



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT:  
 CHIEF DIRECTORATE - SCM :EMERGING CONTRACTOR  
 DEVELOPMENT**

**TENDER RFP21/03/2023**

**PROCUREMENT DOCUMENTS**

**FOR**

**INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR  
 DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS FOR CIDB GRADE 1 TO 5  
 (GB or ME or EB or SO CLASSES OF WORK ONLY).**

**AT**

**CORNER HOUSE BUILDING, JOHANNESBURG**

<b>NAME OF TENDERING ENTITY:</b>	
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<b>CIDB CRS NUMBER</b>	
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<b>CLASS OF WORK APPLYING</b> <b>FOR</b> NB! bidders must apply for 01 class of work, select between (GB or ME or EB or SO)	
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<b>INDACATE THE CORRIDOR APPLYING</b> <b>FOR:</b> /NB! Bidders must apply for 01 corridor, select between (Central, Northern, Eastern, Southern & Western corridors within gauteng province)	
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# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (GAUTENG DEPARTMENT OF INFRASTRUCTURE)					
BID NUMBER:	RFP21/03/2023	CLOSING DATE:	12-Apr-23	CLOSING TIME:	11:00 AM
DESCRIPTION	INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS. (CIDB GRADE 1 TO 5 ONLY)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

The Department of Infrastructure Development, Tender box, Corner House Building, Corner Commissioner & Sauer Street, Marshalltown  
The bid box is generally open 24 hours a day, 7 days a week.

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COIDA REGISTRATION NUMBER					
CIDB CRS NO:		TCS PIN:	OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	Yes	<input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>		No	<input type="checkbox"/>
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A SWORN AFFIDAVIT SIGNED BY THE COMMISSIONER OF OATH			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		NAME:			
[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?	Yes <input type="checkbox"/> No <input type="checkbox"/> (IF YES ENCLOSE PROOF)	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/> (IF YES ANSWER PART B.3 BELOW )
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PERSON	<a href="#">Ms Kaomotso Mokgoro</a>
CONTACT PERSON	Fukulile Mohlala	TELEPHONE NUMBER	
TELEPHONE NUMBER	N/A	FACSIMILE NUMBER	
E-MAIL ADDRESS	<a href="mailto:fukulile.mohlala@gauteng.gov.za">fukulile.mohlala@gauteng.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:Kaomotso.Mokgoro@qaute ng.gov.za">Kaomotso.Mokgoro@qaute ng.gov.za</a>

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

TERMS AND CONDITIONS FOR BIDDING
<b>1. BID SUBMISSION:</b>
1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.'

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

SIGNATURE OF BIDDER: .....

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

DATE: .....



# GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## EXPRESSION OF INTEREST FOR CIDB GRADE 1 TO 5 (GB or ME or EB or SO classes of work only)

Short description of requirements:	INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).	
Tender number:	RFP21/03/2023	
Tender documents available from: 20 March 2023	e-Tender publication portal of National Treasury or GPG e-tender portal <a href="https://etenders.treasury.gov.za">https://etenders.treasury.gov.za</a> <a href="http://e-tenders.gauteng.gov.za">http://e-tenders.gauteng.gov.za</a>	
Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders cost.	
Closing date:	12-Apr-23	
Closing time:	11:00 AM	
Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown Johannesburg	
Evaluation Steps:	1) Mandatory and Administration requirements 2) Functionality	
Non-Compulsory pre-bid meeting/site meeting	Details of the non-compulsory pre-bid meeting/site meeting is indicated below.	
	Venue	corner house building, gauteng department of infrastructure development
	Date of the meeting	30-Mar-23
	Time of meeting:	10:00AM

<p><b>MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS</b> (Failure to submit / meet or comply with the following requirements constitute automatic disqualification of the application) Applicable to both grade 1 to 5 contractor.</p>	Only contractors having a valid CIDB grade 1 to 5 (GB or ME or EB or SO classes of work) will be considered for evaluation. (CIDB certificate or CRS number must be provided). No CIDB grade 6 or higher in any CIDB classes of works will be accepted and no irrelevant class of work will be accepted.
	Submission of completed and signed SBD 4 form
	No Joint Ventures or Consortium or Cooperatives will be accepted.
	The contractor must only apply for one corridor within the Province and the corridor applied for must be within their company operational address.
	The contractor must not have previously participated in any contractor development programme or currently participating in any contractor / supplier development program within South Africa
	The contractor must not be in the database of Gauteng Department of Infrastructure (e.g. maintenance term contract, material supply contract, framework contract etc)
	The contractor must not apply for more than one (01) CIDB grading and class of works.
	The contractor must qualify as Emerging Micro Enterprise (EME) (provide audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months.
	Must not apply for a CIDB grade below any of their highest CIDB grading. (e.g. if the company is on grade 2, it should apply for grade 2 not grade 1)
	Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC)
	Multi tendering with different companies is prohibited and such action will render all application to elimination.
Contractors should not be employed (whether full time or part-time) or be full time students and contractors are prohibited from resigning from their employment to participate in the program.	

<b>ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT</b>	
Submission of the proof of registration with CSD (CSD registration number (MAAA number or CSD Summary registration report)	
Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.	
Submission of valid BBBEE certificate or valid and appropriate sworn affidavit	

<p><b>Applicable Functionality Criteria for CIDB Grade 1 Contractor:</b> Failure to meet the prescribed minimum functionality of 60 points will result in automatic disqualification</p>	This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference. <b>Bidders must obtain a minimum of 60 points and the Total Functionality: 100 points.</b>	
	<b>Functionality Criteria CIDB Grade 1: GB or ME or EB or SO only</b>	
	<b>Functionality Criteria</b>	<b>Weighting Factor</b>
	MOTIVATIONAL LETTER OR WILLINGNESS:	20 Points
	COMPANY REGISTRATION DATES	30 Points
	QUALIFICATIONS OF OWNERS, DIRECTORS, SHAREHOLDERS, OR MEMBERS	30 Points
HDI TARGETE- AT-LEAST 51% OWNERSHIP AS FOLLOWS:	20 Points	

<p><b>Applicable Functionality Criteria for CIDB Grade 2 Contractor:</b> Failure to meet the prescribed minimum functionality of 60 points will result in automatic disqualification</p>	This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference. <b>Bidders must obtain a minimum of 60 points and the Total Functionality: 100 points.</b>	
	<b>Functionality Criteria CIDB Grade 2: GB or ME or EB or SO only</b>	
	<b>Functionality Criteria</b>	<b>Weighting Factor</b>
	COMPANY EXPERIENCE OR MOTIVATIONAL LETTER OR WILLINGNESS:	20 Points
	COMPANY REGISTRATION DATES	30 Points
	QUALIFICATIONS OF OWNERS, DIRECTOR, SHAREHOLDERS, OR MEMBERS	30 Points
HDI TARGETE- AT-LEAST 51% OWNERSHIP AS FOLLOWS:	20 Points	

<b>Applicable Functionality Criteria for CIDB Grade 3, 4 &amp; 5 Contractor:</b> Failure to meet the prescribed minimum functionality of 65 points will result in automatic disqualification	This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference.	
	<b>Bidders must obtain a minimum of 65 points and the Total Functionality: 100 points.</b>	
	<b>Functionality Criteria CIDB Grade 3, 4 &amp; 5: GB or ME or EB or SO only</b>	
	<b>Functionality Criteria</b>	<b>Weighting Factor</b>
	<b>COMPANY EXPERIENCE</b>	<b>30 Points</b>
<b>COMPANY REGISTRATION DATES</b>	<b>30 Points</b>	
<b>QUALIFICATIONS OF OWNERS, DIRECTOR, SHAREHOLDERS, OR MEMBERS</b>	<b>20 Points</b>	
<b>HDI TARGETE- AT-LEAST 51% OWNERSHIP:</b>	<b>20 Points</b>	

<b>SELECTION OF CONTRACTORS PER CORRIDOR</b>	<p>All bids received on time will be evaluated and those that complies with mandatory requirements will be evaluated on functionality and highest ten (10) scoring bidders will be admitted per corridor. However,</p> <p>In case the last highest scoring (number 10s) bidders are more than one, the bidder who score higher points on HDI will be admitted to the program, And;</p> <p>In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to Gauteng based enterprise, and</p> <p>In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to bidder with the lowest CIDB gradeing, and lastly.</p> <p>In case last highest scoring (number 10s) bidders are equal in all aspect, the accepted bidder will be determined by drawing a lot.</p>
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<b>Enquiries technical:</b>	Ms Mokgoro, Kgomotso <a href="mailto:Kgomoliso.Mokgoro@gauteng.gov.za">Kgomoliso.Mokgoro@gauteng.gov.za</a>
<b>Enquiries general:</b>	Fukulile Mohlala <a href="mailto:fukulile.mohlala@gauteng.gov.za">fukulile.mohlala@gauteng.gov.za</a>
<b>Last date for accepting queries is</b>	<b>7 days before closing date</b>
<b>Note to tenderers:</b> All successful service providers will be subjected to signing of SLA and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022 apply.	



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TENDER NO RFP21/03/2023

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).

## Part T1.1 Tender Notice and Invitation to Tender

The programme will run for a period of three years

The Tenderer should have a CIDB contractor grading designation of 1 to 5 on GB or ME or EB or SO only.

The physical address for submission of tender documents is:

Gauteng Department of Infrastructure Development (Tender Box)  
Ground Floor, Corner House Building  
Corner Commissioner and Pixley ka Seme Street

Tender documents are only be available on GPG e-tender portal on: <http://e-tenders.gauteng.gov.za> and National Treasury e-Tender Portal <https://etenders.treasury.gov.za/> . Therefore, bidders must download and print tender documents at their own cost.

Tender documents will be available from 20 March 2023.

A non-compulsory clarification meeting with representatives of the Employer will take place as per below details:  
[Date 30 March 2023: Venue: Conner house Building, Time: 10:00AM](#)

The closing time and date for receipt of tenders is 11:00AM on the 12 April 2023

Enquiries: Technical enquires: [moses.radithalo@gauteng.gov.za](mailto:moses.radithalo@gauteng.gov.za) and for General enquires: [fukulile.mohlala@gauteng.gov.za](mailto:fukulile.mohlala@gauteng.gov.za)

Telegraphic, telephonic, telex, facsimile, electronic and/or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. BIDDER'S DECLARATION

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

YES/NO

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

Full Name	Identity Number	Name of State Institution

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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:

.....  
.....

2.3. Does the bidder or any of its directors / trustees / shareholders /members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?  
**YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

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

**3. DECLARATION**

3.1. I have read and I understand the contents of this disclosure;

3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>2</sup> 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.

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

3.7. The bidder must not have previously participated in any contractor development programme or currently participating in any contractor / supplier development program within South Africa. Has the bidder participated in any development programme in South Africa? **YES / NO**

*NB! False declaration will result in cancellation of bidder's contract and possible remedies be instituted against the bidder such as to claim damages / loss*

3.8. 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.

*NB! False declaration will result in cancellation of contract and possible remedies including claiming damages*

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



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REPUBLIC OF SOUTH AFRICA

TENDER RFP21/03/2023

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).

### Part T2.1 List of Returnable Documents

#### 1 Returnable Schedules required for tender evaluation purposes (Mandatory)

The tenderer must complete the following returnable schedules as relevant:

- Only contractors having a valid CIDB grade 1 to 5 (GB or ME or EB or SO classes of work) will be considered for evaluation. (CIDB certificate or CRS number must be provided). No CIDB grade 6 or higher in any CIDB classes of works will be accepted and no irrelevant class of work will be accepted.

- Submission of completed and signed SBD 4 form
- No Joint Ventures or Consortium or Cooperatives will be accepted.

- Company ownership must be South African (provide ID documents for directors / shareholders or owners and the proof of company operational address). The bidder must submit/attach any bill or proof of company operational address in the company name (e.g. Municipal Rate & Taxes or Telkom/phone bill or lease agreement) confirming the company operational address and must not be older than 6 months.

- The contractor must only apply for one corridor within the Province and the corridor applied for must be within their company operational address.
- The contractor must not have previously participated in any contractor development programme or currently participating in any contractor / supplier development program within South Africa
- The contractor must not be in the database of Gauteng Department of Infrastructure (e.g. maintenance term contract, material supply contract, framework contract etc)
- The contractor must not apply for more than one (01) CIDB grading and class of works.

- The contractor must qualify as Emerging Micro Enterprise (EME) (provide audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months.

- Must not apply for a CIDB grade below any of their highest CIDB grading. (e.g. if the company is on grade 2, it should apply for grade 2 not grade 1)

- Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC)

- Multi tendering with different companies is prohibited and such action will render all application to elimination.

- Contractors should not be employed (whether full time or part-time) or be full time students and contractors are prohibited from resigning from their employment to participate in the program.

**Other documents required for tender evaluation purposes**

The tenderer must complete the following returnable documents

- Submit proof of registration with CSD (CSD report or MAAA number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
  
- Compulsory Enterprise Questionnaire
- Record of Addenda to tender documents
- Schedule of recently completed and current contracts
- List all current contracts not complete at the time



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INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 - 5 ONLY) ON GB or ME or EB or SO classes of work only)

## Part T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Engineering and Construction Works of August 2019 and as amended from time to time. (See [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

### C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;  
can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial, capability, reliability, experience and reputation, expertise and personnel, to perform the contract;
- b) has a legal capacity to enter into a contract;
- c) is not; insolvent, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his or her affairs administered by a court or a judiciary officer, has suspended his or her business activities or is subject to legal proceedings in respect of any foregoing;
- d) complies with legal requirements, if any, stated in the tender data; and
- e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest

Clause number	Tender Data
C.1.1	The employer is the Department of Infrastructure Development Chief Directorate: SCM- ECD of the Gauteng Provincial Government
C.1.2	The Tender Documents issued by the employer comprise the following documents: <b>THE TENDER</b> <b>Part T1: Tendering procedures</b> T1.1 - Tender notice and invitation to tender T1.2 - Tender data

	<p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing Instructions C2.2 - Activity Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3.1 - Scope of Work</p> <p><b>Part C4: Site information</b></p> <p>C4.1 - Site Information</p>
C1.4	The employer's Agent is : N/A
C.2.1	Only those tenderers who have in their employ management and supervisory staff satisfying the general requirements for Deliverable B1 of the CIDB Specification for Social and Economic Deliverables in Construction Works Contracts are eligible to submit tenders.
C.2.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 1- 5 GB or ME or EB or SO classes of work only class of construction work, are eligible to have their tenders evaluated.
C.2.7	The arrangements for a NON- compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
C.2.13.5 C.2.15.1	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Corner House Building <b>Physical address:</b> 63 Commissioner Street, Marshalltown, Johannesburg <b>Identification details:</b> Tender reference number, Title of Tender and the closing date and time of the tender</p>
C.2.13.6 C.3.5	A two-envelope procedure will not be followed
C.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
C.2.15	Telegraphic, telephonic, telex, facsimile or electronic tender offers will not be accepted.
C.2.16	The tender offer validity period is 180 days
C.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

C.2.19	Access shall be provided for the following Inspections, tests and analysis: .....			
C.2.20	The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma Indicated in Part T2.2 of this procurement document = N/A			
C.2.23	The tenderer is required to submit with his tender a tax compliance status pin that would grant third party access to bidder's tax compliance status. The pin is issued by the South African Revenue Services			
C.3.4	Tenders will be opened immediately after the closing time for tenders at 11:00 hrs			
<b>FUNCTIONALITY EVALUATION CRITERIA</b>				
<b>A - Functionality Applicable to CIDB grade 1 Contractor</b>				
C.3.11	<b>Main functionality criteria:</b>	<b>SUB CRITERIA</b>	<b>Points allocation for sub-criteria</b>	<b>Weighting factor:</b>
	<b>MOTIVATIONAL LETTER / WILLINGNESS:</b> Justify the reasons why your company should be considered for development program	<i>Provision of motivational letter stating the reasons why your company should be considered for the contractor development program. The motivational letter should address the objective of this program as stated in paragraph 2 of this TER.</i>		20 points
		Motivational letter signed by authorised person in the company and must clearly states any three (03) or more reasons to be included in the program	20 points	
		Motivational letter signed by authorised person in the company and must clearly states only two (02) reasons to be included in the program	10 points	
		Motivational letter signed by authorised person in the company and must clearly states only one (01) reason to be included in the program	05 points	
		No motivational letter or motivational letter not signed by relevant authority or motivational letter does not clearly states any reason to be included in the program.	0 point	
	<b>Company registration dates:</b> <i>no points will be allocated to company registered after 30 March 2022</i>	Provide proof of company registration documents with CIPC.		30 points
		Company registered between 01 April 1994 and 30 March 2017	30 points	
		Company registered between 01 April 2017 and 30 March 2020	20 points	
		Company registered between 01 April 2020 and 30 March 2022	10 points	
		Company registered after 30 March 2022	0 point	
	Qualifications of owners, shareholders, directors, or members	Construction related certificate N3 or higher or Matric / grade 12 certificate/ or CETA accredited certificate.	30 points	30 points
		ABET NQF level 4 or Grade 9 School report	15 points	
		Failure to provide any of the certificates above, no points will be allocated.	0 point	
	<b>HDI targeted – at least 51% ownership as follows:</b>	<b>Townships or rural or underdeveloped areas:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	8 points	20 Points
		<b>Women:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
		<b>Youth:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
		<b>People with disabilities (PWD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.	3 points	
		<b>Military veterans:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company.	3 points	

<b>B - Functionality Applicable to CIDB grade 2 Contractor</b>				
<b>Main functionality criteria:</b>	<b>SUB CRITERIA</b>	<b>Points allocation for sub-criteria</b>	<b>Weighting factor:</b>	
<b>COMPANY EXPERIENCE &amp; WILLINGNES (in the CIDB class of interest)</b>	<i>Demonstrate a proven capacity and capability to complete works in the class of interest.</i>		20 points	
	Completion certificate/ completion reference letters of at least two (02) construction related projects in the field of interest with two (02) corresponding appointment letters or Purchase orders.	20 points		
	Completion certificate/ completion reference letters of at least one (01) construction related projects in the field of interest with one (01) corresponding appointment letters or Purchase orders.	10 points		
	NBI In case the contractor does not have or have not completed any project, only 05 points will be allocated for providing any of the following documents: Current project not yet completed (Provide appointment letter / contract / PO with the project progress status report or reference indicating the status of the project from the client / employer on the client's letterhead) <b>OR</b> Motivational letter signed by authorised person in the company and must clearly states any three (03) or more reasons to be included in the program			5 points
	No proof of completion certificate / completion reference letter with corresponding appointment or failure to provide motivational letter or proof of current project as stated above will score zero points			
	NBI The motivational letter should address the objective of this program as stated in paragraph 2 of this TER.			
<b>Company registration dates:</b> <i>no points will be allocated to company registered after 30 March 2022</i>	Provide proof of company registration documents with CIPC.		30 points	
	Company registered between 01 April 1994 and 30 March 2017	30 points		
	Company registered between 01 April 2017 and 30 March 2020	20 points		
	Company registered between 01 April 2020 and 30 March 2022	10 points		
	Company registered after 30 March 2022	0 point		
<b>Qualifications of owners, shareholders, directors, or members</b>	Construction related certificate N3 or higher or Matric / grade 12 certificate/ or CETA accredited certificate.	30 points	30 points	
	ABET NQF level 4 or Grade 9 School report	15 points		
	Failure to provide any of the certificates above, no points will be allocated.	0 point		
<b>HDI targeted – at least 51% ownership as follows:</b>	Townships or rural or underdeveloped areas: The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area.	8 points	20 Points	
	<b>Women:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points		
	<b>Youth:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points		
	<b>People with disabilities (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.	3 points		
	<b>Military veterans:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company.	3 points		

C. FUNCTIONALITY CRITERIA APPLICABLE TO CIDB GRADE 3, 4 AND 5 CONTRACTORS				
Main functionality criteria:	SUB CRITERIA	Points allocation for sub-criteria	Weighting factor:	
COMPANY EXPERIENCE & WILLINGNES (In the CIDB class of interest)	Demonstrate a proven capacity and capability to complete works in the class of interest. The contractor should have completed minimum value of construction work as follows as per the class of work and CIDB grade there are applying for; e.g. to score full 30 points in case you applied for grade 4 you must provide proof of appointment with corresponding construction work completion to a minimum value of R450 000.		30 points	
	Grade 3	Grade 4		Grade 5
	R225 000.00	R450 000.00		R750 000.00
	Completion certificate/ completion reference letters of at-least three (03) construction related projects in the field of interest with three (03) corresponding appointment letters or Purchase orders on client's letter head.			30 points
	Completion certificate/ completion reference letters of at-least two (02) construction related projects in the field of interest with two (02) corresponding appointment letters or Purchase orders on client's letter head.			20 points
	Completion certificate/ completion reference letters of at-least one (01) construction related projects in the field of interest with one (01) corresponding appointment letters or Purchase orders on client's letter head.			10 points
No proof of completion certificate / completion reference letter with corresponding appointment letter or PO		0 points		
Company registration dates: <i>no points will be allocated to company registered after 30 March 2022</i>	Provide proof of company registration documents with CIPC.		30 points	
	Company registered between 01 April 1994 and 30 March 2017			30 points
	Company registered between 01 April 2017 and 30 March 2020			20 points
	Company registered between 01 April 2020 and 30 March 2022			10 points
	Company registered after 30 March 2022			0 point
Qualifications of owners, shareholders, directors, or members	Construction related Degree or Diploma (NQF Level 6 or higher)		20 points	
	Construction related National Certificate NQF Level 5		15 points	
	Construction related certificate N3 or higher or Matric/ grade 12 certificate or CETA accredited certificate.		12 points	
	ABET NQF level 4 or Grade 9 School report		10 points	
	No qualification as stated above		0 point	
	NB! Qualification must belong the owner / shareholder or member or director of the company, if not, no points will be awarded. Employee qualification will not be accepted, and no points will be allocated.			
HDI targeted – at least 51% ownership as follows:	Townships or rural or underdeveloped areas: The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area		8 points	
	Women: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.		3 points	
	Youth: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.		3 points	
	People with disabilities (PWD): provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.		3 points	
	Military veterans: provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company.		3 points	

#### **SELECTION OF CONTRACTORS PER CORRIDOR**

All bids received on time will be evaluated and those that complies with mandatory requirements will be evaluated on functionality and highest ten (10) scoring bidders will be admitted per corridor, and;

In case the last highest scoring (number 10s) bidders are more than One, the bidder who score higher points on HDI will be admitted to the program, and;

In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to Gauteng based enterprise, and;

In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to a bidder with a lowest CIDB grading, and lastly

In case last highest scoring (number 10s) bidders are equal in all aspect, the accepted bidder will be determined by drawing a lot.



TENDER RFP21/03/2023

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).

**Compulsory Enterprise Questionnaire**

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: CIDB registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                 | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                            | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity        |   |
| <input type="checkbox"/> an official of any municipality or municipal entity               |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

**Section 7: Record of spouses, children and parents in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> within the meaning of the Public Finance Management  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> a member of an accounting authority of any national  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_



**GAUTENG PROVINCE**  
 INFRASTRUCTURE DEVELOPMENT  
 REPUBLIC OF SOUTH AFRICA

TENDER RFP21/03/2023

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).

**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_



TENDER RFP21/03/2023

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE YEARS (CIDB GRADE 1 TO 5 ONLY).

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last Ten years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

\*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

**List all current contracts not complete at the time**

Project	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion*
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
9							
10							

\*Date when defects liability period commenced (period after completion)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Name \_\_\_\_\_ Position \_\_\_\_\_  
 Enterprise name \_\_\_\_\_



**GAUTENG PROVINCE**

INFRASTRUCTURE DEVELOPMENT  
REPUBLIC OF SOUTH AFRICA

## **TERMS OF REFERENCE (ToR)**

**INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE  
CONTRACTOR DEVELOPMENT PROGRAMME FOR A PERIOD OF THREE  
YEARS.**

**CIDB GRADING - 1 to 5 (GB; EB; ME; SO) only**

## LIST OF ACRONYMS

<b>CDP</b>	Contractor Development Programme
<b>CIDB</b>	Construction Industry Development Board
<b>CIPC</b>	Companies and Intellectual Property Commission
<b>CSD</b>	Central Supplier Database
<b>DID</b>	Department of Infrastructure Development
<b>EB</b>	Electrical Engineering Works - Building
<b>EME</b>	Exempted Micro Enterprises
<b>GB</b>	General Building Works
<b>HDI</b>	Historically Disadvantaged Individuals
<b>HOD</b>	Head of Department
<b>ME</b>	Mechanical Engineering Works
<b>PwD</b>	People living with disabilities
<b>SARS</b>	South African Revenue Services
<b>SMME</b>	Small, Medium, Micro Enterprises
<b>SO</b>	Specialist Works

### Definitions

**Emerging enterprise** means an enterprise which is owned, managed and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

**Township** is as defined in the Gauteng Township Economic Development Act of 2022.

**Authorized person** – means a member/ director / shareholder / owner or employee of the company selected or authorized to sign tender documents.

## **1. BACKGROUND**

The mandate of the Department of Infrastructure Development is to deliver public infrastructure in the province in a manner that contributes to spatial and socio-economic transformation for the benefit of the people of Gauteng. In order to contribute towards this mandate, the Department is implementing the Contractor Development Programme (CDP)

The CDP is aimed at providing developmental support to emerging enterprises in the construction sector. The programme is founded on seven pillars namely: access to procurement opportunities; mentorship and technical support; training and skills development; facilitating access to funding; sub-contracting; payment to contractors; and construction plant and equipment hire.

## **2. OBJECTIVES**

The objective of the programme is to transform the township construction economy in the Gauteng Province by:

- Empowering emerging construction companies owned by black, women, youth, people living with disabilities and military veterans in the targeted categories.
- Improve the grading status of previously disadvantaged contractors in the targeted categories.
- Improve the performance of contractors in terms of quality, employment practices, skill development and, health and safety.
- Improve the business management and technical skills of the contractors; and
- Promote the construction plant and equipment hire capacity

## **3. DESCRIPTION OF SERVICE**

To invite emerging enterprises to participate in the Contractor Development Programme for a period of three years. Only 50 Emerging Contractors will be included in the development program, however the department reserves the right to include or admit more than 50 companies in the program.

### 3.1. REQUIREMENTS FOR PARTICIPATION IN THE CONTRACTOR DEVELOPMENT PROGRAMME

The CDP targets emerging enterprises in the construction sector in the Gauteng Province. The Gauteng province comprises of five (05) corridors as follows: Central (City of Johannesburg), Eastern (City of Ekurhuleni), Northern (city of Tshwane), Western (Westrand) and Southern Corridors (Sedibeng District). A maximum of 10 contractors per corridor will be accepted to the development program. however, the department reserve a right to have more than 10 contractors per corridor.

### 3.2. Target Group

The department is targeting companies which are at least 51% owned by the following groups:

- Living in the township, rural or underdevelopment areas; or
- Youth; or
- Women; or
- Living with disabilities; or
- Military Veterans.

#### 3.2.1. CIDB Grading

The programme targets the following CIDB categories of contractors:

- CIDB grades 1 to 5 GB
- CIDB grades 1 to 5 EB
- CIDB grades 1 to 5 ME
- CIDB grades 1 to 5 SO

No irrelevant classes of work or CIDB grade 6 or higher will be accepted.

## 4. EVALUATION PROCESS

### 4.1. Evaluation Steps:

- Mandatory & other Administrative Requirements
- Functionality Evaluation Criteria

#### 4.1.1. MANDATORY REQUIREMENTS

Only contractors having a valid CIDB grade 1 to 5 (GB or ME or EB or SO classes of work) will be considered for evaluation. (CIDB certificate or CRS number must be provided). No grade 6 or higher in any CIDB classes of works will be accepted and no irrelevant class of work will be accepted.
Submission of completed and signed SBD 4 form
No Joint Ventures or Consortium or Cooperatives will be accepted.
Company ownership must be South African (provide ID documents for directors / shareholders or owners and the proof of company operational address).
The contractor must only apply for one corridor within the Province and the corridor applied for must be within their company operational address.
The contractor must not have previously participated in any contractor development programme or currently participating in any contractor / supplier development program within South Africa
The contractor must not be in the database of Gauteng Department of Infrastructure (e.g. maintenance term contract, material supply contract, framework contract etc)
The contractor must not apply for more than one (01) CIDB grading and class of works.
The contractor must qualify as Emerging Micro Enterprise (EME) (provide audited / unaudited annual financial statements or management accounts or a letter from the accountant confirming the financial position for a period of 12 months (whichever applicable depending on the nature of the business) and must not be older than 18 months.
Must not apply for a CIDB grade below any of their highest CIDB grading. (e.g. if the company is on grade 2, it should apply for grade 2 not grade 1)
Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC)
Multi tendering with different companies is prohibited and such action will render all application to elimination.
Contractors should not be employed (whether full time or part-time) or be full time students and contractors are prohibited from resigning from their employment to participate in the program.

#### 4.1.2. OTHER ADMINISTRATIVE COMPLIANCE DOCUMENTS

Proof of Registration with CSD (CSD report or MAAA number)
Submission of a valid Tax Compliance status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
Submission of valid BBBEE certificate or valid and appropriate sworn affidavit

#### 4.1.3. APPLICABLE FUNCTIONALITY EVALUATION CRITERIA

##### 4.1.3. A. Functionality Applicable to CIDB grade 1 Contractor

Functionality total weight points:	100 points
Minimum Functionality Score	60 points

<b>Main functionality criteria:</b>	<b>Sub criteria</b>	<b>Points allocation for sub-criteria</b>	<b>Weighting factor:</b>
<b>MOTIVATIONAL LETTER / WILLINGNESS:</b> Justify the reasons why your company should be considered for development program	<p><i>Provision of motivational letter stating the reasons why your company should be considered for the contractor development program. The motivational letter should address the objective of this program as stated in paragraph 2 of this TER.</i></p> <ul style="list-style-type: none"> <li>Motivational letter signed by authorised person in the company and must clearly states any three (03) or more reasons to be included in the program</li> <li>Motivational letter signed by authorised person in the company and must clearly states only two (02) reasons to be included in the program</li> <li>Motivational letter signed by authorised person in the company and must clearly states only one (01) reason to be included in the program</li> <li>No motivational letter or motivational letter not signed by relevant authority or motivational letter does not clearly states any reason to be included in the program.</li> </ul>	<p>20 points</p> <p>10 points</p> <p>5 points</p> <p>0 point</p>	20 points
Company registration dates: <i>no points will be allocated to company registered after 30 March 2022</i>	<p>Provide proof of company registration documents with CIPC.</p> <ul style="list-style-type: none"> <li>Company registered between 01 April 1994 and 30 March 2017</li> <li>Company registered between 01 April 2017 and 30 March 2020</li> <li>Company registered between 01 April 2020 and 30 March 2022</li> <li>Company registered after 30 March 2022</li> </ul>	<p>30 points</p> <p>20 points</p> <p>10 points</p> <p>0 point</p>	30 points
Qualifications of owners, shareholders, directors, or members	<p>Construction related certificate N3 or higher or Matric / grade 12 certificate/ or CETA accredited certificate.</p> <p>ABET NQF level 4 or Grade 9 School report</p>	<p>30 points</p> <p>15 points</p>	30 points

	Failure to provide any of the certificates above, no points will be allocated.		
HDI targeted – at-least 51% ownership as follows:	<b>Townships or rural or underdeveloped areas:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area	8 points	20 Points
	<b>Women:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
	<b>Youth:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
	<b>People with disabilities (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.	3 points	
	<b>Military veterans:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company.	3 points	
<b>TOTAL POINTS</b>		<b>100 POINTS</b>	

#### 4.1.3. B. Functionality Applicable to CIDB grade 2 Contractor

Functionality total weight points:	100 points
Minimum Functionality Score	60 points

<i>Main functionality criteria:</i>	<i>Sub criteria</i>	<i>Points allocation for sub-criteria</i>	<i>Weighting factor:</i>
<b>COMPANY EXPERIENCE &amp; WILLINGNES</b> (In the CIDB class of interest)	<p><i>Demonstrate a proven capacity and capability to complete works in the class of interest.</i></p> <p>Completion certificate/ completion reference letters of at-least two (02) construction related projects in the field of interest with two (02) corresponding appointment letters or Purchase orders.</p> <p>Completion certificate/ completion reference letters of at-least one (01) construction related projects in the field of interest with one (01) corresponding appointment letters or Purchase orders.</p> <p><b>NB! In case the contractor does not have or have not completed any project, only 05 points will be allocated for providing any of the following documents:</b></p> <ul style="list-style-type: none"> <li>• Current project not yet completed (Provide appointment letter / contract / PO with the project progress status report or reference indicating the status of the project from the client / employer on the client's letterhead)</li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• Motivational letter signed by authorised person in the company and must clearly states any three (03) or more reasons to be included in the program</li> </ul> <p>No proof of completion certificate / completion reference letter with corresponding appointment or failure to provide motivational letter or proof of current project as stated above will score zero points</p> <p><b>NB! The motivational letter should address the objective of this program as stated in paragraph 2 of this TER.</b></p>	<p>20 points</p> <p>10 points</p> <p>5 points</p> <p>0 point</p>	20 points
	<p>Company registration dates: <i>No points will be allocated to a company registered after 30 March 2022</i></p> <p>Provide proof of company registration documents with CIPC.</p> <ul style="list-style-type: none"> <li>• Company registered between 01 April 1994 and 30 March 2017</li> <li>• Company registered between 01 April 2017 and 30 March 2020</li> <li>• Company registered between 01 April 2020 and 30 March 2022</li> <li>• Company registered after 30 March 2022</li> </ul>	<p>30 points</p> <p>20 points</p> <p>10 points</p>	30 points

		0 point	
Qualifications of owners, Directors, shareholders, or members	Construction related certificate N3 or higher or Matric / grade 12 certificate / CETA accredited certificate.	30 points	30 points
	ABET NQF level 4 or Grade 9 High School report	15 points	
	Failure to provide any of the certificates above, no points will be allocated.		
HDI targeted – at-least 51% ownership as follows:	<b>Townships or rural or underdeveloped areas:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company is not registered under the township, Rural or Underdeveloped area)	8 points	20 Points
	<b>Women:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
	<b>Youth:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
	<b>People with disabilities (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.	3 points	
	<b>Military veterans:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company)	3 points	
<b>TOTAL POINTS</b>		<b>100 POINTS</b>	

#### 4.1.3. C. FUNCTIONALITY CRITERIA APPLICABLE TO CIDB GRADE 3, 4 AND 5 CONTRACTORS

Functionality total weight points:	100 points
Minimum Functionality Score	65 points

Main functionality criteria:	Sub criteria	Points allocation for sub-criteria	Weighting factor:						
<b>COMPANY EXPERIENCE</b> (In the CIDB class of interest)	Demonstrate a proven capacity and capability to complete works in the class of interest. The contractor should have completed minimum value of construction work as follows as per the class of work and CIDB grade there are applying for: e.g. to score full 30 points in case you applied for grade 4 you must provide proof of appointment with corresponding construction work completion to a minimum value of R450 000.								
	<table border="1"> <thead> <tr> <th>Grade 3</th> <th>Grade 4</th> <th>Grade 5</th> </tr> </thead> <tbody> <tr> <td>R225 000.00</td> <td>R450 000.00</td> <td>R750 000.00</td> </tr> </tbody> </table>	Grade 3	Grade 4	Grade 5	R225 000.00	R450 000.00	R750 000.00		
	Grade 3	Grade 4	Grade 5						
	R225 000.00	R450 000.00	R750 000.00						
	Completion certificate/ completion reference letters of at-least three (03) construction related projects in the field of interest with three (03) corresponding appointment letters or Purchase orders on client's letter head.	30 points	30 points						
Completion certificate/ completion reference letters of at-least two (02) construction related projects in the field of interest with two (02) corresponding appointment letters or Purchase orders on client's letter head.	20 points								
Completion certificate/ completion reference letters of at-least one (01) construction related projects in the field of interest with one (01) corresponding appointment letters or Purchase orders on client's letter head.	10 points								
	No proof of completion certificate / completion reference letter with corresponding appointment letter or PO	0 points							
Company registration dates: <i>No points will be allocated to a company registered after 30 March 2022</i>	Provide proof of company registration documents with CIPC. <ul style="list-style-type: none"> <li>Company registered between 01 April 1994 and 30 March 2017</li> <li>Company registered between 01 April 2017 and 30 March 2020</li> </ul>	30 points 20 points	30 points						

	<ul style="list-style-type: none"> <li>Company registered between 01 April 2020 and 30 March 2022</li> <li>Company registered after 30 March 2022</li> </ul>	10 points 0 point	
Qualifications of owners / shareholders/ directors/ members	<ul style="list-style-type: none"> <li><b>Construction related Degree or Diploma (NQF Level 6 or higher)</b></li> <li><b>Construction related National Certificate NQF Level 5</b></li> <li><b>Construction related certificate N3 or higher or Matric/ grade 12 certificate or CETA accredited certificate.</b></li> <li><b>ABET NQF level 4 or Grade 9 School report</b></li> <li><b>No qualification as stated above</b></li> </ul> <p>NB! Qualification must belong the owner / shareholder or member or director of the company, if not, no points will be awarded. Employee qualification will not be accepted, and no points will be allocated.</p>	20 points 15 points 12 points 10 points 0 point	20 points
HDI targetes – at-least 51% ownership as follows:	<b>Townships or rural or underdeveloped areas:</b> The address on CIPC company registration documents will be utilized to determine the allocation of points, no points will be allocated if the company address is not within or under the township, Rural or Underdeveloped area.	8 points	20 Points
	<b>Women:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	3 points	
	<b>Youth:</b> Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided.	3 points	
	<b>People with disabilities (PwD):</b> provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company.	3 points	
	<b>Military veterans:</b> provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company	3 points	
<b>TOTAL POINTS</b>			<b>100 POINTS</b>

## **5. SELECTION OF CONTRACTORS PER CORRIDOR**

- 5.1. All bids received on time will be evaluated and those that complies with mandatory requirements will be evaluated on functionality and highest ten (10) scoring bidders will be admitted per corridor, and;
- 5.2. In case the last highest scoring (number 10s) bidders are more than One, the bidder who score higher points on HDI will be admitted to the program, and;
- 5.3. In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to Gauteng based enterprise, and;
- 5.4. In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to a bidder with a lowest CIDB grading, and;
- 5.3. In case last highest scoring (number 10s) bidders are equal in all aspect, the accepted bidder will be determined by drawing a lot.

## **6. OBJECTIVE CRITERIA**

- 6.1. In the case where the last highest scoring (Number 10s) bidder are more than one, the preference will be given to Gauteng based enterprise. The bidder must submit/attach any bill or proof of company operational address in the company name or residential confirmation letter from the ward councillor (e.g. Municipal Rate & Taxes or Telkom/phone bill or lease agreement) confirming the company operational address and must not be older than 6 months.

## **7. TENDER SYSTEM**

- 7.1. The project is not a two envelop system, the details of all bids received on closing time will be published within 10 working days in the GPG e-Tender Portal.
- 7.2. The tender validity period after closing date is 180 days.

## **8. TENDER SUBMISSION**

- 8.1. No late bids will be accepted and no fax, email, CD tender documents will be accepted. Tender document must be delivered on the address mentioned in the invitation to tender.

## **9. GENERAL CONDITIONS**

- 9.1. The applicant must not be blacklisted or restricted by the National Treasury.
- 9.2. The applicant must be free of potential conflicts of interest.
- 9.3. The applicant should not participate in any other Contractor Development Programme whilst still participating in this programme.
- 9.4. It is the responsibility of the applicant to ensure that they are credit worthy.
- 9.5. The applicants must confirm that the information provided is accurate as any errors or omissions found later could act as grounds of dismissal from the programme.
- 9.6. Contractors should not be employed (whether full time or part-time) or be full time students.
- 9.7. No incentive or stipend will be made to the contractors during their participation in the program.
- 9.8. Contractors are prohibited from resigning from their employment to participate in the program.
- 9.9. Only admitted or accepted contractors to the program will be required to sign a service level agreement with the department.

## **10. ROLES AND RESPONSIBILITIES OF THE CONTRACTORS**

- 10.1. It shall be the contractor's responsibility to ensure that he/she updates his/her entity's information on quarterly basis or when there are changes with the entity's details.
- 10.2. It is compulsory for the Contractor to update details on the CIDB and to move to the next CIDB grade level. Should the contractor decide or fail to upgrade to the next CIDB level, the Contractor will not be awarded projects until the information is updated on CIDB to the qualifying grade.
- 10.3. The Contractors shall ensure consistency in the information which exist within the CIDB register, CSD database and the Department.

**11. ROLES AND RESPONSIBILITIES OF THE DEPARTMENT**

- 11.1. The Department shall provide support as well as economic opportunities for the duration of the programme. The opportunities will be allocated on rotational basis.
- 11.2. The department shall provide training and mentorship services for the programme on annual basis as per the identified needs.
- 11.3. Only 50 Emerging Contractors will be included in the development program, however the department reserves the right to include or admit more than 50 companies in the program.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**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.

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## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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 security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, 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)