



GAUTENG PROVINCE

PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Request for Proposal

Page 1 of 4

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

Notes:

- All bids / tenders must be deposited in the Tender Box at the following address:
Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg
- Bids / tenders must be deposited in the Tender Box on or before the closing date and time.
- Bids / tenders submitted by fax will not be accepted.
- The GPT Tender Box is generally open 24 hours a day, 7 days a week.
- OR Posted to Gauteng Provincial Treasury, Tender Office, Private Bag X112, Marshalltown, Johannesburg, 2017
- This bid is subject to the preferential procurement policy framework act 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 RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

This RFP Pack is mainly for "PRE-QUALIFICATION OF BIDDERS" and it consists of only one section namely, Section 1. This section must be submitted clearly marked with the Tender Number and the Section Number.

Training sessions

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



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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 ENCLOSURE 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.



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

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT	
CONTACT PERSON	
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



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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.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

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



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RFP Point System

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RFP NUMBER		CLOSING DATE	
VALIDITY OF RFP		CLOSING TIME	

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

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

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

The Gauteng Provincial Government requests your bid on the goods and/or services listed on the attached forms. Please furnish all information as requested and return your bid on the date stipulated. Late bids will not be accepted for consideration.

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

VALUE BASED

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



Provincial Supply Chain Management

Instructions to Bidders

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



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Instructions to Bidders

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

20. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the successful bidder may be required to submit **pre-production samples** to the South African Bureau of Standards (SABS) or such testing authority as designated at the request of the relevant Department concerned. Unless the relevant Department decides otherwise, pre-production samples must be submitted within thirty (30) days of the date on which the successful bidder was requested to do so. Mass production may commence only after both the relevant Department and the successful bidder have been advised by the SABS that the pre-production samples have been approved.
21. Should the pre-production samples pass the inspections / tests at the first attempt, the costs associated with the inspections / tests will be for the account of the relevant Department. If the SABS or such testing authority as designated do not approve the pre-production samples, but requires corrections / improvements, the costs of the inspections / tests must be paid by the successful bidder and samples which are acceptable in all respects must then reach the SABS or such testing authority as designated within twenty-one (21) days of the date on which the findings of the SABS or such testing authority as designated were received by the successful bidder. Failure to deliver samples within the specified time and to the required standards may lead to the cancellation of the intended contract.
22. In case of samples being called for together with the bid (refer to RFP 05 in this regard), the samples must be submitted together with the bid before the closing time and date of the RFP, unless specifically indicated otherwise. Failure to submit the requested sample(s) before the closing time and date of the RFP may invalidate the bid.
23. In cases where large quantities of a product are called for, it may be necessary for the relevant item to be shared among two (2) or more suppliers.
24. In cases where the relevant Department or Institution advertising this RFP may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25. If any of the conditions on the RFP forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26. This RFP is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27. Each bid must be submitted in a separate, sealed envelope on which the following must be clearly indicated:
 - NAME AND ADDRESS OF THE BIDDER;
 - THE BID (RFP) NUMBER; AND
 - THE CLOSING DATE.
 The bid must be deposited or posted;
 - posted to Gauteng Provincial Treasury and to reach the destination not later than the closing time and date; OR
 - deposited in the tender box of the Gauteng Provincial Treasury before the closing time and date.
28. The Gauteng Provincial Government has become a member and as such a key sponsor of the Proudly South African Campaign. GPG therefore would like to procure local products of a high quality, produced through the practise of sound labour relations and in an environment where high environmental standards are maintained. In terms of the Proudly South African Campaign South African companies are encouraged to submit interesting and innovative achievements in the manufacturing field (if relevant to this RFP) – including information on new products, export achievements, new partnerships and successes and milestones.
29. **Compulsory GPG Contract:** It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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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 interest¹ in the enterprise, employed by the state?

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

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

Full Name	Identity Number	Name of State institution

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



Provincial Supply Chain Management

Bid Commitment and Declaration of Interest

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

YES	NO	
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- 2.2.1 If so, furnish particulars:

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

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

- 2.3.1 If so, furnish particulars:

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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.



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Bid Commitment and Declaration of Interest

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

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

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

Signature		Date	
Position		Name of Bidder	



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Special Conditions

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RFP NUMBER	
RFP DESCRIPTION	
CUSTOMER DEPARTMENT	
CUSTOMER INSTITUTION	

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

Samples	SABS /Equivalent Certificate May not be older than one (1) year, the cost of which will be for the account of the bidder.	Bidders Briefing Session	
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Special Conditions

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EVALUATION METHODOLOGY

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

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

Stage 1

Criteria for Functionality	Points
TOTAL	

Bidders are required to use an envelope bidding system, whereby the Technical Proposal (Stage 1) will be placed in a sealed and marked envelope :

- Stage One-



Provincial Supply Chain Management

Special Conditions

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SUPPLIER JOB CREATION ANALYSIS

Company Name					Date Est.	
--------------	--	--	--	--	-----------	--

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

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

Comments to include:

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

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

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



GAUTENG PROVINCE

AGRICULTURE AND RURAL DEVELOPMENT

REPUBLIC OF SOUTH AFRICA

THE ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED CIDB GRADING 2 TO 6 CONTRACTORS FOR THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE PROJECTS FOR THE GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT (GDARDE) FOR A PERIOD OF THREE (3) YEARS.

ACRONYMS

APP	Annual Performance Plan
B-BBEE	Broad Based Black Economic Empowerment
CIDB	Construction Industry Development Board
COIDA	Compensation for Occupational Injuries and Diseases Act
CSD	Central Supplier Database
CRS	Common Reporting Standards
DTIC	Department of Trade, Industry and Competition
ECC	Engineering Construction Contract
ECSC	Engineering Short Construction Contract
EME	Exempt Micro Enterprise
FIDPM	Framework for Infrastructure Delivery and Procurement Management
GDARDE	Gauteng Department of Agriculture and Rural Development
GCC	General Conditions of Contract
IDMS	Infrastructure Delivery Management System
IDU	Infrastructure Development Unit
JBCC	Joint Building Contracts Committee
JV	Joint Venture
MWA	Minor Works Agreement
NEC	New Engineering Contract
OHS	Occupational Health and Safety
PFMA	Public Finance Management Act
PBA	Principle Building Agreement
PSP	Professional Service Provider
QSE	Qualifying Small Enterprise
RFP	Request for Proposal
RFQ	Request for Quotation
SAICE	South African Institution of Civil Engineering
SANAS	South African National Accreditation System
SAQA	South African Qualifications Authority
SCM	Supply Chain Management
TSC	Term Service Contract
TSSC	Term Short Service Contract

1. BACKGROUND

The Gauteng Department of Agriculture, Rural Development and Environment (the GDARDE) as an organ of state, requires certain agricultural, environmental and rural development infrastructure to effectively deliver its services to the citizens of Gauteng Province. Through its legislative mandate the GDARDE has infrastructure delivery functions which must be performed in accordance with the Framework for Infrastructure Delivery and Procurement Management (FIDPM), effective from 1 October 2019, which framework relates to the Supply Chain Management (SCM) and the Governments' Infrastructure Delivery Management System (IDMS).

The infrastructure functions of the GDARDE, which includes the development of new infrastructure, additions, upgrades, refurbishments, renovations, rehabilitation and maintenance, must therefore be aligned to the IDMS for infrastructure that includes the following, but is not limited to:

- Infrastructure facilities and bulk services within all GDARDE nature reserves. This includes facilities for tourism, historical buildings, offices, staff accommodation and all supporting services.
- Environmental infrastructure such as, but not limited to:
 - Rehabilitation of wetlands; and
 - Dams.
- Agricultural Support Infrastructure such as, but not limited to:
 - Agricultural structures:
 - Piggery structures
 - Poultry structures
 - Animal handling facilities
 - Shade nets
 - Hydroponic tunnels
 - Irrigation systems
 - Aquaculture related structures
 - Fencing,
 - Drilling and equipping of boreholes.
 - Fresh produce markets.
 - Agri-parks infrastructure facilities and equipment.
 - Agro-processing facilities.

The GDARDE has identified the need to appoint a panel of service providers, in order to meet the mandate and objectives of the GDARDE, in compliance with the FIDPM, the IDMS, the Departmental Strategic Plan and the Departmental Annual Performance Plan (APP). The GDARDE, through its Infrastructure Development Unit (IDU), therefore invites suitable, qualified, and experienced Contractors for the establishment of a panel of Contractors to be appointed for a period of three (3) years without guarantee of a quantum of work. Bidder/s can access the FIDPM Guidelines on the National Treasury website www.treasury.gov.za

2. OBJECTIVES

The objective is to have a readily available panel of Contractors which can be invited to submit pricing/ bidding proposals for the different classes of construction works on an *ad hoc* basis, established. Once pre-qualified and having signed the framework agreement, a contractor will be appointed to the panel. The pre-qualified panel of Contractors will assist the GDARDE in the implementation of its various infrastructure projects throughout the Gauteng Province.

3. SCOPE OF WORK

The type and nature of works to be executed is categorized as follows: -

- New Construction or Replacement of Infrastructure Assets
- Upgrades and Additions
- Rehabilitation, Renovations and Refurbishments
- Maintenance and Repairs.

The table below indicate the limited type or nature of works, the minimum and maximum Construction Industry Development Board (CIDB) grading required: -

Table 3.1 Core Works

Type or nature of Works	Civil Engineering (CE)	Electrical Engineering Works- Building (EB)	Electrical Engineering Works- Infrastructure (EP)	General Building Works (GB)	Mechanical Engineering Works (ME)	Landscape, Irrigation and Horticulture (SH)	Wire Perimeter Fencing, Diamond Perimeter Fencing, Palisade Steel Fencing (Sq)	Wet Services and Plumbing (SO)	Water proofing Using Specialist Systems (Sn)
Minimum CIDB grading	2CE	2EB	2EP	2GB	2ME	2SH	2SQ	2SO	2 SN
Maximum CIDB grading	6CE	6EB	6EP	6B	6ME	6SH	6SQ	6SO	6 SN

Bidders that are registered and bidding for multiple nature of works (e.g. CE, GB, etc.) must indicate the nature of works for which the bidder prefers to be pre-qualified for in the table below. Ensure that the minimum CIDB grading is as per the table above. Bidders must mark with an “X” the preferred nature of works to be pre-qualified for in this Framework Agreement, attach proof of valid registration from CIDB. **The bids of Bidders that do not clearly indicate their**

preferred nature of work as prescribed above, will not be considered. The Bidders may bid as a joint venture should they wish to do so. Therefore, a certified copy or duplicate original of the applicable joint venture agreement must be submitted and accompanied with the individual bidder's valid CIDB grading certificate.

Table 3.2 Preferred Nature of Works

CONTRACTOR GRADING DESIGNATION	EXPRESSION VALUE RANGE DESIGNATION	LESS THAN OR EQUAL TO	TICK RELEVANT GRADING DESIGNATION								INDICATE REGISTRATION NUMBER	CIDB	
			CE	EB	EP	GB	ME	SH	SQ	SO	SN		
2 (Class of construction Works: CE, EB, EP, GB, ME, SH, SQ, SO & SN)	2	R1, 000, 000											
3 (Class of construction Works: CE, EB, EP, GB, ME, SH, SQ, SO & SN)	3	R3, 000, 000											
4 (Class of construction Works: CE, EB, EP, GB, ME, SH, SQ, SO & SN)	4	R6, 000, 000											
5 (Class of construction Works: CE, EB, EP, GB, ME, SH, SQ, SO & SN)	5	R10, 000, 000											
6 (Class of construction Works: CE, EB, EP, GB, ME, SH, SQ, SO & SN)	6	R20, 000, 000											

Note: The Bidder must also ensure that its experience as indicated at functional evaluation section is aligned to the preferred nature of work selected on the table above. **Bidders are only allowed to participate in their highest grading per class of construction works (i.e.: GB, CE, ME, EB, EP, SQ, SH, SO & SN) for which they are registered. Therefore, the bidders are allowed to bid for more than one class of construction works. The GDARDE reserves the right to source service providers outside this framework of service providers or other relevant grading class within the frame if the GDARDE does not receive responses of that particular grading during the compilation of this framework agreement.**

During the tenure of the panel, the GDARDE further reserves the right to cancel any invitation that may have been issued to submit pricing proposals from the panel of contractors and approach the market for works whenever it is considered that better value in terms of time, cost and quality may be obtained by the GDARDE.

Upon appointment into the panel Bidders may be requested to participate in development of skills transfer.

4. CONTRACTUAL REQUIREMENTS

A Successful Bidder will be required to sign a Framework Agreement to conclude appointment into the pre-qualified panel. Approved panel members will be invited to bid depending on the estimated value of works and required CIDB grading. When the process of submission of price proposals by Contractors from the panel is concluded, a successful Contractor shall be required to sign a project specific contract for each project to be executed. The forms of contract that will be applicable for GDARDE infrastructure projects under this framework agreement are as follows: -

- Joint Building Construction Committee (JBCC) Principal Building Agreement
- General Conditions of Contract for Construction Works (GCC)
- New Engineering and Construction Contract (NEC)

Note: Bidders are requested to familiarise themselves with the clauses in these contracts.

5. FINANCIAL PLAN

The value of the work per project shall be approved by the GDARDE, in line with internal Departmental policies and procedures, as well as current legislation in respect of the classification and determination of work categories for issued instructions. The GDARDE will determine as per criteria provided, the classification of work as being outside the scope of services that are deemed to be part of this Framework Agreement.

6. APPOINTMENT METHOD

The GDARDE plans to appoint a panel of pre-qualified CIDB grading 2 to 6 contractors for a period of three (3) years. Once appointed, each Contractor/s will be on the panel of Contractors to be contracted when a need arises from the GDARDE for any infrastructure project. This means that having pre-qualified for and being appointed to the panel and signing a framework

agreement, does not automatically guarantee that any member of the panel will be awarded any work by the GDARDE during the term of this Framework Agreement. Members of the panel will be allowed to bid on each project identified by the GDARDE in accordance with the terms of the relevant signed framework agreement. Once appointed the bidders will form part of a panel, which will be subdivided into the relevant class of work and grading according to the CIDB.

7. TECHNICAL SPECIFICATION

7.1. Services Specification

The successful service provider shall be responsible for the successful execution of works from Stage 5 – Stage 7 of the FIDPM explained below: -

Stage 5: Works (Completed works capable of being used or occupied)

The following is required for completion of the Works stage:

- Completion of the works is certified in accordance with the provisions of the contract; or
- The associated services are certified as being delivered in accordance with the provisions of the contract.

Stage 5 is complete when the Works Completion Report is approved by the GDARDE.

Stage 6: Handover (Works which have been taken over by user or owner; completed training; record information)

The following activities shall be undertaken during the handover stage:

- Finalize and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished or maintained; and
- Handover the works and record information to the user organization and if necessary, train end user staff in the operation of the works.

Stage 6 is complete when the Handover/Record Information report is approved by the GDARDE.

Stage 7: Close-Out (Defects Certificate or Certificate of Final Completion; Final Account; Close-Out Report)

The close out stage commences when the end user accepts liability for the works. It is complete when:

- Record information is archived.
- Defects certificate and certificates of final completion are issued in terms of the contract.
- Final amount due to the Contractor is certified, in terms of the contract; and
- Close-Out Report is prepared by the Professional Service Provider and approved by the Client Department.

Stage 7 is complete when the Close-Out Report is approved by the GDARDE.

8. EVALUATION METHODOLOGY

8.1 GENERAL

The tender will be evaluated and adjudicated in terms of the Public Finance Management Act 1 of 1999, the Preferential Procurement Policy Framework Act 5 of 2000, the Preferential Procurement Regulations, 2022, the Supply Chain Management Policy of the GDARDE, as well as the applicable Treasury Regulations.

The evaluation of bids on compliance will be according to Mandatory Documents Requirements, Administrative Documents Requirements, and Functionality Criteria. During this stage, bids that do not meet the Mandatory Documents requirements, or the minimum threshold for Functionality, will be disqualified and will not be considered for the establishment of the panel of service providers.

The bid (for the establishment of the panel of service providers) will be evaluated as below:

Stage 1A: Mandatory Documents Requirements.

Stage 1B: Administrative Documents Requirements; and

Stage 1C: Functionality.

8.2 STAGE 1A: MANDATORY DOCUMENTS REQUIREMENTS

All the below Mandatory Documents must be duly completed, signed, and submitted:

- a) A completed and signed - Invitation to Bid form SBD 1/CIDB invitation to bid.
- b) A completed and signed - Declaration of Interest form SBD 4 / Bidders Disclosure
- c) Contractors All Risk Insurance Policy
- d) CIDB grading certificate or CRS number.
- e) Letter of good standing from compensation commissioner (COIDA)
- f) In the case of a Joint Venture (JV) or Consortium, the bidder must provide a joint venture agreement signed by all parties, clearly indicating the lead party and revenue split.

NB: If any of the above bid documents/forms are not duly completed, signed (where applicable), and not handed in with the bid proposal on the closing date and time, the bidder will immediately be disqualified.

8.3 STAGE 1B: ADMINISTRATIVE DOCUMENTS REQUIREMENTS

Bidders are required to submit the following additional documents with the bid proposal:

- a) A Tax Compliance Status Pin issued by SARS.
- b) Recent proof of National Treasury Central Supplier Database (CSD) registration.
- c) Service Provider registration (CIPC) documents.
- d) A fully completed (where applicable) and signed Preference Points Claim Form SBD 6.1
- e) In the case of a Joint Venture (JV) or Consortium, the bidder must provide all the above documents for each party, SBD 6.1 should take into consideration the consolidated Preference Points for the combined parties into a Joint Venture (JV) or Consortium.
- f) Current and valid CIDB grading or CRS number in accordance with Table 3.3.
- g) Bidder to submit table or organogram of key personnel or team members submitted for this tender.
- h) A joint venture agreement must be submitted and accompanied with the individual bidder's valid CIDB grading certificate.

NB:

- ***Bidders who do not submit a fully completed and signed Preference Points Claim Form SBD 6.1 will forfeit specific goal points [this will be considered at the Request for Quotation Stage after the establishment of the panel of service providers].***
- ***GDARDE reserves the right to verify any document submitted by a bidder.***

8.4 STAGE 1C: FUNCTIONALITY EVALUATION

This refers to an assessment of the Bidder's ability and capacity to undertake projects to be executed under this Framework Agreement, with reference to the bidder's experience. As per **Table 3.2 Preferred Nature of Works** Key Personnel Qualifications and Key Personnel Experience will also be evaluated for this purpose.

A total of 100 points per category has been allocated for functionality. In order to qualify, bidders must score a minimum of 60 points on functionality in each class of construction works they are bidding for.

Bidders that score less than the 60 points thresholds in each class of construction works they are bidding for will not be considered in the approved panel of service providers.

If all bidders score below the 60 points thresholds, the GDARDE reserves the right to cancel the bid and re-advertise or source using other procurement methods.

Note 1: Tenderers or bidders must take note that the functionality evaluation is divided into grading designations of 2 – 6, with functionality evaluation requirements as indicated in the forms below.

Note 2: A Safety Officer can be used across different nature of works selected by the bidder.

Summary of the functionality table for CIDB Grading 2 to 6

Description	Points
Bidder's Experience (number of projects completed in CE, EB, EP, GB, ME, SH, SQ, SO, & SN).	25
Qualifications and Experience of Key Personnel (Site Agent)	25
Qualifications and Experience of Key Personnel (Foreman)	25
Qualifications and Experience of Key Personnel (Safety Officer)	25
Total points	100

FORM 1
NATURE OF WORKS: CIVIL ENGINEERING (CE)

BIDDER EXPERIENCE

Evaluation Criteria	Points
<p>1. BIDDER'S EXPERIENCE</p> <p>The nature of work must only be CE (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected.</p> <p>Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents:</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6. 	Max points = 25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>4 x signed letters of appointment or 4 purchase orders, backed with</p> <p>4 x signed completion certificates or signed letters of completion (reference letters) of the same appointments.</p>	25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>3 x signed letters of appointment or 3 purchase orders, backed with</p> <p>3 x completion certificates or signed letters of completion of the same appointments.</p>	20
<p>Single Bidder or Joint Venture, who attaches.</p> <p>2 x signed letters of appointment or 2 purchase orders, backed with</p> <p>2 x completion certificates or signed letters of completion of the same appointments.</p>	15
<p>Single Bidder or Joint Venture, who attaches.</p> <p>1 x signed letter of appointment or 1 purchase order, backed with</p> <p>1 x completion certificate or signed letter of completion of the same appointment.</p>	10

Single Bidder or Joint Venture, who attaches. 0 x signed letter of appointment or 0 purchase order, backed with 0 x completion certificate or signed letter of completion of the same appointment.	0
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FORM 2:
NATURE OF WORKS: CIVIL ENGINEERING (CE)

SITE AGENT - QUALIFICATIONS AND EXPERIENCE

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification: Valid certified copy of a National Diploma (NQF 6) or higher in civil engineering =10 Points; or Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal. The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 3:
NATURE OF WORKS: CIVIL ENGINEERING (CE)

FOREMAN - QUALIFICATIONS AND EXPERIENCE

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
1. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment: Bricklaying or Plastering = 10 Points No proof of Trade Certificate = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Foreman Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 4:
NATURE OF WORKS: CIVIL ENGINEERING (CE)

SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
1. Safety Officer Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or Higher in Safety Management or Equivalent = 10 Points; or Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 5 Points. No proof of prescribed certificates above = 0 Points	

Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points</p>	

FORM 5**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS
BUILDING (EB)****BIDDER EXPERIENCE**

EVALUATION CRITERIA	POINTS
<p>1. Bidder's Experience</p> <p>The nature of work must only be EB (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents:</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6. 	Max points = 25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>4 x signed letters of appointment or 4 purchase orders, backed with</p> <p>4 x signed completion certificates or signed letters of completion of the same appointments.</p>	25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>3 x signed letters of appointment or 3 purchase orders, backed with</p> <p>3 x completion certificates or signed letters of completion of the same appointments.</p>	20
<p>Single Bidder or Joint Venture, who attaches.</p> <p>2 x signed letters of appointment or 2 purchase orders, backed with</p> <p>2 x completion certificates or signed letters of completion of the same appointments.</p>	15
<p>Single Bidder or Joint Venture, who attaches.</p> <p>1 x signed letter of appointment or 1 purchase order, backed with</p> <p>1 x completion certificate or signed letter of completion of the same appointments.</p>	10
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x signed letter of appointment or 0 purchase order, backed with</p>	0

0 x completion certificate or signed letter of completion of the same appointment.	

FORM 6:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS- BUILDING (EB)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or higher in Electrical Engineering = 10 Points Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Required information not submitted at all = 0	
2. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 7:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS- BUILDING (EB)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment: Electrician/Electrical fitter = 10 Points (Include Wireman's Licence?) No proof of Trade Certificate = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

2.Foreman Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

FORM 8:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS - BUILDING (EB)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Safety Officer Qualification	10
<p>Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.</p> <p>Valid certified copy of a National Diploma or Higher in Safety Management or Equivalent = 10 Points; or</p> <p>Valid certified copy of a Safety Management certificate (e.g., SAMTRAC = 8 Points.</p> <p>No proof of prescribed certificates above = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	
2. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

FORM 9:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS-INFRASTRUCTURE (EP)****BIDDER EXPERIENCE**

EVALUATION CRITERIA	POINTS
<p>1. Bidder's Experience</p> <p>The nature of work must only be EP (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected.</p> <p>Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents:</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6 	<p>Max points = 25</p>
<p>Single Bidder or Joint Venture, who attaches.</p> <p>4 x signed letters of appointment or 4 purchase orders, backed with</p> <p>4 x signed completion certificates or signed letters of completion of the same appointments.</p>	<p>25</p>
<p>Single Bidder or Joint Venture, who attaches.</p> <p>3 x signed letters of appointment or 3 purchase orders, backed with</p> <p>3 x completion certificates or signed letters of completion of the same appointments.</p>	<p>20</p>
<p>Single Bidder or Joint Venture, who attaches.</p> <p>2 x signed letters of appointment or 2 purchase orders, backed with</p> <p>2 x completion certificates or signed letters of completion of the same appointments.</p>	<p>15</p>
<p>Single Bidder or Joint Venture, who attaches.</p> <p>1 x signed letter of appointment or 1 purchase order, backed with</p> <p>1 x completion certificate or signed letter of completion of the same appointments.</p>	<p>10</p>

Single Bidder or Joint Venture, who attaches. 0 x signed letter of appointment or 0 purchase order, backed with 0 x completion certificate or signed letter of completion of the same appointment.	0
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FORM 10:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS - INFRASTRUCTURE (EP)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma or higher in Electrical Engineering = 10 Points Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 11:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS - INFRASTRUCTURE (EP)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment: Electrician/Electrical fitter/ Millwright = 10 Points No proof of Trade Certificate = 0 Points	

Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Foreman Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points</p>	

FORM 12:**NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS - INFRASTRUCTURE (EP)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Safety Officer Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma or Higher in Safety Management or Equivalent = 10 Points; or Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 8 Points. No proof of prescribed certificates above = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Safety Officer Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
<p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points</p>	

FORM 13:
NATURE OF WORKS: GENERAL BUILDING WORKS (GB)

BIDDER EXPERIENCE

EVALUATION CRITERIA	POINTS
<p>1. Bidder's Experience</p> <p>The nature of work must only be GB (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents:</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6 	Max points = 25
Single Bidder or Joint Venture, who attaches. 4 x signed letters of appointment or 4 purchase orders, backed with 4 x signed completion certificates or signed letters of completion of the same appointments.	25
Single Bidder or Joint Venture, who attaches. 3 x signed letters of appointment or 3 purchase orders, backed with 3 x completion certificates or signed letters of completion of the same appointments.	20
Single Bidder or Joint Venture, who attaches. 2 x signed letters of appointment or 2 purchase orders, backed with 2 x completion certificates or signed letters of completion of the same appointments.	15
Single Bidder or Joint Venture, who attaches. 1 x signed letter of appointment or 1 purchase order, backed with 1 x completion certificate or signed letter of completion of the same appointments.	10
Single Bidder or Joint Venture, who attaches. 0 x signed letter of appointment or 0 purchase order, backed with	0

0 x completion certificate or signed letter of completion of the same appointment.	

FORM 14:**NATURE OF WORKS: GENERAL BUILDING WORKS (GB)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or higher in Building Management/ Construction Management/ Building Sciences or equivalent = 10 Points Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 15:**NATURE OF WORKS: GENERAL BUILDING WORKS (GB)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment: Bricklayer / Carpenter/ Plumber/ Plasterer/ Painter = 10 Points No proof of Trade Certificate = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

2. Foreman Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

FORM 16:**NATURE OF WORKS: GENERAL BUILDING WORKS (GB)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Safety Officer Qualification	10
<p>Bidder to attach proof of a valid certified copies of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.</p> <p>Valid certified copy of a National Diploma or Higher in Safety Management or Equivalent = 10 Points; or</p> <p>Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 8 Points.</p> <p>No proof of prescribed certificates above = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	
2. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

FORM 17:
NATURE OF WORKS: MECHANICAL ENGINEERING WORKS (ME)

BIDDER EXPERIENCE

EVALUATION CRITERIA	POINTS
<p>1. Bidder's Experience</p> <p>The nature of work must only be ME (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected.</p> <p>Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents:</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6 	Max points = 25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>4 x signed letters of appointment or 4 purchase orders, backed with</p> <p>4 x signed completion certificates or signed letters of completion of the same appointments.</p>	25
<p>Single Bidder or Joint Venture, who attaches.</p> <p>3 x signed letters of appointment or 3 purchase orders, backed with</p> <p>3 x completion certificates or signed letters of completion of the same appointments.</p>	20
<p>Single Bidder or Joint Venture, who attaches.</p> <p>2 x signed letters of appointment or 2 purchase orders, backed with</p> <p>2 x completion certificates or signed letters of completion of the same appointments.</p>	15
<p>Single Bidder or Joint Venture, who attaches.</p> <p>1 x signed letter of appointment or 1 purchase order, backed with</p> <p>1 x completion certificate or signed letter of completion of the same appointments.</p>	10
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x signed letter of appointment or 0 purchase order, backed with</p>	0

0 x completion certificate or signed letter of completion of the same appointment and,	

FORM 18:**NATURE OF WORKS: MECHANICAL ENGINEERING WORKS (ME)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification. Valid certified copy of a National Diploma (NQF 6) or higher in Mechanical Engineering = 10 Points Any qualification less than a valid certified copy of a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal. The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 19:**NATURE OF WORKS: MECHANICAL ENGINEERING WORKS (ME)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Mechanical Trade Certificate within the Built Environment e.g.: Fitter & Turner / Millwright/ Fitter/ Refrigeration Mechanic etc.= 10 points No proof of Trade Certificate = 0 points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Foreman Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 20:**NATURE OF WORKS: MECHANICAL ENGINEERING WORKS (ME)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
1. Safety Officer Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma or Higher in Safety Management or Equivalent = 10 Points; or Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 8 Points. No proof of prescribed certificates above = 0 Points	

Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
2. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points</p>	

FORM 21**NATURE OF WORKS: LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)****BIDDER EXPERIENCE**

Evaluation Criteria	Points
1. BIDDER'S EXPERIENCE <p>The nature of work must only be SH (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected.</p> <p>Each appointment letter/ purchase order and completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount.</p> <p>For Bidders with grading designation of 2 to 6, each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents.</p> <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4. • R1 500 000 for grade 5; and • R3 000 000 for grade 6 	Max points = 25
Single Bidder or Joint Venture, who attaches. 4 x signed letters of appointment or 4 purchase orders, backed with 4 x signed completion certificates or signed letters of completion (reference letters) of the same appointments.	25
Single Bidder or Joint Venture, who attaches. 3 x signed letters of appointment or 3 purchase orders, backed with	20

3 x completion certificates or signed letters of completion of the same appointments.	
Single Bidder or Joint Venture, who attaches. 2 x signed letters of appointment or 2 purchase orders, backed with 2 x completion certificates or signed letters of completion of the same appointments.	15
Single Bidder or Joint Venture, who attaches. 1 x signed letter of appointment or 1 purchase order, backed with 1 x completion certificate or signed letter of completion of the same appointment.	10
Single Bidder or Joint Venture, who attaches. 0 x signed letter of appointment or 0 purchase order, backed with 0 x completion certificate or signed letter of completion of the same appointment.	0

FORM 22:**NATURE OF WORKS: LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
3. Site Agent Qualification Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification. Valid certified copy of a National Diploma (NQF 6) or higher in civil engineering/agricultural management/ technician =10 Points Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	10
4. Site Agent Experience Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero point's score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience in water engineering and agricultural related infrastructure (relevant to the required personnel) in the proposal. The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	15

FORM 23:**NATURE OF WORKS: LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
3. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment = 10 Points = 10 Points No proof of Trade Certificate = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
4. Foreman Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience in water reticulation, agricultural and landscaping related infrastructure (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 24:**NATURE OF WORKS: LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
3. Safety Officer Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or Higher in Safety Management or Equivalent = 10 Points or. Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 5 Points. No proof of prescribed certificates above = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

4. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

FORM 25**NATURE OF WORKS: PERIMETER FENCING, EXCLUDING MASONRY BOUNDARY WALL (SQ)****BIDDER EXPERIENCE**

Evaluation Criteria	Points
1. BIDDER'S EXPERIENCE The nature of work must only be SQ (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each appointment letter/ purchase order or completion certificate/ completion letter must be on the clients' letterhead and indicate the nature of work done/services provided and project value/construction amount. For Bidders with grading designation of 2 to 6 , each project value must be shown to be a minimum of the below listed grading threshold or more for the same appointment on any of the above documents. <ul style="list-style-type: none"> • R130 000 for grade 2. • R450 000 for grade 3. • R900 000 for grade 4; • R1 500 000 for grade 5; and • R3000 000 for grade 6 	Max points = 25
Single Bidder or Joint Venture, who attaches. 4 x signed letters of appointment or 4 purchase orders, backed with 4 x signed completion certificates or signed letters of completion (reference letters) of the same appointments.	25
Single Bidder or Joint Venture, who attaches. 3 x signed letters of appointment or 3 purchase orders, backed with 3 x completion certificates or signed letters of completion of the same appointments.	20

Single Bidder or Joint Venture, who attaches. 2 x signed letters of appointment or 2 purchase orders, backed with 2 x completion certificates or signed letters of completion of the same appointments.	15
Single Bidder or Joint Venture, who attaches. 1 x signed letter of appointment or 1 purchase order, backed with 1 x completion certificate or signed letter of completion of the same appointment.	10
Single Bidder or Joint Venture, who attaches. 0 x signed letter of appointment or 0 purchase order, backed with 0 x completion certificate or signed letter of completion of the same appointment.	0

FORM 26:**NATURE OF WORKS: PERIMETER FENCING, EXCLUDING MASONRY
BOUNDARY WALL (SQ)****SITE AGENT - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	POINTS
Qualifications and Experience	Max points = 25
5. Site Agent Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or higher in civil engineering =10 Points Any qualification less than a National Diploma = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
6. Site Agent Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero point's score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience in fencing infrastructure (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 27:**NATURE OF WORKS: PERIMETER FENCING, EXCLUDING MASONRY BOUNDARY WALL (SQ)****FOREMAN - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
5. Foreman Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a Trade Certificate in the Built Environment = 10 Points = 10 Points No proof of Trade Certificate = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	
6. Foreman Experience	15
Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience in fencing infrastructure (relevant to the required personnel) in the proposal.	
The bidder will be evaluated as follows: - More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

FORM 28:**NATURE OF WORKS: PERIMETER FENCING, EXCLUDING MASONRY BOUNDARY WALL (SQ)****SAFETY OFFICER - QUALIFICATIONS AND EXPERIENCE**

EVALUATION CRITERIA	Points
Qualifications and Experience	Max points = 25
5. Safety Officer Qualification	10
Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.	
Valid certified copy of a National Diploma (NQF 6) or Higher in Safety Management or Equivalent = 10 Points or. Valid certified copy of a Safety Management certificate (e.g., SAMTRAC) = 5 Points. No proof of prescribed certificates above = 0 Points Incomplete information as prescribed = 0 Points Required information not submitted at all = 0 Points	

6. Safety Officer Experience	15
<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p> <p>The bidder will be evaluated as follows: -</p> <p>More than 4 years' post qualification experience = 15 Points</p> <p>More than 2 and up to 4 years' post qualification experience = 10 Points</p> <p>More than 1 year and up to 2 years' post qualification experience = 5 Points</p> <p>1 year and less post qualification experience = 0 Points</p> <p>Incomplete information as prescribed = 0 Points</p> <p>Required information not submitted at all = 0 Points</p>	

Note: All required certified copies must be certified within 6 months of the date of tender closure.

8.5 PRICE AND SPECIFIC GOALS EVALUATION

(a) These criteria will not form part of the evaluations for the establishment of the panel of service providers. However, should the bidder be included on the panel the following (Price and Specific Goals) will be used during the Request for Quotation Stage.

(b) The evaluation as per Regulation 4 of the Preferential Procurement Regulations, 2022, will be as follows:

Price & Specific Goals	Points
Price	80
Specific Goals	20
TOTAL	100

(i) Price Evaluation:

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

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable render

(ii) Points Awarded for Specific Goals

In terms of Regulation 4 of the Preferential Procurement Regulations, 2022, Specific Goals must be scored as follows:

Specific goals (HDI-Historical disadvantage individuals)	Number of Points (Preference points system 20)
Blacks	10
Women	5
People with disabilities	5

NB

- *To score the total points of 10 on Blacks, the service provider should be 100% Black owned.*
- *To score the total of 5 on Women, the service provider should be 100% Women owned.*
- *To score a total of 5 on People with Disabilities, the service provider must be 100% owned by People with Disabilities.*
- *CSD report documents will be used for scoring and evaluating the above preference points.*
- *All points will be allocated in accordance with the Preferential Procurement Policy Framework Act 5 of 2000 and the Preferential Procurement Regulations, 2022, as amended, as available on www.treasury.gov.za*

9. SUBMISSION OF BID PROPOSALS

9.1. General

- Bidders must deliver their proposals in one package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows:

Gauteng Provincial Treasury, Imbumba House, 75 Fox Street, Marshalltown, Johannesburg.

9.2. Recommended sequence of documents for different categories

Annexure 1: Mandatory Documents

Annexure 2: Administrative Documents

Annexure 3: Civil Engineering (CE)

Annexure 4: Electrical Engineering Works - Building (EB)

Annexure 5: Electrical Engineering Works - Infrastructure (EP)

Annexure 6: General Building Works (GB)

Annexure 7: Mechanical Engineering Works (ME)

Annexure 8: Landscaping, Irrigation and Horticulture (SH)

Annexure 9: Perimeter Fencing, Excluding Masonry Boundary Wall (SQ)

10. PROPOSAL PREPARATION INSTRUCTIONS

In responding to the RFP, the Bidder accepts full responsibility to have an understanding of the RFP in its entirety, and in detail, including making any enquiries to the GDARDE as necessary to gain such understanding. The GDARDE reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, the GDARDE reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and /or cancellation shall be at no fault, or liability whatsoever to the GDARDE. Questions concerning this RFP must be submitted in writing.

11. ENQUIRIES

Supply Chain Management related questions may be directed to:

Ms. Lindi Ngati

Supply Chain Management Directorate

Email: ursula.ngati@gauteng.gov.za

Technical questions may be directed to:

Ms. Noxolo Moroka

Infrastructure Development Directorate

Email: noxolo.moroka@gauteng.gov.za

Ms. Charmaine Bill

Infrastructure Development Directorate

Email: CHARMAINE.BILL@gauteng.gov.za

12. NO LIABILITY

The GDARDE reserves the right to accept or reject any proposal or stop the procurement process at any time, without assigning any reason or liability. The GDARDE shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

During the tenure of the panel, the GDARDE further reserves the right to cancel any invitation that may have been issued to submit pricing proposals from the panel of contractors and approach the market for works whenever it is considered that better value in terms of time, cost and quality may be obtained by the GDARDE.

13. SEVERABILITY

Appointments in all the categories this panel pertains to will be severable and the validity of an appointment in any category will not be affected by the non-appointment in any other category for the same panel.

14. BRIEFING

A highly recommended briefing session will be held for clarity, instructions and to provide bidders an opportunity for questions. The Department will hold two briefing sessions to cater for Load Shedding times. The grade 2-4 bidders must attend the morning session and the grade 4-6 bidders must attend the afternoon session.

Bid No:	
Service:	THE ESTABLISHMENT OF A PANEL OF PRE-QUALIFIED CIDB GRADING 2 TO 6 CONTRACTORS FOR THE IMPLEMENTATION OF VARIOUS INFRASTRUCTURE PROJECTS FOR THE GAUTENG DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT AND ENVIRONMENT (GDARDE) FOR A PERIOD OF THREE (3) YEARS.
Date:	
Time:	10:00am to 12:00am and 14:00pm to 16:00pm
Venue:	56 Eloff St, Marshalltown, Johannesburg, 2107, Umnotho House Auditorium

ANNEXURE 3: CIVIL ENGINEERING (CE)
FORM 1 to FORM 4

3.1. Bidder Experience

3.2. Site Agent Qualification

3.3. Site Agent Experience

3.4. Foreman Qualification

3.5. Foreman Experience

3.6. Safety Officer Qualification

3.7. Safety Officer Experience

ANNEXURE 4: ELECTRICAL ENGINEERING WORKS - BUILDING (EB)
FORM 5 to FORM 8

- 4.1. Bidder Experience
- 4.2. Site Agent Qualification
- 4.3. Site Agent Experience
- 4.4. Foreman Qualification
- 4.5. Foreman Experience
- 4.6. Safety Officer Qualification
- 4.7. Safety Officer Experience

**ANNEXURE 5: ELECTRICAL ENGINEERING WORKS- INFRASTRUCTURE (EP)
FORM 9 to FORM 12**

5.1. Bidder Experience

5.2. Site Agent Qualification

5.3. Site Agent Experience

5.4. Foreman Qualification

5.5. Foreman Experience

5.6. Safety Officer Qualification

5.7. Safety Officer Experience

ANNEXURE 6: GENERAL BUILDING WORKS (GB)
FORM 13 to FORM 16

6.1. Bidder Experience

6.2. Site Agent Qualification

6.3. Site Agent Experience

6.4. Foreman Qualification

6.5. Foreman Experience

6.6. Safety Officer Qualification

6.7. Safety Officer Experience

ANNEXURE 7: MECHANICAL ENGINEERING WORKS (ME)
FORM 17 to FORM 20

7.1. Bidder Experience

7.2. Site Agent Qualification

7.3. Site Agent Experience

7.4. Foreman Qualification

7.5. Foreman Experience

7.6. Safety Officer Qualification

7.7. Safety Officer Experience

**ANNEXURE 8: LANDSCAPING, IRRIGATION AND HORTICULTURE (SH)
FORM 17 to FORM 20**

8.1. Bidder Experience

8.2. Site Agent Qualification

8.3. Site Agent Experience

8.4. Foreman Qualification

8.5. Foreman Experience

8.6. Safety Officer Qualification

8.7. Safety Officer Experience

**ANNEXURE 9: WIRE PERIMETER FENCING, DIAMOND PERIMETER FENCING, PALISADE
STEEL FENCING (SQ)
FORM 17 to FORM 20**

9.1. Bidder Experience

9.2. Site Agent Qualification

9.3. Site Agent Experience

9.4. Foreman Qualification

9.5. Foreman Experience

9.6. Safety Officer Qualification

9.7. Safety Officer Experience

ANNEXURE 10: WET SERVICES AND PLUMBING (SO)
FORM 17 to FORM 20

- 10.1. Bidder Experience
- 10.2. Site Agent Qualification
- 10.3. Site Agent Experience
- 10.4. Foreman Qualification
- 10.5. Foreman Experience
- 10.6. Safety Officer Qualification
- 10.7. Safety Officer Experience

ANNEXURE 11: WATERPROOFING USING SPECIALIST SYSTEMS (SN)
FORM 17 to FORM 20

11.1. Bidder Experience

11.2. Site Agent Qualification

11.3. Site Agent Experience

11.4. Foreman Qualification

11.5. Foreman Experience

11.6. Safety Officer Qualification

11.7. Safety Officer Experience



Provincial Supply Chain Management

Registered Supplier Confirmation

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THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



Provincial Supply Chain Management

Financial Statements

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Submission of Financial Statements

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

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



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PREFERENCE POINTS CLAIM FORM

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PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

[TICK APPLICABLE BOX]

	The applicable preference point system for this tender is the 90/10 preference point system.
	The applicable preference point system for this tender is the 80/20 preference point system.
	Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.



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PREFERENCE POINTS CLAIM FORM

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1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	

- 1.5** Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6** The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).



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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender



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4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)



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DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

	Partnership/Joint Venture / Consortium
	One-person business/sole proprietor
	Close corporation
	Public Company
	Personal Liability Company
	(Pty) Limited
	Non-Profit Company
	State Owned Company

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –



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- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME	
DATE	
ADDRESS	

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
 CAPACITY
 SIGNATURE
 NAME OF FIRM
 DATE

WITNESSES	
1
2
DATE:	

CONTRACT FORM - RENDERING OF SERVICES**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP



WITNESSES

1

2

DATE:

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
 - 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
 - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
-
- | | |
|---|--|
| 8. Inspections, tests and analyses | <ol style="list-style-type: none">8.1 All pre-bidding testing will be for the account of the bidder.8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the |
|---|--|

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

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

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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

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

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

Js General Conditions of Contract (revised July 2010)