

TERM CONTRACT FOR NEW WORK, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS

FOR

STANDBY GENERATOR

เรรเ	IFD	RY:

Department of Infrastructure Development Chief Directorate Maintenance Private Bag X83 Marshalltown 2107

Nov-25

NAME OF TENDERING ENTITY:	
CITIZENSHIP STATUS OF SHAREHOLDER/S:	



PART A

			INVITATION	A LO RID			
YOU ARE HEREBY INVITED	TO BID FOR REQUIREMENT	TS OF THE (GAUTE	ENG DEPARTMENT O	F INFRASTRUCTUR	E)		
BID NUMBER:	DIDMR12/11/2	025	CLOSING DATE:	16-Jan-26		CLOSING TIME:	11:00 AM'
DESCRIPTION			ORK, MAINTENAN ERIOD OF THREE				TALLATIONS PANEL OF
THE SUCCESSFUL BIDDER \							
BID RESPONSE DOCUMENTS	S MAY BE DEPOSITED IN T	HE BID BOX SITU	ATED AT (STREET AD	DRESS)			
The Department of Infrastruc	ture Development, Tender I	box, Corner House	Building, Corner Cor	nmissioner & Sauer	Street, Marshalltov	vn	
The bid box is generally oper	n 24 hours a day, 7 days a v	veek.					
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER		CODE			NUMBER		
CELLPHONE NUMBER							
FACSIMILE NUMBER		CODE			NUMBER		
E-MAIL ADDRESS							
VAT REGISTRATION NUMBE	R						
COIDA REGISTRATION NUME	BER						
CIDB CRS NUMBER		TCS PIN:		OR	CSD No:		
B-BBEE STATUS LEVEL VER	IFICATION CERTIFICATE	Yes				Yes	
[TICK APPLICABLE BOX]					B-BBEE STATUS L	EVEL	
[HORALI EIGABLE BOA]		No			SWORN AFFIDAVIT		
IF YES, WHO WAS THE CERT	FIFICATE ISSUED BY?						
			A SWORN AFFIDAVIT	T SIGNED BY THE C	OMMISSIONER OF	OATH	
AN ACCOUNTING OFFICER A	ACT (CCA) AND NAME		A VERIFICATION AGE	ENCY ACCREDITED	BY THE SOUTH AF	RICAN ACCREDITATIO	N SYSTEM (SANAS)
THE APPLICABLE IN THE TIC	K BOX					-	
		ĺ	NAME:				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMES& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

	Yes No				Yes	No
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	[IF YES ENCLOSE PROOF]			SED SUPPLIER FOR /WORKS OFFERED?	[IF YES AN	NSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE				
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					•	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID P	RICE (ALL I	NCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	то:	TECHNICAL	INFORMATI	ON MAY BE DIRECTE	D TO:	
DEPARTMENT/ PUBLIC ENTITY	Department of Infrastructure Development	CONTACT PE	ERSON			Raditlhalo Moses
CONTACT PERSON	Siyabonga Khumalo	TELEPHONE	NUMBER			
TELEPHONE NUMBER	N/A	FACSIMILE N	UMBER			
E-MAIL ADDRESS	siya.khumalo@gauteng.gov.za	E-MAIL ADDF	RESS			moses.raditlhalo@gauteng. gov.za
						-
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS						
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOU	ITH AFRICA (RSA)?		YES	NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			YES	NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHME			YES	NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE			YES	NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF		STED FOR A 3	YES	NO NO	EM DIN COD	E EDOM THE COUTH AEDICAN
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS		SIER FUR A I	AX COMPL	IANCE STATUS STS	EWI PIN COD	E FROM THE SOUTH AFRICAN
	TERMS AND CONDIT	TIONS FO	R BIDDIN	IG		
BID SUBMISSION: 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED.	TIME TO THE CORRECT ADDRESS LA	TE BIDS WILL	NOT BE AC	CCEPTED FOR CONS	DERATION	
						PHMENT
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIA 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PR						
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE				INCIVINE I NOONE	WEITH REGOL	STITIONO, 2022, THE OLIVERY
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED T	TO FILL IN AND SIGN A WRITTEN CON	TRACT FORM	(SBD7).			
2. TAX COMPLIANCE REQUIREMENTS						
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THE	EIR TAX OBLIGATIONS.					
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIC TAXPAYER'S PROFILE AND TAX STATUS.	QUE PERSONAL IDENTIFICATION NUM	BER (PIN) ISS	UED BY SAI	RS TO ENABLE THE	ORGAN OF S	STATE TO VERIFY THE
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS	S) PIN MAY BE MADE VIA E-FILING THR	OUGH THE S	ARS WEBSI	TE WWW.SARS.GOV	ZA.	
2.4 BIDDERS SHOULD SUBMIT A TCS PIN TOGETHER	R WITH THE BID.					
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES /	SUB-CONTRACTORS ARE INVOLVED,	EACH PARTY	' MUST SUE	BMIT A SEPARATE T	CS CERTIFIC	ATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDD	ER IS REGISTERED ON THE CENTRAL	. SUPPLIER D	ATABASE (0	CSD), A CSD NUMBEI	R MUST BE P	ROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS CLOSE CORPORATIONS WITH MEMBERS PERSONS IN		IPANIES WITH	DIRECTOR	S WHO ARE PERSOI	IS IN THE SE	RVICE OF THE STATE, OR
22522 30% OTTHING THE MILITER OF EROUND IN	THE SERVICE OF THE STATE.					
NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF	THE ABOVE PARTICULARS MAY REN	IDER THE BID	INVALID.			
SIGNATURE OF BIDDER:						
CAPACITY UNDER WHICH THIS BID IS SIGNED (Proof of authority must be submitted e.g. compar						

DATE:



INVITIATION TO TENDER

Short description of requirements:		ITENANCE, REPAIRS, SERVICES, RENOVATION AND OVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR
Tender number:	DIDMR12/11/2025	
render number:	DIDWR 12/11/2025	
Tender documents available from:	e-Tender publication portal of Nat https://etenders.treasury.gov.za http://e-tenders.gauteng.gov.za	ional Treasury or GPG e-tender portal
Price of tender documents:	Bid documents must be downlo	paded and printed on the e-Tender portal at bidders
Closing date:	16-Jan-26	
Closing time:	11:00 am	
Address for submission of tenders:	Department of Infrastructure Deve Corner House Building, Corner Commissioner and Pixley Johannesburg	elopment (GDID Tender Box) Ka Isaka Seme Street (Sauer Street) Marshalltown
Evaluation Steps:	Mandatory and Administration Functionality	requirements
Non Commission and 111	Details of the non-compulsory	pre-bid meeting/site meeting is indicated below.
Non-Compulsory pre-bid meeting/site meeting	Venue	Coner Tennyson drive and Elgar place, Thulisa park
_	Date of the meeting	03-Dec-25
	Time of meeting:	10:00AM

Only Tenderers having a Valid CIDB Grade 3EB/EP TO 5EB/EP will be considered for evaluation.

Submission of completed and signed SBD forms (SBD 1 and SBD 4)

Submission of an undertaking or commitment letter to ensure creation of job opportunities to local people who are Youth or Woman or Military Veterans or people with disabilities

Submission of valid COIDA certificates or Letter of good standing, in case of Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing

Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified).

Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition the above mentioned:

Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of
the bidding entity or its shareholder, authorising the foreign national to conduct business within
South Africa. The visa must clearly specify the business activities it permits.

•Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number.

 Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.

Submission of completed and signed integrity pact for business

Submission of signed Joint Venture agreement or Consortia agreement in case of Joint Venture or Consortium

ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT

Submission of the proof of registration with CSD (CSD registration number (MAAA number or CSD Summary registration report)

Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.

Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)

Submission of certified copies of the Identity Document for members / directors / shareholders or owners

This tender will be evaluated against functionality and only tenderers that obtain the required minimum score indicated in the Tender documents will be further evaluated on price and preference.

Bidders must obtain a minimum of 70 points to be considered for further evaluation

Applicable Functionality Criteria:

MANDATORY / COMPULSORY

following requirements constitute

ADMINISTRATIVE REQUIREMENTS
(Failure to submit / meet or comply with the

automatically disqualification of tender

Failure to meet the prescribed minimum functionality of 70 points will result in automatic disqualification

Functionality Criteria:				
Functionality Criteria	Weighting Factor (Condition per criteria: bidders must at-least score 16 points in company experience, 10 points in key staff, 15 points in OHS and 05 points in TER, failure to score minimum stated points in any criteria will result in disqualification even if the bidder score an overal total of 70 points or more).			
Company Experience	40 Points			
Key staff	30 Points			
Township Economy Revitalisation	15 Points			
OHS Act	15 Points			

	Exclusion due to termination for poor performance Empowerment of SA enterprises	
, ippilouzio esijeente eriteria	Reducing unemployment and enhancing local skills development Development of SMME's(CIDB grade 3 to 5)	
Enquiries technical:	Moses Raditlhalo Moses.Raditlhalo@gauteng.gov.za	
Enquiries general:	Siyabonga Khumalo	
	siya.khumalo@gauteng.gov.za	
Last date for accepting queries is	10 days before closing date	

Note to tenderers:

All successful service providers will be subjected to signing of SLA and standard Rates as prescribed by the department. Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022 apply.



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

CONTENTS

THE TEN	IDER	Pa	ge/s
PART T1:	TENDERING PROCEDURES		
T1.1	TENDER NOTICE AND INVITATION TO TENDER	1	pages
T1.2	TENDER DATA	6	pages
PART T2:	RETURNABLE DOCUMENTS		
T2.1	LIST OF RETURNABLE DOCUMENTS	1	pages
T2.2	RETURNABLE SCHEDULES	11	pages
THE CO	NTRACT		
PART C1:	AGREEMENTS AND CONTRACT DATA		
C1.2	CONTRACT DATA	10	pages
PART C4:	SITE INFORMATION		
C4.1	SITE INFORMATION	1	page
PART C5 :	DECLARATIONS		
C5.1	BIDDERS DISCLOSURE	3	pages
PART C6:	CALCULATION OF PENALTIES	2	pages



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Part T1.1 Tender Notice and Invitation to Tender

The initial term contract period was 36 months from conclusion of the contract. This contract end on the same date as the existing contract

Tenderers should have a CIDB contractor grading designation of 3EB/EP TO 5EB/EP only.

The physical address for submission of tender documents is:

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

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

Tender documents will be available from 21 November 2025.

A non-compulsory clarification meeting with representatives of the Employer will take place as per below details: Date: 03 December 2025: Venue: Coner Tennyson drive and elgar place, Thulisa Park, Time: 10:00AM

The closing time and date for receipt of tenders is 11:00AM on the 16 January 2026

Enquiries: Technical enquires: moses.raditlhalo@gauteng.gov.za and for General enquires: siya.khumalo@gauteng.gov.za

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

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



TENDER: DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

T1.2 Tender Data

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

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

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

C.3.13 MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS (Failure to submit / meet or comply with the following requirements constitute automatically disqualification of tender offer)

Only Tenderers having a Valid CIDB Grade 3EB/EP TO 5EB/EP will be considered for evaluation.

Submission of completed and signed SBD forms (SBD 1 and SBD 4)

Submission of an undertaking or commitment letter to ensure creation of job opportunities to local people who are Youth or Woman or Military Veterans or people with disabilities

Submission of valid COIDA certificates or Letter of good standing, in case of Joint venture or consortium all parties must submit valid COIDA certificate or letter of good standing

Submission of signed Joint Venture agreement or Consortia agreement in case of Joint Venture or Consortium

Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified.

Submission of completed and signed integrity pact for business

Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition the above mentioned:

- Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorising the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits.
- •Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number.
- •Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.

ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT

Submission of the proof of registration with CSD (CSD registration number (MAAA number or CSD Summary registration report)

Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status, in case of Joint venture or consortium all parties must submit tax compliance pin

Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)

Submission of copies of the Identity Document for members / directors / shareholders or owners

The additional conditions of tender are:

Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial, capability, reliability, experience and reputation, expertise and personnel, to perform the contract;
- c) has a legal capacity to enter into a contract;
- is not; insolvent, in recievership, under Business Rescue as provided for in chapter 6 of the Companies

 Act No. 2008, bankrupt or being wound up, has his or her affairs administered by a court or a judiciary

 officer, has suspended his or her business activities or is subject to legal proceedings in respect of any
 foregoing;
- e) complies with legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest

Clause	Tender Data
Clause	Telluel Data
C.1.1	The employer is the Department of Infrastructure Development: Chief Directorate Maintenance of the Gauteng Provincial Government
C.1.2	The Tender Documents issued by the employer comprise the following documents:
	THE TENDER
	Part T1: Tendering procedures
	T1.1 - Tender notice and invitation to tender T1.2 - Tender data
	Part T2: Returnable documents
	T2.1 - List of returnable documents T2.2 - Returnable schedules T2.3 - SBD Forms
	THE CONTRACT
	Part C1: Agreements and Contract data
	C1.2 - Contract data
	Part C4: Site information
	C4.1 - Site Information
	ANNEXURES
	A - Calculations of penalties
C.1.4	The Employer's Agent is :
	Name: Address: Tel: Fax: E-mail:

	Only those tenderers who are registered with the cidb, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3EB/EP to 5EB/EP only class of construction work, are eligible to have their tenders evaluated.
C.2.1	Joint ventures or consortia (including unincorporated consortia and joint ventures) are eligible to submit tenders provided that:
0.2.1	every member of the joint venture or consortia (including unincorporated consortia and joint ventures) is registered with the CIDB;
	the lead partner has a contractor grading designation in the 3EB/EP to 5EB/EP class of construction work; and
	the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3EB/EP to 5EB/EP class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations
	Cost of Tendering
C.2.2	The tenderer accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.
C.2.7	The clarification meeting is non-compulsory
	The arrangements for the compulsory clarification meeting are as stated in the Invitation to Tender.
C.2.11	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the Tenderer. All signatories to the tender offer shall initial all such alterations.
C.2.12	No alternative tender offers will be considered
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, and no copies.
C.2.13.5	Sealed original tender documents must be submitted by no later than the closing date and time
C.2.13.6	A two-envelope procedure will not be followed
C.2.15	Tenderers are to ensure that the employer receives the tender offer at the address specified in the Invitation to Tender not later than the closing time stated in the tender data.

	Telegraphic, telephonic, telex, facsimile or electronic tender offers will not be accepted.
C.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Foyer of Corner House Physical Address: Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street), Marshalltown, Johannesburg. Identification details: Tender reference number, Title of Tender and the closing date and time of the tender
C.2.16	The tender offer validity period is 180 days
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted before the closing time by giving the employer's agent written notice for tenders that a tender is to be withdrawn or substituted.
	At contracting stage, the tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
C.2.20	The tenderer is required to submit with his tender a letter of intent from either an insurance company duly registered in terms of the Short-Term Insurance Act of 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act of 1990 (Act 94 of 1990) undertaking to provide the Performance Bond without any alteration or amendment of the wording of the pro-forma indicated in Part T2.2 of this procurement document = Not applicable at tender stage (only applicable as and when appointed for work)
C.2.23	The tenderer is required to submit with his tender a Tax Compliance Status PIN in the name of the tendering entity as issued by the South African Revenue Services
C.3.4	Tenders will be opened immediately at 11:00 am on the bid closing date
C.3.11	Functionality will be scored out of 100 points and a minimum points to score for qualification to be listed on the panel is 70 points. Condition per criteria: bidders must at-least score 16 points in company experience, 10 points in key staff, 15 points in OHS and 05 points in TER, failure to score minimum stated points in any criteria will result in disqualification even if the bidder score an overal total of 70 points or
C.3.17	The number of paper copies of the signed contract to be provided by the employer is one

Functionality Criteria	Points allocation fo sub criteria	Weighting Facto
1. COMPANY EXPERIENCE		
Demonstrate company experience of tendering entity with respect to relevant service tendered for.		
Bidder must provide appointment letters or purchase orders (on client's letterhead) with a corresponding completion reference letter or completion certificate in standby generator. The reference letters or completion certificates must be on the bidde's client letter head and be stamped with the client's stamp.		
NB! Points will not be allocated for non-corresponding documents, for reference letters / completion certificate with no client stamp and letter head and for submission of irrelevant Appointment Letters/Purchase Orders for the service tendered for.		
5 Appointment letters or Purchasing Orders or Contract agreement / SLA with 5 Corresponding Completion Certificates or completion reference letters in standby generator.	40 points	
4 Appointment letters or Purchasing Orders or Contract agreement / SLA with 4 Corresponding Completion Certificates or completion reference letters in standby generator.	32 points	40 points
3 Appointment letters or Purchasing Orders or Contract agreement / SLA with 3 Corresponding Completion Certificates or completion reference letters in standby generator.	24 points	
2 Appointment letters or Purchasing Orders or Contract agreement / SLA with 2 Corresponding Completion Certificates or completion reference letters in standby generator.	16 points	
Appointment letters or Purchasing Orders or Contract agreement / SLAwith Corresponding Completion Certificates or completion reference letters in standby generator.	8 points	
Appointment letters or Purchasing Orders or Contract agreement / SLAwith Corresponding Completion Certificates or completion reference letters in standby generator.	0 point	
Note: Points will not be allocated for submission of non-corresponding docume submission of reference letters / completion certificate with no client's stamp ar and for submission of irrelevant documents to the service tendered for. NB: The completion certificates/ completion reference letters and appointment lebe signed.	nd letter head	

KEY STAFF Key Staff with relevant qualifications, Professional registration and experience discipline the bidder is bidding for. Bidder must provide CV, copies of Qualifications.		
Professional registration certificate of the stated key staff		
1 Qualified Artisan with NQF Level 4 or higher and a trade test certificate in Electrical engineering environment and with at least 2 years experience in the field as an artisan or above	10 points	
1 Technician with NQF Level 6 or higher qualification in electrical engineering environment and with at-least 3 years experience as a technician or above	10 points	30 points
1 Professional Engineer / Technologist registered with ECSA as Professional Engineer / Technologist and with at-least 5 years post registration experience as an engineer / technologist (Candidate / technician will score zero point)	10 points	
NB! Submission of candidate key staff or key staff with less years of expewith irrelevant qualification and professional registration will not be conspoints scoring. All foreign qualifications must be accompanied with work (from SA home affairs) and South African Qualifications Authority (SAQA certificate. No points will be allocated if work permit and SAQA evaluations not provided in case of foreign key staff.	idered for permit a) evaluation	
3. TOWNSHIP ECONOMY REVITALISATION		
Submit/attach a proof of a company operational address. Any of following documents will be considered as proof of company operaddress:		
A) Municipal Rate and Taxes statement/invoice in the name of the tender		
A) Municipal Rate and Taxes statement/invoice in the name of the tenderivalid lease agreement between the property owner and the tendering entiagreement should state company operational address and be signed by tand lessor)	ty. (Lease	
valid lease agreement between the property owner and the tendering enti- agreement should state company operational address and be signed by t	ity. (Lease the lessee	15 points
valid lease agreement between the property owner and the tendering enti- agreement should state company operational address and be signed by t and lessor) B) A letter from ward councillor in the name of a bidder confirming the co	ity. (Lease the lessee ompany	15 points
valid lease agreement between the property owner and the tendering enti- agreement should state company operational address and be signed by tand lessor) B) A letter from ward councillor in the name of a bidder confirming the co- operational address (Not Director's residential address) NB! Only the above-mentioned proof in the name of the company will be for evaluation. Failure to provide or providing proof in the name of a direct	ompany considered	15 points
valid lease agreement between the property owner and the tendering enti- agreement should state company operational address and be signed by tand lessor) B) A letter from ward councillor in the name of a bidder confirming the co- operational address (Not Director's residential address) NB! Only the above-mentioned proof in the name of the company will be for evaluation. Failure to provide or providing proof in the name of a direct shareholder / owner will not be considered for points scoring.	ompany considered	15 points
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valid lease agreement between the property owner and the tendering enti- agreement should state company operational address and be signed by tand lessor) B) A letter from ward councillor in the name of a bidder confirming the co- operational address (Not Director's residential address) NB! Only the above-mentioned proof in the name of the company will be for evaluation. Failure to provide or providing proof in the name of a direct shareholder / owner will not be considered for points scoring. SMMEs Company with Gauteng township / rural areas oparetional address SMMEs Company with a SA (South Africa) township / rural areas oparetional address Failure to provide proof of address / Company address not meeting or	considered ctor / 15 points 0 point	·
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APPLICABLE OBJECTIVE CRITERIA:

OBJECTIVE CRITERIA 1: EXCLUSION DUE TO TERMINATION FOR POOR PERFORMANCE

In pursuit of promoting accountability and consequence management, protecting the integrity of the procurement process, and ensuring value for money and sustainable service delivery, the Department reserves the right not to award a contract to any bidder who has, within the preceding five (5) years, been lawfully terminated from a public sector contract on grounds of poor performance, non-compliance, or breach of contractual obligations. (Bidders must submit a disclosure letter signed by an authorised person stating whether they have been terminated or not within the period stated above)

OBJECTIVE CRITERIA 2. EMPOWERMENT OF SA ENTERPRISES

The objective of this project is to stimulate local economic growth by promoting the participation and empowerment of South African-owned enterprises. This approach is intended to retain economic value within the country, strengthen domestic supply chains, and contribute to sustainable job creation and skills development within local communities.

In alignment with these strategic objectives, the Department reserves the right to contract only with entities that are at least 60% owned by South African citizens or entities with BBBEE status level one (01) and to exclude from consideration any entities whose South African ownership falls below this threshold. (Valid BBBEE Certificate/ valid Sworn affidavit and share certificate or CIPC disclose certificate must be provided)

OBJECTIVE CRITERIA 3: REDUCING UNEMPLOYMENT AND ENHANCING LOCAL SKILLS DEVELOPMENT

The objective of this project is to contribute meaningfully to national priorities aimed at reducing unemployment and enhancing local skills development. This will be achieved by ensuring the active participation of South African professionals in key roles, thereby strengthening local talent pipelines and reducing reliance on imported skills.

In alignment with these objectives and the associated evaluation criteria, the Department reserves the right to contract only with entities whose key staff complement comprises at least 90% South African citizens, and to exclude from consideration any bidders that do not meet this requirement. (Bidder to provide organogram and certified ID's for key staff (certification of ID's should not be older than 3 months)

OBJECTIVE CRITERION 4: DEVELOPMENT OF SMMES (CIDB GRADE 3 TO 5)

The objective of the department is promote EME's and QSE's in line with national priorities to promote inclusive economic participation, this tender seeks to support the growth and development of small, medium, and micro enterprises (SMMEs), particularly those in CIDB Grades 3 to 5 for construction disciplines and EME or QSE for non-construction disciplines. Therefore, the department reserve the right to contract only with contractors that are actively registered with CIDB grade 3 to 5 and EME or QSE (valid BBBEE certificate or sworn affidavit must be provided) affidavit to be accompanied by latest financial statements that are not older than 18 months.

All successful service providers will be subjected to signing of SLA and standard Rates as prescribed by the department.



TENDER: DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

T2.1 List of Returnable Documents

1 Returnable Schedules required for tender evaluation purposes (Mandatories)

The tenderer must complete the following returnable schedules as relevant:

- Only tenderers having a valid CIDB grade 3EB/EP to 5EB/EP will be considered for evaluation
- Submission of completed Invitation to bid (SBD 1)
- Submission of completed Declaration of interest (SBD 4)
- Submission of signed Joint venture agreement or consortia agreement in case of joint venture / consortium
- COIDA certificate or letter of good stading
- Submission of an undertaking or commitment letter to ensure creation of job opportunities to local people who are Youth or Woman or Military Veterans or people with disabilities
- Bidders whose business status is marked as "deregistered", or "in deregistration process", " final deregistration" at the time of evaluation will be disqualified).
- Submission of completed and signed integrity pact for business
- Bids of the foreigners / foreign owned entities must also meet or comply and submit the following in addition
 - Valid Business Permit/Visa: Submission of a valid business visa or permit issued in the name of the bidding entity or its shareholder, authorising the foreign national to conduct business within South Africa. The visa must clearly specify the business activities it permits.
 - •Proof of Investment: Certified documentation confirming a capital investment of R5 million or more, or a waiver granted by the DTIC where applicable. This proof must be issued by a registered South African Chartered Accountant (CA(SA)), on official letterhead, and must include the accountant's signature, date, and professional registration number.
 - •Local Employment Compliance: A signed declaration on company letterhead, confirming that at least 60% of the company's workforce comprises South African citizens or permanent residents.

2 Other documents required for tender evaluation purposes

The tenderer must complete the following returnable documents

- Submit proof of registration with CSD (CSD report or MAAA number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
- Submission of recently issued company registration documents (CIPC registration documents issued not older than 3 months)
- Submit certified copies of Identity documents for members / directors / shareholders or owners

3 Returnable Schedules that will be incorporated into the contract

- Compulsory Enterprise Questionnaire
- Record of Addenda to tender documents
- Schedule of recently completed and current contracts
- List all current contracts not complete at the time
- Evaluation Schedule: Tenderer's Experience
- Evaluation Schedule: Experience of Key Staff
- Evaluation Schedule: TER (Township or rural operational address)
- Evaluation Schedule: OHS act
- Tax Compliance Status PIN for Tenders
- Proof of Registration with the CIDB
- CSD Registration Report / MAAA CSD registration number

5 C1.2 Contract Data

C4.1 Site Information



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

	Cor	mpulsory Ente	rprise C	Questionnai	re		
	g particulars must be furnish ner must be completed and		a joint ve	enture, separat	e enterprise qu	uestionnaires in respect	
Section 1:	Section 1: Name of enterprise:						
Section 2:	VAT registration number,	, if any:					
Section 3:	CIDB registration number	r, if any:					
Section 4:	Particulars of sole propri	etors and partner	s in partı	nerships			
Name*		Identity number*			Personal inc	ome tax number*	
* Complete	only if sole proprietor or parti	nership and attach	separate	page if more th	nan 3 partners		
Section 5:	Particulars of companies	and close corpor	rations				
Company re	gistration number						
Close corpo	ration number						
Tax reference	ce number						
Section 6:	Record in the service of the	ne state					
principal sha	marking the relevant boxes wareholder or stakeholder in a e of any of the following:						
	a member of any municipa	l council		an employee	of any provinci	al department, national	
				or provincial	public entity or	constitutional institution	
	a member of any provincia	i legislature		Act, 1999 (Ac		ıblic Finance Managemer	
	a member of the National A National Council of Province	•			an accounting	authority of any national	
	a member of the board of cany municipal entity	directors of		an employee	of Parliament o	or a provincial legislature	
	an official of any municipali	ity or municipal ent	ity				
If any of the	e above boxes are marked,	disclose the follo	owing:				
	sole proprietor, partner, or, manager, principal	Name of instit			Status of ser	rvice (tick appropriate column)	
	nolder or stakeholder	board or organ of state and position held		Current	Within last 12 months		

^{*}insert separate page if necessary

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

Indicate by marking the relevant box partnership or director, manager, prir has been within the last 12 months be	cipal shareholder c	or stakeholo	ler in a compa		
a member of any munici	pal council				ial department, national constitutional
a member of any province	cial legislature		within the mea	aning of the Pเ	ublic Finance
a member of the National or the National Council of	•		a member of	an accounting	authority of any national
a member of the board of any municipal entity	of directors of		an employee legislature	of Parliament o	or a provincial
an official of any municip	ality or municipal e	ntity			
Name of spouse, child or	Name of inst				tus of service propriate column)
parent	board or orga	n of state a	and position	Current	Within last 12 months
*insert separate page if necessary					
The undersigned, who warrants that h	e / she is duly autho	orised to do	so on behalf o	f the enterpris	e:
 authorizes the Employer to obtain our tax matters are in order; 	n a tax clearance c	ertificate fr	om the South	African Reven	ue Services that my /
ii) confirms that neither the name of who wholly or partly exercises, Defaulters established in terms of	or may exercise, co	ontrol over	the enterprise	appears on the	he Register of Tender
iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;					
 iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that 					
could cause or be interpreted as v) confirms that the contents of this both true and correct.	a conflict of interest	; and			
Signed		Da	ate		
Name		Po	osition		
Enterprise name					



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS:

Record of Addenda to tender documents

	at the following communication ents, have been taken into accounts.	ons received from the Employer before the submission of this tender offer, amending the bount in this tender offer:
	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		
Attach addition	nal pages if more space is requ	ired.
Signed		Date
Name		Position
Enterprise nan	ne	
Enterprise na	ame	



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS:

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are su	bmitting this tender offer in Joint \	Venture and hereby authorise Mr/Mrs
	, authorised sigr	natory of the company
		, acting in the capacity of lead partner,
to sign all documents in conr	nection with the tender offer and a	any contract resulting from it on our behalf.
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature
CIDB registration number:		Name
CIDB registration number:		Designation
		Signature
CIDB registration number:		Name
		Designation
		Signature
OIDD		Name
CIDB registration number:		Designation
		Signature
CIDD registration number		Name
CIDB registration number:		Designation
	•	



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Schedule of recently completed and current contracts

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

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

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

List all current contracts not complete at the time

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

^{*}Date when defects liability period commenced (period after completion)

Signed	Date	
Name	Position	
Enterprise name		



TENDER NO

DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity (owned or leased)	Description, size, capacity, etc.		
Attach additional names if more space	is required		
Attach additional pages if more space is required			

(b) Details of major equipment that will be hired or acquired for this contract if my/our tender is acceptable					
Quantity (hired)	Description, size, capacity, etc.				
Attach additional pages if more space	is required				
Signed	Date				
Name	Position Position				
Enterprise name					



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

COMPANY EXPERIENCE			
Demonstrate company experience of tendering entity with respect to relevant service tendered for.			
Bidder must provide appointment letters or purchase orders (on client's letterhead) with a corresponding comple letter or completion certificate in standby generator. The reference letters or completion certificates must be on letter head and be stamped with the client's stamp.			
NB! Points will not be allocated for non-corresponding documents, for reference letters / completion certificate v and letter head and for submission of irrelevant Appointment Letters/Purchase Orders for the service tendered fo			
5 Appointment letters or Purchasing Orders or Contract agreement /SLA with 5 Corresponding Completion Certificates or completion reference letters in standby generator.	40 points	40 points	
4 Appointment letters or Purchasing Orders or Contract agreement /SLA with 4 Corresponding Completion Certificates or completion reference letters in standby generator.			
3 Appointment letters or Purchasing Orders or Contract agreement /SLA with 3 Corresponding Completion Certificates or completion reference letters in standby generator.	24 points		
2 Appointment letters or Purchasing Orders or Contract agreement /SLA with 2 Corresponding Completion Certificates or completion reference letters in standby generator.	16 points		
1 Appointment letters or Purchasing Orders or Contract agreement/SLA with 1 Corresponding Completion Certificates or completion reference letters in standby generator.	08 points		
0 Appointment letters or Purchasing Orders or Contract agreement /SLA with 0 Corresponding Completion Certificates or completion reference letters in standby generator.	0 point		
Note: Points will not be allocated for submission of non-corresponding documents, for submission of certificate with no client's stamp and letter head and for submission of irrelevant documents to the s The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confir knowledge and are to the best of my belief both true and correct.	ervice tendered for	r.	I my persona
Signed Date			
Name Position			
Enterprise name			



TENDER NO	DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

	KEY STAFF				
Key Staff with relevant qualifications, I must provide CV, copies of Qualification					
	Qualified Artisan with NQF Level 4 or higher and a trade test certificate in eletrical enginering environment and with least 2 years experience in the field as an artisan or above				
1 Technician with NQF Level 6 or higher experience as a technician or above	30 points				
Professional Engineer / Technologist re years post registration experience as a					
professional registration will not be with work permit (from SA home a	staff or key staff with less years of experience or with irrelevant q le considered for points scoring. All foreign qualifications must b ffairs) and South African Qualifications Authority (SAQA) evaluat mit and SAQA evaluation certificate is not provided in case of for	e accompanied ion certificate. No			
The undersigned, who warrants the knowledge and are to the best of n	at he / she is duly authorised to do so on behalf of the enterprise, conf ny belief both true and correct.	irms that the content	s of this schedule are within	my personal	
Signed	Date		-		
Name	Position				

Enterprise name			



TENDER NO

Enterprise name

DIDMR12/11/2025

	NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENO OR A PERIOD OF THREE YEARS: STANDBY GENERATOR	OVATION AND INSTALLATIONS PANEL OF
	3. TOWNSHIP ECONOMY REVITALISA	ATION
Submit/attach a proof of a cor	mpany operational address. Any of the following documents will be cons	sidered as proof of company operational address:
	statement/invoice in the name of the tendering entity or valid lease agree ement should state company operational address and be signed by the le	
B) A letter from ward councille	or in the name of a bidder confirming the company operational address	(Not Director's residential address)
SMMEs Company with G	Sauteng township / rural areas oparetional address	15 points
SMMEs Company with a	SA (South Africa) township / rural areas oparetional address	05 points
Failure to provide proof of add	dress / Company address not meeting or within the above mentioned req	quirements 0 points
	d proof in the name of the company will be considered for evaluation. Fa or / shareholder / owner will not be considered for points scoring.	ailure to provide or providing
The undersigned, who warrants tha are to the best of my belief both true	at he / she is duly authorised to do so on behalf of the enterprise, confirms that the co e and correct.	ontents of this schedule are within my personal knowledge an
Signed	Date	
Namo	Position	



terms of occupational heal	ing or commitment letter to ensure health, safety and welfare of employees in the safety act and construction regulations. The undertaking or commitment of the bidding company and signed by authorised person.	15 points	15 points
No commitment or underta	0 points		
B! Commitments or undertakin	gs not in the company's letter head and signed by authorised person will not be con-	sidered for point	scoring.
	e / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this school correct.	edule are within my	personal know
e to the best of my belief both true ar		edule are within my	personal know
he undersigned, who warrants that here to the best of my belief both true ar igned	nd correct.	edule are within my	personal know
e to the best of my belief both true ar gned ame	od correct. Date	edule are within my	personal know
e to the best of my belief both true ar gned ame	od correct. Date	edule are within my	personal know
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TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Tax Clearance Compliance status pin for Tenders

The tenderer is to affix to this page:

A Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.

□

Note:

No contract will be awarded to bidder whose tax matters are not in order.



TENDER NO

DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Proof of Registration with the CIDB

The tenderer is to affix to this page:

CIDB Certificates or CRS Numbers must be provided

Notes:

- 1 The Department will verify the validity of the certificate on the CIDB's website.
- 2. No contract will be awarded to bidder whose CIDB status is not in order



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS

PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR Proof of registration with CSD

The tenderer is to affix to this page: A valid CSD Registration Report / MAAA Number

Note:

No contract will be awarded to bidder who is no registered with CSD

the award of the contract.



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Annual financial Statements

The	tenderer	i٩	to	affix	tο	this	nag	Θ.

Annual financial statements that comply with companies act and must not older than 18 months

Notes:

Failure to submit such statements may result in this tender not being further considered for the award of the contract.

T2.2



TENDER NO

DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

COIDA CERTIFICATE OR LETTER OF GOOD STANDING

The tenderer is to affix to this page:

Occupational Health and Safety Certificate

Notes:

1.

Failure to affix such a certificate may result in this tender not being further considered for the award of the contract.



TENDER NO

DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR						
Submission of valid SAHPRA Licence						
The tenderer is to affix to this page:						
Valid SAHPRA Licence						
Notes:						
1.						
The department will verify the validity of the SAHPRA licence						



TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Submission of an undertaking or commitment letter to ensure creation of job opportunities to local people who are Youth, Woman, Military Vetarens and people with disabilities

The tenderer is to affix to this page:

Notes:

failure to submit such commitment letter or undertaking will lead to disqualification



TENDER NO DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract - Option A: Priced contract with activity schedule (Third edition of June 2005 with amendments June 2006 - see www.neccontract.com/useful_downloads/NEC_Amendments_June_2006.asp) copies of which may be obtained from the South African Institution of Civil Engineering (telephone 011-805 5947) or Engineering Contract Strategies (telephone 011-803 3008).

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part one: Data provided by the Employer

Clause	Statements / Data
1	General
	The conditions of contract are the core clauses and the clauses for main Option A, Priced contract with activity schedule, dispute resolution Option W1 and the following Secondary Option Clauses, indicated below, of the NEC3 Engineering and Construction Contract (June 2005 with amendments).
	Secondary Option Clauses
	X1 Price adjustment for inflation
	X2 Changes in the law
	X5 Sectional Completion

X7	Delay damages
X13	Performance Bond
X15	Limitation of the Contractor's liability for his design to reasonable skill and care

	X16 Retention
	X17 Low performance damages X18 Limitation of liability
	Z Additional conditions of contract
10,1	The <i>Employer</i> is The Department of Infrastructure Development: Chief Directorate Maintenance of Physical address: 4th Floor, 18 Rissik Street Marshalltown
	Postal address : Private Bag X83, Marshalltown, 2107
	Telephone:
	Facsimile:
10,1	The <i>Project Manager</i> is Name Address
10.1	The Supervisor is Name Address

11.2(13)	The works include but are not limited to the following: #REF!
11.2(14)	The following matters will be included in the Risk Register:
11.2(15)	The boundaries of the site are the external walls of Various Institutions of GPG
11.2(16)	The Site Information is in Part C4: Site Information
11.2(19)	The Works Information is determined as and where need arise
12,2	The law of the contract is the law of the Republic of South Africa subject to the jurisdiction of the Courts of South Africa
13,1	The language of this contract is English
13,3	The period for reply is two days

2	The Contractor's main responsibilities	
	No data is required for this section of the <i>condition</i>	ns of contract
3	Time	
11.2(3)	The completion date for the whole of the works is	36 months after the starting date.
11.2(9)	The key dates and the conditions to be met are: Condition to be met 2	
30,1	The access dates are	
	Whole of the Site	Within two weeks of the Starting date

31,1	The Contractor is to submit a first programme for acceptance within two weeks of the Contract Date
31,2	Starting date: The contractor shall, within two weeks of the written acceptance by the employer of the contractor's tender offer, deliver an acceptable performance bond and provide proof of requested insurances to the employer after which the starting date will commence upon the contractor's receipt of one fully completed signed copy of this document, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance
32,2	The Contractor submits revised programmes at intervals no longer than one week.
35,1	The <i>Employer</i> is not willing to take over the works before the Completion Date.
4	Testing and Defects
40,5	The defects date is thirteen weeks after completion of the whole of the works
43.2	The defect correction period is four weeks
5	Payment
50,1	The assessment interval is four weeks
51,1	The currency of this contract is the South African Rand
51,1	The currency of this contract is the South African Rand The period within which payments are made is within five weeks after the assessment date
51,2	The period within which payments are made is within five weeks after the assessment date The interest rate applicable will be the rate as determined by the Minister of Finance, from time to
51,2	The period within which payments are made is within five weeks after the assessment date The <i>interest rate</i> applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
51,2 51,4 6	The period within which payments are made is within five weeks after the assessment date The interest rate applicable will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999) Compensation events

The place where weather is to be recorded (on the Site) is on the site of an identified project in close proximity to the major portion of building works

The weather data are the records of past weather measurements for each calendar month which were recorded at a site nearest to that of the site and which are available from the South African Weather Service

7	Title
	No data is required for this section of the conditions of contract
8	Risks and insurance
80,1	These are additional <i>Employer's</i> risks
84 1	I he Contractor provides these additional insurances: A Coupon Policy for Special Risks Insurance issued by the South African Special Risks
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is R 5 000 000.00 in respect of each claim, without limit to the number of claims
84,2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 5 000 000.00
84,2	The insurance against loss of or damage to the <i>works</i> , Plant and Materials is to include cover for Plant and Materials provided by the <i>Employer</i> for an amount of R 3 000 000.00
9	Termination
	No data is required for this section of the conditions of contract
10	Data for main option clauses
A	Priced contract with activity schedule
11.2(20)	SLA and agreed Rates

11	Data for Option W1
W1.1	The Adjudicator is appointed when a dispute arises

W1.2(3)	The Adjudicator nominating body is the South African Institution of Civil Engineering
W1.4(2)	The <i>tribunal</i> is a South African court of law
12	Data for secondary Option clauses
X1	Price adjustment for inflation
X1.1(a)	The base date for indices is the month during which the closing date for tenders falls
X1.2	Price adjustment for inflation is in accordance with the JBCC Contract Price Adjustment Provision CPAP Indices Application Manual as calculated and published by Stats SA and distributed throug JBCC (May 2005 Edition) The listing of additional items for exclusion by Contractors, as contained in clause 3.4.3 of the CP Indices Application Manual, will only be permitted where the Schedule for Imported Material a Equipment form provided in Part T2.2 has been fully completed
X2	Changes in the law
	No data is required for this Option
X5, X7	Sectional Completion and delay damages used together
X5.1	The completion date for each section of the works is
	Section Description Completion date
	1 Within weeks of the Starting date 2 Within weeks of the Starting date 3 Within weeks of the Starting date

X7	Delay damages (but not if Option X5 is also used)
X7	Delay damages for Completion of the whole of the works are 16.5 cents per R100.00 of the offered
X13	Performance bond
X13	The amount of the performance bond is five per cent (5%) of the offered total of prices inclusive of

X15	Limitation of the Contractor's liability for his design to reasonable skill and care
	No data is required for this Option
X16	Retention
X16.1	The retention percentage is 10% of such work done up to a limit of 5% of the offered total of t prices exclusive of value added tax
X17	Low performance damages
X17	The low performance damage in Rands relating to the failure to attain a tendered contract 1,5 x PP (D – Do) x CA 100 x Do
	where D = tendered Contract Participation Goal percentage in Preferencing Schedule. Do = the Contract Participation Goal which the Employer's representative based on the credi PP = number of tender evaluation points granted as a preference CA = contract amount as determined in accordance with the Works Information
X18	Limitation of liability
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is unlimited.

X18.2	The Contractor's minimum amount of liability in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the works for any one event is unlimited with cross liability so that the insurance applies to the Parties separately
X18.3	The Contractor's minimum amount of liability in respect of death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract for any one event is R5 000 000.00
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to R nil
X18.5	The end of liability date is thirteen weeks after the Completion of the whole of the works
Z	Additional conditions of contract
Z1	Clause 13.1 is amended by the addition of the following:

	Communication by cell phone SMS's is not acceptable
Z2	Clause 61.3 is amended by replacing "eight weeks" with "four weeks"
Z3	The Contractor submits his valid tax invoice and valid Tax compliance pin one week prior receiving a payment certificate from the Project Manager in terms of clause 51.1. Where the Contractor does not submit his valid tax certificate and valid Tax Clearance Certificate within the time required:
	the period within which payment is made in terms of clause 51.2 and the time allowed in clause 91.4 are extended by the length of time from the date when the <i>Contractor</i> should have submitted his valid tax invoice and valid Tax Clearance Certificate to the date when he does submit it.

Part two: Data provided by the Contractor

Note: The tendering contractor is advised to read both the NEC3 Engineering and Construction Contract (June 2005) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the Tenderer is required to complete.

Clause	Statements / Data
10,1	The Contractor is Name Address
	Telephone: Facsimile:
11.2(8)	The direct fee percentage is 0.05%
11.2(8)	The subcontracted fee percentage is%
11.2(18)	The working areas are the Site and
24,1	The key people are
	1 Name Job Responsibilities

	Qualifications Experience
	2 Name Job Responsibilities Qualifications Experience
11.2(3)	The completion date for the whole of the works is the same as the existing contract.
11.2(14)	The following matters will be included in the Risk Register:

11.2(19)	The Works Information for the Contractor's design is in		
31,1	The programme identified in the Contract Data is in		
	Data for the Shorter Schedule of Cos	et Components	
41 in SSCC	The percentage for people overheads is%		
21 in SSCC	The published list of Equipment is the last edition of the list published by the Contractor's Plant Hire The percentage for adjustment for Equipment in the published list is 10 % (state plus or minus)		
22 in SSCC	The rates for other Equipment are Equipment	Size or capacity	
61 in SCC and SSCC	The hourly rates for Defined Cost of design Category of Employee Professional engineer or professional engin Technically qualified staff Draughts person	·	Hourly rate
62 in SCC and SSCC	The percentage for design overheads is	%	
63 in SCC	The categories of design employees whose	e travelling expenses to and from the	e Working Areas are

11.2(19)	The Works Information for the Contractor's design is inN/A	
31,1	The programme identified in the Contract Data is in	
	Data for the Shorter Schedule of Cost Components	
41 in SSCC	The percentage for people overheads is	%
21 in SSCC	The published list of Equipment is the last edition of the list published by Association in their publication Hire SA in Africa (Tel (011) 293 7457)	y the Contractor's Plant Hi
	The percentage for adjustment for Equipment in the published list is (state plus or minus)	%
22 in SSCC	The rates for other Equipment are	
	Equipment Size or capacity	Hourly Rate
61 in SCC and SSCC	The hourly rates for Defined Cost of design outside the Working Areas a	ıre
	The hourly rates for Defined Cost of design outside the Working Areas a Category of Employee Professional engineer or professional engineering technologists Technically qualified staff	re Hourly rate
	The hourly rates for Defined Cost of design outside the Working Areas a Category of Employee Professional engineer or professional engineering technologists	re Hourly rate
	The hourly rates for Defined Cost of design outside the Working Areas a Category of Employee Professional engineer or professional engineering technologists Technically qualified staff	re Hourly rate
	The hourly rates for Defined Cost of design outside the Working Areas a Category of Employee Professional engineer or professional engineering technologists Technically qualified staff	re Hourly rate
	The hourly rates for Defined Cost of design outside the Working Areas a Category of Employee Professional engineer or professional engineering technologists Technically qualified staff	re Hourly rate

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

Where a person/s are listed in the Register for Tender Defaulters and /or the List of Restricted Suppliers,

that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

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

 YES/NO
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name	of	State institution

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

2.2. Do you, or any person connected with the bidder, have a relationship with any person who is em	ıp
by the procuring institution?	/ES/NO
2.2.1 If so, furnish particulars:	
2.3. Does the bidder or any of its directors / trustees / shareholders /members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO	
2.3.1 If so, furnish particulars:	
I, the undersigned, (name)	········
3. DECLARATION	
3.1. I have read and I understand the contents of this disclosure;	
3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;	
3.3. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium ² will not be construed as collusive bidding.	
3.4. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.	
3.5. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.	
2 Joint Venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.	

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

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

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

Signature	Date
Position	Name of bidder





FIGHTING CORRUPTION, PROMOTING INTEGRITY

1. INTRODUCTION

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

2. OBJECTIVES

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

- 2.1 Enable the Gauteng Provincial Government to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- 2.2 Enable bidders to abstain from bribing or any corrupt practice to secure the contract by assuring them that their competitors will refrain from bribing and other corrupt practices and the Gauteng Provincial Government will commit to preventing corruption, in any form by their officials by following transparent procedures.
- GOVERNANCE
- 3.1 The integrity pact seeks to ensure that both parties comply with all applicable provincial, national, continental, and international laws and regulations regarding fair competition and anti-corruption.
- 4. ENVIRONMENT
- 4.1 The integrity pact requires that both parties comply with all applicable environmental, health, and safety regulations.
- 5. PROTECTION OF INFORMATION
- 5.1 The integrity pact seeks to ensure that both parties undertake to protect the confidentiality of information. Each party, when given access to confidential information as part of the business relationship should not share this information with anyone unless authorised.
- 6.2 The Gauteng Provincial Government wants to ensure that working with government is reputation enhancing for the supplier.
- 6.3 The Gauteng Provincial Government expects bidders/suppliers to be protective of government's reputation, and ensure that neither they, nor any of their partners or subcontractors, bring government to disrepute by engaging in any act or omission which is reasonably likely to diminish the trust that the public places in government.

- 6.4 The Gauteng Provincial Government further requires its bidders/suppliers to always adhere to ethical conduct even outside their contractual obligation with the Gauteng Provincial Government.
- 7. VALUES OF THE GAUTENG PROVINCIAL GOVERNMENT
- 7.1 The value system of the Gauteng City Region is shown below:

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

- 7.2 The Gauteng Provincial Government commits to ensure that the values system is embedded into the day-to-day operations of its institutions.
- 8. COMMITMENTS OF THE GAUTENG PROVINCIAL GOVERNMENT

The Gauteng Provincial Government commits itself to the following:

- 8.1 The GPG commits that its officials will at all times conduct themselves in accordance with Treasury Regulations 16A.8[1], copy of which is attached marked Annexure A, and that:
- 8.1.1 The GPG is committed to doing business with integrity and proper regard for ethical business practices.
- 8.1.2 The GPG hereby undertakes that no official of the GPG, connected directly or indirectly with the contract will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour, or any material or immaterial benefit or any other advantage from the bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 8.1.3 The GPG further confirms that its officials have not favoured any prospective bidder in any form that could afford an undue advantage to that bidder during the tendering stage and will further treat all bidders alike.
- 8.1.4 The GPG will during the tender process treat all Bidder(s) with equity.
- 8.1.5 All officials of the GPG shall report any attempted or completed violation of clauses to the following details:

	Gauteng Ethics Hotline	National Anti-Corruption
Toll-free number	0801111633	0800701703
SMS call-back	Dack 49017 N/A	
E-mail	gpethics@behonest.co.za	nach@psc.gov.za
Fax	0867261681	0800204967
Website	www.thehotline.co.za www.publicservicecorr	
Post	Chief Directorate: Integrity Management Private Bag X61	Public Service Commission Private X123

	Marshalltown	Pretoria
	2001	3
Walk-in	Office of the Premier 55 Marshall Street	Gauteng Provincial Office Public Service Commission
	Marshalltown	Schreiner Chambers 6 th Floor

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

9. COMMITMENTS OF THE BIDDERS

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

- 9.1 The bidder is committed to doing business with integrity and proper regard for ethical business practices.
- 9.2 The bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to any official of the Gauteng Provincial Government, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 9.3 The bidder further undertakes that he/she has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducements to an official of the Gauteng Provincial Government or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Gauteng Provincial Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Gauteng Provincial Government.
- 9.4 The bidder will not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 9.5 The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 9.6 The Bidder(s)/Contractor(s) will, when presenting his / her bid, disclose any and all payments he /she has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 9.7 In case of sub-contracting, the Principal Contractor shall take the responsibility of adoption of Integrity Pact by the Sub-Contractor.
- 9.8 The bidder shall report any attempted or completed violation of clauses 9.1 to 9.7 including any alleged unethical conduct to the Gauteng Ethics Hotline (details are provided at clause 8.1.4).
- 9.9 The bidder (or anyone acting on its behalf) warrants that:
- 9.9.1 It has not been convicted by a court of law for fraud and/or corruption with respect to the procurement/tendering processes; and/or
- 9.9.2 It has not been convicted by a court of law for theft or extortion; and/or
- 9.9.3 It is not listed on the National Treasury's database of Restricted Suppliers or Register of Tender Defaulters.
- 10. SANCTIONS FOR VIOLATION

- 10.1 The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.
- 10.2 The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether without the knowledge of the Bidder), or acting on his/her behalf, shall be dealt with as per the provisions of the Prevention and Combating of Corrupt Activities Act (12 of 2004).
- 10.3 The Gauteng Provincial Government shall also take all or any one of the following actions, wherever required:

To immediately call off the pre-contract negotiations without giving any compensation to the bidder. However, the proceedings with the other bidder(s) would continue.

To immediately cancel the contract, if already awarded/signed, without giving any compensation to the bidder.

To recover all sums already paid by the Gauteng Provincial Government.

To cancel all or any other contracts with the bidders and GPG shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value.

To submit the details of the bidder to the National Treasury to register on the database for tender defaulters.

11. CONFLICT OF INTEREST

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

12. LEGAL ACTIONS

- 12.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
- 13. VALIDITY
- 13.1 The validity of this Integrity Pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the Gauteng Provincial Government and the bidder (service provider).
- 13.2 Should one or several provisions of the Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

BIDDER/SUPPLIER/SERVICE PROVIDER

Signature of the CEO:	
Full name of the CEO:	
Tender number:	
Date:	



TENDER NO DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD OF THREE YEARS: STANDBY GENERATOR

Part C4.1 Site Information

C4.1 THE SITE

The site is at Various institutions maintened by GDID within Gauteng Province

C4.2 WORK AREA

The working area will be the ducting to all building maintenance in the GDID Institutions

The works undertaken will affect operations in the institution and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the site continue during the project implementation.

C4.3 ACCESS

Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implementations as access may be denied for unauthorised personnel. The Client



TENDER NO.: DIDMR12/11/2025

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES, RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD

CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5	
R501	-	R1 000	nearest	R10	
R1 001	-	R5 000	nearest	R50	
R5 001	-	and above	nearest	R100	

TERM CONTRACT FOR NEW WORKS, MAINTENANCE, REPAIRS, SERVICES,



TENDER NO.: DIDMR12/11/2025

RENOVATION AND INSTALLATIONS PANEL OF SERVICE PROVIDERS FOR A PERIOD

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)

Contract period = 12 months

R2 500 000 x <u>0,0275</u> 100

= R687,50/day

Therefore rounded off to the nearest R10.00

= R690,00/day

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase