

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	Provincial Supply Chain Management	
	INVITATION TO BID	Page 1 of 4

BID NUMBER	GT/GDE/046/2026
BID DESCRIPTION	INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS

CUSTOMER DEPARTMENT	Gauteng Department of Education
CUSTOMER INSTITUTION	Gauteng Department of Education

BRIEFING SESSION	Y ☐ N ☒	SESSION COMPULSORY	Y ☐ N ☒		
		SESSION HIGHLY RECOMMENDED	Y ☐ N ☒		
BRIEFING VENUE	n/a	DATE	n/a	TIME	n/a
COMPULSORY SITE INSPECTION	Y ☐ N ☒	DATE	n/a	TIME	n/a
SITE INSPECTION ADDRESS	n/a				

TERM AGREEMENT CALLED FOR?	Y ☒ N ☐	TERM DURATION	3 years
-----------------------------------	--	----------------------	---------

CLOSING DATE	20/11/2026	CLOSING TIME	11h00
---------------------	------------	---------------------	-------

TENDER BOX LOCATION
Gauteng Department of Education:100 Main Street(Corner Main and Rissik street) Marshaltown Johannesburg

NOTES

THE TENDER BOX IS OPEN 07h00 to 16h00 weekdays

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

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

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (Section 1 and Section 2). These two sections must be submitted separately, clearly marked with the Tender Number and the Section Number.

TRAINING SESSIONS

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



Provincial Supply Chain Management

INVITATION TO BID

Page 2 of 4

PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

INVITATION TO BID

Page 3 of 4

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

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	Gauteng Department of Education
CONTACT PERSON	Precious-Pearl Masedi
TELEPHONE NUMBER	011 355 1177
FACSIMILE	n/a
E-MAIL ADDRESS	precious-pearl.masedi@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	Gauteng Department of Education
CONTACT PERSON	Nombulelo Matsapola
TELEPHONE NUMBER	0113550049
FACSIMILE	n/a
E-MAIL ADDRESS	nombulelo.matsapo@gauteng.gov.za



Provincial Supply Chain Management

INVITATION TO BID

Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

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

RETURNABLE ATTACHMENT**GAUTENG PROVINCE**EDUCATION
REPUBLIC OF SOUTH AFRICA

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

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

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

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

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

Privacy Laws Compliance Clause

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

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

Signed by: _____

ID Number: _____

Signature: _____

Designation: _____

Date: _____



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 1 of 4

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 2 of 4

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 3 of 4

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

INSTRUCTION TO BIDDERS

Page: 4 of 4

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

	<h1>PROVINCIAL SUPPLY CHAIN MANAGEMENT</h1>	
	<h2>POINT SYSTEM</h2>	Page 1 of 1

BID NUMBER	GT/GDE/046/2026	CLOSING DATE	20/11/2026
VALIDITY OF BID	180 Days	CLOSING TIME	11h00

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

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

POINT SYSTEM

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

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	Y	☒	N	☐	SERVICE BASED	Y	☒	N	☐	VALUE BASED	Y	☒	N	☐
VALUE BASED	Y	☒	N	☐										
QUANTITY BASED	Y	☐	N	☒										
TERM BASED	Y	☒	N	☐										

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES	☐	NO	☐
------------	--------------------------	-----------	--------------------------

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

Full Name	Identity Number	Name of State Institution

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 2 of 3

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

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

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

3 DECLARATION

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

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

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

	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
	BIDDER'S DISCLOSURE	Page: 3 of 3

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

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

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

Signature		Date	
Position		Name of the Bidder	



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 1 of 3

EVALUATION METHODOLOGY

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

STAGE 1

CRITERIA FOR FUNCTIONALITY	
Implementation Approach and Project Plan	20
Qualification and Experience of Proposed Project Team	50
Relevant Company Experience	30
Total	100

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



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 2 of 3

STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	80
Preference Points (Specific Goals)	20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	20

1.Black-owned Enterprise	6
2.Female Owned Enterprise	8

3.Youth Owned Enterprise	4
4.People with Disabilities Owned Enterprise	2

5.	
6.	

7.	
8.	

9.	
10.	

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**



PROVINCIAL SUPPLY CHAIN MANAGEMENT

EVALUATION METHODOLOGY PROCESS

Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

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

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

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

Comments to include:

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

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

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



TERMS OF REFERENCE

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

Disclaimer

The GDE has produced this document in good faith. The GDE, its agents, employees and associates, do not warrant its accuracy or completeness. The GDE makes no representation, warranty, assurance, guarantee or endorsement to any provider/bidder concerning the document, either with regard to its accuracy, completeness or otherwise. The GDE shall have no liability towards the responding service providers or any other party in connection therewith

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

Table of Contents

No.	Description	Pages
	Background	3
1.	Legal Framework	4
2.	Project Brief	4
3.	Scope of Work / Key Deliverables	6
4.	Evaluation	10
5.	Format & Submission of Bid	20
6.	Terms and Conditions	21
7.	Time Frames	21
8.	Penalties/Warranties	22
9.	Instruction for the Proposal	22
10.	Late submissions	24
11.	Declaration	24

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.**BACKGROUND**

Gauteng Department of Education (GDE) is a public-sector department responsible for ensuring that all learners in the Gauteng Province do well at school and leave their institutions of learning with the values, knowledge, skills and qualifications that will give them the best chance of success throughout their adult lives. In implementing its core mandate effectively, GDE is required to develop and implement measures to prevent escalation of damages, injury to personnel and interruptions to service delivery in case of a disaster/disruptive event.

The implementation of the Business Continuity Management System (BCMS) which is a structured framework of policies, procedures, and tools designed to help an organization to prepare for, respond to, and recover from disruptive incidents. The most critical part of the BCMS is to manage and mitigate damage to the reputation of the GDE. The Business Continuity activities encompass Business Continuity Planning, Emergency Response Planning, Crisis Management Planning and ICT Disaster Recovery Planning. The ICT Disaster Recovery Plan and the Hazard Identification and Risk Assessment (HIRA) are already established but should still be considered.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.**1. LEGAL FRAMEWORK**

The following legislative framework will be applicable:

- a) The Constitution of the Republic of South Africa Act 108 of 1996
- b) Public Finance Management Act No. 1 of 1999
- c) Preferential Procurement Policy Framework Act No:5 of 2000
- d) Preferential Procurement Regulation 2022
- e) Broad-Based Black Economic Empowerment Act No. 53 of 2003
- f) Promotion of Access to Information Act No. 2 of 2000
- g) Promotion of Administrative Justice Act No. 3 of 2000
- h) South African Schools Act No. 84 of 1996
- i) Gauteng Schools Education Act No. 6 of 1995
- j) Employment of Educators Act No.76 of 1998
- k) Protection of Personal Information Act No. 4 of 2013
- l) Occupational Health and Safety Amendment Act, No. 181 of 1993
- m) Building and Facilities Act 107 of 1977
- n) Labour relations Act 66 of 1995
- o) Public service Act no: 103 of 1994
- p) Disaster Management Act, no 57 of 2002
- q) Skills Development Act, No. 37 of 2008
- r) Electronic Communications Act No 36 of 2005
- s) International Organization for Standardization (ISO) 22301: International Standard for Business Continuity Management Systems.

1. PROJECT BRIEF

GDE is seeking to procure the services of a suitably qualified and experienced professional service provider to develop a Business Continuity Management System (BCMS) in accordance with the following components and by conducting activities outlined in paragraph 3 of this Terms of Reference (TOR):

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

Components of the Business Continuity Management System:

Development of the Project Plan with timelines for:

Phase 1: Development and design

- a. Review the BCMS Policy.
- b. Define Business Continuity Authority, Roles and Responsibilities
- c. Business Continuity Risk Assessment
- d. Business Impact Analysis and Mitigation
- e. Business Continuity Strategy
- f. Emergency Response Plan
- g. Crisis Management Plan
- h. Business Continuity Plan for Admin Sites (Head Office and District Offices)
- i. Business Continuity Plan for Supporting Schools
- j. Develop a Charter for the Business Continuity Committee
- k. Establish and manage the Business Continuity Committee
- l. Communication Plan
- m. Review and integration of the existing OHS Hazard Identification and Risk Assessment and ICT Disaster Recovery Plan.

Phase 2: Testing and Training

- a. Conduct advocacy sessions and on the job training for identified staff, as per Paragraph 3.4.
- b. Annual testing of the Business Continuity Plan (BCP) in line with the Departmental operations, collect feedback, and incorporate lessons learned from testing exercises into the BCMS.

Phase 3: Business Continuity Performance Evaluation and Continual Improvement

- a. Establish activities for continuous monitoring, review, and improvement of the BCMS Strategies, stated under Phase 1.
- b. Identification of metrics and Key Performance Indicators (KPIs) to measure the BCMS effectiveness.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- c. Identify emerging risks and evolving technologies to enhance the Department's resilience.

The BCMS must be in line with all South African and International standards relating to the development of the BCMS. The service provider will be required help the Department implement the BCP to prevent the following:

- a. The loss of life
- b. Service Delivery interruptions (Prolonged down time)
- c. Reputational damage to the Department.

Project Leader Professional Certification Requirement.

The Project Leader assigned to this project must hold one of the following valid certifications:

- a. FBCI - Fellow of the Business Continuity Institute demonstrating proven professional competence in Business Continuity Management System from BCI,
- b. MBCI – Member of the Business Continuity Institute, demonstrating proven professional competence in Business Continuity Management System from BCI,
- c. ISO 22301 Senior Lead Implementor Certification from institutions certified by PECB evidencing capability in implementing the Business Continuity Management System in accordance with the ISO 22301 standard.

NB: Bidders must provide copies of proof of certification and valid membership standing as part of their submission.

2. SCOPE OF WORK

The project intends to develop a Business Continuity Management System (BCMS) that cover the entire GDE which consists of ninety-four (94) Business Units (as per the attached Annexure A) which are located at six (6) Head Office sites, fifteen (15) District Offices, Twenty-two (22) Teacher Development Centre's and schools support (2109). The development of the BCMS will consider the ICT Disaster Recovery Plan (DRP) and the Hazard Identification and Risk Assessment (HIRA) for integration. The ICT DRP and HIRA are already developed and implemented.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

The appointed service provider will be expected to work as per the provided scope of work that includes the Project Team required and the Departmental Sites as per **Annexure B**.

GDE has an existing OHS Hazard Identification and Risk Assessment (HIRA) as well as the Information and Communication Technology Disaster Recovery Plan in place. The appointed service provider will therefore be expected to review and integrate the OHS (HIRA) and the ICT Disaster Recovery Plan into the newly developed BCMS.

If the appointed Service Provider is using any special tool to provide the service, the data must be transferred to a usable format (Microsoft) at the end of the contract. The data produced out of this process will remain the property of the GDE at the end of the project.

The BCMS project will be conducted in three (3) phases as per the Project Brief which is:

- a) Phase 1: Development and Design.
- b) Phase 2: Testing and Training
- c) Phase 3: Business Continuity Performance Evaluation and Continual Improvement

The project activities include the following:

2.1 Submission of monthly project status reports as per the project milestones (the report will also be submitted for payment purposes).

2.2 Development of the Business Continuity Management System:

2.2.1 Conducting Business Continuity Risk Assessment to identify the potential threats to operational continuity, human health and reputation; also identifying strategies or actions to mitigate both predictable and unpredictable disasters and then develop a Business Continuity Risk Assessment Report.

2.2.1.1 Predictable in cases of day-to-day occurrences

- a. Community Unrests
- b. Accidents (MVA)
- c. Contamination within School Nutrition

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

2.2.1.2 Unpredictable in cases of unforeseen occurrences

- a. Collapse of Infrastructure
- b. Storm damage
- c. Fire damage
- d. Flood damage

2.2.2 Conducting Business Impact Analysis (BIA) workshops for all business units and analysis of the GDE strategic documents such as the Strategic Plan, Annual Performance Plan, etc. in determining critical functions of GDE which will also take into account Revised Operating Levels (ROL) and Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).

2.2.3 The Business Continuity Strategy should detail all activities identified from the BIAs to ensure that GDE is ready to manage disasters and recover critical functions within acceptable time frames. The plan to detail the continuum for recovery of sites starting with the most critical functions.

2.2.4 Development of an Emergency Response Plan detailing the actions to be carried out during the identification of a disaster to ensure that lives are saved, and the disaster is curbed.

2.2.5 Development of a Crisis Management Plan to ensure that the public obtain accurate information about the extent of the disaster and the progress of recovery. This must also detail how communication should take place within GDE.

2.2.6 Integrate the existing Information and Communication Technology Disaster Recovery Plan (ICT DRP) and Hazard Identification and Risk Assessment to the BCMS for purposes of consistency.

2.2.7 Develop the Business Continuity Plan (BCP) for Head Office and Admin Sites for effective implementation of the BCMS.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

2.2.8 Develop a Business Continuity Plan to support Schools in case of a disruptive/disastrous event, reflecting roles and responsibilities of the Department including District Managers

2.2.9 Establish, develop a Charter and manage the Business Continuity Management Committee to advise the Accounting Officer on issues of Business Continuity.

2.3 Capacity Building and Testing

2.3.1 Conduct advocacy sessions for all role players identified to ensure that they understand their roles and responsibilities in order to achieve the goals and objectives of the BCMS should a disaster strike

2.3.2 Advocacy and continuous on the job training for a maximum of 10 officials in the Directorate: Enterprise Risk Management, 10 Branch delegates from the Head Office and 15 delegates from Districts.

2.3.3 Testing the Business Continuity Plans, audit and review of the BCMS, at least annually to ensure effectiveness.

2.4 The role of GDE

The Department will be responsible for defining critical functions, coordinating advocacy workshop sessions, collating the required information and documentation, arranging management meetings (where applicable), and establish a BCMS project task team to facilitate some of the business continuity management activities.

The Department will also ensure the following:

2.4.1 Provide Access and Information

- Supply accurate, complete, and timely data about critical business processes, risks, resources, and current continuity arrangements.
- Facilitate access to relevant personnel, systems, and documentation as required by the service provider.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.**2.4.2 Engage and Collaborate**

- Participate actively in workshops, interviews, risk assessments, and testing exercises.
- Provide constructive feedback during plan development and validation phases.

2.4.3 Ensure Leadership Support

- Secure commitment from senior management to support the Business Continuity Management process, including resource allocation and enforcement of continuity policies.

2.4.4 Implement and Maintain

- Adopt and implement the developed Business Continuity Plan within the Department.
- Assign responsibility for maintaining, reviewing, and updating the plan regularly to reflect changes in the business environment.

2.4.5 Coordinate Testing and Training

- Coordinate with the service provider to schedule and participate in regular testing, simulation, and training exercises to validate and improve readiness.

2.4.6 Compliance and Reporting

- Ensure compliance with agreed-upon standards and regulatory requirements related to business continuity.
- Provide timely reports and updates to the service provider on continuity performance and incidents.

3. EVALUATION

The evaluation of the bids will be conducted in two stages as per Preferential Procurement Regulations, 2022 issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act number 5 of 2000 (PPPFA) as follows:

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

Stage One will be the evaluation of bids on **Administration Compliance** and **Functionality**. During these stages of evaluation, the bidder/s that do not meet the prescribed criteria or minimum threshold/s for Administration/functionality will be disqualified and will not be considered for further evaluation.

Stage Two of the evaluation will be based on **Price and Specific Goal System**, as per Regulation 6 of the PPR, 2022.

- Price = 80 points
- Specific Goals = 20

NB. Bidders who fail to submit a valid original or certified copy of their B-BBEE Status Level Verification Certificate or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.

3.1 Stage 1a: ADMINISTRATIVE EVALUATION

An administrative evaluation will be carried out on all the bids received and if the mandatory documentation mentioned below are not submitted, signed and attached such a bid will be eliminated from any further evaluation.

Mandatory Returnable Documents: (Eliminating Criteria)

- a. Submission of fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- b. Submission of a completed and signed pricing schedule (as per Annexure A) and RFP Section 2 for Professional Services (SBD 3.3). Failure to submit any one of the pages will result in the bidder being disqualified.
- c. Submission of a complete and signed JV or consortium agreement if applicable. (showing revenue split), if applicable.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

d. Proof of certification to be provided as follows:

The Project Leader assigned to this project must hold one of the following valid certifications:

- i. FBCI - Fellow of the Business Continuity Institute demonstrating proven professional competence in Business Continuity Management System from BCI,
- ii. MBCI – Member of the Business Continuity Institute, demonstrating proven professional competence in Business Continuity Management System from BCI,
- iii. ISO 22301 Senior Lead Implementor Certification from institutions certified by PECB evidencing capability in implementing the Business Continuity Management System in accordance with the ISO 22301 standard.

NB: Bidders must provide copies of proof of certification and valid membership standing as part of their submission.

Note: Incompleteness of bid documents will lead to disqualification, where the information required is not applicable to the bid, the bidder should indicate “not applicable”. The bidder should not leave blank spaces.

Other Required Documents: (Not for Elimination)

- a) Submission of a completed and signed Preference Points Claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1) Failure on the part of the bidder to submit proof or documentation required in terms of this tender to claim points for specific goals are not claimed. The following documents should be submitted together with SBD 6.1 to claim points:
 - I. Company Registration
 - II. Copies of identity Documents of Shareholders/Owners/Directors of the company.
 - III. Recent / latest Proof of a central Supplier Database (CSD) registration.
- b) Valid SARS Tax Compliance Status (TCS) pin
- c) Valid original or certified copy of Broad Based Black Economic Empowerment (B-BBEE) Status Level Verification Certificate issued by SANAS or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths:

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- i. In the case of a trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate.
- ii. Only B-BBEE Status Level Verification Certificates from B-BBEE verification agencies accredited by SANAS with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.
- iii. Sworn Affidavits and certification as a “true copy of the original”, 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.

3.2 Stage 1b: FUNCTIONALITY EVALUATION

- 3.3** A bidder that scores less than **70** points out of **100** in respect of the **Functionality Evaluation** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum threshold score will be short listed for Stage 2: Price and Specific Goal System.

Functionality evaluation will be based on the following criteria:

3.3.1 Functionality Evaluation Criteria:

No.	Evaluation Criterion	Weights
1	Implementation Approach and Project Plan	20
2	Qualifications and Experience of Proposed Project Team	50
3	Relevant Company Experience	30
TOTAL		100
	Minimum Functionality Threshold	70

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

NO.	CRITERIA	WEIGHT																										
1.	Implementation Approach and Project Plan	20																										
1.1	<div> <div> The bidder must submit an implementation plan for the development, implementation, testing and orientation of the Business Continuity Management System (BCMS), aligned to the scope of work. </div> <div> <div>a) Project Activities and Deliverables</div> <div> The bidder must provide a project plan that identifies the activities and corresponding deliverables for the following areas: </div> <table> <tr> <th>Requirement</th> <th>Points</th> </tr> <tr> <td>BCMS project initiation, planning and mobilisation</td> <td>1</td> </tr> <tr> <td>Business Impact Analysis (BIA) and risk assessment activities</td> <td>2</td> </tr> <tr> <td>Development/review of Business Continuity Plans and related BCMS documentation</td> <td>2</td> </tr> <tr> <td>Testing/exercises of Business Continuity Plans</td> <td>2</td> </tr> <tr> <td>Orientation, awareness and capacity building of relevant role players</td> <td>2</td> </tr> <tr> <td>Project close-out, handover and final reporting</td> <td>1</td> </tr> <tr> <td>Total</td> <td>10</td> </tr> </table> </div> <div> <div>b) Project Timeframes and Milestones</div> <div> The bidder must provide a project schedule showing the proposed timeframes for each major project activity from commencement to completion. </div> <table> <tr> <th>Requirement</th> <th>Points</th> </tr> <tr> <td>Project commencement/mobilisation date or period</td> <td>1</td> </tr> <tr> <td>BIA and risk assessment timeframe</td> <td>2</td> </tr> <tr> <td>BCMS development or review timeframe</td> <td>2</td> </tr> <tr> <td>Testing/exercise timeframe</td> <td>2</td> </tr> </table> </div> </div>	Requirement	Points	BCMS project initiation, planning and mobilisation	1	Business Impact Analysis (BIA) and risk assessment activities	2	Development/review of Business Continuity Plans and related BCMS documentation	2	Testing/exercises of Business Continuity Plans	2	Orientation, awareness and capacity building of relevant role players	2	Project close-out, handover and final reporting	1	Total	10	Requirement	Points	Project commencement/mobilisation date or period	1	BIA and risk assessment timeframe	2	BCMS development or review timeframe	2	Testing/exercise timeframe	2	<div>10</div> <div>10</div>
Requirement	Points																											
BCMS project initiation, planning and mobilisation	1																											
Business Impact Analysis (BIA) and risk assessment activities	2																											
Development/review of Business Continuity Plans and related BCMS documentation	2																											
Testing/exercises of Business Continuity Plans	2																											
Orientation, awareness and capacity building of relevant role players	2																											
Project close-out, handover and final reporting	1																											
Total	10																											
Requirement	Points																											
Project commencement/mobilisation date or period	1																											
BIA and risk assessment timeframe	2																											
BCMS development or review timeframe	2																											
Testing/exercise timeframe	2																											

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	<table><tr><td>Orientation/capacity-building timeframe</td><td>2</td></tr><tr><td>Project close-out and final reporting timeframe</td><td>1</td></tr><tr><td>Total</td><td>10</td></tr></table> <p>Evidence required: A project implementation plan and project schedule chart must be submitted as part of the bid proposal.</p>	Orientation/capacity-building timeframe	2	Project close-out and final reporting timeframe	1	Total	10													
Orientation/capacity-building timeframe	2																			
Project close-out and final reporting timeframe	1																			
Total	10																			
2.	QUALIFICATIONS AND EXPERIENCE OF PROPOSED PROJECT TEAM	50																		
2.1	<p>The bidder must identify the personnel proposed to perform the services and must submit CV's and supporting qualification/certification documentation for each proposed resource. Only personnel specifically identified as part of the proposed project team will be evaluated.</p> <p>i. Organogram of the Proposed team</p> <p>ii. 5 years or more of experience in the design and implementation of BCMS</p> <table><tr><td>Proposed Team</td><td>Points</td></tr><tr><td>Submission of the Organogram</td><td>5</td></tr><tr><td>Submission of an Organogram not aligned to proposed team will result in zero score.</td><td>0</td></tr><tr><td>Maximum</td><td>5</td></tr></table> <p>Scoring for experience</p> <table><tr><td>Relevant experience for proposed Senior Lead Implementor</td><td>Points</td></tr><tr><td>10 years or more years' experience</td><td>15</td></tr><tr><td>Over 7 years and less than 10 years</td><td>10</td></tr><tr><td>5 years less than 7 years</td><td>5</td></tr><tr><td>Less than 5 years</td><td>0</td></tr></table>	Proposed Team	Points	Submission of the Organogram	5	Submission of an Organogram not aligned to proposed team will result in zero score.	0	Maximum	5	Relevant experience for proposed Senior Lead Implementor	Points	10 years or more years' experience	15	Over 7 years and less than 10 years	10	5 years less than 7 years	5	Less than 5 years	0	20
Proposed Team	Points																			
Submission of the Organogram	5																			
Submission of an Organogram not aligned to proposed team will result in zero score.	0																			
Maximum	5																			
Relevant experience for proposed Senior Lead Implementor	Points																			
10 years or more years' experience	15																			
Over 7 years and less than 10 years	10																			
5 years less than 7 years	5																			
Less than 5 years	0																			

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	<table><tr><td>Maximum</td><td>15</td></tr></table>	Maximum	15									
Maximum	15											
<p>Evidence required to prove the above:</p> <ul style="list-style-type: none">• CV clearly stating the individual's years of relevant BCMS experience and related projects performed.• Copy of valid certification as per the project brief.												
<p>a) 3 Proposed Facilitators:</p> <p>Each proposed Facilitator will be evaluated individually against the two mandatory requirements below:</p> <ul style="list-style-type: none">i. Valid ISO 22301 Lead Implementor certificate from institutions certified by PECB or valid Certificate from Business Continuity Institute (CBCI, MBCI, FBCI) from BCIii. Minimum of 3 years or more of experience in the design and implementation of BCMS												
<p>Scoring Rubric per Facilitator:</p> <ul style="list-style-type: none">• 5 Points: Resource meets both the certification requirement and the minimum 3 years of experience.• 2 Points: Resource possesses the required certification but has less than 3 years of experience.• 0 Points: Resource does not possess the required certification, or no resource is proposed.												
<table><tr><td>Facilitator</td><td>Maximum Points</td></tr><tr><td>Proposed Facilitator 1</td><td>5</td></tr><tr><td>Proposed Facilitator 2</td><td>5</td></tr><tr><td>Proposed Facilitator 3</td><td>5</td></tr><tr><td>Total</td><td>15</td></tr></table>			Facilitator	Maximum Points	Proposed Facilitator 1	5	Proposed Facilitator 2	5	Proposed Facilitator 3	5	Total	15
Facilitator	Maximum Points											
Proposed Facilitator 1	5											
Proposed Facilitator 2	5											
Proposed Facilitator 3	5											
Total	15											

15

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	<p>Evidence required for each Facilitator:</p> <ul style="list-style-type: none">• CV clearly stating the individual's years of relevant BCMS experience and related projects performed.• Copy of valid certification. <p>b) 3 Proposed Support Facilitators</p> <p>Each proposed Support Facilitator will be evaluated individually against the two mandatory requirements below:</p> <ul style="list-style-type: none">i. Valid ISO 22301 Lead Implementor certificate accredited by PECB or valid Certificate from Business Continuity Institute (BCI) from BCI or higher, or an equivalent higher BCMS certification.ii. Minimum of 2 years or more of experience in the design and implementation of BCMS <p>Scoring Rubric per Support Facilitator:</p> <ul style="list-style-type: none">• 4 Points: Resource meets both the certification requirement and the minimum 2 years of experience.• 1 Point: Resource possesses the required certification but has less than 2 years of experience.• 0 Points: Resource does not possess the required certification, or no resource is proposed. <table><tr><th>Support Facilitator</th><th>Maximum Points</th></tr><tr><td>Proposed Support Facilitator 1</td><td>4</td></tr><tr><td>Proposed Support Facilitator 2</td><td>4</td></tr><tr><td>Proposed Support Facilitator 3</td><td>4</td></tr><tr><td>Total</td><td>12</td></tr></table>	Support Facilitator	Maximum Points	Proposed Support Facilitator 1	4	Proposed Support Facilitator 2	4	Proposed Support Facilitator 3	4	Total	12	12
Support Facilitator	Maximum Points											
Proposed Support Facilitator 1	4											
Proposed Support Facilitator 2	4											
Proposed Support Facilitator 3	4											
Total	12											

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	<p>Evidence required for each Support Facilitator:</p> <ul style="list-style-type: none"> • CV clearly stating the individual's years of relevant BCMS experience and related projects performed. • Copy of valid certification. <p>c) 1 Project Administrator (Maximum 3 Points)</p> <p>The bidder must propose one (1) Project Administrator meeting the following criteria:</p> <ul style="list-style-type: none"> • A minimum NQF Level 6 qualification in Business Management, Business Administration or Project Management. • 1 year or more of experience in project administration. <p>Scoring Rubric:</p> <ul style="list-style-type: none"> • 3 Points: Resource meets both the qualification and experience requirements. • 0 Points: Resource does not meet both requirements, or no resource is proposed. <p>Evidence required for the Project Administrator:</p> <ul style="list-style-type: none"> • CV must state the individual's years of relevant experience and relevant projects administered. • Copy of qualifications. 	3
3.	Relevant Company Experience	30
3.1	<p>The bidder must demonstrate experience in providing Business Continuity Management System (BCMS) services to an organisation with multiple sites.</p> <p>The bidder must submit signed reference/testimonial letters issued on the client's official letterhead for completed BCMS projects.</p> <p>Each reference letter must clearly state:</p> <ol style="list-style-type: none"> 1. The name of the client organisation, 	

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

2. The bidder's name,
3. The period during which the services were provided,
4. Indication that the services were completed.
5. Indication of the services related to Business Continuity Management / Business Continuity Management System design, implementation, review and testing.
6. The bidder must submit signed reference/testimonial letters issued on the client's official letterhead for completed BCMS projects.

Note: If a reference letter does not explicitly state that the client organisation operated across multiple sites, the bidder may provide a supplementary declaration within their bid profile detailing the multi-site nature of that specific client environment. The evaluation panel will verify this information strictly via desktop review, which may include contacting the client directly to confirm the multi-site configuration. No physical site visits will be conducted by the panel.

A reference letter that does not contain the above requirements will not be counted for scoring.

Scoring Rubric:

Number of qualifying completed BCMS projects demonstrated by valid reference letters	Points
3 or more	30
2	20
1	10
0	0

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

	Only completed projects supported by qualifying reference/testimonial letters will be considered for functionality scoring.	
	TOTAL	100
	Minimum threshold for functionality	70

3.4 Stage 2: PRICE AND SPECIFIC GOALS

Contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (R502: Preferential Procurement Regulation, 4 November 2022 Gazette Number 47452). Responsive bids will be adjudicated in terms of (80/20) preference point system in terms of which points are awarded to bidders on the basis of:

Price	80 Points	Evidence: The following documents should be submitted together with the SBD 6.1 in order to claim preference points.
Specific Goals	20 Points	
RDP And Specific Goals	Weightings	
Black-owned Enterprise	6	<ul style="list-style-type: none"> • Company Registration Certificate (CIPC) or CSD report/CSD registration number • Valid copy of BBBEE Certificate/Valid Sworn Affidavit
Female Owned Enterprise	8	<ul style="list-style-type: none"> • Company Registration Certificate (CIPC) or CSD report/CSD registration number • Valid copy of BBBEE Certificate/Valid Sworn Affidavit
Youth Owned Enterprise	4	<ul style="list-style-type: none"> • Company Registration Certificate (CIPC) or CSD report/CSD registration number • Valid copy of BBBEE Certificate/Valid Sworn Affidavit

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

People with Disabilities Owned Enterprise	2	<ul style="list-style-type: none"> Company Registration Certificate (CIPC) or CSD report/CSD registration number Valid copy of BBBEE Certificate/Valid Sworn Affidavit
Non-Compliant Contributor	0	
Total Points for Specific Goals	20	

4. FORMAT AND SUBMISSION OF BIDS

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

Section A	Standard RFP Documents – Original RFP Pack (do not separate document)
Section B	Company Profile
Section C	Additional Required Documents
Section D	MBCI, CBCI, and ISO 22301 Accreditation/ Certificates
Section E	a) Project Implementation Plan b) CV's with Qualifications c) Reference/testimonial letters from previous clients

5. TERMS AND CONDITIONS

- 5.1** The GDE reserves the right to terminate the contract in the event that there is clear evidence of deviations as per agreed specifications.
- 5.2** The successful Service Provider will have to enter into a service level agreement (SLA) with the GDE.
- 5.3** GDE will use its discretion for the vetting of the successful bidder.
- 5.4** In an event that there is a Joint Venture, all parties must meet all compliance requirements as contained in the Terms of Reference.
- 5.5** The successful bidder cannot cede the contract to any other provider after appointment, unless a written approval is obtained from GDE.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 5.6** GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work/project. GDE shall serve 30 days written notice for termination of contract in the case of non-performance.
- 5.7** If the appointed Service Provider is using any special tool to provide the service, the data must be transferred to a usable format (Microsoft) at the end of the contract

6. TIME FRAMES

OUTPUT	PERIOD
INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.	THREE (3) YEARS
DEVELOPMENT OF THE BUSINESS CONTINUITY MANAGEMENT SYSTEM AND ORIENTATION	12 MONTHS FROM APPOINTMENT
ANNUAL IMPLEMENTATION (MONITORING, SUPPORT, REVIEW OF THE BCMS AND TESTING OF THE BCP)	SECOND AND THIRD YEAR OF THE CONTRACT

7. PENALTIES/WARRANTIES

- 7.1** If it is shown that errors or shortcomings exist within the services provided, the bidder shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy such errors at no cost to GDE.
- 7.2** GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 7.3** GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 7.4** Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract or made misrepresentation, the GDE reserve the right to cancel the award and recover the loss associated with such non-compliance from the service provider.
- 7.5** Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDE associated with such non-compliance.
- 7.6** GDE also has the right to terminate the contract at any stage if there is substantive proof of inefficiency in the delivery of services.

8. INSTRUCTIONS FOR THE PROPOSAL

- 8.1** This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 8.2** The RFP and all attached Annexures must be read as one complete document.
- 8.3** To facilitate the review of all the proposals, all bidders must compile their responses according to the instructions provided in **Paragraph 5 of the TOR (Format and Submission of Bids)**.
- 8.4** GDE requires a clear, concise and factual response. Bidders shall consult, in writing, with the authorised official should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 8.5** Proposals must be compiled in the following manner:
 - a) Clear indexing of the proposal content must be included.
 - b) Paginated and bound and neatly filed.
 - c) One (1) original proposal (marked 'original') must be submitted.
 - d) One (1) copy of the original proposal (marked 'Copy') must be submitted.
 - e) One (1) electronic copy of the proposal in the form of a CD or USB must be submitted. USB shall be non-encrypted.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

- 8.6** All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:
- a) Name of Bidder
 - b) Description of proposal
 - c) RFP Number
 - d) Closing date and time
- 8.7** In the case of Joint Ventures, proposals must contain:
- a) Teaming Agreements
 - b) Proposed revenue split
 - c) B-BBEE status and proof of CSD registration for all members of the Joint Venture
 - d) Submit a valid original or certified consolidated B-BBEE Status Level Verification Certificate (accredited by a SANAS agent).
- 8.8** The Bidder will be liable for all costs incurred in response to this request.
- 8.9** The Bidder is expected to fully acquaint themselves with the conditions, requirements and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.
- 8.10** The GDE reserves the right to engage in pre- post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements.
- 8.11** The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).
- 8.12** This tender validity period is 180 days. In the event that there is a need to extend this period, the extension will be published on the GPG e-tender portal. It is the responsibility of the Bidder to check and respond to the extension(s) published as there will be no individual correspondence. Bidders that decline the extension would invalidate their specific bids and not the entire bid process.
- 8.13** Bidders who fail to respond on the request for validity extension within the stipulated date, the Department will, consider such a bidder to have accepted the extension of validity in the same terms and conditions as per the submitted bid.

INVITATION FOR SERVICE PROVIDERS TO DEVELOP, TEST AND BUILD CAPACITY FOR THE BUSINESS CONTINUITY MANAGEMENT SYSTEM (BCMS) FOR THE GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A FIXED PERIOD OF THREE (3) YEARS.

9. LATE SUBMISSIONS

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

10. DECLARATION

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

Name of Bidder:

Name of contact person.....

Capacity.....

Signature.....**Date**.....

 <p>GAUTENG PROVINCE TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Financial Statements</h2>	Page 1 of 1

Submission of Financial Statements

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

INTEGRITY PACT FOR BUSINESSES



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA



FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

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

3. GOVERNANCE

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

4. ENVIRONMENT

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

5. PROTECTION OF INFORMATION

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

6. REPUTATION

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

7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

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

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

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



8.1.6 Following the report on the violation of the above clauses by the official(s), through any source, the GPG shall investigate allegations of such violations against the official or other role players and when justified:

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

9. COMMITMENTS OF THE BIDDERS

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

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

GAUTENG ETHICS & ANTI CORRUPTION

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

10. SANCTIONS FOR VIOLATION

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



GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &
ANTI CORRUPTION**

11 CONFLICT OF INTEREST

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

12 LEGAL ACTIONS

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

13 VALIDITY

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

GPG INTEGRITY PACT FOR BUSINESSES

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)