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

Notes:

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

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

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

SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

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



Provincial Supply Chain Management

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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)

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



Provincial Supply Chain Management

RFP Point System
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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 therefore required by the Customer Department / Institution, as indicated on RFP 01.

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

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

Point System

Points SHALL be allocated as follows:

Points for

Points for

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Instructions to Bidders

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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



Provincial Supply Chain Management

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.

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bidder's Disclosure</h2>	<h2>Page 1 of 3</h2>

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.

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1>Provincial Supply Chain Management</h1>	
	<h2>Bidder's Disclosure</h2>	<h2>Page 2 of 3</h2>

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

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:


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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.
Filename:RFP4GPT (SBD4)

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
	Bidder's Disclosure	Page 3 of 3

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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Provincial Supply Chain Management


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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 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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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	

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


Stage 2

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

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

- Stage One-

- Stage Two-

 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	<h1>Provincial Supply Chain Management</h1>	
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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.

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



GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**FOR THE APPOINTMENT OF A SERVICE PROVIDER TO UNDERTAKE
MAINTENANCE OF THE CYCLING LANES AND GATEWAYS IN
THE CRADLE OF HUMANKIND WORLD HERITAGE SITE
FROM OCTOBER 2022 TO MARCH 2025**

Submissions close:
7 October 2022

Compulsory briefing and site visit:
NONE

Queries in writing to:
Ms. Adele Matthews
Adele.matthews@gauteng.gov.za

Delivery Address:
75 Fox Street
Imbumba House
Marshalltown

1. INVITATION

Service providers or consortia with relevant and appropriate skills, experience and empowerment profiles are invited to submit written proposals to the Cradle of Humankind World Heritage Site (COHWHS) Management Authority (MA) to undertake maintenance (vegetation management) of approximately 37km cycling lanes, 4 Gateways and 4 traffic circles/roundabout in the COHWHS, including removal of debris along the cycling lanes, gateways and traffic circles. A fundamental aspect of this work entails the provision of 60 job opportunities for communities in and around the area of the COHWHS. Youth and women must form most community members employed through this project. At least 60% of those employed should be Youth (ie, 36) and at least 40% should be Women (ie, 24). Provision must also be made (where possible and appropriate) for the employment of people with disabilities.

The proposed project area for the Maintenance Programme is defined in Figure 1 below. For sake of clarity, the project area of the targeted cycling lanes and Gateways are located within the declared World Heritage property and surrounding buffer area as inscribed by the United Nations Educational, Scientific and Cultural Organisation (UNESCO) and as prescribed by the client. The project area is limited to all cycling lanes along the roads D1701, D540, D374, D101 and D1496 (approximately 37km cycling lanes on both sides of these roads), traffic circles as well as the four Gateway structures that are located throughout the site- please refer to **Figure 2** below for more information on the location of the Gateways.

The project duration is planned to be from 1 October 2022 to 31 March 2025, a period of 30 months.

Figure 1: Cradle of Humankind World Heritage Site Map

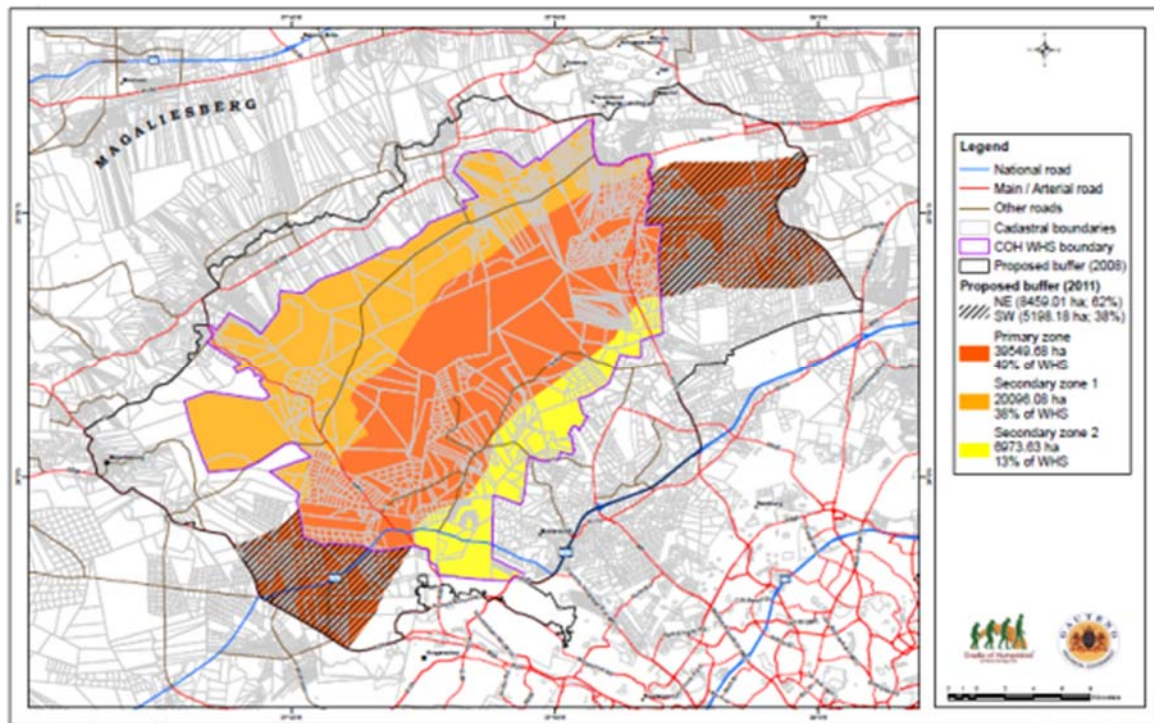
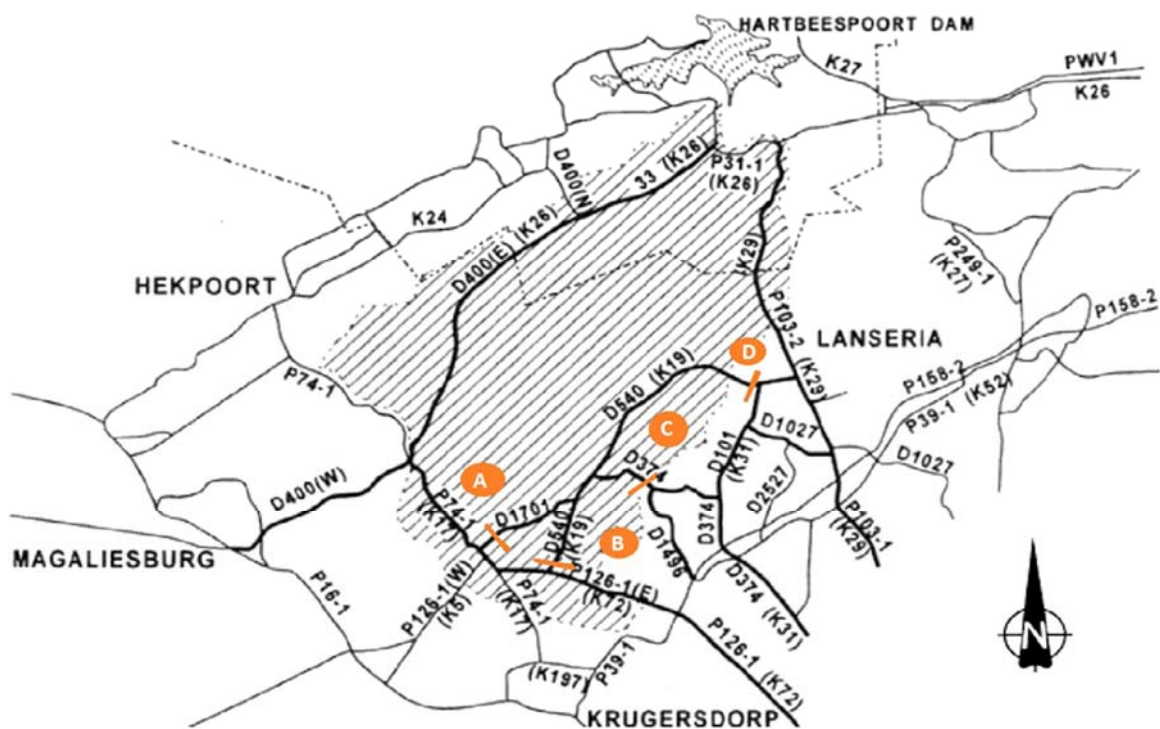


Figure 2: Locations of the 4 gateways:



Site Location for AFRICANUS GATEWAY:

- When travelling on the N14 westbound, take the R563 north bound, travel 1.5km and turn right into the Sterkfontein Caves Road. The site is 200m from the intersection. It is located at the intersection between the D1701 and R563 (Africanus Gateway). It is located close to the Sterkfontein Caves and is here indicated as point “A” on the map above.

Site location for PROMETHEUS GATEWAY:

- The site is located along the R540/ Kromdraai Road in Mogale City Local Municipality.
- When travelling on the N14 westbound, take the R540 north bound and the site is 1.8km north. It is located close to the Letamo Game Farm and is here indicated as point “B” on the map above.

Site Location for ROBUSTUS GATEWAY:

- Located along the D1496 (R114) before the intersection with the D374
- It is located close to the Bru Coffee Roasters and the Kloofzicht Lodge and Spa. Please note that point “C” on the map is not absolutely correct and generally indicates the position of the Gateway. However, rely on the location description on the bullet point above.

Site Location for SEDIBA GATEWAY:

- The site is located along the R540 Provincial Route, near the Lanseria Airport.
- When travelling on the R512 to Lanseria, turn left into R540 west.
- The site is 2km from the intersection.
- Intersection between the D540 and D101. It is indicated as point “D” on the map above

2. BACKGROUND

2.1 The Cradle of Humankind World Heritage Site

In 1997, the Republic of South Africa became a signatory to the UNESCO 1972 Convention Concerning the Protection of the World Cultural and Natural Heritage (the World Heritage Convention). The World Heritage Convention was further ratified through the promulgation of domestic legislation in 1999 through the World Heritage Convention Act, Act 49 of 1999 (the WHCA).

The Fossil Hominid Sites of Sterkfontein, Swartkrans, Kromdraai and Environs was inscribed as a Cultural World Heritage Property under criteria (iii) and (vi) in terms of the World Heritage Convention by the UNESCO World Heritage Committee in 1999. The Fossil Hominid Sites of Sterkfontein, Swartkrans, Kromdraai and Environs is more commonly known as the Cradle of Humankind World Heritage Site (COHWHS). The COHWHS is located approximately 45 minutes away from Johannesburg, Gauteng Province.

The COHWHS constitutes an area of approximately 26 000 Ha, as the World Heritage Property, and an additional 28 000 Ha constituting a proposed buffer area. The COHWHS is situated predominantly within the Gauteng Province, although the Northern portion is situated within North West Province. The COHWHS falls primarily within the boundaries of the Mogale City Local Municipality, as well as the West Rand District Municipality, and the Madibeng Local Municipality.

The Infrastructure Master Plan for the COHWHS developed during 2001 referred to the opportunity to provide infrastructure for cycling in the COHWHS along the major roads as part of the future road design and upgrades. This plan also promoted the use of cycling lanes as part of the overall traffic calming approach in the COHWHS and the promotion of the area as a non-motorised destination of choice. The upgrade of the roads and re-surfacing and provision of cycling lanes took place along the D1701, D540, D374, D101 and D1496 roads during the 2008/09 financial year. The introduction of cycling lanes substantially changed the cycling landscape in the COHWHS and in the province as the area has become increasingly popular with cyclists.

The relatively low vehicle numbers, the high-quality upgraded road network with cycling lanes and the rural and scenic nature of the area all combine to make the COHWHS a sought-after cycling destination. The existing road-based cycling lanes cover approximately 37 km (cycling lanes on both sides of the road) and together with traffic calming measures and privately managed parking facilities (parking, ablution facilities, beverage and food) provides the core infrastructure supporting more than 3000 cyclists visiting the COHWHS during peak summer season on a single weekend day. The COHWHS is also the favourite training area for at least 2 of the biggest cycling clubs (Cycling-lab and Club 100) in South Africa and hosts numerous road cycling and mountain bike events annually. The COHWHS has developed into a major cycling hub and destination of choice for a wide range of cycling disciplines including road cyclists, mountain bikers, triathletes and BMX riders using facilities, roads and road reserves in the COHWHS.

The ongoing management, maintenance and improvement of the above constructed 37km of cycling lanes, 4 gateways and 4 traffic circles form part of the commitment by government to provide safe recreational cycling opportunities to the public as part of the COHWHS tourism offerings.

The quality of management and maintenance of the physical infrastructure (cycling lanes, traffic circles and gateways) directly affects the enjoyment and behaviour of visitors, whether by vehicle or bicycling. Property owners and other stakeholders will also benefit indirectly from a fully functional and well-managed and maintained provincial cycling lane network. This adds to the overall ambience of the area as a tourism destination of choice in a declared World Heritage site.

2.2 The vision of the Cradle of Humankind World Heritage Site

"To achieve an acceptable balance in the World Heritage Site between the conservation of cultural and natural resources, access, education, and scientific research, the interests of those living and working in the area, and its use for the economic and social benefit of the population at large, within the framework of the World Heritage Convention."

2.3 Maintenance of cycling lanes: D1701, D540, D374, D101 and D1496

2.3.1 Vegetation Management

- To cut and remove overgrown grass along both directions of the cycling lanes mentioned above. Overgrown grass, sand and gravel which build up especially on access roads to private properties pose a safety hazard to cyclists and motorists. There needs to be regular cleaning of this. The appointed service provider will therefore be expected to cut grass along the entire 37 km cycling loop at least once a month.
- To prune back branches of trees and shrubs which protrude over the edges of the shoulders of the roads. Protruding branches are a safety hazard to cyclists.
- To cut dead trees and branches along the entire cycling loop and remove them for disposal in a dedicated or approved municipal dumping sites.
- To clear road debris built-up on the side of the road, which prevents water from draining away. This also causes silt and gravel to be deposited on the edge of the road and cycling lanes, which poses a safety hazard for both cyclists and motorists.
- Chemical or mechanical control of normal weeds within the road reserve and the edge of the cycling lanes is required. To always use environmentally friendly products

2.3.2 Removal of debris

The COHWHS receives a high volume of cyclists especially during the weekend estimated at 3000 per day of the weekend. Most cyclists use the cycling lanes for training and recreation. It is therefore important to maintain the cycling lanes to ensure safety of the cyclists. Poorly maintained cycling lanes are not only a hazard to riders, but at times riders are forced to swerve into vehicle lanes, which poses a safety risk for both them and motorists, which can result into road accidents or confrontation and road rage incidents. The appointed service provider would therefore be expected:

- To remove debris once a month for the during the term of the contract. Debris will include all foreign articles which, inter alia, shall include litter, branches, split levels, concentrated piles of refuse, animal carcasses, dangerous objects, stones larger than 75mm but smaller than 300mm,

- tyres and stripped tyre treads, spilled loads, concentrated piles of refuse, animal carcasses, branches, trees, dangerous objects and accident debris.
- To clear sand buildup along access roads into private properties once a month for the duration of the term of the contract. This issue is more prevalent along the D374 road especially close to the Biden Bistro.
 - To “sweep clean” cycling lanes once a month for the duration of the term of contract. This will ensure that the cycling lanes are safe for use.
 - To clear and debris around guardrails once a month for during the term of contract.
 - To collect and remove debris and litter along the road reserve, especially at identified “hot spots”, i.e., bus and taxi stops, schools, etc once a month as this will contribute to the aesthetics of the road reserve.

2.3.3 Gateways and traffic circles

- To remove litter/ waste once every week for the duration of the term of contract. The municipality collects waste every Monday; therefore, the appointed service provider is expected to collect waste/litter at least every Friday
- To conduct landscaping and maintenance of the Gateways and Traffic Circles, including grass cutting, clearance of all types of debris, pruning of trees etc.
- To eradicate weeds at the Gateways and Traffic Circles at least once every month for the duration of the term of contract
- To replace dead trees and plants (aloes) once a year

3. SCOPE OF WORK

The proposal and quote submitted must describe all tasks, proposed methodologies, resources, inputs required and planned outputs together with financial implications for implementation.

In accordance with the information provided in Section 2 above, the key objective of this project is for the Service Provider to undertake a Maintenance Programme for the Cycling Lanes, Gateways and Traffic Circles in the COHWHS, incorporating the following:

- Vegetation Management along cycling lanes in the COHWHS, a combined total distance of approximately 37 km. The cycling lanes are along both directions of each of the following roads, ie, D1701, D540, D374, D101 and D1496 in the COHWHS. There are no cycling lanes on the D1496 (R114) road, however, the appointed service provider would be expected to do vegetation management between the Kloofzicht Game Lodge and the nearby Gateway (Robustus gateway), about 300m. This is however included in the combined total referred to above.
- Vegetation management on 4 Gateways in the COHWHS. Please refer to pages 3-4 above for the map and directions to the locations of the Gateways
- Vegetation management on the 4-traffic roundabout (traffic circles) around the COHWHS. The traffic circles are at the intersections of D540 and D374; D540 and D101, D1496 (R114) and D374 and between the Kloofzicht Game Lodge and the intersection of D374 and D101
- Removal of debris along all the 37 km cycling lanes, 4 traffic circles/roundabout and 4 Gateways.
- Collection and removal of litter/waste on the 4 gateways
- Replace dead trees and aloes or and plant new trees and aloes on the 4 Gateways, ie, 8 aloes per Gateway, totaling 32 aloes to be planted
- Clearance of sand on access roads into private properties along the D374 road, especially close to the Biden Bistro Roadside Country Restaurant.
- Hiring of 60 people, of which at least 60% will be sourced from the COHWHS, and that at least 60% will be youth and 40% women

4. DELIVERABLES

To achieve the above identified scope of work and project activities, it is anticipated that the following deliverables will be required:

- Attend an Inception Meeting within 7 days from date of appointment
- Apply and obtain Wayleave authorizations from the relevant authorities and in particular, the Gauteng Department of Roads and Transport (GDRT) prior to implementation of the project.
- Prepare and submit an inception report within 7 days after date of inception meeting
- Prepare and submit a status quo report within 2 weeks from date of appointment
- Prepare and submit a project implementation plan/ operational plan reflecting how the project will be implemented, including timelines, and clearly indicating how the

scope of work as stated under Clause 3 on pages 8- 9 and Clauses 2.31; 2.3.2 and 2.3.3 on pages 7-8 of the of these Terms of Reference would be achieved. This Project Implementation Plan must be submitted within 2 weeks from date of appointment

- Prepare and submit a payment schedule together with the implementation plan referred to above
- Attendance of at least 1 Project Steering Committee Meeting per month. The Client will provide venues for these meetings. These meetings can also be held on site.
- Prepare and submit monthly and quarterly reports within 5 days from end of each month or quarter as follows:
 - ✓ 4 monthly and 2 quarterly reports in the 2022/23 FY
 - ✓ 8 monthly and 4 quarterly reports in the 2023/24 FY
 - ✓ 8 monthly and 4 quarterly reports in the 2024/25 FY
- Prepare 3 close out reports, ie, 1 at the end of each financial year, 5 days before the end of each financial year.
- The monthly and quarterly reports to including pictures taken (before and after every work done.
- Prepare and submit a Portfolio of Evidence file at the end of each financial year containing:
 - ✓ Valid certified copies (ie, not older than 6 months) of Identity Documents of ALL workers working on the project
 - ✓ Signed contract forms of all the workers. The template will be provided by the COHWHS
 - ✓ Letters of appointment of all the workers
 - ✓ Signed daily attendance register/s
 - ✓ Paysheets for all workers
 - ✓ Before and after pictures. These are pictures taken before the project commenced and after the project has been completed
 - ✓ At least one invoice of any material purchased for use for the project
- Communicate with and obtain consent to use personal information of all workers. It must therefore be noted that, by virtue of accepting a job and signing the contract form, the individual concerned (worker) is giving automatic consent to the COHWHS and Dinokeng Projects and the Gauteng Department of Economic Development to share this personal information with relevant stakeholders, such as internally and to auditors for auditing purposes, etc. The owner of the information therefore confirms that the organization and the department will not be violating any prescripts of the

Processing of Personal Information Act (POPIA). It is the responsibility of the appointed service provider to communicate this with each hired worker. The consent form that each worker must complete, sign and submit will be provided by the COHWHS.

5. ADDITIONAL REQUIREMENTS

For all elements of the scope of work the following is required:

5.1 Legal requirements

- a) The successful Service Provider will be required to take the necessary insurance and indemnities to comply with all his obligations as required in terms of FIDIC Conditions of Contract for Construction, 1999 and all other requirements.
- b) The Contractor shall take the necessary steps to comply with the terms of the FIDIC Conditions of Contract for Construction, 1999 particularly in respect of the insurances and indemnities required, and the Contractor shall comply with all regulations of statutory authorities.

5.2 Project management and reporting

- a) The successful Service Provider or consortium will be required to enter into a contract with the client to ensure the fulfillment of the deliverables and output specifications of this project.
- b) The service provider will be appointed by the Chief Executive Officer (CEO) of the Cradle of Humankind World Heritage Site and Dinokeng Projects and the project deliverables will be submitted to the client for consideration and approval.
- c) The service provider will be responsible for the day-to-day project management of all project related deliverables. The service provider will report to the client Project Manager: Mr Glen Ndlovu who will oversee day-to-day project progress, communication and service provider compliance with specifications and technical requirements as per the Terms of Reference and signed contract.
- d) Additional project information requirements will be provided by the client as appropriate.
- e) Relevant officials will make themselves available for meetings as required.
- f) The service provider will be required to submit monthly and quarterly progress reports to the Project Manager, within 4 days after the end of each month and quarter for the duration of the project.

- g) The service provider will be required to submit a close out report at the end of each financial year.
- h) The client will provide venues for meetings to be held.

5.3 Consultation with the client

The service provider will need to work closely with the client Project Manager to ensure a high level of communication and compliance. The proposal must make provision for regular formal meeting (minimum 1 x sessions/month) between the service provider and client to update the client on project progress, challenges, delivery in terms of the Project Plan and Project Schedule. All reports must be submitted for client review and approval before final documents can be submitted.

5.4 Project Plan

- a) Any deviations from the project plan and agreed to payment schedule must be agreed to by the client in writing.
- b) The scope of work and deliverables shall be in strict accordance with Section 3 and 4 above and as per the contractual agreement.
- c) The proposal must make provision for seven (7) working days turnaround time for comments/approval by the client on all draft documents submitted for review.

5.5 Press releases and interviews

All press releases must be approved by and released in the name of the client. Requests for interviews must be referred to the client Project Directors.

5.6 Specific requirements

- a) All photographic material and creative images must be provided as high-density images in agreed upon formats.
- b) All final reports must be delivered digitally and in hard copy (2 copies). Final reports are to be bound with an agreed-upon cover page.
- c) The service provider must ensure full insurance cover for himself and all workers hired for this project and any third party claims.

5.7 Copyrights and confidentiality

- a) The successful service provider will be required to sign a confidentiality agreement as part of the contract. Copyright of all materials will belong to the client.
- b) Copyright of information obtained through the course of the assignment will be the property of the client and may not be sold or re-produced by the service provider without the prior permission of the client.
- c) All reports, collateral, photographic and audiovisual material developed are the property of the client and are to be used or distributed only with the permission of the client.
- d) No presentations of any materials may be made without the prior permission of the client.

6. INPUTS FROM CLIENT

- 6.1. The client will cover the agreed fee of the service provider (s).
- 6.2 The client will provide available documentation and information.
- 6.3 Relevant staff of the client team will make themselves available for any agreed workshops and meetings and will review and make comments on all draft documents/plans as per the agreed schedules provided by the successful service provider or consortium.
- 6.4 The successful service provider or consortium must assume that the client project team representatives will be identified and will be mandated.

7. INVOICES

- 7.1 Payments will be made against deliverables and milestones in the approved project plan and payment schedules and as per the ToRs and signed contract.
- 7.2 Invoices must indicate the task and/or output and should include a short description of work done referring to any relevant reports.
- 7.3 No up-front payments will be made. The consideration and approval of deliverables (documents and plans) submitted to the client is required before submission of invoices. All approved invoices must be submitted through e-invoicing. The preferred service provider will be required to register for e-invoicing.
- 7.4 A list of invoices to be submitted must be included in the project plan, in the form of a payment schedule and should be related to tangible outputs as mentioned above.
- 7.5 The client reserves the right to commission only portions of the work.

8. PROPOSAL SUBMISSION

Two (2) copies of the proposal must be submitted with the following format:

- Section 1: Covering letter of the service provider accepting the rules of bidding, evaluation of bids, and bid evaluation criteria as set out in these Terms of Reference. To also attach company profile, BBBEE Status Level Verification Certificate or letter from the registered auditor thereof; a valid Tax compliance PIN from South African Revenues Services for the lead service provider and all firms to be subcontracted to it for this assignment, or all firms participating in a joint venture for purposes of this bid and Curriculum Vitae for both the Site Supervisor/ Project Manager and Traffic Safety Officer. Please also see notes regarding pre-qualification criteria for more details on additional required documents under Section 1B on pages 17-18 below.
- Section 2: Letter confirming availability of required tools or that these tools will be made available on appointment. To also attach copies of Motor Vehicle License (MVLX Certificate) and valid license disc to confirm availability of bakkie or vehicle with a trailer. The required tools are attached to these Terms of Reference as **ANNEXURE B**.
- Section 3 Detailed Safety Plan and Traffic Accommodation Plan showing clear safety measures that would be undertaken to ensure safety of persons, safe use of tools, how traffic will be managed and redirected where necessary and how the project will be implemented and completed whilst adhering to all road safety regulations and procedures, including the use of temporary traffic warning signs and wearing of safety clothing. To also attach pictures of the signs and clothing.
- Section 4 Detailed Project Implementation Plan clearly indicating how the project will be implemented, including showing understanding of and how the project scope of work and key deliverables would be achieved. To also indicate project timelines.
- Section 5 Confirmation of numbers of workers to be hired from the local communities comprising of at least 60% youth and 40% women.
- Section 6 Signed Completion Certificates/confirmation letters from previous Clients clearly showing relevant projects (routine road construction/maintenance) done in the past. These must be on the Client's letterhead.
- Section 7 Completed Bill of Quantities (BoQs). The BoQs are hereby attached to these Terms of Reference as **ANNEXURE A**.

Failure to comply with the prescribed format above and all the requirements of these Terms of Reference will disqualify your submission.

9. PERFORMANCE MEASUREMENT OF CONSULTANT

To facilitate the performance of consultants and monitor their scope of work, the COHWHS will:

- Enter into a Service Level Agreement (SLA) that will govern the relationship between the COHWHS and the Service Provider.
- The SLA will include project scope, deliverables, timelines, budget, payment schedule, roles, responsibilities and obligations and other related terms and conditions.
- Establish a Steering Committee and a Project Management Team to manage, monitor and oversee the project and these governance structures will ensure that:
 - ✓ Services are rendered timeously.
 - ✓ Timeframes are not extended as far as possible
 - ✓ Will render quality assurance functions; and
 - ✓ Will ensure that additional costs are not incurred. It must be noted that this will be a fixed contract, meaning that the proposal submitted by the appointed service provider cannot be change after the issuing of a Purchase Order. Service providers are therefore expected to include all anticipated costs.
- The service provider will be expected to table monthly and quarterly reports for each deliverable contained in the project plan, which will be tabled to the above-mentioned governance structures for review and approval.
- Monitor the payment schedule that will be attached to the SLA. Payments will therefore only be approved and processed on the basis of the achievement of deliverables as per the action plan and/or project plan and related approved project assignments. These deliverables and related payments will be recommended by the Project Management Team and approved by the Project Steering Committee (PSC).

10. QUALIFICATION CRITERIA/ FUNCTIONALITY EVALUATION FOR THE TENDER APPLICATIONTS

Criteria for evaluation are as follows:

- a) Price; and
- b) Preferential procurement and compliance with broad based black economic empowerment policy of the Gauteng Provincial Government.

In accordance with the Preferential Procurement Policy Framework Act 5 of 2000 (PPPFA), the 80:20 system (price: BBBEE) will be applied.

Bidders are hereby specifically referred to the technical threshold against which submissions for the Project will be evaluated. Given the complexity and extensive nature of the Project, it is critical that Professional Service Providers have the requisite skill set, knowledge, access to facilities and equipment and demonstrated experience, to execute the Project in accordance with the standards as indicated above in Sections 3 and 4.

STAGE 1: MANDATORY REQUIREMENTS

STAGE 1A: ADMINISTRATION COMPLIANCE

Bidders not complying with the following qualification criteria will not be considered:

- (a) Signing of Bid Declaration form (RFP04).
- (b) All proposals must comply with the format and requirements indicated in sections 8 and 10.
- (c) The price proposal must be aligned to the Bill of Quantities (**ANNEXURE A**) attached to these Terms of Reference; and
- (d) Confirmation of registration of bidders with Central Supplier Database (CSD).

Bids that do not comply with the above criteria will not be shortlisted for further evaluation.

STAGE 1B: PRE-QUALIFICATION CRITERIA

In applying Preferential Procurement Regulation of 2017, the Cradle of Humankind World Heritage Site and Dinokeng Projects invokes Regulation 4(1) of the Act in relation to applying a pre-qualification criterion to advance designated groups. The following criteria will be applied to this tender with the specific conditions that interested bidders with the following requirements can respond, ie, only bids from the following tenderers will qualify for the next stage of evaluation:

1. A tenderer with a Level 1 B-BBEE status level contributor;
2. A tenderer that commits to sub-contract a minimum of 30% of the value of the contract to one of the following designated groups:
 - a. an EME or QSE which is at least 51% owned by black people;
 - b. an EME or QSE which is at least 51% owned by black people who are youth;
 - c. an EME or QSE which is at least 51% owned by black people who are women;
 - d. an EME or QSE which is at least 51% owned by black people with disabilities;
 - e. an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - f. a Cooperative which is at least 51% owned by black people;
 - g. an EME or QSE which is at least 51% owned by black people who are military veterans;

Bidders should note that it is the responsibility of the bidder to conduct due diligence on the sub-contractor, and to solely manage and quality assure the work of the sub-contractor.

The following documents are mandatory for the pre-qualification criteria evaluation:

Valid original or certified copy (endorsed by a Commissioner of oaths) of the original valid B-BBEE Certificate issued by a SANAS accredited verification agency or a Sworn Affidavit in the case of an Emerging Micro Enterprise (EME) and/or Qualifying Small Enterprises (QSE) signed and dated by both deponent and the Commissioner of Oaths i.e. complies with the Justices of the Peace and Commissioners of Oaths Act. (For both the main bidder and the subcontracted company)

- In case of a trust, consortium (including unincorporated consortia) or Joint Venture, the tenderer must provide a joint venture agreement signed by all parties and proof

of a consolidated B-BBEE status level verification certificate and scorecard of a joint venture is required.

- In case where the tenderer is going to sub-contract some of the work, the tenderer must submit a signed agreement between the two parties indicating the tenderer's intention to sub-contract to a secondary party, which also clearly indicates the percentage to be subcontracted by the tenderer **(This is only applicable to a tenderer that intends to do subcontracting)**
- Letter from a Medical Practitioner confirming the nature of disability for the Directors of the company. **(This is only applicable to a tenderer that intends to subcontract with People with Disabilities)**
- A confirmation letter from the Department of Military Veterans that the subcontracted company is owned by military veterans (the letter must be on the letterhead of the Department of Military Veterans and must be signed) or Submission of Demobilization Certificate **(This is only applicable to a tenderer that intends to subcontract with Military Veterans)**

NB: Please note bidders who do not comply with the pre-qualification criteria, would not be evaluated further. Consequently, the bidder will be disqualified.

NOTE: Bidder/s that fail to meet required criteria stipulated under the Pre-qualification criteria shall not be considered for further evaluation

All bids/proposals will be evaluated on the 80/20 points system in terms of the Preferential Procurement Regulation of 2011. A two (2) stage evaluation system will be used to evaluate the bids as follows:

- Stage 1 – Technical/Functionality Evaluation;
- Stage 2 – Price and Preference point

Bidders are required to, together with their bids, submit a Valid Tax Clearance certificate, a duly completed Declaration of interest form (SBD 4) and a certified copy of their B-BBEE Status Level Verification Certificate to substantiate their B-BBEE rating claims.

STAGE 1: EVALUATION CRITERIA

The proposals will be evaluated according to points allocated against the following criteria, to a maximum of 100 points. The minimum threshold is 70. Bidders are requested to include with the tender document all the information requested below.

TABLE 1: QUALITY CRITERIA/FUNCTIONALITY EVALUATION

TECHNICAL EVALUATION CRITERIA	TOTAL POINTS
<p>Important notes to the bidder:</p> <ul style="list-style-type: none"> ➤ The tender will be evaluated in five(5) sections. ➤ Each of the five sections has an individual score. ➤ The five sections give a total score of 100. ➤ The five sections are as follows: <ul style="list-style-type: none"> • Section 1: Experience of site supervisor/project manager, traffic safety officer and of the company/consortium with a total score of 30: To attach CVs of the site supervisor/project manager and traffic safety officer. To also attach signed confirmation letters from previous clients. This section has sub-sections as follows: <ul style="list-style-type: none"> ○ Section 1.1: Experience of Site Supervisor/Foreman ○ Section 1.2: Experience of traffic safety officer ○ Section 1.3 Experience of company/consortium • Section 2: Availability of Road Reserve maintenance hand tools and a bakkie or vehicle with a trailer with a total score of 20. This section has sub-sections as follows: <ul style="list-style-type: none"> ○ Section 2.1: Confirmation letter confirming availability of tools or that these tools will be made available on appointment ○ Section 2.2: Confirmation of the availability of a bakkie or vehicle with a trailer in working order to carry out the work by attaching a motor vehicle license (MVLX Certificate) reflecting the details of the owner and a valid license disc • Section 3: Detailed safety and traffic accommodation plans with clear safety measures, use of temporary traffic signs and safety clothing to worn. A total score of 10. • Section 4: A detailed Project Implementation Plan clearly detailing how the project will be implemented and how the project scope of work and key deliverables with be achieved, timeframes and costing. A total score of 30 • Section 5: Employment Criteria and Team Composition with a total score of 10. 	

Functionality / Quality Criteria	Values						W	Total Points
1. EXPERIENCE OF SITE SUPERVISOR/PROJECT MANAGER, TRAFFIC SAFETY OFFICER AND COMPANY ON ROUTINE ROAD CONSTRUCTION AND OR MAINTENANCE ON A ROAD RESERVE.							30	
To attach CV of Site Supervisor/Project Manager showing experience on road construction/maintenance on a road reserve, including name of client, contact details, project undertaken, dates, name of road and duration: <ul style="list-style-type: none"> ➤ Experience of Site Supervisor / Project Manager of 2 years or more in performing any road construction/ and maintenance works on a road reserve =10 points ➤ Experience of Site Supervisor / Project Manager of more than 1 year but less than 2 years in performing any road construction/ and maintenance works on a road reserve =5 points ➤ Experience of Site Supervisor / Project Manager of less than 1 year in performing any road construction/ and maintenance works on a road reserve =3 points ➤ No experience or any irrelevant experience of Site Supervisor / Project Manager in performing any road construction/ and maintenance works on a road reserve =0 points 								
To attach CV of Traffic Safety Officer showing experience on road construction/maintenance on a road reserve, including name of client, contact details, project undertaken, dates, name of road and duration: <ul style="list-style-type: none"> ➤ Experience of a Traffic Safety Officer with 2 years or more experience in Traffic Safety Management including name of client, contact numbers, start and end dates of each project undertaken, name of road and place, distance and the nature of works done on a road reserve = 5 points. ➤ Experience of a Traffic Safety Officer of between 1 and 2 years in traffic safety management including name of client, contact numbers, start and end dates of each project undertaken, name of road and place, distance and the nature of works done on a road reserve =3 points ➤ Experience of Traffic Safety Officer of less than 1 year in traffic safety management or any irrelevant experience on a road reserve= 0 points 								
To attach signed confirmation letters/certificates from previous. These must be on client's letterhead. Failure to do so will be regarded as no experience at all. <ul style="list-style-type: none"> ➤ Experience of Company/Consortium in performing any road construction/ and maintenance works on a road reserve. If 4 or more letters/certificates are attached=15 points ➤ Experience of Company/Consortium in performing any road construction/ and maintenance works on a road reserve. If 2 -3 letters/certificates are attached =10 points ➤ Experience of Company/Consortium in performing any road construction/ and maintenance works on a road reserve. If only 1 letter/certificate is attached =3 points ➤ If Company/Consortium has no experience in performing any road construction/ and maintenance works on a road reserve or have irrelevant experience or if they have relevant experience but have not attached any supporting evidence =0 points 								

2. AVAILABILITY OF ROAD RESERVE MAINTENANCE HAND TOOLS. PLEASE REFER TO ANNEXURE B TO SEE THE LIST OF TOOLS REQUIRED.	20	
<p>To attach a letter confirming availability of the required tools as listed in ANNEXURE B of these Terms of Reference or confirming that the required tools will be made available on appointment. No points will be awarded for tools if the required letter is not attached.</p> <ul style="list-style-type: none"> ➤ Confirmation of the availability of all the listed machines/tools. To either attach a letter confirming that ALL the required tools are already available or will be made available on appointment through hiring/leased/etc = 10 points ➤ Confirmation of the availability of 50% of the listed machinery/tools. To either attach a letter confirming that these tools are already available or will be made available on appointment through hiring/leased/etc = 5 points ➤ Confirmation of anything less than 50% or no confirmation at all or confirmation of tools that are not suitable for this project= 0 points 		
<p>To attach a copy of the Motor Vehicle Licence, ie, the MVLX Certificate showing details of the owner of the bakkie/ vehicle with trailer and copy of valid license disc. No points will be awarded if these are not attached.</p> <ul style="list-style-type: none"> ➤ Confirmation of the availability of a bakkie or vehicle with a trailer in working order. To attach copy of the Motor Vehicle Licence, ie, MVLX Certificate showing details of the owner of the bakkie/vehicle and valid licence disc. Failure to attach the required documentation will result in no points allocated against this criteria = 10 points ➤ No confirmation of the availability of a vehicle in working order or any confirmation that is not supported by evidence = 0 points 		
3. DETAILED SAFETY AND TRAFFIC ACCOMMODATIONS PLANS. TO STATE A DETAILED SAFETY PLAN AND ATTACH PICTURES OF TEMPORARY TRAFFIC SIGNS AND SAFETY CLOTHING TO BE USED. FAILURE TO ATTACH PICTURES WILL RESULT IN POINTS NOT AWARDED	10	
<ul style="list-style-type: none"> ➤ Submission of a detailed Safety Plan and a Traffic Accommodation Plan providing a clear indication of what road safety measures and requirements would be taken to ensure the safety of all workers, tools and machinery on site, how traffic will be managed and or redirected where necessary and what safety measures will be taken to ensure that the actual project is implemented and completed whilst adhering to all road safety regulations, including the requirements for the use of temporary road signage. To attach pictures of temporary road signs to be used and safety clothing to be worn = 10 points ➤ Some reference to general Safety Plan and Traffic Accommodation Plan with safety measures and requirements for use of temporary signage to be used and safety clothing to be worn during the project= 5 Points ➤ Irrelevant or no reference to safety requirements or the use of temporary signage and no attachment of safety clothing during the project = 0 points 		

4. DETAILED PROJECT IMPLEMENTATION PLAN WITH TIME-FRAMES AND COSTING DETAILING HOW THE PROJECT WILL BE IMPLEMENTED						30	
<ul style="list-style-type: none"> ➤ Submission of a Project Implementation Plan with timelines and costing containing clear method statement (ie, what, where, when and how) clearly detailing how the project will be implemented, including how the project scope and key deliverables will be achieved = 30 points ➤ An indication of a general method statement on undertaking road reserve maintenance work = 20 Points ➤ Irrelevant or no real method statement or motivation = 0 points 							
5. EMPLOYMENT CRITERIA AND TEAM COMPOSITION						10	
<ul style="list-style-type: none"> ➤ Attachment of a letter confirming that 60 or more people will be hired from the local community comprising of at least 60% youth and 40% women= 10 points ➤ Attachment of a letter confirming that 50-59 people will be hired from the local community comprising of at least 60% youth and 40% women= 5 points ➤ Attachment of a letter confirming that 40-49 people will be hired from the local community comprising of at least 60% youth and 40% women= 3 points ➤ Attachment of a letter confirm that less than 40 people will be hired or no confirmation at all= 0 points 							
Total Technical Evaluation Criteria						100	
Total Threshold i.e. a service provider must obtain a minimum of 70 points out of 100 to proceed to the next level of evaluation						70	

STAGE 2: PRICE AND PREFERENCE

Contracts will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) (R502: Preferential Procurement Regulation, January 2017 Gazette Number 40553)

Points awarded for price

Area	Points
Price	80
Preference Point	20

Bids will be evaluated in terms of the 80/20 Preference Point System.

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

Points Awarded for B-BBEE Status Level of Contributor

In terms of Regulations 6(1) and 6(2) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Please Note: All points will be allocated in accordance with the PPPFA, as well as the Preferential Procurement Regulations, 2017, as at the date of tender closure, and available on www.treasury.gov.za

11. RULES OF BIDDING

The rules of bidding for this assignment are as follows:

- a) The service provider must be a single legal entity with all other necessary expertise
The client will enter into a single contract with a single firm for delivery of the work set out in these terms of reference.
- b) Valid Tax compliance pin must be submitted by all firms or individual consultants submitting bids as part of a consortium or joint venture.
- c) Valid BBEE Certification.
- d) Bids must be submitted on fixed price basis and in compliance with the price schedule
- e) The costs of preparing proposals and of negotiating the contract will not be reimbursed.
- f) The client reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- g) The client reserves the right to call interviews with short-listed bidders before final selection.
- h) The client is not bound to accept any of the proposals submitted and reserves the

- right to call for best and final offers from short-listed bidders before final selection.
- i) The client reserves the right to negotiate price with the preferred bidder.
 - j) Service providers may ask for clarification on these Terms of Reference or any of its annexures up to 48 hours before the deadline for the submission of the bids. Any request for clarification must be submitted by email to Ms. Adele Matthews at adele.matthews@gauteng.gov.za
 - k) Any effort by a bidder to obtain additional information through verbal interaction may result in rejection of the bid of the bidder concerned.
 - l) Service providers may not contact the client on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any effort by a bidder to influence bid evaluation, bid compensation or bid award decision in any manner, may result in rejection of the bid concerned.
 - m) Bidders must comply with government supply chain management requirements and administrative requirements of the client.

12. TIMEFRAMES

The timeframes for this assignment are as follows:

Output	Deadline
Issuing of terms of reference calling for proposals	16 September 2022
Closure of bids	7 October 2022

13. DELIVERY ADDRESS FOR PROPOSAL AND OTHER IMPORTANT INFORMATION

Bidders must express prices for their services in South African currency (Rand). All prices must be inclusive of Value Added Tax and costs to be incurred that are necessary for the execution and completion of the contract in accordance with the bid document, including cost of labour.

Proposal must be submitted in (2) hardcopies and must be submitted in 2 sealed envelopes (1 for request for proposal and 1 for price schedule).

Submissions/quotes must be delivered to the following address:

75 Fox Street, Imbumba House

Marshalltown

Johannesburg CBD

before 11am on the closing date. Late submissions will not be considered.

Technical Enquiries: Cradle of Humankind World Heritage Site

Glen Ndlovu, Email: Glen.Ndlovu@gauteng.gov.za

Supply Chain Management Enquiries:

Adele Matthews, Email: adele.matthews@gauteng.gov.za

CONFIRMATION OF AVAILABILITY OF TOOLS

TO ATTACH A LETTER CONFIRMING AVAILABILITY OF THE FOLLOWING TOOLS OR A LETTER CONFIRMING THAT THE SAME TOOLS WILL BE MADE AVAILABLE ON APPOINTMENT. FAILURE TO ATTACH SUCH A LETTER WILL RESULT IN NO POINTS ALLOCATED AGAINST THE RELEVANT EVALUATION CRITERIA

N0	Description	Do you have this tool (Yes/No)	Picture of tool attached (Yes/No)
1	Bakkie or vehicle with a trailer (to also show valid license disc)		
2	Brush cutters		
3	Slashers		
4	Spades		
5	Forest rakes		
6	Garden rakes		
7	Wheelbarrows		
8	Blowers		
9	Sand blasting equipment		
10	Hard brooms		
	Traffic accommodation Requirements:		
11	Temporary Signage for Traffic Accommodation should be 1500mm as require by the South African Road Traffic Sign Manual, safety standard for rural provincial roads		
12	Cone minimum 750mm		
13	Red Flag @ 600 x 600mm		
14	Delineators@ 300 x 1200mm		



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Registered Supplier Confirmation

Page 1 of 1

THIS FORM IS TO BE COMPLETED BY REGISTERED SUPPLIERS ONLY

PLEASE NOTE:

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

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

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

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

I HEREBY CERTIFY THAT THIS INFORMATION IS CORRECT.

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

DATE:



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Tax Clearance Requirements

Page 1 of 1

IT IS A CONDITION OF BIDDING THAT -

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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



Provincial Supply Chain Management

Financial Statements

Page 1 of 1

Submission of Financial Statements

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

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

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

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