



Provincial Supply Chain Management

Request for Proposal
Page 1 of 3

RFP NUMBER											
RFP DESCRIPTION											
CUSTOMER DEPARTMENT											
CUSTOMER INSTITUTION											
BRIEFING SESSION	Y		N		SESSION COMPULSORY			Y		N	
					SESSION HIGHLY RECOMMENDED			Y		N	
BRIEFING VENUE					DATE				TIME		
COMPULSORY SITE INSPECTION	Y		N		DATE				TIME		
INSPECTION ADDRESS											
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION						
CLOSING DATE					CLOSING TIME						
TENDER BOX LOCATION											
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.											

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



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SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:		MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09	

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

This RFP is subject to the General Conditions of Contract and where applicable any other Special Conditions of Contract.



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late and incomplete submissions may invalidate the bid submitted.

This RFP will be evaluated on the basis of Preferential Procurement Regulation, 2017 pertaining to the Preferential Procurement Policy Framework Act (Act number 5 of 2000).

Point System

Points SHALL be allocated as follows:

Points for

Points for

*** It is the responsibility of the bidder to attach A VALID SWORN AFFIDAVIT {EME/QSE} ATTESTED BY A COMMISSIONER OF OATHS OR VALID CERTIFIED COPY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE WITH THIS RFP DOCUMENT TO QUALIFY FOR THE PREFERENCE POINTS**



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders


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

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

The bid must be deposited or posted;

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

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bidder's Disclosure	Page 1 of 3

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration


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

YES		NO	
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- 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	<h1>Provincial Supply Chain Management</h1>	
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3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

Signature		Date	
Position		Name of Bidder	



Provincial Supply Chain Management

Briefing Session

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BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER			
RFP DESCRIPTION			
RFP CLOSING DATE		CLOSING TIME	

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

CUSTOMER DEPARTMENT							
CUSTOMER INSTITUTION							
DELIVERY ADDRESS							
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 RFP 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	
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FULL COMPANY NAME							
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GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--


GPT STAMP

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<p>Special Conditions</p>	<p>Page 1 of 3</p>

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	<p>SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.</p>	Bidders Briefing Session	
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

Criteria for Price and B-BBEE Status	Points
Bid Price	80
Preference Points	20
TOTAL	100

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

- Stage One-

- Stage Two-

 <p style="margin-top: 10px;">GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="margin: 0;">Provincial Supply Chain Management</h1>
<h2 style="margin: 0;">Special Conditions</h2>	<p style="margin: 0;">Page 3 of 3</p>

SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

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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 DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

TERMS OF REFERENCE

REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION OF GDARD YOUTH JOBS IN WASTE MANAGEMENT PROJECT IN GAUTENG FOR A PERIOD OF THREE (3) YEARS.

1. BACKGROUND

Community Based Natural Resource Management (CBNRM) is about local people working together to protect their land, water, animals and plants, so that they can use these natural resources to improve their lives and the lives of future generations. CBNRM aims to transfer authority for ecosystem management to the local community, thereby empowering communities to manage their own resources without permanently damaging, depleting or degrading them. It therefore has objective of poverty reduction by creating sustainable jobs through waste reuse and innovation, natural resource management and good governance. The importance of CBNRM lies in its potential to manage local natural resources, create work opportunities, creating opportunities for education and training and establishment of small and medium enterprises.

The Gauteng Department of Agriculture and Rural Development (GDARD) through its Provincial Environmental Empowerment Services, implement a number of EPWP projects with an aim of conserving Gauteng Provinces Natural Resources. GDARD is planning to implement a *Youth in Waste Management Project* in all Gauteng corridors. The project will be focusing on making organic compost from waste materials through employment of unemployed youth residing in Gauteng province.

Compost is a stable organic mixture resulting from the breakdown of organic components; it is typically dark brown or black and contains humus which provides soil-like, earthy smell. Compost is widely used as fertilizer and soil amendment in agriculture. It is created by piling organic wastes (garden waste, leaves, food waste, manure) with bulking agents (e.g., wood chips) to provide environment for anaerobic bacteria and fungi to manage the chemical decomposition process. Compost is stabilised through maturation and curing process.

There are a number of benefits of composting and the use of compost in horticulture and agriculture. These include:

- Reduction and elimination of the need for chemical fertilisers;
- Increasing of crop yields;
- Facilitation of reforestation, wetland restoration, and habitat revitalization by amending contaminated, compacted, and marginal soils;
- Cost-effective remediation of soils contaminated by hazardous waste;
- Absorption and removal of solids, oil, grease and heavy metals from stormwater runoff;
- Avoidance of methane and leachate formation in landfills;
- Decreased need for water, fertilizers, and pesticides in agriculture;
- Serving as a marketable commodity and as a low-cost alternative to standard landfill cover; and
- Extension of municipal landfill life span by diverting organic materials from landfills.

2. LEGISLATIVE MANDATE

The Gauteng Province is required to fulfil its Constitutional mandate of environmental protection by discharging its authority stipulated in the National Environmental Management: Waste Act 59 of 2008 and by implementation of the Gauteng Integrated Waste Management Plan (GIWMP), which seeks to achieve goals set in the National Waste Management Strategy (NWMS). The revised NWMS, approved by Cabinet in September 2020, provides a framework and strategy for the implementation of the NEM: WA and outlines government's policy and strategic approach to waste management. The NWMS has set out following three pillars and expected outcomes for the waste management sector in the next five years, namely:

- i) Waste prevention and minimisation – the NWMS set target is 40% of waste from diverted from landfill within 5 years; 55% within 10 years; and at least 70% within 15 years leading to Zero-Waste going to landfill;
- ii) Effective and Sustainable waste services; and
- iii) Compliance and awareness- the mainstreaming of waste awareness and a culture of compliance resulting in zero tolerance of pollution, litter and illegal dumping.

The Growing Gauteng Together 2030 Strategy (GGT2030) for the province has a target for that requires that the province achieves a target of 25% diversion of waste from landfill by 2024. The current annual diversion rate is at an estimated 10%. It is therefore critical that the province together with municipalities as well as the private sector implements programmes that the targets set out in the NWMS as well as the GGT2030 are achieved. This proposed programme will contribute towards achieving these targets, whilst at the same time contributing towards the larger challenges facing South Africa of poverty, unemployment and inequality.

Additionally, the project will contribute to the Gauteng Provincial Government Pillars:

- ✓ **Radical Economic Transformation**
 - To enable creation of short to medium term work opportunities coupled with skills development mainly targeting unemployed youth women, youth male and youth persons with disabilities.
- ✓ **Accelerated social transformation**
 - To contribute to the social upliftment by providing poverty relief programmes that come with stipend and training opportunities, which will help towards sustainable development and rural township economic revitalization.

The project link to the following National and Provincial government strategies and priorities:

- Expanded Public Works Programme (EPWP)
- Transformation, Modernisation and Réindustrialisation Programme (TMR)
- Gauteng Development Strategy (GDS)
- Township Economic Revitalisation Programme (TER)

- Tshepo 1 million
- Framework of the New Economic Growth Path

2.1. Problem Statement

The organic waste component accounts for almost a quarter of all generated waste and only a small portion of it is currently being recovered and diverted from the landfills. At the same time, the organic waste material including food waste, contains loads of nutrients that can be returned to the environment using appropriate methods. Disposing of organic waste in the landfill results in, not only exhausting valuable landfill airspace at a faster rate but also generates methane, which can pose a threat and contributes to increases in greenhouse gases. There are existing, proven solutions/ technologies that can be employed to ensure that the organic waste material is recovered, processed and beneficiated to valuable products such as compost. These solutions and technologies are an important part of a sustainable waste management system in ensuring a cyclic way of resource management.

The current situation in Gauteng is that most of this organic waste stream is ending up at the landfills and not being recovered for beneficiation as it should be. GDARD seeks to engage youth interested in waste management to ensure that they start business dealing with waste minimisation and reuse, with specific focus on converting food waste into organic compost. This programme is aimed at addressing the waste management challenges outline as well as contribute towards other key Provincial priorities of poverty alleviation unemployment of unskilled local people and to conserve natural resources leading up to the long-term vision of a circular economy in the province.

2.2. Aim

To implement Youth Jobs in Waste Management Project using labour intensive methods. The participants will be focusing on the activities of waste reuse, minimisation and awareness in order to reduce and eliminate the amount of organic waste that ends up in water courses and landfills sites.

2.3. Objectives

The objectives of the proposed project are as follows:

- To support existing Youth dealing with organic waste with skills, equipment, and materials
- To create a total of 405 EPWP compliant Work Opportunities (WO) over a period of three (3) years.
- To provide accredited and non-accredited training to the project participants.
- To create green jobs and contribute towards sustainable waste management in the province.

2.4 Approach

The project will be implemented in all Gauteng corridors. The project will be implemented over a period of 3 years (equivalent to 230 working days each for year one, year two and year three inclusive of training days).

Year 1

The project seeks to create work opportunities through organic waste recovery and processing towards beneficiation making organic compost, by the use of labour-intensive methods. A total of hundred and thirty-five (135) EPWP participants will benefit from this EPWP based project and they will be trained on various skills.

Year 2

The project seeks to create work opportunities through organic waste recovery and processing towards beneficiation making organic compost by the use of labour-intensive methods. A total of hundred and thirty-five (135) EPWP participants will benefit from this EPWP based project and they will be trained on various skills.

Year 3

The project seeks to create work opportunities through organic waste recovery and processing towards beneficiation making organic compost, by the use of labour-intensive methods. A total of hundred and thirty-five (135) EPWP participants will benefit from this EPWP based project and they will be trained on various skills.

3. PARTNERSHIPS

GDARD will work with Gauteng Non-profit Organisations, hospitality industry, institutions including hospitals, households and community youth focusing on organic waste composting. Other partners will include municipalities, government parastatals national and provincial departments.

4. PROJECT DESCRIPTION AND SPECIFICATION

4.1. Project Duration

The project will be implemented over a period of 3 years from the date of award as outlined in item 2.4 above.

4.2 Project Deliverables

4.2.1 Project Deliverables (administration)

The service provider must:

- Appoint a total of 135 EPWP participants from five Gauteng corridors (115 General workers, 10 Health and safety workers and 10 Project Supervisors);
- Manage and supervise 135 EPWP participants on a daily basis;

- Pay minimum stipend of R 135.00 per day for year one, R145.00 per day for year two and R155.00 per day for year three for 115 general workers - payment should be inclusive of Unemployment Insurance Fund (UIF) and Compensation of Occupational Injuries and Disease (COIDA) contributions;
- Pay minimum stipend of R 145.00 per day for year one, R155.00 per day for year two and R165.00 per day for year three for 10 Health and Safety Officers - payments should be inclusive of UIF and COIDA contributions;
- Pay minimum stipend of R 155.00 per day for year one, R165.00 per day for year two and R175.00 per day for year three for 10 project supervisors - payments should be inclusive of UIF and COIDA contributions; and
- Provide non-accredited hands-on training as well as accredited training.
- Enter into formal lawful employment contracts with each one of them;
- Appoint a Project Manager to manage the Project and Project Coordinators; within 14 (fourteen) days from the date of signature;
- Training of EPWP participants to undertake the project;
- Procure all projects resources e.g., tools, consumables, materials etc;
- Share with participants skills and informal training on making organic compost from general waste;
- Monitoring project day to day activities and operations to achieve project objectives;
- Submit to the GDARD monthly, quarterly and annual progress reports; and
- Maintenance of composting machinery (Composting Machinery to be provided GDARD).

NB: Should EPWP programme minimum wage be increased by parliament and exceed the daily minimum wage as stipulated above; the service provider will be required to comply with the approved EPWP minimum wage.

4.2.2 Project Deliverables

The service provider must:

Procure and deliver project resources and equipment as per the Project Resources scope of work;

- Provide for full maintenance of Compost Batching Machinery for the duration of the contract;
- Provide technical expertise to the participants on a daily with regard to making organic compost;
- Register compost in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act 49 of 1996; and
- Capture the tonnages of waste being diverted on Gauteng Waste Information System (GWIS).

Project Deliverables

The participants must:

- Engage with clients for collection of organic waste materials;
- Distribute equipment receptacles to clients to assist them with separation of waste for ease collection of waste by the EPWP participants;
- Make a timetable available for collecting organic waste from institutions (including hospitals, restaurants, hotels) and households;
- Feed organic waste into the composting machine on a daily basis;
- Maintain and clean composting machinery;
- Pack organic compost into bags after 3 months of maturation; and
- Sell compost to clients (List of clients to be provided by GDARD).

4.3 Staffing Requirements

The service provider will be required to contract the youth in line with EPWP guidelines and the following are the requirements:

- Only South African citizens eighteen (18) years or older are eligible to participate;
- The Service Provider will be working with a total of hundred and thirty-five (135) youth EPWP Participants per year for the next 3 years;
- Only youth residing in Gauteng province will be allowed to participate; and
- The successful bidder will be expected to appoint a total of 135 youth EPWP Participants from a list of community projects provided by GDARD.

NB: The 135 EPWP Participants will not be employees of the GDARD. The EPWP Participants will be on the Service Provider's payroll for the duration of the project and therefore any claim [relating to wages, UIF, Protective Personal Equipment (PPE), COIDA, theft etc.] encountered, shall be at the expense of the service provider.

4.4 Project Management

The service provider is expected to appoint one (1) Project Manager and two (2) Project Coordinators with a proven expertise and experience in project management, and must be delegated to focus on the project permanently for the entire duration of the project. Their responsibilities will be as follows:

Duties of Project Manager:

- Oversee the overall implementation of the project
- Do quality control checks
- Comply with project reporting requirements

Duties of Project Coordinators:

- Monitor daily operations and evaluate the project implementation progress
- Guide and provide technical advice to project participants
- Be responsible for the administration of a project (timeous collection of time sheets and payment sheets)
- Provide health and safety advices to the project health and safety officers

4.5 Training Requirements

- ✓ The Service Provider will be required to conduct training as per the training requirements as per specification.
- ✓ The training should be conducted at no cost (with regard to facilitation, transport, catering and venue) to the project participants
- ✓ The training interventions are aimed at benefiting the EPWP Participants per year for the next three (3) years.
- ✓ Training should be procured, attended and completed in the first two months of the operation of the project
- ✓ Original copies of attendance registers of the training should be submitted to GDARD after completion of each training

4.6 Scope of Work

The service provider is required to implement and manage the following focus activities as per the table below:

PERFORMANCE AREA	ITEMS	QUANTITY			UNIT MEASURE
		Year 1	Year 2	Year 3	
PAYMENT OF STIPEND	Monthly payment to each of the 135 EPWP participants per year for the next 36 months as per the requirements above.	230 days	230 days	230 days	Per participant/day
PROJECT RESOURCES	Spade All steel, cast steel grip, blade width 205 mm, heavy duty and agricultural, 1020 mm height, anti-corrosive coating and vanished shaft	100	100	100	Each year
	Rake All steel, cast steel grip, blade width 420 mm, heavy duty and agricultural, 1330 mm height, anti-corrosive coating and vanished shaft	100	100	100	Each year
	Waste Litter Pickers Specification: Steel handle	200	200	200	Each year
	Compost, Soil and Plant Health Booster, Specification:	100	100	100	100 bottles per year of 500 ml

	500ml bottles Concentrated probiotic compost activator and soil & plant nutrient booster				
	Organic Compost Fibre Bran , Specification: 5 Kilograms bags Wheaten-bran brewed with effective micro-organisms	500	500	500	500 bags of 5 Kilograms every year
	Food waste recycling bins Specification: 50 Litre Vermin and odour free bins Closed system	50	50	50	Each year
	In-Vessel Composting Machine Specification: Energy 34kWh Measures inputs and output weights as well as compost temperature Handles up to 5,000kg of food waste per month Epoxy coated mild steel Manufactured in SA	5	0	5	Each year
	Weighing Scale Adjusting Programs Stainless steel snap link with safety catch and 15mm aperture Up to 200kg weighing range TÜV certification Tare function Data hold function for easy reading of weighing results Stainless steel S-hook with 25 mm aperture 12mm LCD display Auto-Off function Battery operated	10	0	5	Each year
	Rain suit :(jacket and pants); Blue, Rubberized, nylon in a bag,	135	135	135	Each year

	Safety boots: Upper: Genuine split leather 5 pair D-Ring lace-up Padded bellow tongue and collar for comfort Lining: Needle-fibred vamp lining for perspiration absorbency, Anti-static non-woven in-sock for flexibility, comfort and stability Midsole: Steel midsole Toe cap: Steel Sole: Double Density PU/PU Sole: Heat-resistant up to 95°C	135	135	135	Each year
	Gumboots (pairs) Gumboots unisex polyvinyl chloride (pvc) knee length black Gumboot, size 10, non-slip sole, pvc material, knee length, black	135	135	135	Each year
	Conti suits: <ul style="list-style-type: none"> • Concealed metallic zips • Jacket has two side pockets, Monza chest pocket with single top-stitching throughout • Pants have ½ elasticated waistband, two side pockets, one back pocket • Triple-stitched inner leg, back and front rise Fabric <ul style="list-style-type: none"> • 210g Poly cotton twill fabric with Department of Agriculture and Rural Development logo in front pocket and Orange in colour. Branding: Screen print/embroidery-GDARD logo on the left and EPWP logo on the right and shoulder size message, Top: “EPWP” and Bottom: “Bontle ke Botho” print at the back of Conti suits top.	270	270	270	Each year
	Sanitiser 70% alcohol, non-sticky fast drying	70	70	70	70 Bottles each year

	100ml spray bottles				
	Gloves (pairs): leather, water and oil resistant, elbow	270	270	270	Each year
	Sun Hat; Outdoor Bonnie Hat Wide Brim Breathable	135	135	135	Each year
	First Aid Kit: Bag life support emergency kit, alcohol swap, conforming bandages 50mm, 75mm, 100mm, crepe bandages, burn shields 100mm, cotton wool roll 50-gram, CPR mouth piece, first aid dressing no 2,3,5, steel forceps, 75mm non sterile gauze swaps, latex examination gloves, non-allergic paper tape, roll adhesive plaster, plaster strips, set safety pins, 15m saline solution, 100m budget scissors 190mm rescue blanket, plastic lock on leg splints.	5	5	5	5 Boxes each year
	Respirator mask (mouth/nose masks), reusable plastic, with ventilator FF2 10	270	270	270	Each year
	Cloth Mask Must have three layers, non-woven (or similar) fabric with strong filtering capability (barrier efficiency) as the middle layer with the accompanying inner and outer layers providing comfort, structure, and some additional protection	270	270	270	Each year
	Refuse bags for general waste 1000/packet 40 Micron, Yellow	25	25	25	25 packets per year
TRAINING	Waste Management NQF level 4 SAQA Unit Standard 119303	135	135	135	Number of participants each year
	Organic Compost Non-accredited	135	135	135	Number of participants each year

	Marketing management NQF level 4 SAQA Unit Standard 67464	10	10	10	Number of participants each year
	Business Management NQF level 4 SAQA Unit Standard 14667	10	10	10	Number of participants each year
	Health and Safety NQF level 4 SAQA Unit Standard 244288	10	10	10	Number of participants each year
	Compost application NQF level 1 SAQA Unit Standard: 116206	50	50	35	Number of participants each year
	Visit to organic compost farm Non-accredited	135	135	135	Number of participants each year
	Lunch for trainings A plate with pap or rice, 1 piece of grilled quarter chicken, with gravy on the side with butternut and pre-boiled crispy green cabbage not oily / chutney beetroot salad 100% fruit juice/fizzy drink 340ml 500ml still water	7	7	7	Per training course, as per the above number of training participants per year

PROJECT ADMINISTRATION AND MANAGEMENT (Including costs of one (1) Project Manager and two (2) Project Coordinators)	Project handling fee and administration consisting of: <ul style="list-style-type: none"> • Records management: <ul style="list-style-type: none"> ✓ Recruitment and appointment ✓ Attendance registers; ✓ Pay registers; ✓ Time-sheets; ✓ Payment of stipend ✓ Formal employment contracts; ✓ Certified ID copies of participants; ✓ Pay slips etc • Compilation of statistical reports; • Financial & narrative monthly and annual reports etc. • Compilation of close-out reports 	230	230	230	Days per year
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5. EVALUATION CRITERIA

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act (Act No. 1 of 1999), Preferential Procurement Policy Framework, Act no 5 of 2000, Preferential Procurement Regulations 2017, Supply Chain Management Policy of the Department of Agriculture and Rural Development and applicable Supply Chain Management Treasury Regulations.

The first stage will be the evaluation of bids on compliance which consist of Pre-qualification criteria, Mandatory and Administrative Documents Requirements and Functionality criteria. During this stage, bids that do not meet the Pre-qualification criteria, Mandatory documents requirements and the minimum threshold for functionality, will be disqualified and will not be considered for the second stage of evaluation, i.e., evaluation on Price and Preference Points.

Second Stage of evaluation: The 80/20-point system will apply to this project. 80 points max will apply to Price (Ps) and 20 points max will apply to B-BBEE status.

THE BID WILL BE EVALUATED IN THE TWO STAGES STATED BELOW:**Stage 1A: Prequalification Criteria****Stage 1B: Mandatory and Administrative Compliance****Stage 1C: Functionality****Stage 2: Price and Preference Points evaluation.**

- ✓ **Price = 80 Points**
- ✓ **Preference = 20 Points**

5.1 STAGE 1A: PRE – QUALIFICATION CRITERIA

As per PPR 2017, the Department decided to apply pre-qualification criteria, Regulation 4. (1)(a)(b)(c)(ii)(iii)(v) and (vii) to advance designated groups. The following criteria will be applied, that only tenderers who meet the following conditions may respond:

- (a) A tenderer must be between levels 1 to 4 as a B-BBEE status level contributor.
- (b) A tenderer must be a Qualifying Small Enterprise or an Exempted Micro Enterprise (QSE/EME).
- (c) A tenderer subcontracting a minimum of 30% to one or more of the categories referred to in paragraphs (i) and (ii) (iii) below:
 - (i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships;
OR
 - (ii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships; OR
 - (iii) an EME or QSE which is at least 51% owned by black people who are Women living in rural areas or underdeveloped area or townships.
- It is the responsibility of the Bidder to select competent subcontractor/s, that meet all the requirements of the tender from the list of all suppliers registered on a CSD database provided by National Treasury so that their tender is not jeopardised by the subcontractor/s when evaluated. Bidders are responsible for all due diligence on their subcontractor.
- A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender” as per Regulation 4(2).

Compulsory requirements to be provided for Pre-qualification criteria on (a) and (b) above:

- Proof that the bidder qualifies as EME/QSE and that is between levels 1 to 4 as a B-BBEE status level contributor, must submit a Valid Sworn Affidavit signed by the EME/QSE representative and commissioned by a Commissioner of Oaths, on the templates issued by the DTIC or the CIPC or a B-BBEE certificate issued by the Companies and Intellectual Property Commission or a Valid B-BBEE Certificate (issued by an agency accredited by SANAS).
- If the QSE is less than 51% black owned must submit a Valid B-BBEE Certificate (issued by an agency accredited by SANAS).
- A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated Valid B-BBEE Status Level Verification Certificate (issued by an agency accredited by SANAS) for every separate tender.

Compulsory requirements to be provided for the Pre-qualification criteria (c) above [Proposed Subcontractors]:

- Bidder must submit evidence (i.e., teaming agreement between main contractor and subcontractor) of commitment to sub-contract a minimum of 30% of the value of the contract to any of the designated groups as prescribed in the Preferential Procurement Regulation 4. (1)(a) (b) (c)(ii)(iii) and (v) (vii) and PPPFA guidelines 2017 (as amended).
- Submit a Valid Sworn Affidavit Signed by the EME/QSE representative and commissioned by a Commissioner of Oaths on the templates issued by the DTIC or the CIPC or a B-BBEE certificate issued by the Companies and Intellectual Property Commission as proof that the subcontractor/s qualifies as:
 - (i) an EME or QSE which is at least 51% owned by black people who are Military Veterans living in rural areas or underdeveloped area or townships;
OR
 - (ii) an EME or QSE which is at least 51% owned by black people who are Youth living in rural areas or underdeveloped area or townships; **OR**
 - (iii) an EME or QSE which is at least 51% owned by black people who are Women living in rural areas or underdeveloped area or townships.
- Proof of residence or statement of rates and taxes of the owner(s)/director(s) of the company.

- Copy of letter of Military Veterans confirmation of registration on the National Military Veterans database issued by the Department of Military veterans((DMV)/ CSD report indicating MV status.
- The bidder must declare as required in terms of SBD 6.1 its intention to subcontract and the percentage of subcontracting thereof and must provide full description of subcontractor.
- A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender” as per Regulation 4(2).

5.2 STAGE 1B - MANDATORY AND ADMINISTRATIVE COMPLIANCE

5.2.1 Mandatory Documents

- 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) Fully completed Pricing Schedule – Annexure A including applicable taxes
- e) Certified copy (not older than 6 months) of a valid letter of good standing or letter for tendering (certified not older than 6 months) purposes in respect of Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA); for Partnership/Consortium/Joint-Venture a valid letter of good standing or tendering purpose in respect of Compensation for Occupational Injuries and Diseases Act 130 of 1993 must be submitted for each partner.
- f) Certified copy (not older than 6 months) of a valid Unemployment Insurance Fund (UIF) certificate of compliance or a letter of good standing or proof of registration (certified not older than 6 months); for Partnership/Consortium/Joint-Venture a valid Unemployment Insurance Fund (UIF) certificate of compliance or a letter of good standing or proof of registration must be submitted for each JV partner.
- g) Two certified copies (Not older than 6 months) of minimum of National Certificate in Plant/Crop Production for two projects coordinators.
- h) The Bidder’s Organisational Environment, Health, and Safety Policy.
- i) **Local Production and Local Content (SBD 6.2):** The protective clothing is classified under the textile, clothing, leather, and footwear industry/sector for local content as per the provision made in the Regulation 8. (1) of the PPR, 2017.
 - The stipulated minimum threshold percentage for local production and content for the sanitisers, textiles, clothing, and leather and footwear

sector is 100%. Non-compliance will result in bidders being disqualified and eliminated from the evaluation process.

- If the raw material or input to be used for a specific item is not available locally, bidders should obtain written authorisation from the DTI should there be a need to import such raw material or input; and
- A copy of the authorisation letter must be submitted together with the bid document at the closing date and time of the bid. For further information, bidders may contact the clothing, textile, footwear, and leather unit within the Gauteng Department of Economic Development at telephone 011 355 8115 or email: Dumisani.chauke@gauteng.gov.za.
- The **SBD 6.2** as well and the **Annexure C** must be appropriately and fully completed and attached to the tender document. Failure thereof will disqualify the bid for further evaluation.

Bids that do not comply with the above mandatory returnable document requirements will be disqualified and not be considered for further evaluation.

5.2.2 Other Returnable Documents

Bidders are required to submit the following documents:

- a) A Tax Compliance Status Pin. For consortiums or Joint-Ventures, submit a 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) Company Profile
- d) Company registration (CIPC) documents. For Consortiums or Joint-Ventures each party should submit company registration (CIPC) documents.

B-BBEE validation requirements:

- a) Valid BBBEE certificate (issued by an agency accredited by SANAS) or Valid Sworn Affidavit signed by the EME/QSE representative and commissioned by a Commissioner of Oaths, on the templates issued by the DTIC or the CIPC or a B-BBEE certificate issued by the Companies and Intellectual Property Commission

- b) In case of a JV, the tenderer must provide a joint venture agreement signed by all parties and proof of a consolidated Valid BBEE Certificate required. (Both the agreement and the consolidated Valid BBEE Certificate must be submitted).
- c) A Bidder who qualifies as an Exempted Micro Enterprises (EME's) must submit a valid sworn affidavit.
- d) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is more than 51% black owned must submit a valid sworn affidavit.
- e) A Bidder who qualifies as a Qualifying Small Enterprises (QSE's) and is less than 51% black owned must submit a B-BBEE verification certificate issued by an Agency accredited by SANAS (South African National Accreditation System) which has to be valid,
- f) Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their tenders.
- g) Bidders who fail to submit a Valid B-BBEE Certificate or Valid Sworn Affidavit will be disqualified. Valid Sworn Affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, no 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972 Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963.

i.e.

- (i) The deponent shall sign the declaration in the presence of the commissioner of oaths (COA).
- (ii) Below the deponent's signature the COA shall certify that the deponent has acknowledged that he knows and understands the contents of the declaration and the COA shall state the manner, place, and date of taking the declaration.
- (iii) The COA shall sign the declaration and print his full name and business address below his signature; and state his designation and the area for which he holds his appointment, or the office held by him if he holds his appointment ex officio.

5.3 Stage 1C: Functionality Evaluation

During this stage bids that do not meet the minimum threshold for functionality will be disqualified and will not be considered further evaluation i.e., price and preference points. It must be noted that the functionality points allocated, will not form part of the total preference points.

- A total of 100 points is allocated for Stage 1C

- The minimum threshold for this part of the evaluation is **70 points**; any bidder who fails to meet this minimum threshold for functionality evaluation will be disqualified and will not be considered for the second stage of evaluation i.e., Price and Preference Points.

Heading	Comment	Points
Comprehensive Implementation Plan	Implementation Plan to include: <ol style="list-style-type: none"> (1) Activity plan (outlining how the Bidder will transfer skills to the project beneficiaries on organic compost making); (2) Project resources (outline the resources to be used to effectively manage and implement the project); (3) Time frame (outline time frame for each project milestone); (4) Management plan (outline how the Bidder will manage the beneficiaries on site and manage the entire project); and (5) Itemised budget breakdown (match exactly the amounts quoted on price schedule). <ul style="list-style-type: none"> • Implementation Plan including all 5 aspects mentioned above = 25 points • Implementation Plan including any 4 aspects mentioned above = 20 points, • Implementation Plan including any 3 aspects mentioned above = 15 points, • Implementation Plan including any 2 aspects mentioned above = 10 points, • Implementation Plan including any 1 aspect mentioned above = 5 points, • Implementation Plan with no inclusion of aspects mentioned above = 0 points 	25
Training Plan	Training plan for EPWP participants: <ul style="list-style-type: none"> • Insert letter of intent for Health and Safety SAQA US: 244288 from accredited training providers = 3 points • Insert letter of intent for Marketing Management SAQA US: 67464) from accredited training providers = 3 points • Insert letter of intent for Waste Management SAQA US: 119303) from accredited training providers = 3 points 	15

	<ul style="list-style-type: none"> • Insert letter of intent for Business Management SAQA US: 14667) from accredited training providers = 3 points • Insert letter of intent for Compost application SAQA US: 116206 from accredited training providers = 3 points • No letter of intent (accredited courses only) attached to the proposal = 0 points 	
<p>Project Manager Comprehensive Curriculum Vitae (CV) (attach CV and certified copies of qualifications not older than 6 months)</p>	<p>Project Manager Qualification</p> <ul style="list-style-type: none"> • NQF level 6 (Diploma) or higher in Project Management = 10 points • No proof of qualification (NQF level 6 (Diploma) or higher in Project Management) = 0 points <p>Project Manager Experience</p> <ul style="list-style-type: none"> • CV to highlight Project Management experience above 2 years = 10 points • CV to highlight Project Management experience less than 2 years = 5 points • CV with no experience = 0 points 	20
<p>Technical and project management skills of site-based individuals (attach CV and certified copies of qualifications not older than 6 months)</p>	<p>Project Coordinators qualifications</p> <ul style="list-style-type: none"> • Certified copies of qualifications of the 2 Project Coordinators: A Diploma / Bachelor's Degree in Environmental Management /Environmental Science or Natural Resource Management Qualification = 10 points • Certified copies of qualifications of 1 Project Coordinator: A Diploma / Bachelor's Degree in Environmental Management /Environmental Science or Natural Resource Management Qualification = 5 points • No qualification (Diploma / Bachelor's Degree in Environmental Management /Environmental Science or Natural Resource Management) = 0 points <p>Project Coordinators' experience</p> <ul style="list-style-type: none"> • CVs of the 2 Project Coordinators with at least one-year experience or more each in Project Coordination = 10 points • CV of 1 Project Coordinator with one-year experience or more in Project Coordination = 5 points 	20

	<ul style="list-style-type: none"> • Less than one-year experience in Project Coordination = 0 points 	
Bidder Proven Track Record	<p>Relevant signed job completion certificates/ reference letters on a former client's letter head, indicating the name of the bidder, project name, project amount, project duration, with verifiable references for the supply and delivery of goods jobs/ projects previously undertaken, must be attached.</p> <ul style="list-style-type: none"> • 2 x Job completion certificates / reference letters on the management of EPWP projects with contactable references for the jobs previously undertaken must be attached = 10 points • 1 x Job completion certificate / reference letter on the management of EPWP projects with contactable references for the jobs previously undertaken must be attached = 5 points • 2 x Job completion certificates / reference letters on the management of general waste projects with contactable references for the jobs previously undertaken must be attached = 10 points • 1 x Job completion certificate / reference letter on the management of general waste projects with contactable references for the jobs previously undertaken must be attached = 5 points • No Job completion certificate / reference letter (as per the above requirements pertaining to reference letters) with contactable references for the jobs previously undertaken, attached = 0 points <p>Note: <i>If the job completion certificate or reference letter does not have any verifiable contact details, 0 points will be allocated.</i></p>	20
TOTAL	Functionality Points	100
Minimum Threshold	Note: Bidders scoring less than 70 points would not be considered for further evaluation	70

6. Stage 2: Price and Preference Points evaluation.

Calculated in terms of Regulations 6(1) and 6(2) of the Preferential Procurement Regulations, 2017 as follows:

AREAS	POINTS
Price	80
B-BBEE Status Level of Contributor	20

Price Evaluation:

The formula to be used to calculate the points for price, is as follows:

$$Ps = 80 \times \{1 - (Pt - Pmin) \div Pmin\}$$

Where:

Ps = Points score for price

Pt = Comparative price of Bid under consideration

Pmin = Comparative price of the lowest acceptable Bid

Preference Point Evaluation:

Preference points must be awarded to a Bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Note: All points will be allocated in accordance with Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as amended and available on www.treasury.gov.za

7. SKILLS, EXPERIENCE AND MANAGEMENT

- 7.1. The service provider should have both the skills and the experience necessary to undertake the range of tasks set out in this Terms of References (ToR).
- 7.2. The project coordinators must appoint a qualified and competent personnel to do the work as and when required.
- 7.3. The service provider will be held responsible and accountable for ensuring delivery in terms of the contract to this ToR.
- 7.4. The skills and experience required are, proven experience in Project Management, Environmental and/or Community Based Natural Resource Management Projects.
- 7.5. The service provider must demonstrate the capacity/capability to complete the work within tight timeframes, without compromising quality.

8. CONFIDENTIALITY

- 8.1. The service provider shall not, during the term of the agreement and thereafter, without prior written consent of the GDARD, disclose any confidential information relating to the GDARD and the services to anyone other than those persons who are connected to the GDARD and/or service provider and who are required or authorised to have access to such information.
- 8.2. 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 result of being divulged by the service provider.

9. OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY

- 9.1. Any information provided by the GDARD 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 GDARD, 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 GDARD.
- 9.2. Upon termination of the agreement for any reason whatsoever, the service provider must return to the GDARD all materials in its possession which belong to the GDARD, regardless of whether such materials were originally supplied by the GDARD to the service provider.

10. CONTRACTUAL ARRANGEMENTS

10.1. Contractual requirements

The following must be noted:

- The TOR together with the project proposal, and the associated tender documentation, will serve as an agreement between the GDARD and the service provider. However, a further formal service level of agreement (SLA) will be drawn up detailing all contractual obligations and it will be expected of the service provider to eventually sign such document with the GDARD.
- The service provider will report directly and hand over all deliverables to be reviewed and sanctioned to the GDARD's project manager.
- Once appointed, an order number will be issued to the service provider, which must be used in all future financial related correspondence.
- Payment will be made after completion, review and approval of each deliverable received from the service provider.
- The invoice must detail specific activities performed. However, part payment may be considered on condition that the work has been completed and monthly report submitted in accordance with the SLA and the specifications.
- No up-front payments will be made. The GDARD will pay for satisfactory completion of work within 30 days of submission of invoice.

Please note: Bidders who fail to submit a Valid their B-BBEE Certificate or Valid Sworn Affidavit will forfeit their B-BBEE preference points and be allocated 0 (zero) points for B-BBEE Status Level of Contributor.

11. SUBMISSION OF PROJECT PROPOSAL

One copy of the project proposal and supporting documentation must be submitted to the Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown. Johannesburg marked with the relevant tender number.

Proposals must be compiled in the following manner:

- The proposal content must be clearly indexed;
- Proposal must be delivered sealed
- The following information must appear on the outside of the sealed proposal:
 - Name of Bidder
 - Description of proposal
 - RFP Number
 - Closing date and time.

12. BRIEFING SESSION

A non-compulsory project briefing session will be held to illustrate to prospective bidders the requirements and allow the opportunity for questions. Attendance is not compulsory. **Bidders that do not attend the compulsory briefing session will not be disqualified.**

13. DURATION

The successful bidder/s will enter into a contract with the GDARD clearly stipulating terms and conditions of the contract for a 3-year period. The contracted bidder/s will be legally bound to deliver within the set duration of the project.

14. ENQUIRIES

Supply Chain related enquiries may be directed to:

Mr. Muthundinne Nethomboni

Email: muthundinne.nethomboni@gauteng.gov.za

Technical enquiries should be directed to:

Ms Mamorakane Nkadimeng

Email address: mamorakane.nkadimeng@gauteng.gov.za.

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

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:	
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Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

- 1.1 The taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with the South African Revenue Service to meet his / her tax obligations.
- 1.2 The South African Revenue Service (SARS) from the 18 April 2016 has introduced an enhanced Tax Compliance Status System, whereby taxpayers will obtain their Tax Compliance Status (TCS) PIN instead of original Tax Clearance Certificate hard copies.
- 1.3 Bidders are required to submit their unique Personal Identification Number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and Tax Status.
- 1.4 Application for Tax Compliance Status (TCS) or PIN may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- 1.5 In bids where Consortia / Joint Ventures / Sub-contractors are involved each party must submit a separate Tax Compliance Status (TCS) / PIN / CSD Number.
- 1.6 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD Number must be provided.

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | | | | | |
|-----|---|-----|--------------------------|----|--------------------------|
| 2.1 | Is the bidder a resident of the Republic of South Africa (RSA)? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.2 | Does the bidder have a branch in RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.3 | Does the bidder have a permanent establishment in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
| 2.4 | Does the bidder have any source of income in the RSA? | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS/TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER ABOVE 1.4 ABOVE.



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

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
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7. Performance security
8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

**24. Anti-dumping
and countervailing
duties and rights**

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

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

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

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

Js General Conditions of Contract (revised July 2010)