 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		Provincial Supply Chain Management								
		INVITATION TO BID			Page 1 of 4					
BID NUMBER										
BID 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		
SITE INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										

NOTES

THE TENDER BOX IS OPEN

- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- This bid is subject to the preferential procurement policy framework act, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG BID FORMS – (NOT TO BE RE-TYPED) - ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (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 from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.



Provincial Supply Chain Management

INVITATION TO BID
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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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INVITATION TO BID

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TENDER DOCUMENTS CAN BE OBTAINED FROM: <https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx>
OR

ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
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)			



CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

15.1 In order for GDENV to consider the Bidder's response to the RFP to become a service provider of GDENV, it will be necessary for GDENV to process certain personal information which the Bidder may share with GDENV, for the purpose of the response to RFP, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

15.2 GDENV will process the Bidder's Personal Information in accordance with GDENV's applicable policies and manuals.

15.3 **Access to Bidder's Personal Information and Purpose Specification** - Personal Information will be processed by GDENV for purposes of assessing the Bidder's submission in relation to the RFP, i.e., the purposes of assessing current services/goods required by GDENV. GDENV may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that GDENV's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

15.4 **Consent** - By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to GDENV's processing of the Bidder's Personal Information for the purposes of evaluating its RFP submission, including to confirm and verify any information provided in the submission and Bidder gives GDENV permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to GDENV and the Bidder agrees that the Personal Information may be disclosed by GDENV to third parties, including GDENV's affiliate(s), service provider(s) and associate(s) (some of which may be

located outside of the Republic of South Africa). Please note that if Bidder withdraw its consent at any stage, GDENV may be unable to process Bidder's RFP.



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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1.	The INVITATION TO BID Pack is drawn up so that certain essential information should be furnished in a specific manner. Any additional particulars shall be furnished in a separate annexure.
2.	The INVITATION TO BID forms should not be retyped or redrafted, but photocopies may be prepared and used. Additional offers may be made for any item, but only on a photocopy of the page in question or on other forms obtainable from the relevant Department or Institution advertising this BID. Additional offers made in any other manner may be disregarded.
3.	Should the INVITATION TO BID forms not be filled in by means of electronic devices, bidders are encouraged to complete forms in a black ink.
4	Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regards to claims arising from the fact that pages are missing or duplicated.
5	The INVITATION TO BID forms shall be completed, signed and submitted with the bid. SBD 5 (National Industrial Participation Programme Form) will only be added to the INVITATION TO BID pack when an imported component in excess of US \$ 10 million is expected.
6	A separate SBD 3.1, SBD 3.2 or SBD 3.3 form (PRICING SCHEDULE per item) shall be completed in respect of each item. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).
7	Firm delivery periods and prices are preferred. Consequently, bidders shall clearly state whether delivery periods and prices will remain firm for the duration of any contract, which may result from this BID, by completing SBD 3.1 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
8	If non-firm prices are offered bidders must ensure that a separate SBD 3.2 (Non-Firm Prices per item) is completed in respect of each item for which a non-firm price is offered. Photocopies of this form may be prepared and used or additional copies, (if required) are obtainable from the relevant Department or Institution advertising this BID (not applicable for PANEL of BIDDERS).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words " as specified " (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	<p>Delivery basis (not applicable for PANEL of BIDDERS):</p> <ol style="list-style-type: none"> a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of offer shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station, if the goods are required elsewhere. b) Notwithstanding the provisions of paragraph 16(a), offered prices for supplies in respect of which installation / erection / assembly is a requirement, shall include ALL costs on a "delivered on site" basis, as specified on the (PRICING SCHEDULE per item).



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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17	Unless specifically provided for in the BID document, no bids transmitted by facsimile or email shall be considered.
18	Failure on the part of the bidder to sign any of the INVITATION TO BID forms and thus to acknowledge and accept the conditions in writing or to complete the attached INVITATION TO BID forms, Preference documents, questionnaires and specifications in all respects, may invalidate the bid.
19	Bids should preferably not be qualified by the bidder's own conditions of bid. Failure to comply with these requirements (i.e. full acceptance of the General Conditions of Contract or to renounce specifically the bidder's own conditions of bid, when called upon to do so, may invalidate the bid.
20	In case of samples being called for together with the bid, the successful bidder may be required to submit pre-production samples to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21	Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22	In case of samples being called for together with the bid, the samples must be submitted together with the bid before the closing time and date of the BID, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the BID may invalidate the bid.
23	In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.




PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	<p>Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:</p> <ul style="list-style-type: none"> • NAME AND ADDRESS OF THE BIDDER; • THE BID (GT) NUMBER; AND • THE CLOSING DATE. <p>The bid must be deposited or posted;</p> <ul style="list-style-type: none"> • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; OR • deposited in the tender box as indicated on SBD1 before the closing time and date.
28	The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>
<h2 style="margin: 0;">POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<p>Compulsory Briefing Session</p>	<p>Page 1 of 1</p>

COMPULSORY BRIEFING DECLARATION OF ATTENDANCE

BID NUMBER			
BID DESCRIPTION			
CLOSING DATE		CLOSING TIME	

The goods / services are required by the Customer Department / Institution, as indicated on form SBD1.

CUSTOMER DEPARTMENT						
CUSTOMER INSTITUTION						
BRIEFING SESSION	Y		N		DATE	TIME
VENUE						

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached Bid documents, on the terms and conditions and in accordance with the specifications stipulated in the Bid documents.

I, THE UNDERSIGNED (NAME)


CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

END USER STAMP

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 1 of 3

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

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

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

Full Name	Identity Number	Name of State Institution

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

--

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

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

2.3.1 If so, furnish particulars:


--

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		Date	
Position		Name of the Bidder	



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

Company Name	Date Established
--------------	------------------

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

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

Comments to include:

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

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

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



GAUTENG PROVINCE

ENVIRONMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

BONTLE KE BOTHO (BKB) CLEANING PROGRAMME – THE REMOVAL OF ILLEGAL WASTE DUMPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES, USING YELLOW PLANT, WITHIN ALL AREAS OF GAUTENG: CITY OF JOHANNESBURG, CITY OF EKURHULENI, CITY OF TSHWANE, SEDIBENG AND WEST RAND MUNICIPALITIES FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED).

BONTLE KE BOTHO (BKB) CLEANING PROGRAMME– THE REMOVAL OF ILLEGAL WASTE DUMPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES, USING YELLOW PLANT, WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG, CITY OF EKURHULENI, CITY OF TSHWANE, SEDIBENG, AND WEST RAND FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)

1. PURPOSE

The Gauteng Department of Environment (GDEnv) seeks to appoint a suitable service provider to conduct illegal waste dump removal in human settlement areas, public open spaces and other public facilities within all municipalities of Gauteng for BkB cleaning programme to assist the municipal sphere of government in Gauteng to fulfil the constitutional mandate of government as per section 24 of the Constitution of the Republic of South Africa, 1996 (“the Constitution”) which guarantees the environmental rights of citizens.

2. BACKGROUND

South Africa has a challenge of unsustainable production and consumption patterns like the rest of the world. It produces more than 122 million tons of waste, of which more than 45% is estimated to be produced in Gauteng. This voluminous waste has several impacts on environmental, economic, social and human health aspects.

2.1. Bontle ke Botho Version 1

Early in 2002, just a few months before the World Summit on Sustainable Development (WSSD) was held in Johannesburg, the Gauteng Provincial Government (GPG) announced the start of a **Clean and Green Campaign** through which the GPG would showcase its environmental work at the Summit. The then Department of Agriculture, Conservation and Environment (GDACE) was tasked with the responsibility of coordinating the campaign. Deliberations at the WSSD in 2002 resulted in an action-oriented plan called the Johannesburg Plan of Implementation (JPOI). The JPOI which focused on sustainable development targets and time frames, adopted a thematic cluster approach to environmental issues.

BONTLE KE BOTHO (BKB) CLEANING PROGRAMME– THE REMOVAL OF ILLEGAL WASTE DUMPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES, USING YELLOW PLANT, WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG, CITY OF EKURHULENI, CITY OF TSHWANE, SEDIBENG, AND WEST RAND FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED)

The outcomes of the summit compelled the GPG to adopt a clean and green campaign as a strategy to implement the JPOI and renamed it the Bontle ke Botho (BkB), Gauteng’s Clean and Green Campaign.

Aligned to the JPOI, the BkB adopted “**sustainable living and poverty alleviation**” as its overarching theme, supported by a cluster of sub-themes or focus areas including:

- i. Water conservation;
- ii. Waste management;
- iii. Energy efficiency; and
- iv. Sustainable agriculture.

Later, “greening” was also added as a sub theme. The objectives of the original BkB campaign were to:

- i. mobilize communities to participate in the cleaning of the Province;
- ii. create environmental awareness;
- iii. encourage sustainable living practices;
- iv. establish strategic partnerships; and
- v. democratization.

The campaign which hinged largely on cooperative governance, was implemented in the form of a competition which had categories for municipalities, wards, and schools. Participants in each category competed for prizes. One of the cardinal rules of the campaign was that prizes won from the competition would only be used to expand projects or initiate new ones with the aim being to maximize the environmental footprint of the campaign. The structure of the campaign was based on the clean city competition nationally and the awards for the programme costed on average R 4.5m per annum.

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2.2. Bontle ke Botho Version 2

In 2016, as part of the 5th Administration's priorities, the BkB Campaign was reviewed, repurposed, and packaged to speak to and meet the new Gauteng priorities. The repurposing meant that the campaign ceased to be implemented as a competition-based campaign, focused away from water, energy and agriculture and was relaunched with strong focus on **Waste Management, Awareness and Greening**. The motivation for the repurposing was to respond to the crisis of inadequate municipal waste management services and the evident unmanaged and illegally dumped waste in townships across the Province, especially in the majority of municipalities and to respond to climate change effects of heating, especially heat island effects.

The intention was to ensure that the **Gauteng Development Work Packages** were environmentally sustainable and livable. The new focus adopted creation of jobs and entrepreneurial opportunities through waste management and as the overarching theme of the campaign. The objectives of the first phase of the campaign were then increased into 6 pillars, namely:

- (i) education and awareness,
- (ii) mobilization of state and non-state actors on waste,
- (iii) partnerships,
- (iv) job creation,
- (v) cleaning and greening as well as
- (vi) environmental enforcement.

The second version BkB campaign was capacitated and customised to support municipalities on rendering effective waste management. This included rolling out the BkB Programme to support municipalities respond to anti-litter, illegal dumping, and effective waste collection services. The resources were moved to fund anti-littering

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and clearance of illegal dumping in townships, especially on the two district municipalities of the province. The major difference between phase 1 and this version was the funding of activities to support municipal waste management activities.

An emergency waste management plan was developed in partnership with Johannesburg, Ekurhuleni, Mogale City, Pikitup and the GPG, submitted to the Gauteng Executive Council and implemented in Emfuleni Local Municipality, monitored by Gauteng Department of Cooperative Governance and Traditional Affairs (GCOGTA).

In addition, quarterly anti-litter and illegal dump programme in Johannesburg, Tshwane, Ekurhuleni, West Rand and Lesedi were executed as the implementation of the programme.

2.3. Bontle ke Botho Version 3

The 6th Administration has further reviewed the second phase of the campaign and indicated that one of the term of the 6th Administration, was to provide “full blown” environmental support under the prioritization strategy known as Townships, Informal Settlements and Hostel (TISH) to communities through the cleaning of:

- i. Townships;
- ii. Informal Settlements; and
- iii. Hostels.

The reprioritization of the BkB to TISH focus areas is to fulfil the constitutional mandate of government as per section 24 of the Constitution of the Republic of South Africa, 1996, which guarantees the environmental rights of citizens as follows:

“Everyone has the right—

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- (a) to an environment that is not harmful to their health or wellbeing; and (b) to have the environment protected, for the benefit of present and future generations, through reasonable legislative and other measures that –
- (i) prevent pollution and ecological degradation;
 - (ii) promote conservation; and
 - (iii) secure ecologically sustainable development and use of natural resources while promoting justifiable economic and social development.”

The social impact of the BkB programme in TISH areas will give dignity and instill pride in communities, especially the poor and vulnerable. It is also to respond to homelessness and joblessness. This refocusing of BkB on TISH is to respond to a growing problem of litter and illegal dumps as directed by the President in the Presidential District Development Model Imbizo in Sedibeng on 12 August 2022, whereby the President commented on the state of litter in Gauteng in general and Emfuleni Local Municipality in particular thus directing the Premier to initiate an anti-litter, cleaning and illegal dump programme to change the situation.

3. PROBLEM STATEMENT

3.1 Sustainability Factors

Gauteng Province, like any other densely populated region in the world, has massive problems regarding Waste Management across the five municipalities.

a) Environmental Impact

Only 10% of urban and 3% of rural households in South Africa recycle part of their waste. 94% of the 48 million tons of hazardous waste goes to landfills. This results in:

- Contamination of soil and water;
- Blockage of storm water drains thereby leading to floods; and
- Landfills are filling up to capacity.

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b) Economic Impact

Plastic pollution costs South Africa R88,5bn per year. Municipalities spend 35% - 40% of their budget on solid waste management. Property prices adjacent to landfills are reduced by up to 10% by landfills, litter, and illegal dumping in the area.

c) Social & Human Health Impact

Litter is unsightly and can be smelly and dirty as well as physically harm people and nature. The discarded tyres and containers are the perfect places for mosquitoes to breed. At the same time, contaminated medical waste can spread diseases.

3.2 Rationale

GDEnv seeks to manage waste through the cleaning or removal of illegal solid waste dumps in Gauteng's human settlement, public open spaces and other public facilities areas to ensure protection human health and environment. In ensuring that all Development Work Packages are environmentally sustainable and liveable, the GPG has, through the GDEnv, committed to support municipalities, private sector, NGOs and communities in all municipalities. Therefore, at the core of the GPG's commitment, is the sustainable protection of the environment for the present and future generations.

3.3 Partnerships

To work with waste collectors, buy-back centres, municipalities, businesses and all relevant strategic partners in reduction of illegal waste dump hotspots.

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4. NATIONAL AND PROVINCIAL PRIORITIES AND STRATEGIES

This project links with the following government priorities:

- i. National Development Plan (NDP);
- ii. Expanded Public Works Programme (EPWP);
- iii. Gauteng Development Strategy (GDS);
- iv. Township Economic Revitalisation Programme (TER)
- v. Framework of the New Economic Growth Path;
- vi. Growing Gauteng Together 2030 (GGT);
- vii. District Development Model (DDM) One Plan;
- viii. Gauteng City Region Overarching Climate Change Strategy and Action Plan; and
- ix. National Waste Management Strategy (2020).

5. PROJECT SCOPE OF WORK AND SPECIFICATIONS

5.1. Scope of Work

The project involves removal of illegal solid waste dumps in various areas.

5.2 The Service Provider's Responsibilities

- a) Project Management;
- b) Project Administration;
- c) Staffing
- d) the Service Provider must assign competent and qualified machine operators (relevant medical certificates will be required) and assistants necessary for the execution of the Project.

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5.3 The Service Provider's Project Manager/s

The Service Provider must assign one or more competent and qualified person/s with proven project management skills as a project manager/s to the Project permanently for the entire duration of the Project and his/her/their responsibilities is/are as follows:

- a) Monitor and evaluate the Project implementation progress;
- b) Guide and provide technical advice to the machine operators;
- c) See to the administration of the Project (timeous scheduling of equipment & machinery time cuts, and ensure quality service rendered);
- d) See to it that a copy of an unendorsed public drivers permit and/or driving license in respect of the driver of one of the previously mentioned vehicles, is submitted on request of the GDEnv and relevant authorities;
- e) Ensure compliance with legislation, including, but not limited to:
 - i. the Occupational Health and Safety Act 85 of 1993 (provide safety danger cones, red flags etc., if and when required);
 - ii. Relevant bylaws; and
 - iii. The National Road Traffic Act 93 of 1996.
- f) Personnel Conduct and Replacement
 - i. Should any operator or employee of the Service Provider act in a manner that is incompetent, impertinent, unreasonable, fail to carry out lawful instructions, lack valid documentation, or otherwise hinder the progress of the work, an authorised GDEnv official may raise a formal objection in writing;
 - ii. Upon receipt of such written objection, the Service Provider shall take appropriate steps to investigate the matter and, where justified, remove the individual from the site. Any removal must be effected in accordance with applicable labour legislation, including due process and the employee's right to respond to allegations.

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- iii. Where removal is warranted, the Service Provider shall ensure that a suitably qualified replacement is deployed within 12 hours, or within a reasonable timeframe agreed with GDEnv.
- iv. The individual concerned shall not be re-assigned to this Project without the prior written consent of GDEnv.

5.4. Department's Responsibilities

The Gauteng Department of Environment (GDEnv) shall assume the following responsibilities to ensure effective implementation and coordination of the project:

5.4.1 Provide overall oversight, coordination, and monitoring of project implementation in all designated municipalities.

5.4.2 Designate departmental Project Managers to oversee progress, verify performance, and approve deliverables.

5.4.3 Facilitate access to designated clean-up sites and issue any required authorisation letters or permits to enable the commencement of work.

5.4.4 Verify the authenticity and compliance of submitted equipment, operator credentials, and health and safety documentation.

5.4.5 Ensure adherence to applicable environmental, safety, and labour legislation throughout implementation.

5.4.6 Process payments within 30 days of receipt of valid invoices, subject to satisfactory completion and verification of work.

5.4.7 Convene progress review meetings and provide technical or administrative feedback to the Service Provider as required.

5.4.8 Maintain ongoing communication with municipalities and relevant stakeholders to ensure alignment with provincial environmental priorities.

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6. SPECIFICATIONS AND DELIVERABLES

6.1. Specifications (Annexure A1 - 6)

In order to deliver the Project Deliverables as set out in Annexure A 1 – 6), the Bidder will need the below-prescribed equipment and resources for the execution of the Project (refer to Annexure A 1 - 6). The Service Provider is required to render services relating to the provision of yellow fleet/plant for cleaning/removal of illegal dumping hotspots.

6.2. Flexibility of Clean-up Areas

The Department reserves the right to reallocate clean-up areas within the same municipality, based on operational requirements, environmental priorities, or emerging service needs. Such changes shall not constitute a Purchase Order (PO) or tender variation and shall not result in any additional costs being charged to the Department. The appointed service provider shall make these adjustments within the scope of the contract and with no extra financial implication.

6.3. Conditions for Yellow Fleet Hiring

- a) The bidder's pricing for yellow fleet hiring shall be all-inclusive and cover, without limitation, the following associated costs:
- b) Site Establishment and Demobilisation – transport, delivery, mobilisation, and removal of machinery to and from site.
- c) Security and Insurance – safeguarding of equipment, operators, and work areas; adequate Public Liability insurance against theft, damage, or third-party claims.
- d) Health and Safety Compliance – provision of personal protective equipment (PPE), adherence to the Occupational Health and Safety Act (OHSA), and implementation of safety signage/barriers on site.
- e) Fuel, Lubricants, and Consumables – supply and management of all operational consumables necessary for the running of equipment.

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- f) Qualified Operators and Supervision – provision of competent, licensed operators and, where required, site supervision.
- g) Maintenance and Repairs – preventative and corrective maintenance to ensure machinery is in good working condition throughout the Project.
- h) Permits and Licensing – all costs relating to roadworthiness, permits, licenses, or compliance certificates.
- i) Standby Time and Downtime – no additional claims will be entertained for non-productive hours, downtime, or breakdowns unless approved in writing by the Department.
- j) Environmental Compliance – costs related to spill prevention, clean-up, and adherence to environmental regulations.
- k) Other Incidentals – any other direct or indirect costs reasonably associated with the provision and safe operation of the yellow fleet.

7. BID EVALUATION CRITERIA

7.1 GENERAL

Bids will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999, the Gauteng Department of Environment Supply Chain Management Policy, the Preferential Procurement Policy Framework Act 5 of 2000 and the Preferential Procurement Regulations, 2022 (PPR).

STAGE 1 will be the evaluation of bids in terms of:

Stage 1A: Documents (Mandatory and Returnable); and

Stage 1B: Functionality

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NOTE: During any of these stages of evaluation, a Bidder that does not meet the prescribed criteria and minimum threshold for functionality will not be considered for further evaluation.

STAGE 2: Points for Price and Specific Goals - bids meeting all the requirements in Stage 1 will be evaluated in terms of Regulation 4 of the PPR.

- **Price = 80 points**
- **Specific goals points = 20 points**

7.2 STAGE 1A: MANDATORY AND OTHER RETURNABLE DOCUMENTS

7.2.1 Mandatory Documents

A Bidder who fails to submit the following documents will be disqualified:

- a) A fully completed and signed Invitation to Bid form SBD 1;
- b) A fully completed and signed Declaration of Interest form SBD 4;
- c) A fully completed and signed Preference Points Claim Form SBD 6.1;
- d) Proof of attendance of briefing session (certificate of briefing session attendance);
- e) A certified copy, showing the original certification stamp (not older than three months) of valid letter of good standing in respect of Workman's Compensation (Compensation of Injuries and Diseases Act 130 of 1993);
- f) A certified copy, showing the original certification stamp (not older than three months) of proof of valid Public Liability insurance cover, with clearly stated commencement and expiry dates, to prove that the bidder is actively covered for damages, third party and public liability at the date of the tender closing. The minimum value of the insurance cover must be R5 Million. In the case of a consortium or JV, the insurance cover of the lead partner, meeting the stated requirements, must be submitted.

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- g) A certified copy, showing the original certification stamp (not older than three months), of the Joint Venture or Consortium Agreement, signed by all parties (showing revenue split), if applicable;
- h) A certified copy, showing the original certification stamp (not older than three months), of the signed Organisational Environment, Health, and Safety Policy;
- i) The fully completed comprehensive Pricing Schedule – Annexure A 1 - 6 (total price inclusive of recruitment, project management, procurement of goods and services including applicable taxes) without altering the offered prices for stipends (any alterations will lead to disqualification).

NB: The Service Provider must select one primary corridor and one secondary corridor of interest for the provision of hired yellow fleet/plant, as outlined in Annexure B, as follows -

- ***A certified copy of proof of address in the Service Provider’s name, not older than three (3) months, is required for the primary corridor; and***
- ***A certified copy of proof of address in the sub-contractor’s name, not older than three (3) months, is required for the secondary corridor, confirming the appointment of a compulsory local sub-contractor for a minimum 30% subcontracting allocation.***

NB Failure to comply with these requirements will result in disqualification.

- j) A certified copy of proof of ownership of yellow plant in the name of the Service Provider, not older than three (3) months;
- k) A letter of Intent, together with a certified copy of proof of ownership by the Lessor (in the name of the Fleet Provider), not older than 3 (three) months;

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NB The Department reserves the right to verify ownership via the eNaTIS system, and any falsification will lead to disqualification and/or prosecution for misrepresentation and/or fraud.

l) In respect of Yellow Fleet vehicles, submission of the following is also required:

- A certified copy of proof of ownership, not older than 3 (three) months; or
- valid lease agreements for yellow fleet equipment corresponding with their selected corridor options, as indicated in Annexure B and as per the following requirements:
 - i. For **one corridor selection**: 1 × TLB and 3 × 10-cubic-metre tipper trucks;
 - ii. For **two corridor selections**: 2 × TLBs and 6 × 10-cubic-metre tipper trucks; and
 - iii. For **three corridor selections**: 3 × TLBs and 9 × 10-cubic-metre tipper trucks.

NB: All submissions must correspond directly with the bidder's selected corridor choices and proof of address requirements as outlined in this document and its Annexure B.

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7.2.2 Other Returnable Documents

A Bidder must submit the following documents:

- a) A Tax Compliance Status Pin [for Consortiums or Joint Ventures, submit a SARS Tax Compliance Status Pin for each party];
- b) Proof of National Treasury Central Supplier Database (CSD) registration [for Consortiums or Joint Ventures, submit proof of National Treasury Central Supplier Database (CSD) registration for each party];
- c) A Company Profile including ownership, directorship and the nature of the business activities in detail;
- d) Company registration (CIPC) document;
- e) A valid B-BBEE Status Level Verification Certificate, CIPC Certification and/or valid Sworn Affidavit [In the case of a partnership/ consortium/ joint venture, only a valid consolidated B-BBEE Status Level Verification Certificate will be considered for evaluation purposes]; and
- f) A certified copy, showing the original certification stamp (not older than six months), of a valid Medical Certificate signed by a Medical Professional, confirming owner disability, if applicable.

7.3 STAGE 1B: FUNCTIONALITY EVALUATION

Bidders who fail to meet the **minimum functionality threshold** of 75 points/score will be **disqualified** and **will not be considered for the second stage of evaluation**, namely **price and specific goals**. It must be noted that **functionality points are used for evaluation of the bidder's capability and ability to execute the project/contract** and **do not form part of the final preference point calculation**.

CATEGORY CRITERIA	DESCRIPTION	WEIGHT
A proposed Project Plan, Methodology and Management Plan of the Project for the removal of illegal waste dump and clearing of litter	<p>A project Implementation plan is required providing detailed methodology. It must explain how the work will be done and how requirements stated in the scope of work, deliverables and duties of the service provider will be achieved. Details must be given how these requirements will be met in a systematic way. An activity plan/project plan showing timeframes of specific work or tasks that will be done, will include:</p> <ol style="list-style-type: none"> 1. Details on the approach on how the work will be done and by whom. 	12

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	<p>2. Details on project resources that will be required to ensure that the GDEnv’s needs are met with reference to quantity and quality.</p> <p>3. An itemised budget breakdown linked with expected deliverables; and</p> <p>4. Evidence of a scientific approach to data sourcing, quality control, management and analysis.</p> <ul style="list-style-type: none"> • A project implementation plan/Methodology of the Project reflecting all (4) aspects mentioned above = 12 points. • A project implementation plan/Methodology of the Project reflecting any (3) aspects mentioned above = 9 points. • A project implementation plan/Methodology of the Project reflecting any (2) aspects mentioned above = 6 points. • A project implementation plan/Methodology of the Project reflecting (1) aspect mentioned above = 3 points. • No project implementation plan/methodology provided = 0 points. 	
Certified Qualifications of the Project Manager / lead accredited by the South African Council for the Project and Construction Management Professions (SACPCMP)	Relevant qualification in the form of a certificate in Project Management accredited with SACPCMP.	14
	Qualifications of Project Manager / lead	Indicator Score
	A certificate in Project Management accredited with SACPCMP	14
	A certificate in Project Management without accreditation with SACPCMP	7
	No relevant qualification (s) attached/ submitted	0
Technical Capability/ expertise and track record of the Project Manager assigned to the Project on the removal of illegal waste dump and clearing of litter	Bidder (s) are required to demonstrate that they have the necessary resources and technical expertise to undertake and successfully complete the Project.	5
	Bidder (s) should submit curriculum vitae for the Project Manager proposed to be employed on the project. Curriculum vitae are to include specific details of this individual including, inter alia, relevant experience and to include three contactable reference, technical qualifications and past experience	
	Experience of Project Manager assigned to the project in waste management that include the removal of illegal waste dump and clearing of litter	Indicator Score
	5 years ‘or more experience	5
	3 to less than 5 years’ experience	2

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	0 to less than 3 year experience		0
Technical Capability/ expertise and track record of the SHEQ officer assigned to the Project on the removal of illegal waste dump and clearing of litter	Bidder (s) should submit curriculum vitae for the SHEQ officer proposed to be employed on the Project. Curriculum vitae are to include specific details of this individual including, inter alia, relevant experience and to include three contactable reference, technical qualifications. Registered with SACPCMP		5
	Experience of SHEQ Officer assigned to the project in waste management that includes the removal of illegal waste dump and clearing of litter Registered with SACPCMP	Indicator	Score
	National Diploma in Safety/ or NQF Level 5 SAMTRAC Certificate with 5 years 'or more experience Registered with SACPCMP		5
	No National Diploma in Safety/or NQF Level 5 SAMTRAC Certificate with less than 5 years' experience Registered with SACPCMP		0
Technical Capability/ expertise track record and Qualifications of the Site agent / Supervisor assigned to the Project on the removal of illegal waste dump and clearing of litter	Bidder (s) should submit curriculum vitae for the Site agent / Supervisor proposed to be employed on the project. Curriculum vitae are to include specific details of this individual including, inter alia, relevant experience and to include three contactable reference, technical qualifications and past experience		14
	Experience of site agent / supervisor assigned to the project in waste management clearing of illegal dumping with SACPCMP in Project Management certificate	Indicator	Score
	5 years 'or more experience with SACPCMP in Project Management certificate		14
	3 to less than 5 years' experience with SACPCMP in Project Management certificate		7
	Less than 3 years' experience or without SACPCMP in Project Management certificate		0
The Bidder's experience, track record and knowledge in Waste Management Projects including the removal of illegal waste dump and clearing of litter	Bidder (s) are required to demonstrate relevant experience and competency of the Bidder in project management preferably in Waste Management Projects (i.e. street cleaning, removal or clearing illegal dumps using yellow plant machinery - TLBs, Front-end Loaders, Bobcats, Tipper Trucks or Heavy Load Trucks (4 ton & above), waste collection, recycling operation of buy back centre etc.)		50
	Bidder (s) should submit full details of at least reliable contactable signed references for projects of a similar scope which were successfully completed in the previous years in waste management which include street cleaning and clearing of illegal dumping - using yellow plant machinery - TLBs, Front-end Loaders, Bobcats, Tipper Trucks or Heavy Load Trucks (4 ton & above), reference letter in client's letterhead to contain project start and end-date, official email address and telephone/mobile numbers		
	Bidder's experience in Waste management projects (i.e. street cleaning, removal or clearing illegal dumps, waste collection, recycling operation of buy back centre etc.)	Indicator	

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	5 relevant reference letters	50
	4 relevant reference letters	40
	3 relevant reference letters	30
	2 relevant reference letters	20
	1 relevant reference letters	10
	No relevant reference letter has been attached	0
Threshold	Bidder(s) scoring less than 75 points will be disqualified and shall not go through to the next evaluation stage(s)	100 Points

7.4 STAGE 2: PRICE AND SPECIFIC GOALS

Only bidders who have complied with the functionality evaluation will be considered for the price evaluation.

Bidders are referred to the SBD 3.1 and Annexure A1 to A6 for pricing schedule and the SBD 6.1 for the Preference Point System.

The Price and Specific goals will be evaluated and scored in terms of Regulations 4.(1) and 4.(2) of the Preferential Procurement Regulations, 2022, as follows:

AREA	POINTS
Price	80
Specific Goals	20

Price:

In terms of Regulation 4(1) of the PPR, a maximum of 80 points is allocated for price and calculated using the formula:

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of lowest acceptable tender

BONTLE KE BOTHO (BKB) CLEANING PROGRAMME – THE REMOVAL OF ILLEGAL WASTE DUMPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES, USING YELLOW PLANT, WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG, CITY OF EKURHULENI, CITY OF TSHWANE, SEDIBENG AND WEST RAND FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED).

Specific Goals:

Specific goals points must be awarded to a service provider for attaining or meeting the specific goals in accordance with the table below:

Specific Goals (HDI - Historical Disadvantage Individuals)	Number of Points
Black owned	4
Women owned	3
Owned by People with Disabilities	5
Owned by Youth	5
Owned by Military Veterans	3

To qualify for the total allocated points per Specific Goal, Bidders must submit evidence of **100% ownership** for the specified Historically Disadvantaged Individuals (HDI) categories. Bidders must submit verifiable documentation as proof to claim the Preference (Specific Goal) Points. The Bidder's verified ownership percentage relevant to the identified Specific Goal listed above, will be applied on a *pro rata* basis to the number of points available, if not 100% owned.

Ownership Verification Process:

- The Bidder's CSD Report will be used for scoring and the evaluation of the above ownership percentages.
- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Affidavit to confirm the points claimed by the Bidder, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- In the case of a partnership/ consortium/ joint venture, only a valid consolidated B-BBEE Status Level Verification Certificate will be considered for evaluation purposes (or an original certified copy thereof).
- Refer to Clause 7.2.2 under "*Other Returnable Documents*" for further guidance on B-BBEE certificates and/or sworn affidavits.

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- An original certified copy of a valid Medical Certificate signed by a Medical Professional, confirming owner disability.
- If the Bidder's ownership status cannot be verified for evaluation purposes, the Bidder will forfeit the allocated points for Specific Goals.
- ***NB: All points will be allocated in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2022, as amended at the date of tender closure, and the Department's Supply Chain Management Policy.***

8. SUBMISSION OF PROJECT PROPOSAL

8.1 One hard copy and one electronic copy (USB/CD) clearly marked or labelled with bidder name with the project proposal and supporting documentation must be submitted to the Gauteng Department of Environment, 56 Eloff street Umnotho House Marshalltown. Johannesburg, marked with the relevant tender number.

8.2 Proposals must be compiled in the following manner:

- a) The proposal content must be clearly indexed;
- b) One original proposal (marked 'original') must be submitted; and
- c) Proposal must be delivered sealed.

8.3 The following information must appear on the outside of the sealed proposal:

- a) Name of Bidder;
- b) Description of proposal;
- c) RFP Number; and
- d) Closing Date and Time.

9. DURATION

The successful Bidder will enter into a Service Level Agreement (SLA) with the GDENV clearly stipulating terms and conditions of the SLA for a three-years period. The contracted bidder/s will be legally bound to deliver within the set duration of the Project.

The contracted bidder/s will be legally bound to deliver within the set duration of the Project.

10. SKILLS, EXPERIENCE AND MANAGEMENT

The appointed Service Provider must:

- a) Have both the skills and the experience, necessary to undertake the range of tasks set out in this TORs.
- b) The appointed Service Provider must utilise qualified and competent personnel (including relevant Professional Registrations) or sub-consultants/organisations to provide the training as specified.
- c) The appointed Service Provider must be personally available to do the work as and when required.
- d) The appointed Service Provider will be held responsible and accountable for ensuring delivery in terms of the contract to be agreed upon and for the professional conduct and integrity of the team.
- e) The skills and expertise required are proven experience in Project Management, undertaking and have successfully completed project development for large waste infrastructure projects.
- f) The appointed Service Provider should have facilitation skills and be able to facilitate consultation meetings with relevant stakeholders.
- g) The appointed Service Provider must demonstrate the capacity/capability to complete the work within tight timeframes, without compromising quality.
- h) The skills and experience required in the Service Provider are as follows:
 - i. Financial analysis, with relevant PPP and project finance experience through to financial close;
 - ii. PPP procurement and structuring;
 - iii. Legal, with relevant law and experience in the drafting and negotiating of PPP agreements;
 - iv. Technical due diligence and advice on PPP structuring and contracts;

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- v. Project planning management;
- vi. Project facilities management;
- vii. Relevant expertise in the establishment of Integrated Regional Waste Facilities;
- viii. Contract negotiations;
- ix. Contract management; and
- x. Project management.

11. CONFIDENTIALITY

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

11.2 The obligation to maintain the confidentiality of information shall supersede the termination of the agreement but will not apply to confidential information which was in the public domain prior to being disclosed by the Service Provider and has come into the public domain other than as a consequence of being divulged by the Service Provider team.

12. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

12.1 Any information provided by the Department to the Service Provider and documentation produced by the Service Provider in performance of the services, shall belong to and remain the property of the government of the Republic of South Africa as represented by the Department, and will not be used by the Service Provider for any purpose other than in accordance with the agreement, or by written permission of the Department.

12.2 Upon termination of the agreement for any reason whatsoever, the Service Provider must return to the Department all materials in its possession which belong to the Department, regardless of whether such materials were originally supplied by the Department to the Service Provider or not. All web-based applications and software generated as part of this Project shall be the property of Department and shall be returned upon termination of the contract and shall not be used for any other project without the Department's consent.

13. CONTRACTUAL AND OTHER ARRANGEMENTS

The following must be noted:

- a) The TOR together with the Project proposal, and the associated tender documentation, will serve as an agreement between the Department and the appointed Service Provider. However, a further formal (professional services) contract will be drawn up detailing all contractual obligations and it will be expected of the Service Provider to eventually sign such contract with the Department;
- b) The Service Provider will report directly and hand over all deliverables to be reviewed and sanctioned to the Department's Project Manager;
- c) Once appointed, a purchase order number will be issued to the Service Provider, which must be used in all future financial related correspondence;
- d) Payment will be made after completion, review and approval of each deliverable received from the Service Provider;
- e) The invoice must detail specific activities performed; and
- f) No up-front payments will be made. The Department will pay for satisfactory completion of work, within 30 days of submission of invoice.

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14. EXPERIENCE AND EXPERTISE REQUIRED

The Service Provider must make available sufficiently qualified and trained personnel and their CVs to the Department. The Service Provider must be able to commence rendering the required services at an effective level on the specified date. Failure to do so will be breach of contract by Service Provider's Team.

15. PREVIOUS EXPERIENCE AND CLIENT REFERENCES

The Bidder must provide a statement of work successfully completed and a list of client references in the table provided below.

Insert in the table below, the details of successfully completed work.

Client	Nature of Work	Value of Work	Year Completed
1.			
2.			
3.			
4.			
5.			

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The Bidder must also furnish details of clients who will comment on their experience as clients with the Bidder:

Client	Contact	Telephone No.
1.		
2.		
3.		
4.		
5.		

16. THE DEPARTMENT'S RIGHT TO AWARD TO ONE OR MULTIPLE BIDDER(S)

The Department reserves the right to award the Project to one or multiple bidder(s) on the basis of expertise and experience for different focus areas.

17. GENERAL ISSUES

- a) The time allocation for this Project will be stipulated by the Department and any deviations thereon agreed upon with the Department.
- b) Reports must be in MS Word format and must include an executive summary on the prescribed template from the Department.
- c) Reports are the property of the Department and are to be used or distributed only with the written permission of the Department.

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- d) No presentations of reports and/or graphical information may be made without the prior written permission of the Department.
- e) General conditions are stipulated in the various documents which make up the RFP pack.

18. GPT (GAUTENG PROVINCIAL TREASURY) ELECTRONIC INVOICE SUBMISSION AND TRACKING

Section 38(1)(f) of the PFMA and Treasury Regulation 8.2.3 requires payment to suppliers within 30 days of invoice receipt. In support of this, it is compulsory for the successful bidder/s, on award, to register for GPT Electronic Invoice Submission and Tracking. The GPT shall assist the successful bidder/s in this regard, if required.

19. COMPULSORY BRIEFING SESSION

A virtual compulsory tender briefing session will be held on *03 July 2026 at 10h00*. The link to join the briefing session is as follows:

Microsoft Teams meeting

Join:

<https://teams.microsoft.com/meet/374185606244689?p=Wa6uvALBNu9ntKJuJF>

Meeting ID: 374 185 606 244 689

Passcode: kJ3MV9Tp

20. CONSENT IN TERMS OF SECTION 11 OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPIA)

a) In order for the Department to consider the Bidder's response to the RFP to become a Service Provider of the Department, it will be necessary for the Department to process certain personal information which the Bidder may share with the Department, for the purpose of the response to the bid, including personal information, which may include special personal information (all hereafter referred to as "Personal Information").

b) The Department will process the Bidder's Personal Information in accordance with the Department's applicable policies and manuals.

c) Access to Bidder's Personal Information and Purpose Specification

The Department will process Personal Information for purposes of assessing the Bidder's submission in relation to the RFP, i.e., the purpose of assessing current services/goods required by the Department. The Department may also share the Bidder's Personal Information with third parties, both within the Republic of South Africa and in other jurisdictions, including to do verification, background checks and Know Your Customer obligations in terms of the Financial Intelligence Centre Act 38 of 2001 ("FICA"). In this regard, the Bidder acknowledges that the Department's authorized verification agent(s) and service provider(s) will access Personal Information and conduct background screening.

d) Consent

By its mere submission of the quotation and associated documents, the Bidder agrees and voluntarily consents to the Department's processing of the Bidder's Personal Information for the purposes of evaluating its Proposal, including to confirm and to verify any information provided in the submission and Bidder gives the Department permission to do so. The Bidder understands that it is free to withdraw its consent on written notice to the Department and the Bidder agrees that the Personal Information may be disclosed by the Department to third parties, including the Department's affiliate(s), service provider(s) and associate(s)

BONTLE KE BOTHO (BKB) CLEANING PROGRAMME – THE REMOVAL OF ILLEGAL WASTE DUMPS FROM HUMAN SETTLEMENTS, PUBLIC OPEN SPACES AND OTHER PUBLIC FACILITIES, USING YELLOW PLANT, WITHIN ALL MUNICIPALITIES OF GAUTENG: CITY OF JOHANNESBURG, CITY OF EKURHULENI, CITY OF TSHWANE, SEDIBENG AND WEST RAND FOR A PERIOD OF 36 MONTHS (AS AND WHEN REQUIRED).

(some of which may be located outside of the Republic of South Africa). Please note that if Bidder withdraws its consent at any stage, the Department may be unable to process Bidder's Proposal.

21. GDEnv CONTACT PERSONS


Administrative enquiries should be directed to:

Ms. Olga Ramulumisi

Email: olga.ramulumisi@gauteng.gov.za Technical enquiries should be directed to:

Mr. Bentley Nofemela

Email: bentley.nofemela@gauteng.gov.za

 <p>GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA</p>	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. A letter from the auditor (in the case of companies) or the accounting officer (in the case of close corporations) stating that the entity has not yet traded must be submitted.
- e) In cases where an entity has operated for a period less than a year the Management Accounts Report for the period in operation must be submitted signed accordingly as stated in paragraph (a) and (b) of this document.
- f) In cases where the entity has operated for a period more than a year but less that two years, then the financial statement for the first year of operation signed accordingly as per paragraph (a) and (b) of this document must be submitted.



INTEGRITY PACT FOR BUSINESSES



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

This agreement is part of the tender document, which shall be signed and submitted along with the tender document. The Chief Executive Officer of the bidding company or his/her authorised representative shall sign the integrity pact. If the winning bidder has not signed this integrity pact during the submission of the bid, the tender/proposal shall be disqualified.

2. OBJECTIVES

Now, therefore, the Gauteng Provincial Government and the Bidder agree to enter into this pre-contract agreement, hereinafter referred to as an integrity pact, to avoid all forms of corruption by following a system that is fair, transparent, and free from any influence/unprejudiced dealings before, during and after the currency of the contract to be entered, with a view to:

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.

3. GOVERNANCE

- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.

4. ENVIRONMENT

- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.

5. PROTECTION OF INFORMATION

- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.



6. REPUTATION

- 6.1 The Gauteng Provincial Government wants to work with bidders who are proud of their reputation for fair dealing and quality delivery.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.
- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

- 7.1 The value system of the Gauteng City Region is shown below:

GAUTENG CITY REGION VALUES SYSTEM	
CORE VALUES	ETHICAL VALUES
Patriotism Purposefulness Team focused Integrity Accountability Passionate Activism	Integrity Accountability Dignity Transparency Respect Honesty

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8¹, copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

¹ Government Notice No. R. 225 of 2005 published under Government Gazette No. 27388 of 15 March 2005, as amended



GAUTENG ETHICS & ANTI-CORRUPTION

intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption Hotline
Toll-free number	080 1111 633	0800 701 701
SMS call-back	49017	N/A
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	086 726 1681	0800 204 965
Website	www.thehotline.co.za	www.publicservicecorruptionhotline.org.za
Post	Chief Directorate: Integrity Management Private Bag X61 Marshalltown 2001	Public Service Commission Private X121 Pretoria 0001
Walk-in	Office of the Premier 55 Marshall Street Marshalltown Johannesburg 2001	Gauteng Provincial Office Public Service Commission Schreiner Chambers 6 th Floor 94 Pritchard Street Johannesburg



- 8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:
- a) Take steps against such official and other role players (necessary disciplinary proceedings, and/or any other action as deemed fit, bar such officials from further dealings related to the contract process). In such a case, while an enquiry is being conducted by the Gauteng Provincial Government the proceedings under the contract would not be stalled.
 - b) Inform the relevant Treasury of steps taken in 8.1.5(a) against such officials; and
 - c) Report any conduct by such official and other role players that may constitute an offence to the South African Police Service.

9. COMMITMENTS OF THE BIDDERS

The bidder commits himself/herself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his/her bid or during any pre-contract or post contract stage to secure the contract or in furtherance to secure it and commits himself/herself to the following:

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.

10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or anyone employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:
- 10.3.1 To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.
- 10.3.2 To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.
- 10.3.3 To recover all sums already paid by the Gauteng Provincial Government.
- 10.3.4 To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.
- 10.3.5 To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.



11 CONFLICT OF INTEREST

- 11.1 A conflict of interest involves a conflict between the public duty and private interest (for favor or vengeance) of a public official, in which the public official has private interest which could improperly influence the performance of their official duties and responsibilities. Conflicts of interest would arise in a situation when any concerned members of both parties are related either directly or indirectly or has any association or had any confrontation. Thus, conflict of interest of any tender committee must be declared in a prescribed form.
- 11.2 The bidder shall not lend or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any member of the tender committee or officials of the Gauteng Provincial Government, and if he/she does so, the Gauteng Provincial Government shall be entitled forthwith to rescind the contract and all other contracts with the bidder.

12 LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

13 VALIDITY

- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

GPG INTEGRITY PACT FOR BUSINESSES

BIDDER/SUPPLIER/SERVICE PROVIDER	
Signature of the CEO	
Full name of the CEO	
Tender number	
Date	

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
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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
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27. Settlement of disputes
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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)