 GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA		<h1>Provincial Supply Chain Management</h1>								
		Request for Proposal			Page 1 of 4					
RFP NUMBER										
RFP DESCRIPTION										
CUSTOMER DEPARTMENT										
CUSTOMER INSTITUTION										
BRIEFING SESSION	Y		N		SESSION COMPULSORY		Y		N	
					SESSION HIGHLY RECOMMENDED		Y		N	
BRIEFING VENUE					DATE			TIME		
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, 2000 and the preferential procurement regulations, 2022, the general conditions of contract (gcc) 2010 and, if applicable, any other special conditions of contract.
- ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL GPG RFP FORMS – (NOT TO BE RE-TYPED)
- ALL REQUIRED INFORMATION MUST BE COMPLETED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED):

The Tendering System

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

Training sessions

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



Provincial Supply Chain Management

Request for Proposal

Page 2 of 4

PART A INVITATION TO BID

SUPPLIER INFORMATION

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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



Provincial Supply Chain Management

Request for Proposal

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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	

 <p>GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA</p>	<h1 style="text-align: center;">Provincial Supply Chain Management</h1>	
Request for Proposal		Page 4 of 4

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

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



Provincial Supply Chain Management

Instructions to Bidders

Page 1 of 2

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



Provincial Supply Chain Management

Instructions to Bidders

Page 2 of 2

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

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

The bid must be deposited or posted;

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



GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

Briefing Session

Page 1 of 1

BRIEFING SESSION - DECLARATION OF ATTENDANCE

RFP NUMBER							
RFP DESCRIPTION							
RFP CLOSING DATE					CLOSING TIME		

*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 form RFP 01.

CUSTOMER DEPARTMENT							
CUSTOMER INSTITUTION							
DELIVERY ADDRESS							
BRIEFING SESSION	Y		N		DATE		TIME
VENUE							

I/We hereby declare that I/we attended the compulsory briefing session to understand the requirements of the Gauteng Provincial Government to supply all or any of the supplies and/or to render all or any of the services described in the attached RFP documents, on the terms and conditions and in accordance with the specifications stipulated in the bid documents.

I, THE UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED AT THE BRIEFING SESSION WAS UNDERSTOOD.

BIDDER OR ASSIGNEE(S) NAME		POSITION		SIGN		DATE	
-----------------------------------	--	-----------------	--	-------------	--	-------------	--

FULL COMPANY NAME							
--------------------------	--	--	--	--	--	--	--

GPG OFFICIAL NAME		POSITION		SIGN		DATE	
--------------------------	--	-----------------	--	-------------	--	-------------	--

GPT STAMP

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS

PROCUREMENT DOCUMENT

ISSUED BY:

The Head of Department
Gauteng Department of Education
Private bag X7710
Marshalltown
2001

Tenderer's Name:

Address:

Tel No: **Fax:**

Email Address:

B-BBEE Status Level:

CIBD Registration No.:

Total price including VAT:

Amount in words:

TENDER NO.: GT/GDE/038/2023
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CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
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1.2 Tender Data:

- 1.2.1 Certificate of Authority
- 1.2.2 SBD Forms (SBD 1 , SBD 4 & SBD 6.1)
- 1.2.3 General Conditions of Contract
- 1.2.4 Schedule of proposed Sub-Contractors
- 1.2.5 Key Personnel

SECTION 2: PRICING AND PREFERENCE POINTS

2.1	Section 2 RFP document (including Form of offer and acceptance)	
	-	

ATTACHMENTS

3.1			White pages
3.2			
3.3			
3.4			

**TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS**

THE TENDER

SECTION 1: TENDER DOCUMENTS

SECTION 2: PRICING AND PREFERENCE POINTS

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
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EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS

TENDER NOTICE AND INVITATION TO TENDER

THE GAUTENG PROVINCE, DEPARTMENT OF EDUCATION REQUESTS ~~INTERESTED~~ TENDERERS
 TO BID FOR THE FOLLOWING TENDER:

TENDER NUMBER	SERVICE	CIDB LEVEL	COMPULSORY SITE BRIEFING	CLOSING DATE
GT/GDE/038/2023	Invitation of service providers for design-build/turnkey construction of 18 schools for Gauteng Department of Education (GDE) for a period not exceeding 24 months.	9 CE	Venue: Gauteng Department of Education, No 6 Hollard Street, Johannesburg (Auditorium) Time: 10h00 Date: 27 June 2023	21 July 2023 at 11H00 Tender Box: - Gauteng Provincial Treasury
				75 Fox Street, Johannesburg
				Responders are advised to timeously submit documents earlier than closing date to avoid crowding.

TENDER DATA**CERTIFICATE OF AUTHORITY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation	F Consortium

Certificate for company

I,....., chairperson of the board of directors of,
hereby confirm that by resolution of the board (copy attached) taken on20....,
Mr/Mrs..... acting in the capacity of , was authorised to sign all documents
in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1

.....

Chairman

2

.....

Date

Certificate of partnership

We, the undersigned, being the key partners in the business trading as

.....

Hereby authorise Mr/Mrs, acting in the capacity
ofto sign all documents in connection with the tender for
Contract..... and any contract resulting from it
on our behalf.

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
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NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorized signatory of the company,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contractand any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
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Certificate for Sole Proprietor

I,, hereby confirm that I am the sole owner of the
 business trading as.....

As Witness:

1
 Signature: Sole owner

2
 Date

Certificate for Close Corporation

We, the undersigned, being the key members in the business trading
 as.....hereby authorise Mr/Mrs.....

acting in the capacity of, to sign all documents
 in connection with the tender for Contract.....and any
 contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be complete and signed by all the key members upon whom rests
 the direction of the affairs of the Close Corporation as a whole

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE
GAUTENG DEPARTMENT OF EDUCATION

BID NUMBER	GT/GDE/038/2023	CLOSING DATE	Date 14 July 2023	CLOSING TIME	11H00 AM
DESCRIPTION	INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS				

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AS INDICATED BELOW:

The Tender Document may be deposited in the tender box which is identified as the tender box of the Gauteng Provincial Treasury, 75 FOX, JOHANNESBURG.

TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
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THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER			
POSTAL ADDRESS:			
STREET ADDRESS:			
TELEPHONE NUMBER :	CODE:	NUMBER:	
CELLPHONE NUMBER:			
FACSIMILE NUMBER :	CODE:	NUMBER:	
VAT REGISTRATION NUMBER			
HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?			YES/NO
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU?			YES/NO
			(IF YES ENCLOSE PROOF)
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
I/We the undersigned (full name of the Tender)			
<p>_____</p> <p>Hereby offer to execute and complete the above-mentioned service in accordance with the Drawings, Specifications, Bills of Quantities, and conditions of contract for the amount indicated hereunder, and to provide all the labour, materials, workmanship, machinery plant and everything that is or may become necessary.</p>			
Bid price:	R		
VAT:	R		
Total Bid amount:	R		
Is your price firm?	YES/NO		
Total tender amount in words			

TENDER NO.: GT/GDE/038/2023
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SCHEDULE OF PROPOSED SUBCONTRACTORS

<p>We notify you that it is our intention to employ the following subcontractors for work in this contract.</p> <p>If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p>					
	Name and address of proposed Subcontractor	Company Registration No & CIDB Classification	Description of Work to be executed by Subcontractor	Value of work to be carried by subcontractor	Percentage of work to be carried by Subcontractor
1.					
2.					
3.					
4.					
5.					

Signed..... Date.....
 Name..... Position.....
 Tenderer.....

KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the works, including key personnel which may have to be brought in from outside if not available locally.

Category of employee	Number of persons			
	Personnel, part of the Contractor's organization		Personnel to be contracted if not available within the employ of the company	
# Contract Manager				
# Site Agent				
# Safety Officer				
Site technicians (quality control officers included)				
# Foremen				
Technicians, surveyors, etc				
Artisans and other skilled workers				
Plant operators				
Unskilled workers				
Others:				
.....
.....
.....
.....
.....

Notes: The categories marked are Key Personnel

SIGNATURE:

DATE:

(Of person authorized to sign on behalf of Tenderer)

**TENDER NO.: GT/GDE/038/2023
INVITATION OF SERVICE PROVIDERS FOR DESIGN BUILD / TURNKEY
CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF
EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS**

SECTION 2: PRICING AND PREFERENCE POINTS

Bidders to submit signed, original and completed RFP Section 2 with a form of offer including a detailed breakdown of all-inclusive costs in accordance with the submitted designs per school.



TERMS OF REFERENCE

INVITATION OF SERVICE PROVIDERS FOR DESIGN-BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS.

Disclaimer

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

**INVITATION OF SERVICE PROVIDERS FOR DESIGN-BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR
GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR PERIOD NOT EXCEEDING 24 MONTHS.**

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INVITATION OF SERVICE PROVIDERS FOR DESIGN-BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR PERIOD NOT EXCEEDING 24 MONTHS.

1. BACKGROUND

The Gauteng Department of Education (GDE) is faced with an enormous challenge to provide educational infrastructure conducive to the delivery of quality teaching and learning. The conventional mode of providing education infrastructure is not able to cope with the ever-growing demand in Gauteng Province. One of the key challenges facing the GDE are infrastructure enablers for the provision of quality teaching and learning in the development of new schools as well as the replacement of existing schools in the following categories:

- replacement of asbestos schools in the province in terms of the provisions of the “Regulations Relating to the Minimum Uniform Norms and Standards for Public School Infrastructure” (November 2013).
- replacement of some dilapidated and incomplete “temporary” mobile schools with permanent “brick and mortar” schools with all the minimum required facilities like laboratories, kitchens, administration blocks, sports fields and other facilities as captured in the regulations.
- to fast-track the delivery of new schools (Greenfields) to deal with the severe shortage of access in some areas in the province.

It is expected that the planning, design and construction of the project be completed within a period not exceeding 24 months.

The provisioning of school infrastructure to support the delivery of quality teaching and learning needs to be seen in the context of the “Right to Education as enshrined the Bill of Rights in the Constitution of the Republic of South Africa, 1996 (No. 108 of 1996) – i.e. it establishes the right to education in these terms: “Everyone has the right- (a) to a basic education, including adult basic education; and (b) to further education, which the state, through reasonable measures’ must make progressively available and accessible” (Section 29(1)).

The school programme is in line with the GDE initiatives to provide smart classrooms as a way of modernising public education and responding to new educational imperatives for quality learning. The programme is being implemented through a Design and Build method of procurement.

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2. LEGAL FRAMEWORK

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

- i. Constitution of the Republic of South Africa Act No. 108 of 1996.
- ii. Preferential Procurement Regulations of 2022
- iii. Public Finance Management Act No. 1 of 1999, as amended.
- iv. Preferential Procurement Policy Framework Act No. 5 of 2000, as amended.
- v. Broad Based Black Economic Empowerment Act No. 53 of 2003, as amended.
- vi. South African Schools Act No. 84 of 1996, as amended.
- vii. Gauteng Schools Education Act No. 6 of 1995, as amended.
- viii. National Education Policy Act No. 27 of 1996, as amended.
- ix. Public Service Act No. 103 of 1994, as amended.
- x. Employment of Educators Act No. 76 of 1998, as amended.
- xi. Promotion of Access to Information Act No. 2 of 2000, as amended.
- xii. Promotion of Administration Justice Act No. 3 of 2000, as amended.
- xiii. Occupational Health and Safety Act No. 85 of 1993, as amended.
- xiv. Electronic Communication Security Act No. 68 of 2002, as amended.
- xv. Protection of Personal Information Act 4 of 2013, as amended.
- xvi. Protection of Information Act No 84 of 1982, as amended.
- xvii. National Building Regulations and Building Standards Act 103 of 1977, as amended.
- xviii. Engineering Professions Act 2000, Act No 46 of 2000 as amended.
- xix. Architectural Professions Act 2000, Act No 44 of 2000 as amended.
- xx. Project and Construction Management Professions Act 2000, Act No 48 of 2000 as amended.
- xxi. South African qualifications authority Act 1995, Act No. 58 of 1995 as amended.
- xxii. Compensation for Occupational Injuries and Diseases Act, 130 of 1993 as amended.

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- xxiii. Labour Relations Act, 66 of 1995 as amended.
- xxiv. Project and Construction Management Professions Act 2000, Act No 48 of 2000 as amended.
- xxv. Quantity Surveying Profession Act 2000, Act No 49 of 2000 as amended.
- xxvi. Planning Profession Act, 2002 (Act 36 of 2002) as amended.
- xxvii. Natural Scientific Professions Act, 27 of 2003 as amended.
- xxviii Construction Industry. Development Board Act, 38 of 2000 as amended.
- xxix National Environmental Act 107 of 1998 as amended.
- xxx Asbestos Regulations, 2001 as amended.
- xxxi Competition Act, 89 of 1998 as amended.

3. PROJECT BRIEF

3.1 Gauteng Department of Education intends to appoint service providers with design-build or turnkey as well as professional expertise for the construction of 18 schools spread through the four clusters in the province.

3.2 The following key role-players will play critical role to ensure the successful implementation of the programme:

- Gauteng Department of Education (GDE) - Client
- Gauteng Infrastructure Financing Agency (GIFA) – Support GDE with project preparation and technical support during procurement and oversight.
- Project management Unit (PMU - the role of the PMU is to review the planning, manage the implementation, and monitoring of the construction of 18 schools in accordance with project scope, budget, and schedule. The PMU is responsible for managing the end-to-end construction of the schools, including but not limited to the pre-planning, design prototypes, project specifications, project planning, design review, construction supervision, and quality control.
- Design and Build Contractor / Consortium – Design and Construction of 18 schools in various clusters in accordance with the provisions in these terms of reference.

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NOTE: “In this tender the Gauteng Department of Education shall not appoint any service provider appointed in tender GT/GDE/013/2023 for Project Management Unit (PMU) to manage the design build construction of 18 new schools because such appointment will create a conflict of interest based on the role that will be played by the PMU in this project. The Service providers will be expected to represent that they have no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services which they are bidding for under this tender. The Service Providers shall exercise reasonable care and diligence to prevent any actions or conditions that could result in such conflict of interest. This obligation shall apply to the Service Providers; the service provider’s employees, agents, and relatives; subcontractors; and third parties associated with accomplishing work and services under this contract.

3.3 DETAILS OF SCHOOLS IN CLUSTERS

Bidders must select their preferred school/s within the cluster/s below by indicating with an “X” in the appropriate boxes. Failure to do so will result in the bidder being disqualified.

The **table 1- 4** below provides the number of schools that needs to be built per cluster .

Table 1: Cluster 1

Cluster 1							
District Municipality	GDE District	School/ Project Name	Infrastructure Programme	Property Description	Property Size (1 ha = 10,000m2)	Property Zoning	Indicate with an (x) for preferred school
City of Tshwane Metro.	TN	Doornpoort PS	Mobile replacement on a different site (Greenfields)	Erf 836 Doornpoort	3,6893 ha	Educational	
City of Tshwane Metro.	TS	The Reeds PS	New school	Erf 419 The Reeds	3,5919 ha	Educational	
City of Tshwane Metro.	TW	Soshanguve-A SS	New school	Erf 836 Soshanguve – A	4,7582 ha	Educational	

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City of Tshwane Metro.	TS	Olievenhoutbosch Primary School No. 2	New school	Erf 8305 Olievenhoutbosch Extension 36	2,4938 ha	Educational	
City of Tshwane Metro.	TW	Soshanguve South Ext. 7 SS	New school	Erf 22174 Soshanguve South Extension 7	3,7902 ha	Educational	

Table 2: Cluster 2 Details

Cluster 2							
District Municipality	GDE District.	School/Project Name	Infrastructure Programme	Property Description	Property Size (1 ha = 10,000 m²)	Property Zoning	Indicate with an (x) for preferred school
City of Johannesburg Metro.	JE	Dulcie September PS	Mobile replacement	Remainder of Erf 1073 Rabie Ridge Extension 1	2,26 ha	Educational	
City of Tshwane Metro.	GN	Mpumelelo Secondary School	Mobile replacement	Erf 874 Rethabiseng Extension 2	45,0564 ha	Educational	
Ekurhuleni Metro.	EN	Birch Acres Ext. 3 PS	New school	Erf 1123 Birch Acres Extension 3	3,4262 ha	Community Facility	
Ekurhuleni Metro.	EN	Mayfield Ext. 5 PS	New school	Erf 3087 Mayfield Extension 5	2,1073 ha	Community Facility	

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Table 3: Cluster 3 Details

Cluster 3							
District Municipality	GDE District	School/ Project Name	Infrastructure Programme	Property Description	Property Size (1 ha = 10,000m²)	Property Zoning	Indicate with an (x) for preferred school
City of Johannesburg Metro.	JS	Tshepo Ya Rona PS	Mobile replacement	Erf 4091 Vlakfontein Extension 3	12,775 ha	Educational	
City of Johannesburg Metro.	JN	Blue Eagle High SS	Mobile replacement	Erf 1291 Cosmo City	13,646 ha	Educational	
City of Johannesburg Metro.	JW	Lufhereng SS	Mobile replacement	Erf 706 Lufhereng	4,519 ha	Institutional	
Ekurhuleni Metro.	ES	Eden-Ridge High SS	Mobile replacement	Erf 4183 Palm Ridge Extension 3	4,497 ha	Community Facility	
Ekurhuleni Metro.	ES	Mayberry Park PS	New school	Erf 1482 Mayberry Park	3,661 ha	Community Facility	

Table 4 : Cluster 4 Details

Cluster 4							
District Municipality	GDE District	School/ Project Name	Infrastructure Programme	Property Description	Property Size (1 ha = 10,000m²)	Property Zoning	Indicate with an (x) for preferred school
Sedibeng District Muni.	SW	Evaton West SS	New school	Erf 11455 Evaton West Extension 11	3,407 ha	Educational	

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Sedibeng District Muni.	SE	Savanna City Primary School	New school	Portion 1 of Erf 4561 Savanna City Extension 3	3,8820 ha	Educational	
West Rand District Muni.	GW	Randfontein Secondary School	Asbestos replacement	Erf 1558 Toekomsrus	6,8541 ha	Educational	
West Rand District Muni.	GW	Toekomsrus Primary School	Asbestos replacement	Erf 818 Toekomsrus	2,6506 ha	Educational	

NOTE: All the properties are owned by GPG.

4. SCOPE OF WORK-

4.1 The appointed service providers will be expected to :

4.1.1 Design school/s as per tables 1 – 4 above in line with the preferred cluster/s, and in line with the attached prototype designs as well as taking into account the site-specific information that have been provided and in compliance with the norms and standards. Site-specific details, output specifications, prototype designs as well as the Norms and Standards will be issued during the compulsory briefing session.

4.1.2 If appointed, the service providers will be required to manage the submission and approval of the said designs to the municipalities and other regulatory authorities.

4.1.3 Carry out the construction of the school/s from start to closeout, including decanting in the case of asbestos and mobile replacement schools. Decanting to promote a conducive teaching and learning environment. This should include necessary health and safety requirements. The appointed service provider will be responsible for erection, connections related to the decanting facility. The GDE is responsible for the (movable assets, LTSM and support administrative components, HR related and all administrative aspects of the school.

4.1.4 Remove and dispose asbestos structures where applicable in line with all the

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applicable safety acts and regulations.

4.1.5 Dismantle, remove, relocate, and reassemble mobile units within a maximum radius of 50km where applicable.

4.1.6 Provide a team of professionals who must each have valid registration status with the relevant professional body and qualifications for the delivery of the project as indicated below:

a. Construction Project Managers

The Construction Project Managers are required to be registered with the South African Council for the Project and Construction Management Profession (SACPCMP) as professional construction project managers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Project Managers shall perform the standard services as per stages indicated in the scope, as required by The South African Council for the Project and Construction Management Professions (SACPCMP) Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons Registered in terms of the Project and Construction Management Professions Act 2000, Act No 48 of 2000.

b. Architects

Architects are required to be registered with the South African Council for the Architectural Profession (SACAP) as professional architects and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Architects shall perform the standard services as per stages indicated in the scope, as required by The South African Council for the Architectural Profession (SACAP) Framework for the Professional Fees Guideline in respect of services provided by the person(s) registered in terms of the Architectural Professions Act 2000, Act No 44 of 2000.

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c. Quantity Surveyors

Quantity Surveyors are required to be registered with the South African Council for the Quantity Surveying Profession (SACQS) as professional quantity surveyors and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Quantity Surveyors shall perform the standard services as per stages indicated in the scope, as required by The South African Council for the Quantity Surveying Profession (SACQS) Guideline Tariff of Fees with respect to services provided by the person(s) registered in terms of the Quantity Surveying Profession Act 2000, Act No 49 of 2000 as amended.

a. Civil Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as professional engineers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe. The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South Africa (ECSA) Guideline for services and process of estimating fees for the person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

b. Structural Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as professional engineers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South Africa (ECSA) Guideline for services and the process of estimating fees for the person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

c. Electrical Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as professional engineers and to have the relevant qualifications,

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skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South Africa (ECSA) Guideline for services and process of estimating fees for the person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

d. Mechanical Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as professional engineers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South African (ECSA) Guideline for services and process of estimating fees for person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

e. Fire Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as well as the Institute of Fire Engineers as professional engineers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South Africa (ECSA) and Institute of Fire Engineers Guideline for services and process of estimating fees for person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

Fire Engineering is the application of scientific and engineering principles, rules, codes, and expert judgment, based on an understanding of the phenomena and effects of fire and the reaction and behaviour of people to fire – to protect people, property, production, and the environment from the destructive effects of fire.

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f. Geotechnical Engineers

Engineers are required to be registered with the Engineering Council of South Africa (ECSA) as professional engineers and to have the relevant qualifications, skills, experience, and capacity to deliver the scope of work within the required timeframe.

The Engineers shall perform the standard services as per stages indicated in the scope, as required by the Engineering Council of South African (ECSA) Guideline for services and the process of estimating fees for the person(s) registered in terms of the Engineering Professions Act 2000, Act No 46 of 2000.

g. Occupational Health & Safety Consultant

The Occupational Health and Safety Consultant is required to be registered with the South African Council for the Project and Construction Management Profession (SACPCMP) as an Occupational Health and Safety consultant and to have the relevant qualifications, skills, experience and capacity to deliver the scope of work within the required timeframe.

The Occupational Health and Safety Consultant will be responsible for the development and monitoring of a comprehensive project specific health and safety plan. The consultant will also be required to assess and make recommendations on the designs produced by the Architects and Engineers.

h. Environmental Consultants

The environmental consultant is required to be registered with the South African Council for Natural Scientific Professions (SACNASP) and must be suitably qualified and experienced to carry out environmental studies and prepare submissions for approval by relevant authorities for sites where development is to occur.

The Environmental consultants shall perform the standard services as per stages indicated in the scope in accordance with National Environmental Management Act (NEMA), as required by South African Council for Natural Scientific Professions (SACNASP) Guideline for services and process of estimating fees for person(s) registered in terms of the Natural Scientific Professions Act, 27 of 2003 as amended.

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5. EVALUATION

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

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

Stage Two of the evaluation will be based on **Price and Preferential Goals Point System**, as per the Preferential Procurement Regulation of 2022.

- Price = 90 points
- Preferential Goals = 10 points

5.1 Stage 1(A): Administrative Evaluation

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

5.1.1 Mandatory Returnable Documents: (eliminating criteria)

- a. Submission of the original tender document (RFP pack Section 1).
- b. Submission of a signed, original, and completed form of offer as well as a detailed breakdown of all-inclusive costs in accordance with the submitted designs per school. (RFP Pack Section 2)
- c. Submission of a signed and completed Bidders disclosure (Form SBD 04)

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- d. Proof of valid Construction Industry Development Board (CIDB) registration with Grade 8 and above in General Building (all partners that will be dealing with the construction part of the program must be registered with the CIDB. Their combined grading will be determined by using the CIDB calculator)
- e. Letter of intent for Performance Guarantee of 12,5% of the contract value from an accredited Financial service Provider
- f. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) or Partnership, a signed teaming agreement /JV agreement signed by both parties is required.
- g. Proof of valid accreditation with the relevant professional body for the following professionals (bidders to provide a copy of the certificate and or Membership number, the validity of the membership may be verified during evaluation):
 - i. Construction Project Managers – SACPCMP
 - ii. Architects – SACAP
 - iii. Quantity Surveyors – SACQS
 - iv. Civil Engineers – ECSA
 - v. Structural Engineer - ECSA
 - vi. Electrical Engineers - ECSA
 - vii. Mechanical Engineers - ECSA
 - viii. Fire Engineers - ECSA
 - ix. Geotechnical Engineers - ECSA
 - x. Occupational Health & Safety Consultant - SACPCMP
 - xi. Environmental Consultant- SACNASP

5.1.2 Other Required Documents: (not eliminating criteria)

- a. Submission of a completed and duly signed Preference Points Claim form (SBD 6.1)
- b. Proof of the latest Central Supplier Database (CSD) registration
- c. Valid SARS Tax Compliance Status (TCS) pin
- d. Valid copy of Broad Based Black Economic Empowerment (B-BBEE) certificate Issued by an Agency accredited by SANAS / CIPC or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date:

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- i. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, then no B-BBEE certificate is required as an affidavit signed by the QSE representative and attested by a commissioner of oaths will be sufficient.
- ii. If the QSE is less than 51% black owned, then the bidding entity will be required to provide a valid B-BBEE Certificate Issued by an Agency accredited by SANAS / CIPC thereof.
- iii. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate Issued by an Agency accredited by SANAS / CIPC and CSD Report
- iv. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS or CIPC with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.
- v. Bidders who fail to submit a valid copy of their B-BBEE Certificate/ consolidated B-BBEE for JV and Consortia Issued by an Agency accredited by SANAS / CIPC or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor.

5.2 Stage 1(B): Functionality Evaluation

A bidder that scores less than **80 points** out of 100 points in respect of the **Functionality Evaluation** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the minimum threshold score will be short listed for **Technical Evaluation**. Functionality evaluation will be based on the following criteria:

NO.	CRITERIA	WEIGHT
1	1.1 Capacity to deliver the service. a. Project Implementation plan (30 points) Bidders must submit a project implementation plan for each of the selected schools not exceeding 24 months outlining the following: <ol style="list-style-type: none"> i. Planning and design – plan with clearly defined tasks, activities, deliverables, allocated resources, and corresponding timelines (15 points) 	30

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	<p>ii. Construction including commissioning and decanting - plan with clearly defined tasks, activities, deliverables, allocated resources, and corresponding timelines (15 points)</p> <p>A bidder that fails to submit a project implementation plan in line with the requirements as listed on i and ii above and not exceeding 24 months will score zero points.</p>	
2	<p>2.1 Human Resource Capacity</p> <p>2.1.1 A CV for at least one architect must be submitted. The CV must include years of experience in design and build project management for school building or similar construction projects, Cv must list the name of the projects completed as well as the value. (20 points)</p> <p>i. A listing of 4 or more design and build projects (20 points)</p> <p>ii. A listing of 3- design and build projects (15 points);</p> <p>iii. A listing of 2- design and build projects (10 points)</p> <p>iv. A listing of 1 design and build project (5 point)</p> <p>v. No design and build projects zero points.</p> <p>Failure to submit a CV with the required information result in zero points being awarded.</p>	20
3	<p>3.1 Company Design and Build Experience</p> <p>3.1.1 Submit contactable reference letter/s on client letterhead indicating completed relevant projects in design and build. The letters must indicate the name of the project and project value. A corresponding completion certificate must be submitted for each project.</p> <p>i. 4 reference letters of relevant projects with completion certificates (30 points)</p>	30

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	<ul style="list-style-type: none"> ii. 3 reference letters of relevant projects with completion certificates (25 points) iii. 2 reference letters of relevant projects with completion certificates (20 points) iv. 1 reference letter of relevant project with completion certificate (15 points) v. No reference letter of relevant project with completion certificate (0) 	
4	<p>4.1 Risk Management Plan</p> <p>Risk management plan covering the following factors and their mitigating strategies:</p> <ul style="list-style-type: none"> i. Business Forums (4) ii. Resources histogram <ul style="list-style-type: none"> a. Financial (2) b. Staff (2) c. Plant (1) equipment (1) d. Material (2) iii. Community liaison <ul style="list-style-type: none"> Methodology addressing security (4) Methodology addressing site disruption risk mitigation sabotage (4) 	20
	TOTAL	100
	Minimum Threshold	80

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5.3 Stage 1 (c) Technical Evaluation

A bidder that scores less than 100 **points** in respect of the **Technical Evaluation** will be regarded as submitting a non-responsive proposal and will be disqualified. Bidders who achieve the score of 100 points will be short listed for Stage 2: Price and Preferential Goals Point System.

NO.	CRITERIA	WEIGHT
1.	<p>1.1 Technical</p> <p>a. Design solutions for the schools</p> <p>A design solution with a 50-year design life must be provided for each school. The design must cover the following key components based on all the technical information as provided in the link.</p> <ul style="list-style-type: none"> i. Foundation designs relative to Geotechnical information e.g selection of the foundation design must match the geotechnical information and details in the prototype designs. (10) ii. Construction material (suitability and durability). The design must indicate the material to be used. (10) iii. Suitability of the layout. The designs must reflect the layout as per the unique site requirements as per the prototype designs. (10) iv. Incorporation of green technology. The designs must reflect provision for energy efficiency, water conservation, air quality and general resource conservation. (10) v. Sustainable drainage. Designs must reflect interventions to reflect the management of storm water, mimic natural drainage and management of runoff. (10) 	50

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	<p>A bidder that meets each of the requirements as outlined in i – v above will score 50 points. Noncompliance with any area will score zero.</p> <p>b. Assessment of the proposed designs (50 points)</p> <p>Assessment of the extent to which the preliminary designs that address the minimum requirements in line with the provided Prototype Designs covering the areas below in order to ensure that the final structure will enable the operations of a functional school in accordance with the prototype designs as well as the norms and standards for public school infrastructure.</p> <ul style="list-style-type: none"> i. Provision for all the required spaces and relevant sizes (Educational, administrative and educational support spaces) ii. Basic services iii. Security iv. Lighting, electrical power and energy efficiency v. Comfort (provision for learners with disability and Inclusive education) vi. Sporting facilities <p>A bidder that meets each of the requirements as outlined in i – vi above will score 50 points. Noncompliance with any area will score zero.</p> <p>NB: PS Site information (Prototype School Designs, Geotechnical Information, Land /site description and title deeds as well as confirmation of environmental approval from the Gauteng Department of Agriculture and Rural development (GDARD) will be issued during the compulsory briefing session.</p>	
	TOTAL	100

5.4 Stage 2: Price & Preference Points

Contract will be awarded in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and the Preferential Procurement Regulation of 2022. Responsive bids will be

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adjudicated in terms of (90/10) preference point system in terms of which points are awarded to bidders based on:

- Price = 90 points
- Specific goals = 10 B-BBEE status level as per the weightings illustrated hereunder

AREA	POINTS	
PRICE	90	
PREFERENTIAL GOALS	10	
RDP and Specific Goals	Weightings	Evidence
The promotion of South African owned enterprises	5	CSD and SA ID document
B-BBEE Status Level 1 - 3	5	B-BBEE Certificate / Sworn Affidavit
Non-compliant contributor	0	No evidence submitted.

6. FORMAT AND SUBMISSION OF BIDS

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

Section A	<ol style="list-style-type: none"> Submission of the original tender document (RFP pack). Submission of a signed, original, and completed form of offer as well as a detailed breakdown of all-inclusive costs in accordance with the submitted designs per school. Submission of a signed and completed Bidders disclosure (Form SBD 04) Proof of valid Construction Industry Development Board (CIDB) registration with Grade 8 or above in General Building (all partners that will be dealing with the construction part of the program must be registered with the CIDB. Their combined grading will be determined by using the CIDB calculator)
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INVITATION OF SERVICE PROVIDERS FOR DESIGN-BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR PERIOD NOT EXCEEDING 24 MONTHS.

	<ul style="list-style-type: none"> e. Letter of intent for Performance Guarantee of 12,5% of the contract value from an accredited Financial service Provider f. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) or Partnership, a signed teaming agreement signed by both parties is required. g. Proof of valid accreditation with the relevant professional body for the following professionals: <ul style="list-style-type: none"> i. Construction Project Managers – SACPCMP ii. Architects – SACAP iii. Quantity Surveyors – SACQS iv. Civil Engineers – ECSA v. Structural Engineer - ECSA vi. Electrical Engineers - ECSA vii. Mechanical Engineers - ECSA viii. Fire Engineers - ECSA ix. Geotechnical Engineers - ECSA x. Occupational Health & Safety Consultant - SACPCMP xi. Environmental Consultant- SACNASP
Section B	<ul style="list-style-type: none"> a. Submission of a completed and duly signed Preference Points Claim form (SBD 6.1) b. Proof of the latest Central Supplier Database (CSD) registration c. Valid SARS Tax Compliance Status (TCS) pin d. Valid copy of Broad Based Black Economic Empowerment (B-BBEE) certificate Issued by an Agency accredited by SANAS / CIPC or in cases of EME's/ QSE's submit a valid Sworn Affidavit signed by the EME/QSE representative and attested by a Commissioner of Oaths on the same date: <ul style="list-style-type: none"> i. In the case of Qualifying Small Enterprises (QSE), if the bidding entity is more than 51% black owned, then no B-BBEE certificate is required as an affidavit signed by the

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	<p>QSE representative and attested by a commissioner of oaths will be sufficient.</p> <p>ii. If the QSE is less than 51% black owned, then the bidding entity will be required to provide a valid B-BBEE Certificate Issued by an Agency accredited by SANAS / CIPC thereof.</p> <p>iii. In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate Issued by an Agency accredited by SANAS / CIPC and CSD Report</p> <p>iv. Only B-BBEE Status Level verification certificates from B-BBEE verification agencies accredited by SANAS or CIPC with BVA number will be accepted. Non-valid or expired B-BBEE certificates will forfeit the points allocated.</p> <p>v. Bidders who fail to submit a valid copy of their B-BBEE Certificate Issued by an Agency accredited by SANAS / CIPC or Sworn Affidavit will forfeit the points allocated for B-BBEE status level of contributor</p>
Section C	<p>a) Company Proposal covering all the requirements for functionality and technical evaluation as per paragraph 5.2 & 5.3 above</p>

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7. TERMS AND CONDITIONS

- 7.1** Successful Bidder(s) must be in a position to commence work upon appointment. Projects/services will be initiated by means of written instructions to the successful Bidder(s) by verbal briefings, when required.
- 7.2** GDE reserves the right to reject work that does not meet the required standard and engage the service provider who can provide similar services of the required standard.
- 7.3** GDE shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 7.4** Successful bidder(s) will be profiled and vetted before and after appointment.
- 7.5** The service providers must deliver the requested service within the given timeframes (to be given as and when orders are placed).
- 7.6** The service providers awarded the contract must comply with the Construction Policies and Procedures.
- 7.7** The successful service providers will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).
- 7.8** GDE intends to appoint one service provider per school. However, the GDE may, in its sole discretion, award a second school to a Bidder who has been awarded a school in exceptional circumstances including where the second school has not received other competitive bids and the bidder in question can demonstrate that it has capacity to implement both schools at the same time.
- 7.9** A service provider shall not conspire, attempt to conspire or commit any other act of collusion with any other service provider for the purpose of secretly or otherwise, establishing an unfair understanding regarding rates, pricing and any other conditions to this contract that would bring about any unfair competition or condition which could be prejudicial to GDE and other service provider.”

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- 7.10** The Service Provider shall not cede or assign this contract or any part thereof or any benefit, obligation or interest herein or hereunder without the prior written consent from the Gauteng Department of Education. The Gauteng Department of Education reserves a right to appoint any service provider upon realising that the contract awarded to the service provider was ceded to another service provider without prior approval from Gauteng Department of Education.
- 7.11** In order for GDE to achieve its focused service delivery in Townships, Informal Settlements and Hostels (TISH), the successful service providers will be engaged before signing of the contract to ensure that they engage community stakeholders in order to ensure participation of these identified stakeholders in the project in accordance with a formal stakeholder management plan developed for the project.

8. TIME FRAMES

OUTPUT	PERIOD
INVITATION OF SERVICE PROVIDER(S) FOR DESIGN-BUILD/TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR GAUTENG DEPARTMENT OF EDUCATION (GDE) FOR A PERIOD NOT EXCEEDING 24 MONTHS	24 MONTHS

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9. PENALTIES/WARRANTIES

- 9.1** If it is shown that errors or shortcomings exist within the service provided, the bidder shall be notified in writing and shall be required to perform corrective services within seven (7) days to remedy such errors at no cost to the Department of Education.
- 9.2** The GDE reserves the right to reject work that does not meet the required standard and engage a different service provider to complete the work. The Department shall serve thirty (30) days written notice for termination of contract in the case of non-performance.
- 9.3** The GDE reserves the right to inspect or audit any document pertaining to this contract within one year of the date of expiry of the contract. This may also include queries and complaints.
- 9.4** Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor will be liable for the cost of the audit or inspection as well as the cost of any losses incurred by the GDE associated with such non-compliance.

10. INSTRUCTIONS FOR THE PROPOSAL

- 10.1** This Request for Proposal does not constitute an offer. The RFP intends to provide enough information for the preparation and submission of comparable proposals by the Bidders.
- 10.2** To facilitate the review of all the proposals, all bidders must compile their responses in the following manner:
- Envelope 1: Section 1 (including attachments)
- Envelope 2: Section 2 (as per paragraph 5.1.1 (b) above) marked as form of offer.
- 10.3** The GDE requires a clear, concise and factual response. Bidders shall consult, in writing, with the GDE official responsible should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this RFP.
- 10.4** Proposals must be compiled in the following:
- a) Clear indexing of the proposal content must be included.

**INVITATION OF SERVICE PROVIDERS FOR DESIGN-BUILD / TURNKEY CONSTRUCTION OF 18 SCHOOLS FOR
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10.5 All proposals must be delivered sealed. The following information must appear on the outside of the sealed proposal.

- b) Name of Bidder
- c) Description of proposal
- d) Closing date

10.6 In the case of Joint Ventures / consortium proposals must contain:

- a) Teaming Agreements
- b) Proposed revenue split and, BEE status for all members of the Joint Venture/consortium

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

10.8 This tender validity period is 120 days. In the event that there is a need to extend this period, the extension will be published on the National Treasury and GPG e-tender portals.

10.9 It is the responsibility of the Bidder to check the extension(s) published as there will be no individual correspondence.

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

10.11 Bidders shall take into account that the GDE's total requirements may not be allocated to only one Bidder.

10.12 The GDE reserves the right to engage in post tender negotiations with the Bidder(s) on the short list and to do business with the vendor(s) that best meet the requirements.

10.13 The selected Bidder(s) will be required to enter into a written agreement with GDE. This RFP or any part thereof may be incorporated into and made part of such an agreement. GDE shall not incur any obligation or liability towards the selected Bidder(s) until a written contract has been signed by the duly authorised GDE representative and the Bidder(s).

10.14 LATE SUBMISSIONS

Proposals submitted after the specified closing date and time will not be accepted.

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11. DECLARATION

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

Name of Bidder:

Name of contact person.....

Capacity.....

Signature.....Date.....



GAUTENG 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:



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
18. Contract amendments
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

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

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

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

security

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

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)