

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



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PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	



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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
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

RFP Point System

Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

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

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

The bid must be deposited or posted;

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 1 of 3</h2>

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES		NO	
------------	--	-----------	--

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.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 2 of 3</h2>

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Bid Commitment and Declaration of Interest</h2>	<h2 style="margin: 0;">Page 3 of 3</h2>


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

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

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

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


Signature		Date	
Position		Name of Bidder	

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Special Conditions</td> <td style="width: 40%; text-align: center;">Page 1 of 3</td> </tr> </table>	Special Conditions	Page 1 of 3
Special Conditions	Page 1 of 3		

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

THE FOLLOWING MUST ACCOMPANY YOUR BID, IF INDICATED BY "√"

Samples		<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>		Bidders Briefing Session	
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 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; text-align: center;">Special Conditions</td> <td style="width: 40%; text-align: center;">Page 2 of 3</td> </tr> </table>	Special Conditions	Page 2 of 3
Special Conditions	Page 2 of 3		

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and Specific Goals	Points
Bid Price	
Specific Goals	
TOTAL	100

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

- Stage One-

- Stage Two-

 <p style="margin: 0;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p style="margin: 0;">Special Conditions</p>	<p style="margin: 0;">Page 3 of 3</p>

SUPPLIER JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

=====

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



GAUTENG PROVINCE

ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

FOR THE APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER TO REVIEW, UPDATE AND DRAFT TWENTY-TWO (22) FOSSIL SITES MANAGEMENT PLANS FOR THE CRADLE OF HUMANKIND WORLD HERITAGE SITE, GAUTENG PROVINCE, SOUTH AFRICA

Queries in writing to:

Ms. Adele Matthews
Adele.matthews@gauteng.gov.za

Delivery Address:

75 Fox Street
Imbumba House
Marshalltown
Johannesburg
2000

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GLOSSARY

Authority: An existing Authority which is declared as an Authority in terms of section 8 or an Authority which is established in terms of section 9 of the World Heritage Convention Act, 1999 (Act No. 49 of 1999).

Convention, as well as the World Heritage Convention: The Convention Concerning the Protection of the World Cultural and Natural Heritage, adopted by the General Conference of United Nations Education, Scientific and Cultural Organization (UNESCO) on 16 November 1972 and ratified by the Republic of South Africa on 10 July 1997.

Dolomite: a type of limestone that is made of 60% calcium carbonate and 40% magnesium carbonate.

Environment: The meaning given to it in section 1 of the National Environmental Management Act, 1998 (Act No. 107 of 1998).

Heritage site: The meaning given to it in section 2 of the National Heritage Resources Act, 1999 (Act No. 25 of 1999).

Integrated Management Plan: The meaning given to it in Chapter IV of the World Heritage Convention Act, 1999 (Act No. 49 of 1999).

Karst: a type of landscape where the dissolving of the bedrock, usually a type of limestone, has created sinkholes, sinking streams, caves, springs, and other characteristic features.

Master Plan: The Integrated Report for the Management and Development of the Cradle of Humankind World Heritage Site, 2001

Municipality: means a municipality established in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998).

Natural heritage: The meaning given to it in Article 2 of the Convention

Operational Guidelines: The Operational Guidelines for the implementation of the Convention prepared by the World Heritage Committee.

Outstanding Universal Value: means cultural and/or natural significance which is so exceptional as to transcend national boundaries and to be of common importance for present and future generations of all humanity.

Protected Area: means any of the protected areas referred to in section 9 of the National Environment Management: Protected Areas Act, 2003 (Act No. 57 of 2003).

Risk: Hazard x Vulnerability: The degree to which loss is likely to occur, as a function of the nature of threats in relation to physical circumstances and time.

Palaeontological or palaeoanthropological sites: The areas which are natural or man-made or the common product of both are called 'sites'. Due to their characteristics, sites are classified as 'natural', 'historical', 'archaeological', 'urban', 'rural' and 'complex'.

Stakeholder: A person, an organ of state or a community contemplated in section 82(1)(a); or an indigenous community contemplated in section 82(1)(b) of the National Environmental Management: Biodiversity Act, 2004 (Act No.10 of 2004) (NEMBA).

World Heritage List: The World Heritage List established in terms of Article 11(2) of the Convention.

World Heritage Site: The meaning given to it in Chapter I of the World Heritage Convention, 1999 (Act No. 49 of 1999).

SYMBOLS, ACRONYMS AND ABBREVIATIONS

BBBEE	Broad-based Black Economic Empowerment
CEO	Chief Executive Officer for the Cradle of Humankind World Heritage Site and Dinokeng projects established as Trading Entities in terms of Section 36 (3) (b) of the PFMA
COHWHS	Cradle of Humankind World Heritage Site
CoJ	City of Johannesburg
CSIR	Council for Scientific and Industrial Research
DFFE	Department of Forestry, Fisheries and the Environment,
FHSSA	Fossil Hominid Sites of South Africa
FHSSKE	Fossil Hominid Sites of Sterkfontein, Swartkrans, Kromdraai and Environs
GDED	Gauteng Department of Economic Development
GPG	Gauteng Provincial Government
IMP	Integrated Management Plan
MA	Management Authority
MBR	Magaliesberg Biosphere Reserve
MPA	Magaliesberg Protected Area
MCLM	Mogale City Local Municipality
MEC	Member of Executive Council
MLM	Madibeng Local Municipality
MVWHS	Makapan Valley World Heritage Site
NEM:PAA	National Environmental Management: Protected Areas Act, 2003 (Act 57 of 2003)
NHRA	National Heritage Resources Act, 1999 (Act No. 25 of 1999).
Operational Guidelines	The Operational Guidelines for the Implementation of the World Heritage Convention
OUV	Outstanding Universal Value
PFMA	Public Finance Management Act, 1999 (Act No. 1 of 1999)
PPPFA	Preferential Procurement Policy Framework Act, 2000 (Act No.5 of 2000)
PMT	Project Management Team
PSC	Project Steering Committee
RSA	Republic of South Africa
SLA	Service Level Agreement
TSFS	Taung Skull Fossil Site
UNESCO	United Nations Educational, Scientific and Cultural Organisation
VAT	Value Added Tax
WHC	World Heritage Committee
WHCA	World Heritage Convention Act,1999 (Act No. 49 of 1999)
World Heritage Convention	Convention Concerning the Protection of the World Cultural and Natural Heritage
WRDM	West Rand District Municipality

1. INVITATION

Professional Service Providers or consortia with relevant and appropriate skills, experience and empowerment profiles are invited to submit written proposals to the Cradle of Humankind World Heritage Site (COHWHS), an entity of the Gauteng Department of Economic Development (GDED). The primary focus of the service provider will be to review, update and draft twenty-two (22) Fossil Site Managements Plans (FSMPs) for the registered fossil sites in the COHWHS (see Table 2).

2. BACKGROUND

2.1. Project Area

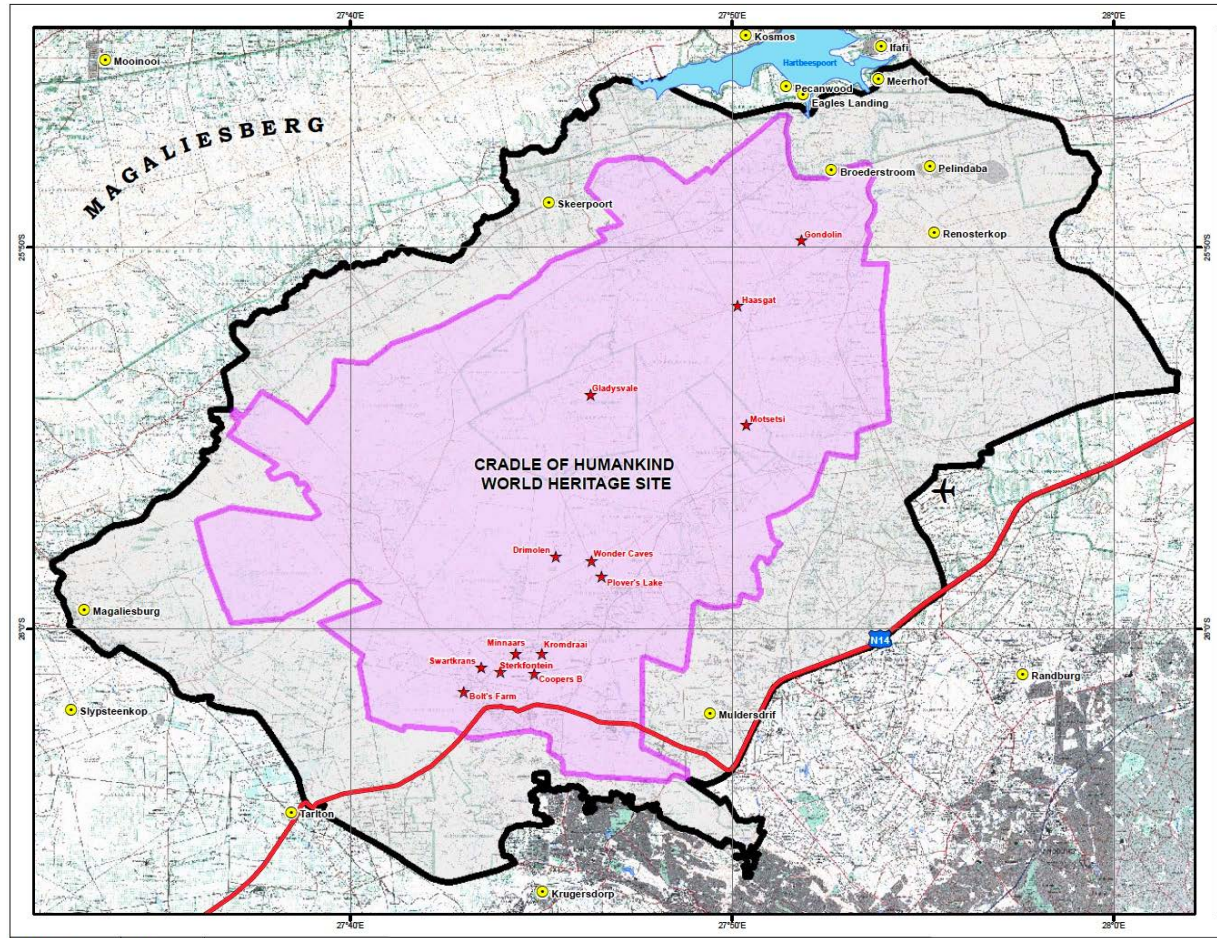
The Fossil Hominid Sites of Sterkfontein, Swartkrans, Kromdraai and Environs World Heritage Site (*herein referred to as the Cradle of Humankind World Heritage Site*) was inscribed on the World Heritage List as a cultural world heritage property based on criteria (iii) and (vi) by the World Heritage Committee on 02 December 1999.

The COHWHS (herein constituting “the Project Area”) covers an area of 53 555.7 hectares (ha) as inscribed on the World Heritage List in 1999 by the United Nations Educational, Scientific and Cultural Organisation (UNESCO) and proclaimed in the Government Gazette No. 30590 of 18 December 2007. It is protected as a National Heritage Site (NHS) in terms of the National Heritage Resources Act, 1999 (Act No. 25 of 1999) (NHRA) and a Protected Area in terms of the National Environmental Management: Protected Areas Act, 2003 (Act No. 57 of 2003) (NEM:PAA).

Within the COHWHS are twenty-two known fossil sites, of which sixteen (16) have been graded and declared as Grade 1 National Heritage Site (NHS) in terms of NHRA. The Goldsmith Fossil Site has been graded as a Grade 1 NHS but remains undeclared. Five (5) palaeontological / palaeoanthropological sites are covered by section 35 general protection clause in the NHRA. At seven (7) of the National Heritage Sites are historic lime kilns and associated structures, such as loading ramps, residual lime dumps and roads. These lime kilns form an important component of the mining and historic values of the significance of the National Heritage Sites, and correspondingly, the COHWHS. Currently, only two (2) fossil sites are open to the public (Sterkfontein Caves and Wonder Cave). However, many of the other fossil sites and cave networks are subject to scientific research as they hold significant evidence from human prehistory. It is therefore of critical importance that each fossil site is managed and maintained in such a way as to conserve and preserve the uniqueness and authenticity of each site, and to also promote and improve the sites for scientific study.

The location and distribution of initially registered fossil sites within the COHWHS is illustrated in **Figure 1** below. The number of fossil-bearing sites of scientific interest and heritage value within the COHWHS have grown beyond the thirteen (13) illustrated on the map. These now

include the faunal and palaeo-anthropological sites of the Bolts Farm complex (Greensleeves, Fourie's Cave, Klinkerts), Goldsmiths, Malapa, Rising Star, Soetwater, Wonder Cave, Luleche, Hoogland and Site 105.



The attributes that express the Outstanding Universal Value (OUV) are predominantly tangible in nature and relate to the physical environment. The fossil bearing deposits found in the COHWS are associated with a complex dolomitic geological and hydrogeological system that underlies most of the site. The fossils and fossil deposits (both known and unknown), the scientific research and education potential regarding these fossils, the dolomite, groundwater, and the landscape itself constitutes the core OUV bearing attributes with a superbly preserved record of the stages in the evolution of humankind. These attributes and their significance are expressed more fully in **Table 1** below.

Table 1: Attributes expressing the Outstanding Universal Value

- ❖ The COHWHS, the fossil and fossil bearing deposits and the broader landscape carry outstanding educational and tourism potential regarding the origin and evolution of human beings, the environment in which they lived, including the animals with which they lived and on which they fed.
- ❖ The undisturbed and relatively pristine landscape is indicative of that in which our ancestors lived, and its strong visual character and other attributes require special management to prevent unsustainable development.
- ❖ The fossil deposits (both known and unknown) carry very high scientific research potential and value regarding the origin and evolution of human beings and the animals with which they lived and on which they fed.
- ❖ The COHWHS has collectively an outstanding hominin and faunal fossil assemblage of high quality and quantity, and the deposits in which these assemblages are found are largely intact.
- ❖ The underlying dolomitic karst geological system and related groundwater and surface water system - is of very high environmental, geological, geo-hydrological and hydrological value and importance, and thus requires special management.

In July 2005, the World Heritage Committee approved the extension of the Fossil Hominid Sites of Sterkfontein, Swartkrans, Kromdraai and the Environs (FHSSSKE) to include inscribing the Taung Skull Fossil Site (TSFS) in the North-West Province, and the Makapan Valley in the Limpopo Province based on the existing criteria (iii) and (vi)¹. In 2013, the World Heritage Committee approved the name change of the serial extension to the *Fossil Hominid Sites of South Africa (FHSSA)*.

The broader world heritage property extends across 1247 subdivided farm portions and falls primarily within the boundaries of the Mogale City Local Municipality (MCLM), as well as the West Rand District Municipality (WRDM), and the Madibeng Local Municipality (MLM). The Magaliesberg Protected Area (MPA) and the Magaliesberg Biosphere Reserve (MBR) which includes the COHWHS are located towards the North-West province.

¹ Nomination Dossier, 1999

3. RATIONALE FOR THE REVIEW, UPDATING AND DRAFTING OF FOSSIL SITES MANAGEMENT PLANS

The rationale for the review, updating and drafting of the Fossil Sites Management Plans (FSMPs) is to ensure that there is a streamlined, adaptive, methodical and practical site-specific management plan for each National Heritage Sites and General Protected Sites, with a strong emphasis on management criteria and monitoring. The trend in reporting on the management of the fossil sites in the past has been to re-write each management plan and include minor changes that result from specific fossil site inspections. This practice is not in line with international trends which require monitoring plans in support of the management plan.

The fossil sites are all situated on privately owned land (except for the sites owned by the University of the Witwatersrand such as Sterkfontein and Swartkrans), necessitating carefully structured Site Management Plans. South Africa is a party to the World Heritage Convention of 1972 and its obligations is to, amongst others: ensure the identification, protection, conservation, presentation and transmission to future generations of the cultural and natural heritage situated within their territory and to also implement *The Operational Guidelines for the Implementation of the World Heritage Convention*. The COHWHS is listed a cultural site and it is therefore incumbent upon the COHWHS team that the cultural aspects of the site which are essentially the fossil sites and fossil deposits are protected at all costs.

It is on this basis that the COHWHS is commissioning the review, drafting and updating of the FSMPs to demonstrate its commitment to managing the fossil sites to an acceptable level as it endeavors to fulfil its mandate in terms of the World Heritage Convention Act, 1999 (Act No. 49 of 1999) (WHCA).

4. SCOPE OF WORK

4.1. EXPECTED OUTPUTS AND DELIVERABLES

The proposal submitted must describe all tasks, proposed methodologies, timelines, resources, inputs required and planned outputs together with financial implications for implementation.

4.1.1. Inception Report

The **Inception Report** should describe the conceptual framework planned for undertaking the project. In addition to demonstrating that the Service Provider understands the nature of the assignment the Inception Report should provide the following:

The Inception meeting with the appointed Professional Service Provider and the relevant officials from the COHWHS will establish the following:

- A Project Management Team (PMT) and /or a Project Steering Committee (PSC).
- Confirmation of the scope of the project.
- Agreement on time frames and deliverables.
- Agreement on the roles and responsibilities of the PMT and PSC.

Following the inception meeting with the client, the Service Provider will be required to draft an Inception Report providing a detailed understanding of the scope of work, an initial review of the literature, limitations, and requirements of the Project, including detailed work schedules. Overall, this Inception Report must indicate the activities and approach to be followed for the project.

4.1.2. Implementation / Work Plan

The Service Provider will be responsible for the compilation of an Implementation / Work Plan that must contain a detailed schedule / roll-out plan detailing activities and time frames of the project. The approved Implementation Plan will form part of the Service Level Agreement (SLA).

The execution of the Implementation Plan / Work Plan will be closely monitored by the PMT and / or the PSC.

4.1.3. Literature Review

The literature review should include but not limited to the following:

- i. The existing outdated draft Fossil Sites Management Plans.
- ii. The Memorandum of Understanding (MOU) entered into between SAHRA and the COHWHS Management Authority (MA).
- iii. Fossil site inspection reports from August 2010 – December 2022.
- iv. Applicable Environmental and Heritage Legislation, primarily:
 - World Heritage Convention Act, 1999 (WHCA), with particular reference to s13(2);
 - National Heritage Resources Act, 1999 (NHRA), with particular reference to s42;
 - National Environmental Management: Protected Areas Act, 2003 (NEMPAA).
- v. COHWHS Integrated Management Plan 2021-2026.
- vi. Vulnerable Fossil Sites Prevention Strategy 2018.
- vii. Any other relevant historical documentation such as the original master planning documents for the site.
- viii. Any other applicable literature as deemed appropriate by the client.

4.1.4. Stakeholder Engagement Work Plan

The service provider must develop a Stakeholder Engagement Work Plan outlining a detailed consultation methodology.

The service provider must, after the necessary introductory meeting(s) with the COHWHS MA and SAHRA and review of the relevant literature, conduct a series of individual meetings with the respective landowners, to determine the suitability of the FSMPs relative to each landowner and the COHWHS Management Authority and SAHRA.

Consultation should also include current, and perhaps previous permit holders of excavation permits if there are no current ones, as they know the sites and their issues best. Names of permit holders can be found on the South African Heritage Resources Information System (SAHRIS) but COHWHS Management Authority and SAHRA may also provide the names.

4.1.5. Review, update / draft the existing fossil sites management plans

The Service Provider is expected to:

- Review and update the existing FSMPs as per Table 2 below.
- Draft new FSMPs for the sites without management plans as per Table 2 below.
- Ensure that the FSMPs provide sufficient practical management and monitoring focus in fulfilment of the COHWHS mandate.
- Ensure that in the revision of the FSMPs greater effect is given to the COHWHS Management Authority's powers and responsibilities in terms of NEMPAA, and thus to also add the dimension provided by NEMPAA and NHRA to the management of the NHS.
- Restructure the FSMPs, including the monitoring programmes, into a more streamlined and flexible management system, that clearly sets out the management and monitoring responsibilities of all parties including the respective landowners. Currently, the FSMPs are high on information, but low on detail regarding practical management of the sites, from both a cultural heritage resources management, and a natural environment perspective.
- Ensure that each FSMP addresses site-specific issues such as maintenance, access, stabilisation, threats, risks, kilns, site values (biodiversity, ecological) etc.
- Develop a map for each of the fossil sites and two (2) large-scale map of all the fossil sites listed in Table 2 using satellite Remote Sensors and techniques; and

Geographic Information System (GIS). The two (2) larger-scale maps may include a 1:50000 scale map and a 1:250000 scale map. For these maps, the data that must be displayed may vary, but the standards will be very similar to those for 1:10000 scale working maps. (To be provided in hard-copy and USB).

- ✚ Maps must be produced at a workable scale and paper size.
- ✚ Maps must be provided to the Client in hardcopy and USB.
- ✚ All maps must display the following data:
 - Cadastral boundaries labelled with unique Surveyor General key and farm name.
 - 50m by 50m grid.
 - Orthophoto or 1:50000 topographic map.
 - Legend showing all themes/data appearing on the map.
 - North arrow.
 - Scale bar with 100m to 200m graduations.
 - Description of Projection, datum and central meridian of the data displayed on the map e.g., Projection: Transverse Mercator, Datum: WGS84, Central meridian: LO 31.
 - Measured grid showing the map coordinates in metres at a minimum interval of 500m. If possible, the coordinates should also be displayed in degrees, minutes and seconds.
 - Overall working map layout reference.
 - Date of production of maps

The project will be limited to the fossil sites as illustrated in **Table 2** below.

#	FOSSIL SITE	FARM	EXTENT hectares (ha) / Square metres (m ²)	GRADING / LEGAL DESIGNATION	SITE MANAGEMENT PLAN STATUS
1.	Bolt's farm: Fourie's Cave	Sterkfontein 173 IQ, Portion 38	1.6257 ha	Grade 1 NHS	Review
2.	Bolt's farm: Greensleeves	Sterkfontein 173 IQ, Portion 12	5.5443 ha	Grade 1 NHS	Review
3.	Bolt's farm: Klinkerts	Sterkfontein 173 IQ, Portion 32	30.2924 ha	Grade 1 NHS	Review
4.	Coopers' Cave	Zwartkrans 172 IQ, Portion 2	5.0097 ha	Grade 1 NHS	Review
5.	Drimolen	Sterkfontein 519 JQ, Portion 24	3.7827 ha	Grade 1 NHS	Review

6.	Gladysvale	Uitkomst 499 JQ, Portion	3.0134 ha	Grade 1 NHS	Review
7.	Goldsmiths	Sterkfontein 173 IQ, Portion 138 (Portion of Portion 113)	Information not available	Graded as Grade 1 NHS but undeclared	Review
8.	Gondolin	Broederstroom 481 JQ, Portion 224 & RE 112	3.6442 ha	Grade 1 NHS	Review
9.	Haasgat	Leeuwenkloof 480 JQ, Portion 46 & RE 3	3.0551 ha	Grade 1 NHS	Review
10.	Hoogland	Vlakplaats 354 JR	Information not available	General Protection, s35	New
11.	Kromdraai	Kromdraai 520 JQ, Portion 5	2.7567 ha	Grade 1 NHS	Review
12.	Luleche	Broederstroom 481JQ	Information not available	General Protection, s35	New
13.	Malapa	Diep Kloof 496 JQ, Portion		Grade 1 NHS	Review
14.	Minnaars	Danielsrust 518 JQ (previously 517 JQ) RE 8 (previously Portion 17)	8592 m ²	Grade 1 NHS	Review
15.	Motsetse	Tweefontein 523 JQ, RE 6	8706 m ²	Grade 1 NHS	Review
16.	Plover's Lake	Kromdraai 520 JQ, Portion 62 & 47	5.7022 ha	Grade 1 NHS	Review
17.	Rising Star	Swartkrans 172 IQ, Portion 47	Information not available	General Protection, s35	New
18.	Site 105	Swartkrans 172 IQ, Portion 47	Information not available	General Protection, s35	New
19.	Soetwater	Information not available	Information not available	General Protection, s35	New
20.	Sterkfontein Caves	Zwartkrans 172 IQ, Portion 65 (previously 1)	17.1314 ha	Grade 1 NHS	Review
21.	Swartkrans	Zwartkrans 172 IQ, Portion 65 (previously R)	3.0904 ha	Grade 1 NHS	Review
22.	Wonder Cave	Portion 24, Sterkfontein 519 JQ	Information not available	Grade 1 NHS	Review

4.1.6. Close-Out Report

The Service Provider will be responsible for the development of a Close-Out report which provides a summary of the deliverables and actual performance, lessons learned, and feedback from stakeholders. The Close-Out report should also include a list of outstanding issues and weaknesses, if any. This report will serve as the official closure of the project and will provide a permanent record for reference.

4.2. REPORTING

4.2.1. Monthly / Quarterly Reporting

4.2.1.1. Monthly progress reports should be presented to the Project Management Team (PMT) and shared with the Project Steering Committee (PSC).

4.2.1.2. Quarterly reporting should be presented to the Project Steering Committee (PSC) on a quarterly basis.

4.2.1.3. To ensure that the reporting is not simply a regurgitation of technical information, no specific format for reporting shall be provided. The Professional Service Provider is therefore requested to indicate in their proposals how they would implement such a flexible, yet sufficiently comprehensive, reporting process.

4.2.1.4. The service provider must make use of available information and avoid duplication of work at all costs.

5. REQUIRED EXPERTISE

As can be noted from the above scope of work, the Project will require a highly skilled and experienced team, with a range of competencies. The following competencies are critical for the Project to be completed successfully:

- An understanding of the state of the study area or similar site and working experience in the study area regarding its cultural and natural heritage will be highly advantageous.
- Working experience and knowledge in some or all of the following areas: paleontology, archaeology, palaeoanthropology, heritage management, risk management, heritage management, project management, conservation, stakeholder engagement and management, heritage impact assessment, palaeontological impact assessment and development of conservation management plans.
- An understanding of World Heritage Site / Protected Area management.
- An understanding of relevant legislation and the ability to discuss the project with relevant authorities and other stakeholders.

6. ADDITIONAL REQUIREMENTS

For all elements of the scope of work the following is required:

6.1 Project management and reporting

- a) The successful Professional Service Provider or consortium will be required to enter into a contract with the client to ensure the fulfillment of the deliverables and output specifications of this project.
- b) The service provider will be appointed by the Chief Executive Officer (CEO) and the project deliverables will be submitted to the client for consideration and approval.
- c) The service provider will be responsible for the day-to-day project management of all project-related deliverables.
- d) The service provider will report to the PMT that will oversee day-to-day project progress, communication and service provider compliance with specifications and technical requirements.
- e) Additional project information requirements will be provided by the Project Manager as appropriate.
- f) Relevant officials will make themselves available for meetings as required.
- g) The service provider will be required to submit **monthly progress reports** to the Project Manager within four (4) days after the end of each month for the duration of the project.
- h) The service provider will be required to present the monthly progress reports to the Project Management Team.
- i) The service provider will be required to submit and present a **Close-Out report to the Project Steering Committee**.
- j) The client will provide venues for PMT / PSC meetings to be held.

6.2 Consultation with the client

- 6.2.1. The appointed service provider will need to work closely with the Project Manager to ensure a high level of communication and compliance.
- 6.2.2. The proposal must make provision for regular formal interaction with the **Project Management Team** (minimum 1 x monthly meeting) to update the client on project progress and to keep the Project Steering Committee (PSC) informed of progress made.
- 6.2.3. All reports must be submitted for client review and approval before final documents can be submitted.

6.3 Project Plan

- a) Any deviations from the project plan and deliverables must be agreed to by the client in writing.
- b) The deliverables shall be in strict accordance with Section 4 and 6 above.
- c) The proposal must make provision for seven (7) working days turnaround time for comments/approval by the client on all draft documents, layout plans and design documents submitted for review.

6.4 Press releases and interviews

All press releases must be approved by and released in the name of the client. Requests for interviews must be referred to the client.

6.5 Specific requirements

- a) All reports must be in MS Word 365 using Arial 11 font and single spacing.
- b) All photographic material and creative images must be provided as high-density images in agreed upon formats.
- c) All draft reports/designs must be delivered digitally and in hard copy (1 report). Draft and final maps or design drawings must be submitted digitally in a format agreed with the client as well as a hard copy document.
- d) All final reports must be delivered digitally (preferably on USB) and in hard copy (5 copies). Final reports are to be bound with an agreed-upon cover page.

6.6 Copyright and confidentiality

- a) The successful service provider will be required to sign a confidentiality agreement as part of the contract. Copyright of all materials will belong to the client.
- b) Copyright of information obtained through the course of the assignment will be the property of the client and may not be sold or re-produced by the service provider without the prior permission of the client.
- c) All reports, collateral, photographic and audiovisual material developed are the property of the client and are to be used or distributed only with the permission of the client.
- d) No presentations of any materials may be made without the prior permission of the client.
- e) The service provider must make use of available information and avoid duplication of work at all costs.

7. INPUTS FROM THE CLIENT

7.1. The client will cover the agreed fee of the service provider(s).

7.2. The client will provide available documentation and information.

- 7.3. Relevant staff of the client team will make themselves available for any agreed workshops and meetings and will review and make comments on all draft documents/plans as per the agreed schedules provided by the successful service provider or consortium.
- 7.4. The successful service provider or consortium must assume that the client project team representatives will be identified and will be mandated.

8. INVOICES

- 8.1. Payments will be made against the deliverables and milestones in the approved project implementation plan.
- 8.2. Invoices must indicate the task and/or output and should include a short description of work done referring to any relevant reports.
- 8.3. No up-front payments will be made. The consideration and approval of deliverables (documents and plans) submitted to the client is required before submission of invoices will be accepted. Government pays for work completed to the satisfaction of the Client within 30 days of submission of invoice. All invoices must be addressed to the **Project Manager**, Ms. Paballo Mohafa.
- 8.4. A list of invoices to be submitted must be included in the draft Implementation plan, in the form of a **payment schedule** and should be related to tangible outputs as mentioned above.
- 8.5. The client reserves the right to commission only portions of the work.

9. PROPOSAL SUBMISSION

Three (3) copies of the proposal must be submitted with the following format:

- | | |
|------------|---|
| Section 1: | Covering letter of the service provider and attachments (See section 11). |
| Section 2: | Interpretation of the brief and scope of work. |
| Section 3: | Detailed project Implementation / Work plan, including task definition and allocation, project timeframes / timetable and milestones (linked to the specified deliverables in the Terms of Reference) as well as feedback and reporting plan to the client. |
| Section 4: | Referenced track record (Service Provider) providing a summary of relevant project work previously completed. |
| Section 5: | Detailed budget breakdown (inclusive of VAT) (please refer to section 11 of these Terms of Reference for more information on pricing requirements). |
| Section 6: | Any other relevant statutory certification as specified in the Terms of Reference. |

Failure to comply with the prescribed format and all the requirements (including pricing requirements) of these Terms of Reference will disqualify your submission.

10. PERFORMANCE MEASUREMENT OF CONSULTANTS

To facilitate the performance of consultants and monitor their scope of work, the COHWHS MA will:

- Enter into a Service Level Agreement (SLA) that will govern the relationship between the COHWHS MA and the service provider.
- The SLA will include project assignments that will address each of the project deliverables. The Client will approve each project assignment.
- Establish a Project Steering Committee and a Project Management Team to manage, monitor and oversee the project. These governance structures will ensure that:
 - Services are rendered timeously;
 - Timeframes as far as possible are not extended;
 - They render quality assurance functions; and
 - Additional costs are not incurred.
- The service provider will be expected to table monthly / quarterly progress reports for each deliverable contained in the project plan, which will be tabled to the governance structures for review and approval.
- Monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed on the basis of the achievement of deliverables as per action plan and/or project plan and related approved project assignments. These deliverables and related payments will be recommended by the PMT and approved by the (PSC).

11. REQUIREMENTS FOR SECTION ONE OF THE PROPOSAL

Section 1 of the proposal must comprise a covering letter signed by the service provider accepting the rules of bidding, evaluation of bids, and bid evaluation criteria set out in the Terms of Reference with the following attachments:

- a) Valid tax clearance certificate or tax pin from South African Revenue Services for the lead service provider and all firms to be subcontracted to it for this assignment, or all firms participating in a joint venture for purposes of this bid.

12. QUALITY CRITERIA/ FUNCTIONALITY EVALUATION FOR TENDER APPLICANTS

Criteria for evaluation are as follows:

- a) Price.
- b) Preferential procurement and compliance with broad based black economic empowerment policy of the Gauteng Provincial Government.

In accordance with the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA) and Regulations, the 80:20 system (price: BBBEE) will be applied.

Bidders are hereby specifically referred to the technical threshold against which submissions for the Project will be evaluated. *Given the complexity and extensive nature of the Project, it is critical that Professional Service Providers have the requisite skill set, knowledge, access to facilities and equipment and demonstrated experience, to execute the Project. Bidders are also further requested to note the requisite information which must be provided in their bids as indicated by section 4.2 above, as well as that information requested in each of the criteria listed below.*

STAGE 1(a): MANDATORY REQUIREMENTS

Bidders not complying with the following mandatory requirements will not be considered:

1. All proposals must comply with the format and requirements indicated in section 10 and 11 above; and

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points.

STAGE 1(b): DESKTOP ANALYSIS/ FUNCTIONALITY EVALUATION

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> • The tender will be evaluated in four (4) sections. • Each of the four sections has an individual score. • The four sections give a total of 100. • The four sections are as follows: <ul style="list-style-type: none"> ○ Section 1: Experience of the Project Leader that will lead the project with a total score of 30 points. This section has sub-sections as follows: <ul style="list-style-type: none"> ▪ Section 1.1: Qualifications of Project Leader with a score of 10 points ▪ Section 1.2: Experience of Project Leader with a score of 20 points ○ Section 2: Experience of Service Provider with a total score of 10 points. ○ Section 3: Qualifications of Key Personnel who will form part of the project team with a total score of 30 points. This section has sub-sections as follows: <ul style="list-style-type: none"> ▪ Section 3.1: Qualifications of Key Personnel with a score of 20 points ▪ Section 3.2: Experience of Key Personnel with a score of 10 points ○ Section 4: Quality of the bidder's proposal with a total score of 30 points. This section has sub-sections as follows: <ul style="list-style-type: none"> ▪ Section 4.1: Approach and methodology with a score of 20 points ▪ Section 4.2: Project Timelines with a score of 5 points 	

SECTION 1: EXPERIENCE OF THE PROJECT LEADER THAT WILL LEAD THE PROJECT		30
Important notes to the bidder:		
<ol style="list-style-type: none"> 1. The experience of the Project Leader will focus on the following aspects: <ol style="list-style-type: none"> a. The qualifications of the Project Leader; b. The experience of the Project Leader in some or all of the following areas: paleontology, archaeology, palaeoanthropology, heritage management, risk management, conservation, stakeholder management and engagement, development of conservation management plans, heritage impact assessments, palaeontological impact assessments and project management. 2. The maximum points a bidder can score in this section is 30 points and the lowest score a bidder can score in this section is zero points. 		
Section 1.1: Qualifications of the Project Leader		
Important notes to the bidder:		10
<ol style="list-style-type: none"> 1. Qualification of the Project Leader pertains to the qualifications of the project leader only. 2. The qualifications of the project leader to be considered as relevant if they are in the fields of palaeontology, archaeology, palaeoanthropology, heritage management, risk management, project management, stakeholder management and engagement. archaeology, heritage management or related field as deemed appropriate by the Bid Evaluation Committee. 3. Only originally certified copies of qualifications which are not older than six (6) months must be submitted. 		
Relevant Master's Degree and above= 10 Points		
Relevant Bachelor's Degree and above = 8 Points		
Irrelevant / No Qualification = 0 Points		
Section 1.2: Experience of the Project Leader		
Important notes to the bidder:		20
<ol style="list-style-type: none"> 1. Years of experience pertains to the experience of the project leader only in some or all of the following: <ol style="list-style-type: none"> a. The relevant experience of the project leader is experience in relation to some or all of the areas: palaeontology, archaeology, palaeoanthropology, heritage management, conservation, project management, stakeholder management and engagement, knowledge of heritage management, conservation, heritage impact assessments, paleontological impact assessments, development of conservation management plans. 2. A detailed CV for the project leader allocated to this project must be attached to the bidder's proposal. The CV must provide details with regards to qualifications and experience that are relevant to the fields mentioned above in point 1 (a). In addition, the CV must include contactable references. 		
10 years or more relevant experience = 20 Points		
7 to less than 10 years' relevant experience = 15 Points		

5 to less than 7 years' relevant experience = 10 Points	
3 to less than 5 years relevant experience = 6 Points	
1 to less than 3 years relevant experience = 4 Points	
Less than 1 year relevant experience = 0 Points	

SECTION 2: EXPERIENCE OF THE SERVICE PROVIDER	10
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> Reference letters must be aligned to similar works, which have been successfully concluded. Similar Works refers to palaeontology, archaeology, heritage management. In addition, experience and/or knowledge related to conservation, stakeholder management and engagement, risk management, heritage impact assessments, project management, paleontological impact assessments and development of conservation management plans. These reference letters must be signed and dated by the company for which the work was done. Reference letters must clearly specify the date that the scope of work was conducted; and it must be on an official letterhead of the company for which the work was done. The maximum points a bidder can score in this section is 10 points and the lowest score a bidder can score in this section is zero points. Project Team composition and ability to perform work required. Experience in understanding of natural and cultural heritage resources management. 	10
3 x reference letters from clients = 10 points	
2 x reference letters from clients = 6 points	
1 x reference letters from clients = 3 points	
No reference letters from clients = 0 points	

SECTION 3: QUALIFICATIONS OF KEY PERSONNEL WHO WILL FORM PART OF THE PROJECT TEAM	30
<p>Important notes to the bidder:</p> <ol style="list-style-type: none"> The qualifications of the Key Personnel will focus on the following aspects: <ol style="list-style-type: none"> The qualifications of the Key Personnel who will form part of the Project Team; The experience of the Key Personnel in palaeontology, heritage conservation, archaeology, heritage management, project management, stakeholder management and engagement, risk management, development of conservation management plans, palaeontological impact assessments, heritage impact assessments. Professional certifications of the Key Personnel (e.g. Association of Southern African Professional Archaeologists). The maximum points a bidder can score in this section is 30 points and the lowest score a bidder can score in this section is zero points. 	

Section 3.1: Qualifications of Key Personnel	
<p>Important notes to the bidder:</p> <p>Important notes to the bidder:</p> <p>1. This section will be scored as follows:</p> <p style="padding-left: 20px;">a. For the project team, the points in the section will be scored as follows:</p> <p style="padding-left: 40px;">i. If there is one member of the project team who has a relevant Master's Degree and above, the bidder will receive a score of 20 points. If there is more than one member of the project team who has a relevant Master's Degree, the bidder will still receive an additional score of 20 points. This means that the bidder will score 20 points providing that at least one (1) member of the project team has a Master's Degree.</p> <p style="padding-left: 40px;">ii. The same principle applies for a relevant Postgraduate Degree, relevant Bachelor's Degree, or any other relevant qualifications.</p> <p style="padding-left: 40px;">iii. The emphasis on relevant means that the above-mentioned qualifications will be considered relevant if they are in the palaeontology, archaeology, palaeoanthropology, heritage management, project management, stakeholder management and engagement, heritage impact assessments, paleontological impact assessments, conservation management plans, heritage conservation and risk management</p> <p style="padding-left: 40px;">iv. The project team must have collective expertise and related qualification/s in at least two (2) of the above-mentioned fields.</p> <p style="padding-left: 40px;">v. A detailed CV for each of the project team members allocated to this project must be attached to the bidder's proposal. The CV for each of the project team members allocated to this project must provide details with regards to qualifications and experience that are relevant to the fields mentioned above.</p> <p style="padding-left: 40px;">vi. Only originally certified copies of qualifications which are not older than six (6) months must be submitted as part of the CVs that are submitted.</p>	20
Relevant Master's Degree and above = 20 Points	
Relevant Postgraduate Degree = 15 Points	
Relevant Bachelor's Degree = 10 Points	
Irrelevant / No Qualification = 0 Points	
Section 3.2: Experience of the Key Personnel	
<p>Important notes to the bidder:</p> <p>1. This section will be scored as follows:</p> <p style="padding-left: 20px;">a. For the project team, the points in the section will be scored as follows:</p> <p style="padding-left: 40px;">i. If there is one (1) member of the project team who has five (5) years or more experience, the bidder will receive a score of 3 points. If there is more than one member of the project team who has five (5) years or more experience, the bidder will still receive a score of 10 points. This means that the bidder will score 10 points providing that at least one member of the project team has 5 years or more experience.</p> <p style="padding-left: 40px;">ii. The same principle applies for the other categories of years' experience.</p> <p style="padding-left: 40px;">iii. Relevant years of experience means experience pertaining to palaeontology, archaeology, palaeoanthropology, heritage management, project management, risk management, stakeholder engagement and management,</p>	10

<p>heritage impact assessments, paleontological impact assessments, conservation management plans.</p> <ul style="list-style-type: none"> iv. The project team must have collective expertise and related qualification/s in at least two (2) of the above-mentioned fields as specified in the “important notes to the bidder 1.b). v. A detailed CV for each of the project team members allocated to this project must be attached to the bidder’s proposal. The CV for each of the project team members allocated to this project must provide details with regards to qualifications and experience that are relevant to the fields mentioned above. In addition, the CV must include contactable references. <p>2. Only originally certified copies of qualifications which are not older than six (6) months must be submitted as part of the CV that is submitted.</p>	
5 years or more relevant experience = 10 Points	
More than 2 years and less than 5 years relevant experience = 8 Points	
Less than 2 years / No experience = 0 Points	

SECTION 4: QUALITY OF THE BIDDER’S PROPOSAL	30
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> 1. The quality of the bidder’s proposal will focus on the following aspects: <ul style="list-style-type: none"> a. The proposed approach and methodology are detailed and clearly articulated. The approach and methodology are comprehensive and fully aligned to tender Terms of Reference and scope of work including expected deliverables. b. The proposed approach and methodology meet the timelines proposed by the department or the timelines proposed are closely aligned to the department’s expectation. 2. The maximum points a bidder can score in this section is 30 points and the lowest score a bidder can score in this section is zero points. 	
Section 4.1: Approach & Methodology	
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> 1. This sub-section will focus on how the bidder will approach the scope of work, that is, who will do what by when? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs? 2. The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected outputs / deliverables as outlined in the terms of reference. 3. The maximum points a bidder can score in this sub-section is 20 points and the lowest score a bidder can score in this sub-section is zero points. 4. This sub-section will be scored in terms of the following 7 criteria: <ul style="list-style-type: none"> a. The methodology is clear and easy to understand; b. Detailed information is presented in the methodology; c. The methodology includes sequential activities; d. The activities in the methodology are linked to clear outputs; 	20

e. The methodology outlines an allocation of human resources for all activities; f. The timelines for activities and outputs are scheduled appropriately; and g. The methodology is fully aligned to the scope of work.	
Approach and methodology meet all the above 7 criteria = 20 points.	
Approach and methodology meet any 4 of the above 7 criteria = 15 points.	
Approach and methodology meet less than 4 of the above 7 criteria = 10 points.	
Approach and methodology meet none of the above 7 criteria = 0 points.	
Section 4.2: Project Timelines	
Important notes to the bidder: 1. This sub-section will focus on the timelines proposed by the bidder and its alignment to the timeline envisaged by the terms of reference. 2. The maximum points a bidder can score in this sub-section is 10 points and the lowest score a bidder can score in this sub-section is zero points. 3. This sub-section will be scored in terms of the following 3 time-bound activities: a. Development and submission of Inception Report b. Development and submission of the Implementation Plan c. Development and submission of Close-Out Report	10
Project timeline that indicates 3 of the above 3 activities = 10 points	
Project timeline that indicates 2 of the above 3 activities = 8 points	
Project timeline that indicates 1 of the above 3 activities = 6 point	
No project timeline = 0 points	
Total Technical Evaluation Criteria	100
Threshold Criteria The total threshold is 80 points. This means that a service provider must obtain a minimum of 80 points out of 100 in order to proceed to the next level of evaluation.	80

Service providers are required to meet a technical scoring threshold of 80.

STAGE 2: PRICE AND PREFERENCE

Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and? Preferential Procurement Regulation, January 2022.

POINTS AWARDED FOR SPECIFIC GOALS

1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

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

In the case where the above Preference Goal is implemented, the following must happen:

- (a) A tenderer must submit proof of its B-BBEE status level of contributor
- (b) A tenderer failing to submit the proof above may not be disqualified, but-
- (c) May only score points out of 80 for price; and
Scores 0 points for the goal of which no evidence is provided.

Points awarded for price

Area	Points
Price	80
Preference Point	20

NB: All bidders must be registered with Central System Database (CSD).

13. RULES OF BIDDING

The rules of bidding for this assignment are as follows:

- a) The service provider must be a single legal entity with all other necessary expertise secured via subcontract. The client will enter into a single contract with a single firm for delivery of the work set out in these terms of reference.
- b) Valid Tax clearance certificates or tax pin must be submitted by all firms or individual consultants submitting bids as part of a consortium or joint venture.
- c) Valid BBBEE Certification.
- d) Bids must be submitted on fixed price basis and in compliance with the price schedule.
- e) The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- f) The client reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- g) The client reserves the right to call interviews with short-listed bidders before final selection.
- h) The client is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed bidders before final selection.
- i) The client reserves the right to negotiate price with the preferred bidder.
- j) Service providers may ask for clarification on these terms of reference or any of its annexures up to close of business 48 hours before the deadline for the submission of the bids.
- a. Any request for clarification must be submitted by email to Ms. Adele Matthews at adele.matthews@gauteng.gov.za and answers will be emailed to all firms that register an interest in this assignment, without revealing the identity of the source of the questions.
- k) Any effort by a bidder to obtain additional information through verbal interaction may result in rejection of the bid of the bidder concerned.
- l) Service providers may not contact the client on any matter pertaining to their bid

from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid compensation or bid award decision in any manner, may result in rejection of the bid concerned.

- m) Bidders must comply with government supply chain management requirements and administrative requirements of the client.

15. ADDRESS FOR PROPOSAL/QUOTE SUBMISSIONS

Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document. Proposal must be submitted in (3) hardcopies and (1) USB and must be submitted in 2 sealed envelopes (1 for request for proposal and 1 for price schedule).

Submissions/quotes must be delivered to 75 Fox Street, Marshalltown, Johannesburg before 11am on the closing date. Late submissions will not be considered.

Technical Enquiries: Cradle of Humankind World Heritage Site

Ms Paballo Mohafa: Tel no: 011 085 2196 / 081 882 8195

Email: Paballo.Mohafa@gauteng.gov.za

Supply Chain Management Enquiries:

Ms Adele Matthews: Tel no: 011 085 2527

Email: adele.matthews@gauteng.gov.za

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Registered Supplier Confirmation	Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
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Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

- a) Financial statements must be signed by the auditor (in the case of companies) or the accounting officer (in the case of close corporations) the owner (in case of sole proprietors). Signatures must be on the accounting officer's / auditors report on the auditor's /accounting officer's letterhead.
- b) Financial statements must be signed by the member/s (in the case of close corporations) or by the director/s (in the case of companies.)
- c) In bids where consortia/joint ventures/sub-contractors and partnerships are involved, all bidders must submit their financial statements.
- d) If it is a new or dormant entity an opening set of financial statements must be submitted with the tender document. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be attached.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less than two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)