 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1 style="text-align: center;">Provincial Supply Chain Management</h1>								
		Request for Proposal				Page 1 of 3				
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE		TIME			
COMPULSORY SITE INSPECTION	Y		N		DATE		TIME			
INSPECTION ADDRESS										
TERM AGREEMENT CALLED FOR?	Y		N		TERM DURATION					
CLOSING DATE					CLOSING TIME					
TENDER BOX LOCATION										
GPT is acting as Common Service Provider or buying organisation on behalf of all Gauteng Provincial Government Customer Departments / Institutions. The goods / services are therefore required by the Customer Department / Institution, as indicated on this form RFP 01.										

Notes:

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

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

Request for Proposal
Page 2 of 3

SUPPLIER INFORMATION					
COMPANY NAME					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		CENTRAL SUPPLIER DATABASE No:	MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE IN RFP 09 (SBD 2)]

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



Provincial Supply Chain Management

Request for Proposal
Page 3 of 3

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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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



Provincial Supply Chain Management

RFP Point System
Page 1 of 1

RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

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

The bid must be deposited or posted;

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 1 of 4

PART B: BID COMMITMENT

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents to the Gauteng Province of the Republic of South Africa, on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of, and incorporated into, this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that -
 - (a) the offer herein shall remain binding upon me/us and open for acceptance by the Gauteng Provincial Government as represented by the Department requesting this proposal during the validity period indicated and calculated from the closing time of the bid;
 - (b) this bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of Contract and Preference Points Claim Form – General Conditions and Definitions of the Preferential Procurement Policy Framework Act - PPPFA (PREF 01) with which I am/we are fully acquainted;
 - (c) if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, the Province may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and the Province and I/we will then pay to the Province any additional expense incurred by the Province having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; the Province shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss the Province may sustain by reason of my/our default;
 - (d) if my/our bid is accepted the acceptance may be communicated to me/us by letter or order by ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent, and delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
 - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose domicile citandi et executants in the Republic at (full address of this place);

FULL ADDRESS

3. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
4. I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of any contract, which might be awarded based on this offer.
5. I/We agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.
6. I/We declare that I/we have **participation/no participation*** in the submission of any other offer for the supplies/services described in this RFP document. If there is participation, state names(s) of bidder(s) involved
 * Delete whichever is not applicable.

OTHER BIDDERS INVOLVED

7.

AUTHORISATION

Are you duly authorised to sign the bid? (Also refer to RFP 01 – page 2)

INDICATE

Y ☐ ☐ N ☐ ☐

8.

DECLARATION

Has the Declaration of Interest (part B of this form: RFP 04) been duly completed?

INDICATE

Y ☐ ☐ N ☐ ☐



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 2 of 4

PART B : DECLARATION OF INTEREST

9. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by state; and/or
- the legal person on who's behalf the bidding document is signed, has a relationship with persons/a person who are/is involved with the evaluation and / or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on who's behalf the declarant acts and persons who are involved with the evaluation and / or adjudication of the bid

10. In order to give effect to the above, the following questionnaire shall be completed and submitted with the bid.

10.1 Full Name of Bidder or his/ her representative:	
10.2 Identity Number:	
10.3 Position occupied in the company : (director, trustee, shareholder ² , member)	
10.4 Registration number of company, enterprise, close corporation, partnership agreement or trust	
10.5 Tax Reference Number:	
10.6 Vat Registration Number:	
10.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 11 below.	

¹"State" means-

- a) any national and provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999),
- b) any municipality or municipal entity
- c) provincial legislature
- d) national Assembly or the national Council of provinces, or
- e) Parliament

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise/business and exercises control over the enterprise.

10.7 Are you or any person connected with the bidder, presently employed by the state?		Y			N		
If so, furnish the following particulars	Name of person/Director/shareholder/member:						
	Name of Institution to which the person is connected:						
	Position occupied in the institution:						
	Any other particulars:						



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 3 of 4

10.8 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?		Y				N			
10.8.1 If yes, did you attach proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid).		Y				N			
If no, furnish reasons for non-submission of such proof									
10.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?		Y				N			
If YES, furnish particulars									
10.10 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?		Y				N			
If so, furnish particulars									
10.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?		Y				N			
If so, furnish particulars									



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

Page 4 of 4

11. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

DECLARATION

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 10.1 to 10.12 ABOVE IS CORRECT.

I ACCEPT THAT THE PROVINCE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

NAME OF BIDDER OR ASSIGNEE(S)	SIGNATURE OF BIDDER OR ASSIGNEE(S)

DATE	POSITION



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Declaration of Bidder's Past Supply Chain Management Practices

Page 1 of 2

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the Supply Chain Management System.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1 Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.2 Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		Y		N	
If so, furnish particulars:					
4.3 Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?		Y		N	
If so, furnish particulars					
4.4 Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?		Y		N	
If so, furnish particulars:					



GAUTENG PROVINCE
 PROVINCIAL TREASURY
 REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management


Special Conditions

Page 1 of 3

RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session
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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Special Conditions	Page 2 of 3

EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

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


Stage 2

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

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

- Stage One-

- Stage Two-

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

SUPPLIER JOB CREATION ANALYSIS

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

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

Comments to include:

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

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

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

SPECIFICATION FOR A TETRA MOBILE TERMINAL		
DESCRIPTION		OFFER
1.	GENERAL TECHNICAL REQUIREMENTS	
1.1.	The Bidder shall only supply radios to be used in vehicles which shall consist of:	
1.1.1	A digital UHF frequency transceiver operating from a normal 12 volt DC vehicle supply	STATE :
1.1.2	An internally mounted AND external loudspeaker within a suitable strong, durable enclosure including a loudspeaker grill, except where otherwise specified.	STATE :
1.1.3	A microphone on a flexible cord with a microphone hook (clip).	STATE :
1.1.4	Power supply cables complete with an in-line fuse.	STATE :
1.1.5	The radio shall be suitable for both dash and/or boot mounting. The latter shall consist of the transceiver, which can be boot mounted and a control head that can be dash mounted.	STATE :
1.1.6	All power, control and audio signal cables shall be provided complete with the correct connectors.	STATE :
1.2	The radio terminals offered shall be commercial of the shelf products, and not products specially developed for this contract.	STATE :
1.3	The radio terminal shall be capable of operating in the UHF radio frequency spectrum from 380 - 400 MHz.	STATE :
1.4	The radio terminal shall be able to operate with a frequency separation of 10MHz between transmit and receive frequencies.	STATE :
1.5	Radio terminals shall be able to operate in rain as well as dusty environments, it shall be easy to operate the radio in the dark and the radio shall be designed such that a person wearing gloves will be able to operate the radio easily.	STATE :

SPECIFICATION FOR A TETRA MOBILE TERMINAL		
DESCRIPTION		OFFER
1.6	Radio terminals shall be robust, simple to operate, light in weight and compact.	STATE:
1.7	The bidder shall detail the dimensions and weight of all radio terminals offered.	STATE:
1.9	All radio terminals shall be sealed against ingress of dust and water to IP54 standard.	STATE :
1.10	All radio terminals shall support adaptive power control to maximize power efficiency.	STATE :
1.11	Each radio terminal shall support distinct modes of operation for Group- Calls, Individual-Calls and Telephone Interconnect Calls.	STATE :
1.12	Each radio terminal shall be configurable so that when it detects an incoming call which is incompatible with its current mode, it either automatically or temporarily switches to the appropriate mode to receive the incoming call, or it requires the user to manually switch mode before answering the incoming call.	STATE :
1.13	Radio terminals shall support the System Manager adding Talk-Groups or deleting Talk-Groups over the air interface. All terminals shall send acknowledgement of successful or unsuccessful adding or deleting action on terminal to the digital exchange.	STATE :
1.14	The Network Manager shall be able to temporarily disable (stun) a radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful disabling action on terminal to the digital exchange.	STATE :
1.15	The Network Manager shall be able to re-enable a stunned radio terminal with a message over the air interface. All terminals shall send acknowledgement of successful or unsuccessful re-enabling action on the terminal to the digital exchange.	STATE :
1.16	While stunned a radio terminal shall be disabled from making or receiving calls.	STATE :
1.17	The stunned status shall be saved in non-volatile memory so removing power cannot defeat it.	STATE :

SPECIFICATION FOR A TETRA MOBILE TERMINAL		
DESCRIPTION		OFFER
1.18	PROGRAMMING All programming, adjustments and alignment of the radio terminal shall be performed electronically by means of an IBM or compatible personal computer (PC) with the appropriate software program and interface between the radio terminal and the PC.	STATE :
1.18.1	Before any programming, adjustments and alignment of any radio terminal shall take place, the appropriate authentication shall be requested. It shall not be possible for an unauthorized person to compromise the security of the network through the software program and one of SAPS radio terminals. Bidders shall explain what measures are taken to prevent this.	STATE:
1.19	Each radio terminal shall give a visual indication of signal strength.	STATE :
1.20	Each radio terminal shall give a very clear visual indication when it is out of the system's radio coverage.	STATE :
1.21	When a radio terminal is transmitting it shall give a very clear visual indication.	STATE :
1.22	To aid operation in the dark, the display shall be backlit. Backlight intensity shall be configurable, and it shall turn itself off after a period of inactivity.	STATE :
1.23	Each radio terminal shall provide a battery strength indicator. When battery strength is very low, there shall be a visual and audible indication. It shall be possible for the subscriber to disable the audible indication when required.	STATE :
1.24	The radio terminal's user interface for the text messaging service shall be intuitive for anyone who has used a mobile phone. For example the "1abc" key is pressed once for an "a", four times for a "1", etc.	STATE :
1.25	Scanning shall be configurable so that a single scan-list can be associated with each Talk-Group.	STATE :
1.26	Each radio terminal shall support up to 20 Scan-Lists, each of up to 10 Talk-Groups.	STATE :

SPECIFICATION FOR A TETRA MOBILE TERMINAL		
DESCRIPTION		OFFER
1.27	Scanning shall be a configurable option so that it can be enabled/disabled.	STATE:
1.28	When a radio terminal is idle and scanning is enabled, it shall monitor the Main Control Channel for call set up signalling for any of the Talk-Groups in the scan-list. If call set up is detected, the radio terminal shall join the call.	STATE :
1.29	Each radio terminal shall be able to associate a priority level with each Talk-Group.	STATE :
1.30	When a radio terminal has scanning enabled, and it is involved in a Group-Call, it shall still be able to detect other calls being set up. If a call is set up for a Talk-Group of higher priority than the current call, it shall leave the current call and join the higher priority call.	STATE :
1.31	<p>Bidders shall offer terminals that are TETRA 2 (TEDS) compatible. Full details of TETRA 2 compliance regarding the offered terminals shall be given.</p> <p>Bidders shall indicate that TETRA 2 terminals will operate on the existing Gauteng TETRA system. Full operational functionalities will be clearly indicated.</p>	STATE :
2	FACILITIES REQUIRED FOR RADIO TERMINALS	
	The radio terminal shall identify itself to the system each time the unit transmits.	STATE :
2.1	The radio terminal shall have full protection of its final output stage in order that no damage shall be caused in the event of the output being short-circuited or being open circuit while the radio terminal is transmitting (PTT pressed).	STATE :
2.1.1	The radio terminal shall be capable of operating on any SAPS TETRA Network providing all features and functionalities offered by the system, regardless of whether the system is of the same make as the radio terminal or not.	STATE :
2.1.2	The radio terminal shall be capable of operating in semi duplex mode via base stations on the trunked system. Direct radio terminal to radio terminal communications shall however also be possible without the assistance of a base station or repeater.	STATE :

SPECIFICATION FOR A TETRA MOBILE TERMINAL		
DESCRIPTION		OFFER
2.1.3	The radio terminal shall be capable of scanning up to five (5) talk groups with one (1) group being a priority group.	STATE:
2.1.4	The radio terminal shall be able to respond to a multiple talk-groups call without having to select via its selector switch the talk-groups of the radio terminal that originated the multiple talk-groups (for as long as the hang time has not lapsed and the radio terminal have returned to the control channel).	STATE :
2.1.5	The radio terminal (or radio system) shall be provided with a timer circuit which shall close down any transmission from the radio terminal after a predetermined time and after a warning indication has been received. The timer function shall also be set at various time periods for various talk groups e.g. the talk-groups for communications with the 10111 emergency centres should have a longer time-out period than another talk-groups which would permit communications only within the specific user group. If this feature is part of the radio terminal the time period shall be field programmable.	STATE :
2.1.6	The radio terminal shall be provided already programmed with five (5) talk groups and set-up for all the frequencies used by the SAPS on the trunked system.	STATE :
2.1.7	Three (3) complete radio terminal programming facility shall be provided by the bidder to the SAPS for programming of modes into various talk groups, programming of <u>all</u> functions and possible additional frequencies that might be required in future on the radio terminal.	STATE :
2.1.8	The radio terminal shall be provided with all required controls, switches, indicators and an illuminated alphanumeric display to enable the operator to easily make use of all the facilities on the radio terminal and to indicate and display the various status conditions and modes of the radio terminal	STATE :
2.1.9	It is of prime importance that the display of the radio shall not only be clear but be readable in bright sunlight and in darkness by the user.	STATE :
2.1.10	The radio terminal shall be provided with a specific port through which software changes and upgrades in technology by means of new software packages and new features can be programmed into the radio terminal.	STATE :
2.1.11	It shall be possible to program any combination of talk groups into the radio terminal according to the capacity of the radio terminal.	STATE :

2.1.12	The radio terminal shall be suitable for full digital voice encryption operation, both through the infrastructure of the system and in direct mode i.e. from radio terminal to radio terminal. Both over-the-air and end-to-end encryption modes shall be fully successful on the radio terminals and on the radio communications system.	STATE :
2.1.13	The bidder shall provide a full description of the encryption capabilities of the radio terminal. This shall include set-up of the radio terminal for encryption as well as levels of encryption available.	STATE :
2.1.14	The radio terminal shall be provided with a RS 232 data port for the purpose of mobile data communications to data transmission devices that can be attached to the radio.	STATE :
2.1.15	The radio terminal shall have the ability to establish an individual call his radio terminal and any other specific radio terminal. The conversation shall be limited to the two radio terminals involved and shall not be heard by any other radio terminal in the talk group or the total system including the 10111 dispatcher.	STATE :
2.1.16	A radio terminal receiving an individual call from another radio terminal, shall display the unit ID of the radio terminal that initiated the call.	STATE :
2.1.17	The radio terminal shall have the capability of receiving and making a telephone call established by, and under the control of the operator at the 10111 Emergency Centre.	STATE :
2.1.18	The radio terminal shall have the capability for direct access to the public telephone network (PSTN) to allow the user to make telephone calls. Not all radio terminal users will be allowed such a facility.	STATE :
2.1.19	It shall also be possible for a person to make a telephone call from a telephone in the PSTN telephone network directly to the radio terminal where such a facility has been enabled on the radio. Dialling a single telephone number or dialling a number from pre-stored lists shall be possible. Not all radio terminal users will be allowed such a facility.	STATE :
2.1.20	An external alarm shall be supplied for mobile radio terminals that may be used when the user has left the vehicle and so that it can draw his attention to an incoming call when he is a limited distance away from the vehicle and radio.	STATE :

3.	RADIO TERMINAL OPERATION	STATE :
3.3.1.	Group Call Operation	
3.3.1.1.	When in Group Mode, the radio terminal shall display the identity of the current Talk-Group.	
3.3.1.2.	When the radio terminal is receiving a Group-Call, it shall also display the identity of the calling party.	STATE :
3.3.1.3.	The radio terminal shall support text aliases which, when entered, are displayed in place of these numerical Talk-Group and radio terminal identities.	STATE :
3.3.1.4.	The radio terminal shall indicate the progress of Group-Calls with audible tones.	STATE :
3.3.1.5.	The volume of audible tones shall be configurable by the radio terminal user, and shall be able to be set to zero.	STATE :
3.3.1.6.	The radio terminal shall support at least 500 Talk-Groups.	STATE :
3.3.1.7.	To ensure that the user can easily change between Talk-Groups, Talk-Group identities shall be organized within the radio terminal in ranges.	STATE :
3.3.1.8.	The radio terminals shall be able to change between Talk-Groups within the current range by the applicable channel selector.	STATE :
3.3.2.	Emergency Mode Operation	
3.3.2.1.	Each radio terminal shall have an easily identifiable Emergency Button	STATE :
3.3.2.2.	To ensure that the emergency mode operation remain credible, the emergency button and procedures shall be well designed so that it should not be accidentally be activated. SAPS will under NO circumstances accept any terminal where the emergency button and procedures are poorly designed. (For example, to activate the emergency button members must hold down the button for 2 seconds, or the button must be press twice before activation takes place, or the emergency button must be hidden from accidental activation.	STATE :
3.3.2.3.	When the Emergency Button is pressed the radio terminal shall emit a distinct "emergency start" tone and shall also provide a visual message. The radio terminal shall automatically send an emergency alarm to the Dispatch Console.	STATE :
3.3.2.4.	If the radio terminal receives no acknowledgment of the emergency alarm, it shall retransmit the alarm.	STATE :
3.3.2.5.	Emergency-Calls shall have the highest priority, so that if the system is busy the call will be granted as soon as possible	STATE :

3.3.2.6.	The radio terminal shall remain in emergency mode until the user performs a distinct emergency cancellation. The radio terminal shall then emit an "Emergency cancelled" tone.	STATE :
3.3.2.7.	When receiving an Emergency-Call the radio terminal shall emit a distinct tone.	STATE :
3.3.2.8.	When in Emergency Mode the radio terminal shall automatically activate the microphone to periodically transmit without the user pressing the PTT button. This will allow other members of the Talk Group to monitor the situation.	STATE :
3.3.3.	Individual Call Operation	STATE :
3.3.3.1.	The radio terminal shall have a distinct mode for Individual-Calls.	
3.3.3.2.	When in this mode the radio terminal shall display the identity of the last party with whom an Individual-Call was established. To connect to that same party, the user shall be able to simply press PTT.	STATE :
3.3.3.3.	The radio terminal shall be able to scroll through a list of pre-programmed addresses of radio terminals and Dispatch Consoles. Once selected an Individual-Call can be initiated by simply pressing PTT.	STATE :
3.3.3.4.	The radio terminal shall save up to 100 identities in the pre-programmed list.	STATE :
3.3.3.5.	Full Duplex Individual Calls shall be supported between radio terminals and Dispatch Console operators.	STATE :
3.3.3.6.	Radio terminals can be enabled for Pre-emptive Priority (PPC) Individual Calls.	STATE :
3.3.3.7.	When making an individual call enabled for PPC, the calling party shall be able to choose whether the call should be normal or pre-emptive.	STATE :
3.3.4.	Telephone Interconnect Service	STATE :
3.3.4.1.	The radio terminal shall have a distinct mode for Telephone Interconnect calls.	
3.3.4.2.	When in this mode the radio terminal shall display the identity of the last party with whom a telephone call was established. To connect to that same party, the user shall be able to simply press PTT.	STATE :
3.3.4.3.	The radio terminal shall be able to scroll through a list of pre-programmed addresses of telephone numbers. Once selected a telephone call can be initiated by simply pressing PTT	STATE :
3.3.4.4.	The radio terminal shall save up to 100 telephone subscriber identities in the pre-programmed list.	STATE :

3.3.5.	Status Messages:	STATE :
3.3.5.1.	The radio terminal shall support a distinct mode, for sending status messages to the Dispatch Console.	
3.3.5.2.	The radio terminal user shall be able to select a status message either by scrolling through a stored list, or by entering a status message number direct from the keyboard.	STATE :
3.3.5.3.	Each radio terminal shall be able to save a text alias for the 20 most commonly used status messages.	STATE :
3.3.6.	Short Data Transport Service	STATE :
3.3.6.1.	Each radio terminal shall allow external applications to access the short text messaging service over the air interface.	
3.3.6.2.	The interface to the text messaging service at the radio terminal will be via a Peripheral Equipment Interface (PEI). The PEI shall be an RS232 serial connection using a super-set of AT Commands.	STATE :
3.3.6.3.	Each radio terminal shall be able to receive and display short text messages, either from other radio terminals or from a computer networked to the system infrastructure.	STATE :
3.3.6.4.	Messages shall be buffered, and both audible and visual indications shall be given of incoming messages.	STATE :
3.3.6.5.	Each radio terminal shall be able to send text messages of up to 140 characters, entered though the keypad.	STATE :
3.3.6.6.	When a radio terminal user reads a text message, an acknowledgment shall be automatically generated if the sender requested confirmation of reading.	STATE :
3.3.6.7.	Each radio terminal shall be able to receive text messages (information on a complaint) from the dispatcher, which might consist of more than 140 characters. In this case, the message will be divided into 140 characters blocks and shall be delivered and opened by the terminal simultaneously so that the subscriber can read the complete message similar to GSM SMS services.	STATE :
3.3.7.	Packet Data Services	STATE :
3.3.7.1.	Radio terminals shall support packet data services using standard Internet protocols (TC/IP) over the air interface.	
3.3.7.2.	Access to the packet data service shall be via an RS232 port. (Also referred to as the peripheral equipment interface)	STATE :
3.3.7.3.	Packet data services shall be provided, by using point-to-point protocol between the radio terminal and the data terminal equipment, connected to the each other.	STATE :

3.3.7.4.	Packet data services shall not use a proprietary protocol between the radio terminal and data terminal equipment.	STATE :
3.3.7.5.	Data terminal equipment connected to a radio terminal via the peripheral equipment interface (RS232) shall be able to access packet data services using industry standard protocols, such as point to point protocol on Internet protocols.	STATE :
3.3.7.6.	Data terminal equipment hosting applications using the packet data services shall not require proprietary drivers to access packet data services.	STATE :
3.3.8.	Encryption and Authentication	STATE :
3.3.8.1.	Radio terminals shall support air interface encryption using a single Static Cipher key (SCK).	
3.3.8.2.	Radio terminals shall support explicit authentication by the infrastructure.	STATE :
3.3.8.3.	If a radio terminal does not support encryption, it shall not be able to join a Talk-Group, which uses encryption.	STATE :
3.3.8.4.	Each radio terminal shall be programmed with up to 32 SCKs. The active SCK shall be determined by the system broadcasting an SCK Number (SCKN).	STATE :
3.3.8.5.	The radio terminal user shall not be able to read the SCKs.	STATE :
3.3.8.6.	Bidders must be able to demonstrate encryption on a live system if requested by the SAPS.	STATE :
3.4	CERTIFICATE OF COMPLIANCE	STATE :
3.4.1.	The bidder shall submit for each type of radio terminal offered a certificate of compliance to the standards and protocols of an accredited international telecommunications institute as applicable to the TETRA standard.	
3.4.2.	The bidder shall during the adjudication phase of the bid, on request of the SAPS, provide sections of such standards and specifications to the SAPS at no cost to the SAPS.	STATE :
3.4.3	The SAPS reserves the right to reject any offer should it be found that the specifications and standards are not suitable for the requirements of the SAPS.	STATE :
3.4.4	The Bidder shall submit for each type of radio terminal offered an ICASA type approval certificate. ICASA certificate submitted must be for each make and model of each terminal.	STATE :

3.5	DIRECT MODE OPERATION	STATE :
3.5.1.	Radio terminals shall support Direct Mode Operation. This provides the capability for radio terminals to communicate with each other independently without using the system infrastructure.	
3.5.2.	Each radio terminal shall have a dedicated button to enter Direct Mode operation.	STATE :
3.5.3.	Each radio terminal shall support up to 10 Talk-Groups in Direct Mode Operation.	STATE :
3.5.4.	Group-Calls and Late Entry shall be supported during Direct Mode Operation.	STATE :
3.5.5.	Full encryption shall be available (end- to- end) in Direct Mode Operation.	STATE :
3.5.6.	The bidder shall ensure that no de-sensing whatsoever of the radios will take place if the radios are used in DMO and in close proximity of each other [minimum distance five (5) meters], irrespective of the number of radios or number of DMO channels or time-slots used.	STATE :
3.6	GENERAL REQUIREMENTS - MOBILE RADIOS	STATE :
3.6.1	TECHNICAL REQUIREMENTS	
3.6.1.1.	<p>Frequency Range : 380 - 400MHz Channel Spacing : 25 kHz (TDMA) Dimensions requirements : To be able to fit in a standard dashboard of a vehicle.</p> <p>Modulation : 1/4 DQPSK Antenna Impedance : 50 ohm Transmitter RF Power : 3 – 10 Watts Receiver Static Sensitivity : -112 dBm Receiver Dynamic Sensitivity : -103 dBm Phone Book entries : 1000 Encryption : TETRA air interface encryption, TEA1, TEA2, TEA3 and TEA4 algorithms as well as end-to-end</p> <p>Operating Temperature : - 10 to + 55 degrees C</p>	

3.6.1.2.	<p>Nominal Voltage : 13,2 volt Operating Voltage : 10,8 - 15,6 volt Max current Tx : 4 Amp (3 Watt mobile) Max current Rx : 1 Amp (3 Watt mobile) Ground Potential : Negative Display : At least 128 x 64 pixels LCD display with coloured backlights</p> <p>Reverse polarity protection shall be supplied.</p>	STATE :
3.6.2.	LOUDSPEAKER	STATE :
3.6.2.1.	The loudspeaker provided shall be rated and capable of handling the full rated audio output of the mobile radio without any noticeable distortion.	
3.6.2.2.	The bidder shall note that it is extremely important that the sound pressure level (SPL) of the acoustic output produced by the loudspeaker measured in dBA shall be sufficiently high, with minimum distortion, but WITH SPARE VOLUME CAPACITY, to ensure that radio users shall clearly hear the radio in noisy environments such as travelling in vehicles at high speeds with open windows, during public demonstrations or riotous conditions where noise is very high.	STATE :
3.6.2.3	The loudspeaker shall preferable be small and compact and installed in and be part of the radio, but an alternative arrangement in the form of a loudspeaker mounted inside an appropriate durable and acoustic correct cabinet will also be acceptable.	STATE :
3.6.3.	DASH OR BOOT MOUNTING OF MOBILE RADIOS	STATE :
3.6.3.1.	For the purpose of dash mounting the bidder shall supply, in addition to the standard under dash mount brackets, DIN type anti-theft brackets in order that the radio may be installed in the exact same way as a normal entertainment radio into the dash board of the vehicle.	
3.6.3.2.	For boot mounting, the radio shall be supplied in two parts viz the transceiver to be mounted in the boot or under the seat of the vehicle and a control head (remote control unit) which shall incorporate all required controls, indicators and displays as well as an appropriate interconnecting multi-core cable.	STATE :
3.6.4.	MICROPHONE	STATE :
3.6.4.1.	The microphone shall be of solid construction and shall not be damaged when accidentally dropped in the vehicle.	
3.6.4.2.	The bidder shall note that these items will at sometimes be subject to harsh handling and provision shall be made accordingly in the design of the microphone.	STATE :

3.6.4.3.	The microphone cable shall be of extremely high and durable quality to equally withstand harsh handling. The cable shall be of the flexible helical coil type.	STATE :
3.6.4.4.	The cable shall be stretchable to a length of at least 2m without permanent deformation of the helical coil.	STATE :
3.6.4.5.	A microphone hook shall be provided together with each microphone.	STATE :
3.6.4.6.	The microphone /accessories connector shall be front mounted for convenience.	STATE :
3.6.4.7.	The microphone shall be easily unplugged if required without the need to remove the control head, or remove facia panels.	STATE :
3.6.5.	POWER SUPPLY CABLES	STATE :
3.6.5.1.	All power supply cables shall be capable of conducting the maximum current that can be drawn from the battery by the radio without the cable heating and causing any increase in resistance.	
3.6.5.2.	With the exception of the internal (in-line) fuse in the cable, there shall be no interruption or connection in the cable between the battery of the vehicle and the plug that connects the cable to the radio.	STATE :
3.6.6.	DISPLAY OF MOBILE RADIO	STATE :
3.6.6.1.	The display of the mobile radio shall be back-lit and the back-lighting shall be adjustable.	
3.6.6.2.	The display shall be alpha-numeric and be able to display a channel name up to eight characters that is clearly visible in daylight, direct sunlight and darkness (e.g. EASTRND9; PTA 12; CULLINAN). The display shall be clearly visible at a viewing angle not exceeding 45 degrees to the normal from all viewing angles.	STATE :



GAUTENG PROVINCE

COMMUNITY SAFETY
REPUBLIC OF SOUTH AFRICA

EVALUATION CRITERIA FOR PROCUREMENT AND INSTALLATION OF TETRA RADIOS

Important Note: Refer to the attached specifications

DOCUMENT NO: 001/2021

SPECIAL CONDITIONS

NB: Bidders who don't comply with the below minimum requirements specification shall be disqualified and will not be considered for further evaluation.

Item No.	Specification	Minimum Requirements	Comply	
			Yes	No
	Procurement and Installation of 103 Tetra Radios should have a warranty of at least 6 months			

NB: The department will retain 10% of the contract amount that will be payable at least 14 days before the last day of the contract.

4. EVALUATION METHODOLOGY

Bidders will be evaluated in a two-stage evaluation process in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) and Preferential Procurement Policy Regulations 2017.

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

Stage Two: of the evaluation, will be based on Price and Preference Point System, as per Regulation 6 of the PPR, 2017.

- **Price = 80 points**
- **Preference = 20 points**

Stage 1A: Administrative Compliance Evaluation

The following mandatory documents **must** be submitted with the bid.

- Completed and signed of Bid Commitment and Declaration of Interest (RFP04) / (SBD 4);
- Completed and signed Declaration of Bidder's Past Supply Chain Management Practices (RFP04a) / (SBD 8);
- Completed and signed Certificate of Independent Bid Determination (SBD 9);
- Completed and signed Preference Points Claim Form (Pref00) / (SBD 6.1);
- Completed and signed Bid Price (RFP 06.1) / (SBD 3.1);
- Due to the COVID-19 Pandemic there won't be a briefing session any clarity seeking questions regarding the bidding enquires should be forwarded to SCM – Thebe.Mereotlhe@gauteng.gov.za / Tel: 011 689 3746 & Kwazi.Shezi@gauteng.gov.za / Tel: 011 689 3840;
- In the case of Joint Venture / consortium; bidders must submit a joint venture or consortium agreement signed by all parties.

Bidders that fail to comply with the above mandatory criteria will be disqualified and will not be considered for further evaluation.

Other Required Documents:

- Latest audited financial statements for the past two (2) years;
- Valid SARS Tax Compliance Status (TCS) Pin;
- Proof of registration with National Treasury Central Supplier Database (CSD);

NOTE: Bidders must submit their SARS TCS PIN number and CSD Supplier number with their bid in order that the bidder's Tax Compliance Status can be verified. Should a bidder not be Tax Compliant at the time of verification, the bidder will be notified in writing of their non-compliant tax status and be requested to remediate their tax status within seven (7) working days. Failure to provide written proof of tax status remediation, within seven (7) working days of notification, will result in the rejection of the bid submitted by the Bidder.

Stage 1B: Functionality (Desk-Top) Evaluation:

The following criteria will be used to evaluate bids.

A total of **100 points** is allocated for the Stage 1B: Functional Evaluation. The **minimum threshold** for this part of the evaluation is **60 points** and any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

Stage 1B - Functionality Evaluation

The following criteria will be used to evaluate bids.

Stage 1B: Functionality Evaluation (100 Points)

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Bidders capability to deliver the required service	Number of Tetra Radios delivered within one month (Please attach work breakdown indicating delivery turn around times)	Supply 103 sets of Tetra Radios in 1 month – 5 Supply 103 sets of Tetra Radios in 2 months – 4 Supply 103 sets of Tetra Radios in 3 months – 3 Above 3 months – 0	7	35

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Proven Track Record and References	Number of similar projects completed by the bidder (Provide contactable references - letters of reference on the client's letterhead signed by an authorised person)	5+ Letters - 5 4 Letters - 4 3 Letters - 3 2 Letters - 2 1 Letter - 1	6	30
Quality of Service	Demonstration of how the quality of service will be monitored.	Outline the complaints management process indicating the Turn-around times for addressing customer complaints: 24 hours - 5 48 to hours - 4 72 to hours - 3 Above 72 hours - 0	6	30
Township Revitalisation	Suppliers Located in a Township in Gauteng (please attach rates & taxes invoice or statement not older three months in the name of the Supplier or proof of lease agreement signed by both parties) (5 points)	1	5	5
The minimum threshold for Functionality Evaluation is 60 points Please note: Any bidder who scores less than 60 out of 100 shall not be considered for the next stage of evaluation process.				Total Points: 100

NB. TOWNSHIP REVITALISATION

The Township Economy Revitalisation (TER) is the Strategy of the Gauteng provincial government aimed at revitalising the economy in Gauteng based townships through the creation of an enabling and supportive environment as well as the establishment of the social and economic value of the township economy to ensure that the township enterprises become key players in Gauteng. Preference will therefore be given to service providers who are township based in Gauteng through the allocation of points in the functionality evaluation criteria.

Stage 2: (Price and Preference Points)

The contract will be awarded in terms of section 6 of the Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000, bids will be evaluated in terms of the (80/20) preferential point system.

Area	Points
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE Status level of contribution	100

Price and Preference Points

Price (80 points) and Preference points (20 points)

Preference Points System

In terms of Preferential Procurement Regulations, 2017 Pertaining to the Preferential Procurement Policy Framework Act, Act No 5 of 2000 responsive bids will be adjudicated by the Department of Community Safety on the basis of the 80/20 - preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (final delivered price including VAT): maximum 80 points
- B-BBEE status level of contribution: maximum 20 points

The following formula will be used to calculate the points for price:

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

P_s= Points scored for comparative price of bid under consideration

P_t= Comparative price of bid under consideration

P_{min}= Comparative price of highest acceptable bid

Points awarded for B-BBEE Status Level of Contribution

In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- Bidder can duly claim if a B-BBEE certificate or sworn affidavit is provided and the preference claim form (PREF 00) is completed.
- The points scored by a bidder for B-BBEE contribution will be added to the points scored for price.
- Only bidders who have completed and signed the declaration part of the preference claim form, and who have submitted a B-BBEE status level certificate issued by an accredited SANAS verification agency or in the case of an EME and QSE a sworn affidavit (provided that QSEs that are less than 51% black owned provide a valid certified copy of BBEE certificate issued by an accredited SANAS verification Agency) in terms of the codes of Good Practice, will be considered for preference points.
- The following pointers are key in determining the validity of a sworn affidavit:
 - a) Name/s of deponent as they appear in the identity document and the identity number.
 - b) Designation of the deponent as either the director, owner or member must be indicated in order to know that person is duly authorised to depose of an affidavit
 - c) Name of enterprise as per enterprise registration documents issued by the CIPC, where applicable, and enterprise business address.
 - d) Percentage of black ownership, black female ownership and designated group. In the case of specialised enterprises as per Statement 004, the percentage of black beneficiaries must be reflected.
 - e) Indicate total revenue for the year under review and whether it is based on audited financial statements or management account.
 - f) Financial year end as per the enterprise's registration documents, which was used to determine the total revenue.
 - g) B-BBEE Status level. An enterprise can only have one status level.
 - h) Empowering supplier status must be indicated. For QSEs, the deponent must select the basis for the empowering supplier status.

- i) Date deponent signed and date of Commissioner of Oath must be the same.
- j) Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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)