 <b>GAUTENG PROVINCE</b> PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<b>Provincial Supply Chain Management</b>								
		<b>INVITATION TO BID</b>		<b>Page 1 of 4</b>						
<b>BID NUMBER</b>										
<b>BID DESCRIPTION</b>										
<b>CUSTOMER DEPARTMENT</b>										
<b>CUSTOMER INSTITUTION</b>										
<b>BRIEFING SESSION</b>	<b>Y</b>		<b>N</b>		<b>SESSION COMPULSORY</b>		<b>Y</b>		<b>N</b>	
					<b>SESSION HIGHLY RECOMMENDED</b>		<b>Y</b>		<b>N</b>	
<b>BRIEFING VENUE</b>					<b>DATE</b>			<b>TIME</b>		
<b>COMPULSORY SITE INSPECTION</b>	<b>Y</b>		<b>N</b>		<b>DATE</b>			<b>TIME</b>		
<b>SITE INSPECTION ADDRESS</b>										
<b>TERM AGREEMENT CALLED FOR?</b>	<b>Y</b>		<b>N</b>		<b>TERM DURATION</b>					
<b>CLOSING DATE</b>					<b>CLOSING TIME</b>					
<b>TENDER BOX LOCATION</b>										

## NOTES

### THE TENDER BOX IS OPEN

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

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

## THE TENDERING SYSTEM

The Invitation to Bid Pack consist of one Section (Section 1). This section must be submitted, clearly marked with the Tender Number.

## TRAINING SESSIONS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART A INVITATION TO BID

#### SUPPLIER INFORMATION

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

#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



# Provincial Supply Chain Management

## INVITATION TO BID

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

**ALTERNATIVELY SEND AN E-MAIL TO:** [Tender.admin@gauteng.gov.za](mailto:Tender.admin@gauteng.gov.za)

### ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

### ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	



# Provincial Supply Chain Management

## INVITATION TO BID

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### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

#### 2. TAX COMPLIANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

### **Privacy Laws Compliance Clause**

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

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

Signed by: \_\_\_\_\_

ID Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Designation: \_\_\_\_\_

Date: \_\_\_\_\_



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 1 of 4

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



## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 2 of 4

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





## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

Page: 3 of 4

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




## PROVINCIAL SUPPLY CHAIN MANAGEMENT

### INSTRUCTION TO BIDDERS

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

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


BID NUMBER		CLOSING DATE	
VALIDITY OF BID		CLOSING TIME	

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

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


### TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

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

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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


<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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

Full Name	Identity Number	Name of State Institution

---

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

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 2 of 3</b>

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

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

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?

<b>YES</b>		<b>NO</b>	
------------	--	-----------	--

2.3.1 If so, furnish particulars:


--

### 3 DECLARATION

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

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

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

	<b>PROVINCIAL SUPPLY CHAIN MANAGEMENT</b>	
	<b>BIDDER'S DISCLOSURE</b>	<b>Page: 3 of 3</b>

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

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

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

<b>Signature</b>		<b>Date</b>	
<b>Position</b>		<b>Name of the Bidder</b>	





# PROVINCIAL SUPPLY CHAIN MANAGEMENT

## EVALUATION METHODOLOGY PROCESS

Page 2 of 2

### BIDDERS JOB CREATION ANALYSIS

Company Name		Vendor Number		Date Established	
--------------	--	---------------	--	------------------	--

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

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

#### Comments to include:

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

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

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





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## **TERMS OF REFERENCE**

**INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1& 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS**

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### **Disclaimer**

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

ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

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## **1. BACKGROUND**

The Gauteng Department of Education (GDE) is committed to ensuring that the built environment at schools and Early Childhood Development (ECD) Centres is always conducive for teaching and learning as well as ensuring that GDE offices and other institutions are always conducive for working.

The need for infrastructure maintenance & repairs, refurbishments, minor upgrades at GDE institutions (schools, ECD Centres, offices, Teacher Development Centres (TDC), etc.) has increased. Furthermore, there is continuous increase of learner enrolment numbers, and limited infrastructure output which has not been able to keep up with the demand. This has resulted in an increasing infrastructure backlog and annual admission pressures.

All these necessitate that a database of service providers on Construction Industry Development Board (CIDB) grading 1 and 2 be established to expedite the procurement processes of required services to ensure high quality service and timeous delivery.

## **2. LEGAL FRAMEWORK**

2.1 The following Legislative Framework will be applicable but not limited to:

- i. Constitution of the Republic of South Africa Act No. 108 of 1996.
- ii. Preferential Procurement Regulations of 2022.
- iii. Public Finance Management Act No. 1 of 1999, as amended.
- iv. Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.
- v. Broad Based Black Economic Empowerment Act No. 53 of 2003, as amended.
- vi. South African Schools Act No. 84 of 1996, as amended.
- vii. Gauteng Schools Education Act No. 6 of 1995, as amended.
- viii. National Education Policy Act No. 27 of 1996, as amended.

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- ix. Public Service Act No. 103 of 1994, as amended.
- x. Employment of Educators Act No. 76 of 1998, as amended.
- xi. Promotion of Access to Information Act No. 2 of 2000, as amended.
- xii. Promotion of Administration Justice Act No. 3 of 2000, as amended.
- xiii. Occupational Health and Safety Act No. 85 of 1993, as amended.
- xiv. Electronic Communication Security Act No. 68 of 2002, as amended.
- xv. Protection of Personal Information Act 4 No. of 2013, as amended.
- xvi. Protection of Information Act No. 84 of 1982, as amended.
- xvii. National Building Regulations and Building Standards Act No. 103 of 1977, as amended.
- xviii. Engineering Professions Act No. 46 of 2000 as amended.
- xix. Architectural Professions Act No. 44 of 2000 as amended.
- xx. South African qualifications authority Act No. 58 of 1995 as amended.
- xxi. Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.
- xxii. Labour Relations Act No. 66 of 1995 as amended.
- xxiii. Project and Construction Management Professions Act No. 48 of 2000 as amended.
- xxiv. Quantity Surveying Profession Act No. 49 of 2000 as amended.
- xxv. Planning Profession Act, 2002 Act No. 36 of 2002 as amended.
- xxvi. Natural Scientific Professions Act No. 27 of 2003 as amended.
- xxviii. Construction Industry. Development Board Act No. 38 of 2000 as amended.
- xxix. National Environmental Act No. 107 of 1998 as amended.
- xxx. Asbestos Regulations, 2001 as amended.
- xxxi. Competition Act No. 89 of 1998 as amended.
- xxxii. Unemployment Insurance Act No. 61 of 2001 as amended.

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### **3. PROJECT BRIEF**

- 3.1 The appointed service providers will be expected to execute infrastructure maintenance and repairs in the form of General Building (GB), Plumbing (SO), Electrical (EB), Mechanical (ME), Civil (CE), Horticulture (SH), and Fencing(SQ) works as well as other capital infrastructure projects as and when required at GDE institutions to render them safe, secure, and functional.
- 3.2 The infrastructure works must be carried out at GDE institutions spread through the fifteen (15) districts in the department. Paragraph 4.5 provides details of the GDE districts in which successful bidders will be required to provide the required services.
- 3.3 The number of GDE institutions to be targeted will be based on the infrastructure needs as they occur. The needs may arise because of required preventative measures, ageing of the buildings, natural and man-made events, or conditions, increasing learner enrolment numbers, etc.

### **4. SCOPE OF WORK**

- 4.1 The appointed service provider(s) will be expected to provide the following services on request:
  - 4.1.1 Provide building, plumbing, electrical, mechanical, civil, horticulture, and fencing repairs through immediate intervention on site.
  - 4.1.2 Carry out restoration of GDE institutions to make them safe, secure, and functional immediately after disastrous events or emergencies.
  - 4.1.3 Carry out minor upgrades and refurbishments to existing infrastructure which include, classrooms, kitchens, ablution blocks, etc.
  - 4.1.4 Carry out refurbishments, renovations, and rehabilitation of GDE institutions.

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## 4.2 Requirements for GB and CE

### 4.2.1 Service providers must have:

4.2.1.1 One artisan or technician for each class of works as per their CIDB registration, with a minimum of two years post qualification experience in line with their trade of speciality.

**NOTE: Trade test certificates required can be any of the following trades: Bricklaying / Tiling / Painting / Carpentry.**

4.2.1.2 One Professional Civil Engineer/Technologist in possession of a valid professional registration certificate with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Civil Engineering.

4.2.1.3 One Professional Structural Engineer/Technologist in possession of a valid professional registration certificate with Engineering Council of South Africa. (ECSA) and NQF level 7 qualification in Structural Engineering.

4.2.1.4 One Professional Construction Project Manager in possession of a valid professional registration certificate with the South African Council for the Project and Construction Management Professions (SACPCMP).

4.2.2 Bidders must have a minimum of one (1) completed project in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates are required.

## 4.3 Requirements for SO, EB and ME

### 4.3.1 Service providers must have:

4.3.1.1 One artisan or technician for each class of works as per their CIDB registration, with a minimum of two years post qualification experience in line with their trade of speciality.

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**NOTE: Trade test certificates required for ME can be any of the following trades: Fitter / Fitter & Tunner / Diesel Mechanic / Motor Mechanic / Refrigeration Mechanic / Boiler Maker.**

4.3.1.2 One Professional Construction Project Manager in possession of a valid professional registration certificate with the South African Council for the Project and Construction Management Professions (SACPCMP).

4.3.1.3 Bidders must have a minimum of one (1) completed project in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates are required.

#### **4.4 Requirements for SQ and SH**

4.4.1 Service providers must have:

4.4.1.1 One artisan or technician for each class of works as per their CIDB registration, with a minimum of two years (2) post qualification experience in line with their trade of speciality.

**Note: Fencing projects are to be executed by artisans with building trade speciality. Any building /civil engineering trade test certificate will be acceptable.**

4.4.1.2 One Professional Construction Project Manager in possession of a valid professional registration certificate with the South African Council for the Project and Construction Management Professions (SACPCMP).

4.4.1.3 Bidders must have a minimum of one (1) completed project in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates are required.

4.5 Bidders must select their preferred district/s by placing a tick in the box next to the preferred district in Table 1 below. Bidders will be allowed to select a **maximum of three (3) districts**.

***Note: A bidder who fails to select any district/s will be disqualified. In cases where bidders select more than three (3) districts, only the first three selected districts will be considered.***

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**Table 1**

<b>Name of the District</b>	<b>Select a maximum of 3 preferred districts by placing a tick below</b> √
<b>Gauteng North (GN)</b>	
<b>Tshwane North (TN)</b>	
<b>Tshwane South (TS)</b>	
<b>Tshwane West (TW)</b>	
<b>Johannesburg Central (JC)</b>	
<b>Johannesburg East (JE)</b>	
<b>Johannesburg North (JN)</b>	
<b>Johannesburg West (JW)</b>	
<b>Johannesburg South (JS)</b>	
<b>Ekurhuleni North (EN)</b>	
<b>Ekurhuleni South (ES)</b>	
<b>Gauteng East (GE)</b>	
<b>Sedibeng East (ES)</b>	
<b>Sedibeng West (SW)</b>	
<b>Gauteng West (GW)</b>	



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## 5. EVALUATION CRITERIA

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

**Stage One** will be the evaluation of bids on **Administrative Compliance (Mandatory and other required documents) and Functionality Evaluation**. During these stages of evaluation, the bidders that do not meet the prescribed criteria on **Mandatory documents** and minimum threshold/s for **Functionality** will be disqualified.

### 5.1 STAGE 1 a: Administrative Evaluation

Administrative evaluation will be carried out on all bids received and if the compulsory documentation mentioned below is not completed, not signed (where required), not submitted, and not attached, such a bid will be eliminated from any further evaluation.

#### 5.1.1 Mandatory Documents: (eliminating criteria)

- a. Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.
- b. Copy of valid Construction Industry Development Board (CIDB) registration documents indicating the grading 1 or 2 and class of work for the company.

***(Note: All the CIDB validity and status as at the bid closing date will be verified on the CIDB website during evaluation. The evaluation of service providers will be undertaken in alignment with their CIDB grading and corresponding class of work.)***

- c. Submission of a trade test certificate/s for each artisan/ technician in line with the service provider's CIDB class of work (whichever is applicable)
  - Trade test certificates required for GB and CE can be any of the following trades: Bricklaying / Tiling / Painting /Carpentry.
  - Trade test certificates required for ME can be any of the following trades: Fitter / Fitter & Tunner / Diesel Mechanic / Motor Mechanic / Refrigeration Mechanic / Boiler Maker.
  - Any building/civil engineering trade test certificate will be accepted for fencing projects.

**Note: An incomplete RFP pack will result in the disqualification of the bidder. Where information required is not applicable to the bidder, the**

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**bidder must indicate “Not Applicable or N/A”. The bidder must not leave blank spaces, as it will be regarded as “not fully completed” for evaluation purposes.**

### **5.1.2 Other Required Documents: (not eliminating criteria)**

- a. Recent/latest proof of a Central Supplier Database (CSD) registration
- b. Valid SARS Tax Compliance Status (TCS) pin
- c. Submission of a completed and signed Preference Points Claim form (SBD 6.1)
- d. Service provider/s shall be registered with Compensation fund and shall provide GDE with credible proof of such registration upon request thereof.

### **5.2 STAGE 1b: Functionality Evaluation**

A bidder that scores less than **80** points out of **100** in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified. Service providers who will meet the minimum functionality score will be shortlisted.

**Functionality evaluation will be based on the following criteria:**

#### **5.2.1 Functionality criteria for CIDB Grade 1: GB & CE**

**Table 2**

<b>NO</b>	<b>CRITERIA FOR FUNCTIONALITY CIDB GRADE 1: GB and CE</b>	<b>POINTS</b>
<b>CAPACITY TO DELIVER</b>		
<b>1</b>	<b>HUMAN RESOURCES</b>	<b>70</b>
	<p><b>1.1 Artisans/ Technicians</b></p> <p><b>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.2 (Whichever is applicable). The CV must indicate a minimum of two (2) years’ experience in the relevant trade of speciality post qualification. (40 points)</b></p> <ol style="list-style-type: none"> <li>i. two (2) or more years’ experience post qualification (40 points)</li> <li>ii. Less than two (2) years’ experience post qualification (0 points)</li> </ol> <p><b>A bidder that fails to submit the artisan or technician’s CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</b></p>	

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	<p><b>1.2 Civil Engineer/ Technologist</b></p> <ul style="list-style-type: none"> <li>i. Submit a copy of valid professional registration certificate for one (1) Professional Civil Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Civil Engineering (10 points)</li> <li>ii. No copy of valid professional registration certificate for one (1) Professional Civil Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Civil Engineering (0 points)</li> </ul> <p><b>1.3 Structural Engineer/ Technologist</b></p> <ul style="list-style-type: none"> <li>i. Submit a copy of valid professional registration certificate for one (1) Professional Structural Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Structural Engineering (10 points)</li> <li>ii. No copy of valid professional registration certificate for one (1) Professional Structural Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Structural Engineering (0 points)</li> </ul> <p><b>1.4 Professional Construction Project Manager</b></p> <ul style="list-style-type: none"> <li>i. Submit a copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (10 points)</li> <li>ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)</li> </ul>	
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2	COMPANY EXPERIENCE	30
	<p><b>2.1 Submit /reference letters/testimonial letters/ project completion certificates on client's letterhead with contact details indicating completed projects in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates must indicate the name of the project and project value.</b></p> <p><b>2.1.1 Completed projects for CIDB Grade 1</b></p> <ul style="list-style-type: none"> <li>i. One (1) or more reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each (30 points)</li> <li>ii. Less than one (1) reference letter/testimonial letter/project completion certificate on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each (0 points)</li> </ul>	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

### 5.2.2 Functionality criteria for CIDB Grade 1: SO, EB and ME

**Table 3**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 1: SO, EB and ME	POINTS
1	<b>HUMAN RESOURCES</b>	<b>60</b>
	<p><b>1.1 Artisans/ Technicians</b></p> <p><b>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.3 (Whichever is applicable). The CV must indicate a minimum of two (2) year experience in the relevant trade of speciality post qualification. (40 points)</b></p> <ul style="list-style-type: none"> <li>i. Two (2) or more years' experience post qualification (40 points)</li> <li>ii. Less than two (2) years' experience post qualification (0 points)</li> </ul>	

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	<p><b>A bidder that fails to submit the artisan or technician's CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</b></p> <p><b>1.2 Professional Construction Project Manager</b></p> <p>i. Submit a copy of valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (20 points)</p> <p>ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)</p>	
<b>2</b>	<b>COMPANY EXPERIENCE</b>	<b>40</b>
	<p><b>2.1 Submit /reference letters/testimonial letters/ project completion certificates on client's letterhead with contact details indicating completed projects in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates must indicate the name of the project and project value.</b></p> <p><b>2.1.1 Completed projects for CIDB Grade 1</b></p> <p>i. One (1) or more reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each. (40 points)</p> <p>i. Less than one (1) reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each. (0 points)</p>	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

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### 5.2.3 Functionality criteria for CIDB Grade 1: SQ and SH

**Table 4**

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 1: SQ and SH	POINTS
<b>1</b>	<b>HUMAN RESOURCES</b>	<b>60</b>
	<p><b>1.1 Artisans/ Technicians</b></p> <p><b>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.4 (Whichever is applicable). The CV must indicate a minimum of two (2) year experience in the relevant trade of speciality post qualification. (40 points)</b></p> <ul style="list-style-type: none"> <li>i. Two (2) or more years' experience post qualification (40 points)</li> <li>ii. Less than two (2) year experience post qualification (0 points)</li> </ul> <p><b>A bidder that fails to submit the artisan or technician's CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</b></p> <p><b>1.2 Professional Construction Project Manager</b></p> <ul style="list-style-type: none"> <li>i. Submit a copy of valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (20 points)</li> <li>ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)</li> </ul>	
<b>2</b>	<b>COMPANY EXPERIENCE</b>	<b>40</b>
	<ul style="list-style-type: none"> <li>i. One (1) or more reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each. (40 points)</li> </ul>	

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	ii. Less than one (1) reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R500 000 each. (0 points)	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

#### 5.2.4 Functionality criteria for CIDB Grade 2: GB & CE

Table 5

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2: GB and CE	POINTS
<b>CAPACITY TO DELIVER</b>		
<b>1</b>	<b>HUMAN RESOURCES</b>	<b>70</b>
	<p><b>1.1 Artisans/ Technicians</b></p> <p><b>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.4 (Whichever is applicable). The CV must indicate a minimum of two (2) years experience in the relevant trade of speciality post qualification. (40 points)</b></p> <p>i. Two (2) or more years' experience post qualification (40 points)  ii. Less than two (2) year experience post qualification (0 points)</p> <p><b>A bidder that fails to submit the artisan or technician's CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</b></p> <p><b>1.2 Civil Engineer/ Technologist</b></p> <p>i. Submit a copy of valid professional registration certificate for one (1) Professional Civil Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Civil Engineering (10 points)</p> <p>ii. No copy of valid professional registration certificate for one (1) Professional Civil Engineer/Technologist registered with</p>	

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	<p>Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Civil Engineering (0 points)</p> <p><b>1.3 Structural Engineer/ Technologist</b></p> <p>i. Submit a copy of valid professional registration certificate for one (1) Professional Structural Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Structural Engineering (10 points)</p> <p>ii. No copy of valid professional registration certificate for one (1) Professional Structural Engineer/Technologist registered with Engineering Council of South Africa (ECSA) and NQF level 7 qualification in Structural Engineering (0 points)</p> <p><b>1.4 Professional Construction Project Manager</b></p> <p>i. Submit a copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (10 points)</p> <p>ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)</p>	
<b>2</b>	<b>COMPANY EXPERIENCE</b>	<b>30</b>
	<p><b>2.1 Submit /reference letters/testimonial letters/ project completion certificates on client's letterhead with contact details indicating completed projects in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates must indicate the name of the project and project value.</b></p> <p><b>2.1.1 Completed projects for CIDB Grade 2</b></p> <p>i. One (1) or more reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and</p>	



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	class of work for a completed project of value not exceeding R1 000 000 each. (30 points)	
	ii. Less than one (1) reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R1 000 000 each (0 points)	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

### 5.2.5 Functionality criteria for CIDB Grade 2:SO, EB and ME

Table 6

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2: SO, EB and ME	POINTS
<b>1</b>	<b>HUMAN RESOURCES</b>	<b>60</b>
	<p><b>1.1 Artisans/ Technicians</b></p> <p><b>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.4 (Whichever is applicable). The CV must indicate a minimum of two (2) years experience in the relevant trade of speciality post qualification. (40 points)</b></p> <p>i. Two (2) or more years' experience post qualification (40 points)</p> <p>ii. Less than two (2) year experience post qualification (0 points)</p> <p><b>A bidder that fails to submit the artisan or technician's CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</b></p> <p><b>1.2 Professional Construction Project Manager</b></p> <p>i. Submit a copy of valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (20 points)</p>	

ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

	ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)	
<b>2</b>	<b>COMPANY EXPERIENCE</b>	<b>40</b>
	<p><b>2.1 Submit /reference letters/testimonial letters/ project completion certificates on client's letterhead with contact details indicating completed projects in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates must indicate the name of the project and project value.</b></p> <p><b>2.1.1 Completed projects for CIDB Grade 2</b></p> <p>i. One (1) or more reference letters /testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R1 000 000 each. (40 points)</p> <p>ii. Less than one (1) reference letter/testimonial letter/project completion certificate on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R1 000 000 each (0 points)</p>	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

## 5.2.6 Functionality criteria for CIDB Grade 2: SQ and SH

Table 7

NO	CRITERIA FOR FUNCTIONALITY CIDB GRADE 2: SQ and SH	POINTS
1	<b>HUMAN RESOURCES</b>	60
	<p><b>1.1 Artisans/ Technicians</b></p> <p>Submit a CV for one (1) artisan/technician in line with the trade test certificate/s submitted in paragraph 4.4 (Whichever is applicable). The CV must indicate a minimum of two (2) years experience in the relevant trade of speciality post qualification. (40 points)</p> <ul style="list-style-type: none"> <li>i. Two (2) or more years' experience post qualification (40 points)</li> <li>ii. Less than two (2) year experience post qualification (0 points)</li> </ul> <p>A bidder that fails to submit the artisan or technician's CV indicating a minimum of two (2) years post qualification experience relevant to the applicable trade of speciality will not be considered for that particular class of work and will score zero (0) points</p> <p><b>1.2 Professional Construction Project Manager</b></p> <ul style="list-style-type: none"> <li>i. Submit a copy of valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (20 points)</li> <li>ii. No copy of a valid professional registration certificate with the South African Council for Project and Construction Management Profession (SACPCMP) for one (1) Construction Project Manager (0 points)</li> </ul>	
2	<b>COMPANY EXPERIENCE</b>	40
	<p><b>2.1 Submit /reference letters/testimonial letters/ project completion certificates on client's letterhead with contact details indicating completed projects in line with the bidder's CIDB grading and class of works. Reference letters/ testimonial letters/ project completion certificates must indicate the name of the project and project value</b></p>	

ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

	<b>2.1.1 Completed projects for CIDB Grade 2</b>	
	<p>i. One (1) or more reference letters/testimonial letters/project completion certificates on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R1 000 000 each. (40 points)</p> <p>ii. Less than one (1) reference letter/testimonial letter/project completion certificate on client's letterhead with contact details indicating completed projects in line with bidders CIDB grading and class of work for a completed project of value not exceeding R1 000 000 each. (0 points)</p>	
	<b>Total</b>	<b>100</b>
	<b>Minimum threshold</b>	<b>80</b>

**NB: PRICE AND PREFERENCES POINTS WILL NOT BE EVALUATED AS THIS IS A PRE-QUALIFIED PANEL OF SERVICE PROVIDERS**

**Each RFP shall comprise of at least the following sections, bound and clearly indexed: -**

**Table 8**

Section A	<p>a.Submission of a fully completed and duly signed bid on the original tender document (RFP pack section 1) with all the pages included. Failure to submit any one of the pages will result in the bidder being disqualified.</p> <p>b.Copy of valid Construction Industry Development Board (CIDB) registration documents indicating the grading 1 or 2 and class of work for the company. <i><b>(Note: All the CIDB validity and status as at the bid closing date will be verified on the CIDB website during evaluation.)</b></i></p> <p>c.Submission of a trade test certificate/s for <u>each</u> artisan/ technician in line with the service provider's CIDB class of work (whichever is applicable)</p> <ul style="list-style-type: none"> <li>• <b>Trade test certificates required for GB and CE can be any of the following trades: Bricklaying / Tiling / Painting /Carpentry.</b></li> <li>• <b>Trade test certificates required for ME can be any of the following trades: Fitter / Fitter &amp; Tunner / Diesel Mechanic / Motor Mechanic / Refrigeration Mechanic / Boiler Maker.</b></li> </ul>
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ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

	<ul style="list-style-type: none"> <li>Any building/civil engineering trade test certificate will be accepted for fencing projects.</li> </ul> <p><b>Note: An incomplete RFP pack will result in the disqualification of the bidder. Where information required is not applicable to the bidder, the bidder must indicate “Not Applicable or N/A”. The bidder must not leave blank spaces, as it will be regarded as “not fully completed” for evaluation purposes.</b></p>
Section B	a. Proof of the latest Central Supplier Database (CSD) registration b. Valid SARS Tax Compliance Status (TCS) pin c. Valid copy of Broad Based Black Economic Empowerment (B-BBEE) certificate Issued by an Agency accredited by SANAS / CIPC or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date:
Section C	a. Reference letters/ testimonial letters/ project completion certificates. b. Registration Certificates for Engineers and Construction Project Managers

## 7 TERMS AND CONDITIONS

- 7.1 Successful Bidder(s) must be in a position to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.
- 7.2 GDE reserves the right to reject work that does not meet the required standard and engage the service provider who can provide similar services of the required standard.
- 7.3 GDE shall apply the conditions of contract to terminate a contract due to performance not being in accordance with the contract.
- 7.4 GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance, if work that was done by the service provider fail to meet the required standard. The service provider shall be notified in writing and shall be required to perform corrective measures within seven (7) days to remedy errors at no cost to the GDE.

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- 7.5 Service Providers will be appointed as per their trade(s) of speciality and selected districts.
- 7.6 The GDE reserves the right to do cross-district or one district appointments as and when required.
- 7.7 Service providers appointed in the pre-qualified list of service providers will retain the CIDB grading and class of works at which they were appointed for the entire duration of the contract.
- 7.8 Service Providers with Potentially Emerging (PE) CIDB status will be considered by the GDE as per the CIDB requirements
- 7.9 In cases where:
- i. If there is a project that requires multiple trades GDE will select a service provider that qualify on all the trades.
  - ii. a certain trade is required for a specific project to be implemented in a district where there is no service provider with that required trade, a service provider with such a trade will be selected from a closer district.
- 7.10 Only service providers registered as CIDB grading 1 to 2 will be considered.
- 7.11 GDE reserves the right to decide projects/programmes to be implemented by Implementing Agent/s, in line with requirements of the Gauteng Provincial Treasury Infrastructure Instruction 01 of 2025/26.
- 7.12 Service providers who have been appointed in the pre-qualified list of service providers can only commence with a project upon being issued with a Purchase Order (PO), a job card, a signed project contract and Site Handover Certificate stating the contract amount and contract period as an indication that the site has been officially handed over for repairs / maintenance.
- 7.13 Service providers must have the capacity, functional skills and experience to provide the services required by the GDE.
- 7.14 Before any project commences, appointed service providers will be required to produce copy/copies of Trade Test Certificate/s to be verified by the Project Manager / Works Inspector to ensure that work will be undertaken by qualified

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personnel. In case of electrical work, Trade Test Certificate and Wireman's Licence will be required.

- 7.15 The project / service will be initiated by means of a written instruction to the appointed service providers. Timeframes cannot be agreed before entering a contract. As such, the duration of any given assignment / project will depend mainly on the nature and scope of the work to be done. The appointed service provider must be available at all stages to work within the agreed time frames.
- 7.16 Service providers must render services within the specified period to be determined by the GDE in relation to the seriousness and/or urgency of the situation as well as the complexity and type of work.
- 7.17 Payments will be processed in accordance with deliverables accomplished as per the contract after inspection and validation by GDE Works Inspector or Project Manager. Proof of completion of the relevant deliverables shall be in the form of documentation stating completion of the relevant deliverables as signed off by both parties.
- 7.18 No contractual relationship shall come into existence between GDE and any sub-contractors or any other suppliers other than the contracted Service Providers. Hence, GDE shall not entertain payment claims from any other party other than the contracted service providers.
- 7.19 If it is shown that errors or shortcomings exist within the service provided, the service provider/s shall be notified in writing and shall be required to perform corrective services within the time stipulated in the conditions of contract to remedy such errors at no cost to GDE.

## 8. TIME FRAMES

OUTPUTS	PERIOD
INVITATION OF SERVICE PROVIDERS FOR ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GENERAL BUILDING (GB), PLUMBING (SO), ELECTRICAL (EB), MECHANICAL (ME), CIVIL (CE), HORTICULTURE (SH), FENCING (SQ), AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS	THREE (3) YEARS

ESTABLISHMENT OF A PRE-QUALIFIED LIST OF SERVICE PROVIDERS ON CIDB GRADING 1 AND 2 TO RENDER INFRASTRUCTURE MAINTENANCE IN TERMS OF GB, SO, EB, ME, CE, SH, SQ AND MINOR UPGRADES AND REFURBISHMENTS REQUIRED AT GAUTENG DEPARTMENT OF EDUCATION (GDE) INSTITUTIONS FOR A FIXED TERM PERIOD OF THREE (3) YEARS.

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## **9. PENALTIES/WARRANTIES**

- 9.1 If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within the time stipulated in the conditions of contract to remedy such errors at no cost to GDE.
- 9.2 The GDE reserves the right to reject work that does not meet the required standard and engage a different service provider(s) to complete the work.
- 9.3 The GDE reserves the right to inspect or audit any document pertaining to this contract at any given time upon the expiry of the contract. This may also include queries and complaints.
- 9.4 Should any audit or inspection reveal that the service provider has not complied with any of the terms of this contract, the service provider will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDE associated with such non-compliance.

## **10 INSTRUCTIONS FOR THE PROPOSAL**

- 10.1 This Request for Proposal (RFP) does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2 To facilitate the review of all the proposals, all Bidders must compile their responses in the format, as indicated on paragraph 6. The requested information should be inserted and no changes to the layout should be made.
- 10.3 GDE requires a clear, concise, and factual response. Bidder(s) shall consult, in writing, with the authorised representative of GDE should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.4 Proposals must be compiled in the following manner (non-compliance may eliminate your bid):
  - a. Clear indexing of the proposal content must be included.



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10.5 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal:

- a. Description of proposal
- b. RFP Number
- c. Closing date and time

10.6 The Bidder will be liable for all costs incurred in response to this request.

10.7 This tender has a validity period of **180 days**. In the event that there is a need to extend this period the extension will be published on the National Treasury and GPG e-tender portals.

- It is the responsibility of the bidder to check the extension of validity when published as there will be no individual correspondence.
- Bidders that decline the extension of validity will invalidate their specific bids and not the entire bid process.

10.8 The bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of the GDE before submitting a completed response. Failure to do so will be at the Bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

10.9 Late Submissions,  
Proposals submitted after the specified closing date and time will not be considered.

## 11. DECLARATION

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

**Name of Bidder:** .....

**Name of contact person:** .....

**Capacity:** .....

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



**GAUTENG**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**GAUTENG ETHICS &  
ANTI CORRUPTION**

# INTEGRITY PACT FOR BUSINESSES



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## **FIGHTING CORRUPTION, PROMOTING INTEGRITY**

### **1. INTRODUCTION**

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

### **2. OBJECTIVES**

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

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

### **3. GOVERNANCE**

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

### **4. ENVIRONMENT**

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

### **5. PROTECTION OF INFORMATION**

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



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## 6. REPUTATION

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

## 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT

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

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

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

## 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8<sup>1</sup>, copy of which is attached marked Annexure A, and that:
  - 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
  - 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through

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



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

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

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



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

## 9. COMMITMENTS OF THE BIDDERS

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

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



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

## 10. SANCTIONS FOR VIOLATION

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





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## 11 CONFLICT OF INTEREST

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

## 12 LEGAL ACTIONS

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

## 13 VALIDITY

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

### GPG INTEGRITY PACT FOR BUSINESSES

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



## **Annexure A**

# **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010**

### **NOTES**

The purpose of this document is to:

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

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

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

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

**security**

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

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

**8. Inspections, tests and analyses**

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

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

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

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

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



may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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

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

Js General Conditions of Contract (revised July 2010)