GAUTENG PROVINCE
PROVINCIAL TREASURY
REPUBLIC OF SOUTH AFRICA

Provincial Supply Chain Management

INVITATION TO BID

BID NUMBER	GT/GDED/129/2024
BID DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER FOR THE IMPLEMENTATION OF THE CONSTRUCTION HUB PROGRAMME: MUNSIEVILLE TOWNSHIP, MOGALE CITY LOCAL MUNICIPALITY FOR THREE (3) YEARS

CUSTOMER DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CUSTOMER INSTITUTION	SECTOR AND INDUSTRY DEVELOPMENT

BRIEFING SESSION	**Y**	✔	**N**	☐	**SESSION COMPULSORY**		**Y**	☐	**N**	✔
					SESSION HIGHLY RECOMMENDED		**Y**	✔	**N**	☐
BRIEFING VENUE	https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZjYxMTNlMzUtNDg0My00N2RlLWIwM2YtMjZmMDhhOWM2YjIw%40thread.v2/0?context=%7b%22Tid%22%3a%				**DATE**	11 DECEMBER 20	**TIME**	10:00 AM		
COMPULSORY SITE INSPECTION	**Y**	☐	**N**	✔	**DATE**	N/A	**TIME**	N/A		
SITE INSPECTION ADDRESS	N/A									

TERM AGREEMENT CALLED FOR?	**Y**	✔	**N**	☐	**TERM DURATION**	3 YEARS

CLOSING DATE	24 JANUARY 2025	**CLOSING TIME**	11:00 AM

TENDER BOX LOCATION
Department of Economic Development , 56 Eloff Street, Umnotho House, Marshalltown, Johannesburg.

NOTES

THE TENDER BOX IS OPEN from 08:00 to 16:00 MONDAY to FRIDAY.

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

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

THE TENDERING SYSTEM

The Invitation to Bid Pack consists of two Sections (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 from 10:00 to 13:00. Kindly follow our social media platforms / etenders@gauteng.gov.za (Publications) for the venue of the training.

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PART A
INVITATION TO BID

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ **YES** ☐ **NO**
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ **YES** ☐ **NO**
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ **YES** ☐ **NO**
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ **YES** ☐ **NO**
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ **YES** ☐ **NO**

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

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TENDER DOCUMETS CAN BE OBTAINED FROM: https://e-tenders.gauteng.gov.za/Pages/Advertised-Open-Tenders.aspx
OR
ALTERNATIVELY SEND AN E-MAIL TO: Tender.admin@gauteng.gov.za

ANY ENQUIRIES REGARDING BIDDING PROCEDURE MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CONTACT PERSON	Avuyile Goniwe
TELEPHONE NUMBER	
FACSIMILE	
E-MAIL ADDRESS	Avuyile.Goniwe@gauteng.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT
CONTACT PERSON	Jayson Mofokeng
TELEPHONE NUMBER	
FACSIMILIE	
E-MAIL ADDRESS	Jayson.Mofokeng@gauteng.gov.za

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PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

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

POPI ACT

AGREEMENT AND CONSENT DECLARATION

YOU HEREBY DECLARE AND CONFIRM THAT YOU, AS THE PERSON/ENTITY/BODY/INDIVIDUAL/COMPANY WHOSE IS PROVIDING INFORMATION AND HEREINAFTER COLLECTIVELY REFERRED TO AS THE "CLIENT", DO HEREBY IRREVOCABLY AGREE AND UNDERSTAND THAT ANY/ALL INFORMATION SUPPLIED OR GIVEN TO THE SERVICE PROVIDER, IS DONE SO IN TERMS OF THE BELOW TERMS AND CONDITIONS AND IN TERMS OF THIS AGREEMENT AND CONSENT DECLARATION.

____

("THE SERVICE PROVIDER/COMPANY")

1. INTERPRETATION

1.1 In this Agreement, unless inconsistent with or otherwise indicated by the context –

1.1.1 "This Agreement" means the Agreement contained in this document;

1.1.2 "The Company/Service provider" means ______________________________ and includes its affiliated, holding and subsidiary companies;

1.1.3 "Confidential information" includes, but is not limited to:

1.1.3.1 any information in respect of know-how, formulae, processes, systems, business methods, marketing methods, promotional plans, financial models, inventions, long-term plans and any other information of the client and the company in whatever form it may be;

1.1.3.2 all internal control systems of the client and the company;

1.1.3.3 details of the financial structure and any other financial, operational information of the client and the company; and

1.1.3.4 any arrangements between the client and the company and others with whom they have business arrangements of whatsoever nature, all of which the client and the company regards as secret and confidential.

1.1.4 "personal information" means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and includes but is not limited to:

1.1.4.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.1.4.2 information relating to the education or the medical, financial, criminal or employment history of the person;

1.1.4.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

1.1.4.4 the biometric information of the person;

1.1.4.5 the personal opinions, views or preferences of the person;

1.1.4.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.1.4.7 the views or opinions of another individual about the person; and

1.1.4.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.

1.1.5 "the effective date" means the date of signature of this Agreement';

1.1.6 "the parties" means the parties as described hereinabove;

1.1.7 "divulge" or "make use of" means to reveal, make known, disclose, divulge, make public, release, publicise, broadcast, communicate or correspond or any such other manners of divulging of any information.

1.1.8 **"processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning personal or any information, including but not limited to :

(a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

(b) dissemination by means of transmission, distribution or making available in any other form; or

(c) merging, linking, as well as restriction, degradation, erasure or destruction of information.

1.1.9 **POPI"** means the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013 and as amended from time to time.

WHEREAS IT IS AGREED THAT

All parties agree that they will comply with POPI regulations and process all the information and/or personal data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the Services set out in the agreement to provide services.

The company (also called the service provider), all the parties to this agreement, the service provider's employees and the client's employees and any subsequent party/parties to this agreement acknowledge and confirm that

- One or more of the parties to this agreement, will possess and will continue to possess information that may be classified or maybe deemed as private, confidential or as personal information.

- Such information may be deemed as the private, confidential or as personal information in so far as it relates to any party to this agreement.

- Such information may also be deemed as or considered as private, confidential or as personal information of any third person who may be directly or indirectly associated with this agreement.

- Further it is acknowledged and agreed by all parties to this agreement, that such private, confidential or as personal information may have value and such information may or may not be in the public domain.

For purposes of rendering services on behalf of the client, the service provider and any party associated with this agreement and/or any subsequent or prior agreement that may have been/will be entered into, irrevocably agree that “confidential information” shall also include inter alia and shall mean inter alia:

(a) all information of any party which may or may not be marked “confidential,” “restricted,” “proprietary” or with a similar designation;

(b) where applicable, any and all data and business information;

(c) where applicable the parties may have access to data and personal and business information regarding clients, employees, third parties and the like including personal information as defined in POPI regulation; and

(d) trade secrets, confidential knowledge, know-how, technical information, data or other proprietary information relating to the client/service provider or any third party associated with this agreement and (including, without limitation, all products information, technical knowhow, software programs, computer processing systems and techniques employed or used by either party to this agreement and/or their affiliates.

By signature hereunder, all parties irrevocably agree to abide by the terms and conditions as set out in this agreement as well as you irrevocably agree and acknowledge that all information provided, whether personal or otherwise, may be used and processed by the service provider and such use may include placing such information in the public domain. Further it is specifically agreed that the service provider will use its best endeavors and take all reasonable precautions to ensure that any information provided, is only used for the purposes its has been provided.

It is agreed that such information may be placed in the public domain and by signature hereunder, all parties acknowledge that they have read all of the terms in this policy and that they understand and agree to be bound by the terms and conditions as set out in this agreement.

It is confirmed that by submitting information to the service provider, irrespective as to how such information is submitted, you consent to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this policy.

SHOULD YOU NOT AGREE TO THE TERMS AND CONDITIONS AS SET OUT IN THIS AGREEMENT AND CONSENT DECLARATION YOU MUST NOTIFY THE SERVICE PROVIDER IMMEDIATELY FAILING WHICH IT WILL BE DEEMED THAT YOU ACCEPT AND AGREE TO THE TERMS AND CONDITIONS SET OUT ABOVE

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SIGNATURE OF BIDDER DATE

CAPACITY UNDER WHICH
THIS BID IS SIGNED

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BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest 1 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.

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

YES		NO	

2.2.1 If so, furnish particulars:

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

YES		NO	

2.3.1 If so, furnish particulars:

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

Signature		**Date**	
Position		**Name of the Bidder**	

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

9	Where items are specified in detail, the specifications form an integral part of the BID document (see the attached specification) and bidders shall indicate in the space provided whether the items offered are to specification or not (not applicable for PANEL of BIDDERS).
10	In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words **"as specified"** (see the attached specification) (not applicable for PANEL of BIDDERS).
11	In cases where the items are not to specification, the deviations from the specifications shall be indicated (see the attached specification).
12	In instances where the bidder is not the manufacturer of the items offered, the bidder must as per SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) submit a Letter of Supply from the relevant manufacturer or his supplier (not applicable for PANEL of BIDDERS).
13	The offered prices shall be given in the units shown in the attached specification, as well as in SBD 3.1 or SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
14	With the exception of imported goods, where required, all prices shall be quoted in South African currency. Where bids are submitted for imported goods, foreign currency information must be supplied by completing the relevant portions of SBD 3.1 (PRICING SCHEDULE per item) and SBD 3.2 (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
15	Unless otherwise indicated, the costs of packaging materials (if applicable) are for the account of the bidder and must be included in the bid price on the (PRICING SCHEDULE per item) (not applicable for PANEL of BIDDERS).
16	Delivery basis (not applicable for PANEL 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 the (PRICING SCHEDULE per item).

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

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24	In cases where the relevant Department or Institution advertising this BID may deem it necessary, a formal contract may be entered into with the successful bidder, in addition to a Letter of Acceptance and / or purchase order being issued.
25	If any of the conditions on the BID forms are in conflict with any special conditions, stipulations or provisions incorporated in the bid invitation, such special conditions, stipulations or provisions shall apply.
26	This BID is subject to the General Conditions of Contract and re-issues thereof. Copies of these conditions are obtainable from any office of the Gauteng Provincial Government (GPG).
27	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 (GT) NUMBER; AND • THE CLOSING DATE. The bid must be deposited or posted; • To the address as indicated on SBD1 and to reach the destination not later than the closing time and date; **OR** • deposited in the tender box as indicated on SBD1 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 BID) – including information on new products, export achievements, new partnerships and successes and milestones.
29	Compulsory GPG Contract: It is a mandatory requirement that successful bidder/s (to whom a tender is awarded) sign a GPG Contract upon award of any given contract.

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PROVINCIAL SUPPLY CHAIN MANAGEMENT

POINT SYSTEM | Page 1 of 1

BID NUMBER	GT/GDED/129/2024	**CLOSING DATE**	24 JANUARY 2025
VALIDITY OF BID	120 DAYS	**CLOSING TIME**	11:00 am

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

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

POINT SYSTEM

The applicable preference point system for this tender is the 90/10 preference point system.	
The applicable preference point system for this tender is the 80/20 preference point system.	✔
Either the 90/10 or 80/20 preference point system will be applicable in this tender	

TYPE OF CONTRACT (COMPLETED BY PROJECT MANAGER)

SERVICE BASED	**Y**	✔	**N**		**SERVICE BASED**	**Y**	✔	**N**		**VALUE BASED**	**Y**	✔	**N**	
VALUE BASED	**Y**	✔	**N**											
QUANTITY BASED	**Y**		**N**	✔										
TERM BASED	**Y**	✔	**N**											

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EVALUATION METHODOLOGY PROCESS	Page 1 of 3

EVALUATION METHODOLOGY

- Bidders must complete Compulsory Documents and attach it to their Bid Document failing which the tender shall not be considered for further evaluation.
- Points will be awarded in accordance with the Preferential Procurement Policy Framework Act (PPPFA)

STAGE 1

CRITERIA FOR FUNCTIONALITY	
Page 35 of 56 to Page 39 of 56	100

<u>NOTE</u>: Bidders who fail to meet the above minimum requirements (Stage 1) shall be automatically eliminated and will not be considered for further evaluation.

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	PROVINCIAL SUPPLY CHAIN MANAGEMENT	
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STAGE 2

CRITERIA FOR PRICE AND PREFERENCE POINTS (SPECIFIC GOALS)	POINTS
Bid Price	80
Preference Points (Specific Goals)	20
TOTAL	100

SPECIFIC GOALS SHALL BE ALLOCATED AS FOLLOWS:

	POINTS ALLOCATED
SPECIFIC GOALS	20

1.

	POINTS ALLOCATED
A tenderer which is at least 51% owned by Black People	10

2.

	POINTS ALLOCATED
A tenderer which is at least 51% owned by Women	5

3.

	POINTS ALLOCATED
A tenderer which is at least 51% owned by Youth	5

4.

	POINTS ALLOCATED

5.

	POINTS ALLOCATED

***It is the responsibility of the bidder to complete the relevant form (SBD 6.1) and submit it with this BID to the relevant office to qualify for the preference points.**

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**PROVINCIAL SUPPLY CHAIN MANAGEMENT**	
	EVALUATION METHODOLOGY PROCESS	Page 3 of 3

BIDDERS JOB CREATION ANALYSIS

Company Name		**Date Established**	

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

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

Comments to include:

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

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

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

GAUTENG PROVINCE
ECONOMIC DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER

PROJECT: **IMPLEMENTATION OF THE CONSTRUCTION HUB PROGRAMME**

VENUE: **MUNSIEVILLE TOWNSHIP INCUBATION CENTER, MOGALE CITY LOCAL MUNICIPALITY**

GAUTENG DEPARTMENT OF ECONOMIC DEVELOPMENT

TABLE OF CONTENTS

1. INTRODUCTION

The vision of the National Development Plan (NDP) 2030 is to eliminate poverty and reduce inequality in the country by 2030. The NDP aims for the national economy to create 11 million jobs by 2030. The small enterprises can contribute significantly to gross domestic products (GDP) and have proved to be major contributors to job creation. The NDP envisioned that SMMEs will contribute 60–80 percent to the GDP increase and a greater percentage of these jobs are envisaged to be created in domestic-oriented activities and in the services sector. Accordingly, some 90 percent of jobs will be created by small business enterprises. It further envisaged that by 2030, the share of small and medium-sized firms in output will grow substantially whereby the regulatory reform and support will boost mass entrepreneurship. According to the NDP, export growth will play a major role in boosting growth and employment, with small- and medium-sized firms being the main employment creators.

Amid the renewed emphasis in generating employment within the context of the NDP, the SMME sector is identified to play an important role in the economy as the key driver of economic growth, innovation, and job creation, amongst others. The NDP further identifies Construction and Infrastructure, Agro-processing, Mining, Furniture and Creative Industries to have substantial potential for either growth stimulation or employment, or both. Transforming the economy and creating sustainable jobs means that the country has to increase exports by focusing on areas where South Africa already has endowments and comparative advantages such as these five identified sectors, which are crucial because of their potential to create jobs for low-skilled people, encourages private investment, lowers the cost of doing business, promotes spatial inclusivity, and has strong backward linkages to supplier industries. While they contain competitive advantages for South Africa and the possibility for large-scale labour absorption, these sectors should be promoted in a manner that allows for a transition to a knowledge economy and optimal usage of information and communication technologies.

Furthermore, the Gauteng Provincial Government (GPG) has adopted the Growing Gauteng Together (GGT) Vision 2030 to contribute to deepening the implementation of the NDP. This will be achieved through the undertaking of economic recovery, investment attraction, industrialisation, youth employment and township economy revitalisation initiatives. The GGT further emphasises that with appropriate support from the social partners, more jobs could be created in various sectors through township based small and medium-sized businesses accessing markets through government procurement. This will be achieved by focusing on ten high-growth sectors, including Construction and Infrastructure development, Agro-processing and Creative Industries amongst others, as prioritised by GPG. It is envisaged these identified sectors will yield development that will assist the province in eradicating developmental challenges. As such, investment, funding, and SMME developmental necessities are to be directed in firmly establishing these sectors. Furthermore, GGT identifies skills and incubation programme as a mechanism to provide skills to SMMEs with the aim of developing their capabilities so that they participate in the mainstream economy and create jobs. In addition, the Gauteng Department of Economic Development (GDED) is mandated to lead, facilitate and manage sustainable job creation and inclusive economic growth and development in the Gauteng City Region.

In the light of this background, this Terms of Reference is developed to guide an appointment of a qualifying Service Provider that has extensive experience in incubation support programmes or enterprise and supplier development. The implementation of this Programme will assist the Gauteng Department of Economic Development to promote economic development by managing the Construction Incubation Programme. The aim of this Incubation Programme is to enhance the capacity of SMMEs within Construction sector value-chains through enterprise development support, by providing structured infusion of business, technical and technology interventions which will lead to sustainable businesses, significant job creation and positive contribution to the Gauteng economy.

2. BACKGROUND

The National Department of Trade, Industry and Competition (the DTIC) has identified localisation as a key policy lever to drive industrialisation and economic growth. It is believed that leveraging on local content can result in growing and sustaining the construction materials industry thereby contributing significantly to job creation and industry capacity utilisation. Given the complex nature of the manufacturers and suppliers sectors, a detailed materials sector support programme for SMMEs is required. The Construction Sector Charter under Section 9(1) of the Broad-Based Black Economic Empowerment (B-BBEE) Act 53, 2003 was first published in 2009 with an objective to address broad based transformation, enhance capacity and increase productivity of the sector to meet world best practices. In 2013, the B-BBEE Act was revised to specify the manner and procedure in which transformation charters and industry sector codes should be gazetted. Against this background, the Amended Construction Sector Code (ACSC) was gazetted on 01 December 2017 to ensure, amongst other things, that the objectives of the construction sector are aligned with the new Generic Codes of Good Practice (CoGP) and the Amended B-BBEE Act. Principally, the ACSC has embraced the principles and objectives embedded in various policy instruments such as the NDP, procurement, transformation and standardised industry methods. Under revised sector codes, preferential procurement and supplier development have been identified as key elements to support effective transformation and industry development.

Additionally, the Charter recognises that procurement leveraged with local content will go a long way to support local value addition and industrialisation. It is for this reason that the DTIC identified the need to develop a framework that can address localisation and designation in the different value chains of construction in line with the Amended Construction Sector Code to support the growth of the construction industry. Furthermore, to maximise the impact of localisation programmes, local content targets should be set on each key value chain. Given the complex nature of the manufacturers and suppliers, an in-depth SMMEs support programme for the construction inputs and materials are required. This would help inform the local content targets for each of the main material groups.

Therefore, it is against this backdrop that the GDED would like to ensure the implementation of Construction Hub Programme to improve manufacturing capacity of the small business sector. This would ultimately enable SMMEs to participate into mainstream economy whilst increasing their contribution to the market share on local content production. Therefore, the focus areas for this Programme would be in the main construction material groups and their distribution networks and supply chains. The desired outcomes of this Programme would include increase manufacturing capacity, access to markets, revenue generation, job creation, economic growth, and industry competitiveness in various construction materials value-chains. Therefore, this detailed process will require the GDED to seek out and partner with an industry player to incubate and develop SMMEs to unlock their potential to contribute towards these outcomes.

3. THE OBJECTIVES OF THE TERMS OF REFERENCE

The NDP and GGT 2030 identified SMMEs as key drivers of economic growth, job creation and innovation and thus have the potential to play an important role in the economy. As such, the main purpose of this Terms of Reference is to provide guidance towards appointing an implementing Service Provider that will assist the GDED to run and manage an Incubation Centre in Munsieville Township.

This Programme will support GDED's objective of promoting economic development through SMMEs. The core objective of the Construction Hub Programme is to address the challenges facing suppliers of inputs and services within the Construction value-chains including:

- Strengthening localised factors of production and economic development to ensure increased competitiveness and productivity. This will assist to increase local content, localisation and import substitution capacity for each of the main material groups. These inputs material groups include the following, but not limited to:
  1) Bricks;
  2) Boards: Flat-boards;
  3) Glass and Mirrors;
  4) Ceilings and Partitions and steel branding (structures);
  5) Insulation Materials;
  6) Cement;
  7) Sanitaryware;
  8) Doors;
  9) Trusses;
  10) Flooring products; and
  11) Windowsills, Barge Boards and Facia Boards.
- Addressing obstacles and bottlenecks that hinder the efficient operation of a mainstream economy;
- Encouraging innovation, research and development in the construction value-chains;
- Increasing capacity and capabilities which in turn increases opportunities for increased income generation; and
- Ensuring optimal resource reallocation and sustainable resource usage.

Within the scope of Construction Input Materials, the developmental objective is to develop and support the industrial capacity for building materials in townships. The main focus will be based on:

- Facilitating production of Construction Input Materials through supporting existing manufacturing capacity in townships and building production nodes;
- Implementing a standards and accreditation programme for both conventional building materials and alternative building material manufacturers;
- Facilitating skills development and training for input material manufacturing; and
- Promoting increased innovation, research and development in product development within Innovative Building Technologies.

The achievement of these objectives will result in assisting the small businesses to overcome barriers towards mainstream participation and providing access to facilities for manufacturing inputs and materials throughout construction value-chains. This Programme is envisaged to form part of implementing enterprise supplier development programme.

4. PROGRAMME DESCRIPTION

The Construction Hub Programme aims to support the development of existing SMMEs that manufacture construction input materials required per value-chain within the sector. The purpose of the Programme is to provide business and technical skill training and development to upskill the capabilities of SMMEs with the intention of creating entrepreneurs that would increase manufacturing capacity, access to markets, revenue generation, job creation, economic growth and industry competitiveness in various construction materials, value-chains and services. To achieve this, the Programme will target developmental needs of SMMEs, as well as align capability development with market requirements and demand-oriented products. At a broader level, the Programme intends to ensure product development with the aim of accessing market opportunities; the manufacture of quality downstream construction inputs in a safe and environmentally friendly manner; and develop SMMEs’ innovative ideas.

The Department identified the Incubation Programme as one of the key instruments to contribute towards GGT 2030, whilst assisting in economic recovery, job creation and re-industrialisation in the province. The Chief Directorate: Sector and Industry is responsible for spearheading these programmes through various strategic interventions and partnerships. Currently, the existing Construction Inputs Manufacturing Programme is in the Munsieville Incubation Facility. The Facility has seven (7) fully functional workshops accessible to SMMEs for manufacturing and development of their businesses. The Incubation Programme is currently being carry-out by the appointed Implementing Partner in the Munsieville Incubation Facility. There is a need to continue with the Programme on behalf of the GDED for 36 months period. The main aim is to recruit and upskill SMMEs and towards generating income and job creation. The programme will target SMMEs that are owned by Black, Women, Youth and People living with disabilities. However, the annual based Implementation Plan from the appointed Service Provider will further outline an approach on the performance of the scope of work and the deliverables thereof.

5. SCOPE OF WORK

The Construction Hub Programme will be implemented in the township at the Munsieville Facility, within the Mogale City Local Municipality in the West Rand District Municipality. The scope of work for the Programme is outlined as follows:

5.1 Generic and cross-cutting:

- Management of the day-to-day operations of the Munsieville Incubation Facility.
- Conduct a thorough assessment of the value-chains within the Construction sector in Gauteng.
- Formulate a comprehensive strategy and roadmap for the implementation to meet the requirements of input manufacturing SMMEs and supplier development in the construction industry.

5.2 Year 1: (01-12 months):

- Develop criteria for recruiting and onboarding new Black, Women, Youth, and People living with disabilities owned SMMEs for the incubation programme
- Assessment and selection of **30** qualifying and residing SMMEs
- Provide access and assistance to **40** visiting and virtual SMMEs
- Undertaken gap analysis and vetting
- Conduct induction and orientation

- Undertake pre-incubation stage activities
- Commence with incubation skills training and interventions:
  - o Technical and innovative skills training programmes and workshops to enhance SMMEs' capacity (i.e. CETA accredited)
  - o Business and industry compliance (i.e. NHBRC, CIBD compliant and accredited)
  - o Product certification (i.e. according to SABS standards)

5.3 Year 2: (13-24 months):

- Continue with incubation skills training and interventions for the same **<u>30</u>** residing and **<u>50</u>** visiting & virtual SMMEs:
  - o Technical and innovative skills training programmes and workshops to enhance SMMEs' capacity (i.e. CETA accredited)
  - o Business and industry compliance (i.e. NHBRC, CIBD compliant and accredited)
  - o Product certification (i.e. according to SABS standards)
- Facilitate SMMEs' access to development finances (identify and engage relevant financiers)

5.4 Year 3: (25-36 months):

- Continue with incubation skills training and interventions for the same **<u>30</u>** residing and **<u>60</u>** visiting & virtual SMMEs:
  - o Technical and innovative skills training programmes and workshops to enhance SMMEs' capacity (i.e. CETA accredited)
  - o Business and industry compliance (i.e. NHBRC, CIBD compliant and accredited)
  - o Product certification (i.e. according to SABS standards)
- Facilitate SMMEs' access to development finances (identify and engage relevant financiers);
- Facilitate SMMEs' access to both domestic and international market for selling their produced materials and generate business revenue. Develop marketing and promotional strategies to raise awareness of locally manufactured materials; and
- Conduct continuous monitoring and evaluation and submit outcomes, lessons learned, and success stories reports to the Project Owner.

Undertake performance analysis process and impact of the incubation programme and make necessary adjustments for improvement.

6. EXPECTED DELIVERABLES

During the process of the implementation, the Service Provider will be required to provide the following deliverables in conjunction with GDED's vision, mission and objectives:

- The Service Provider must stipulate specific time at which the SMMEs will be supported over a three-year period.
- Recruit, upskill and incubate **30** residing SMMEs during the 36 months of the Incubation Programme.
- A total of minimum of **150** visiting & virtual SMMEs should be trained and supported throughout the duration of the Incubation Programme.
- Township-based SMMEs recruited and developed through the programme should be Black, Women, Youth and People living with Disabilities owned enterprises.
- Signing of three (3) year contracts between the Service Provider and residing SMMEs candidates as a proof of up-taking incubation support or enterprise and supplier development for entire duration of the Programme.
- Provision of accredited technical and business training skills development courses.
- Develop monthly and quarterly reports based on the activities undertaken as per the performance indicators targets.
- Collect portfolio of evidence based on targets achieved per month and provide evidence such as attendance registers, contracts, appointment letters, as well as certificates of completion where applicable.
- Offer monitoring and evaluation for the duration of the contract which will include assessing the overall progress of the beneficiaries, provision of assistance, risk mitigation, especially in cases of SMMEs' withdrawals and discontinuity.
- Measure SMME/beneficiary business performance, growth and the commitment to the Incubation Programme through the tracking of SMMEs' monthly revenue, net profit generated, employee salaries paid, employment created, training attended, mentoring sessions attended.
- Through accessing market opportunities, trained and qualified SMMEs should make an accumulated total of **R2 million** turnover throughout the entire incubation period.

Additionally, the annual-based Implementation Plan and Service Level Agreement will further guide both the Service Provider and the Department on the determination of the key performance indicators for each financial year.

7. REQUIREMENTS

The proposals from the respondents are expected to cover the following requirements:

- Understanding of the Scope of Work and the Expected Deliverable requirements.
- A detailed methodology and implementation plan, including activities/interventions linked to upskilling SMMEs, milestones, timeframes, resource allocation as per Scope of Work and the Expected Deliverable.
- An understanding of GGT2030 and GDED's mandate to promote economic development and create jobs through SMME development.
- Extensive knowledge and experience in crafting key interventions/sub programmes that will meet the objectives of this Programme.
- Extensive knowledge and experience in the recruitment of SMMEs.
- Extensive knowledge and experience in assisting SMMEs to access funding and market opportunities towards ensuring the sustainability of the Programme.
- Expertise in tracking the development of SMMEs, and developing mitigation plans when targets are falling behind the schedule.
- Bidders must provide a detailed organogram of the proposed project team with detailed CVs indicating qualifications, previous experience (qualifications must be certified and references must be contactable).
- Bidder shall be required to demonstrate experience on similar assignment(s) and provide references.
- A financial proposal that includes a detailed breakdown of resources and their usage for this assignment.
- The bidder should highlight the period of its existence and have experience in conducting incubation or enterprise and supplier development of SMMEs.
- This should be supported by a minimum of three (3) reference letters from their clients which indicate the type of services provided, period of contract i.e. the start date and end date. Letters must be on the company or organisation's letterhead and must be signed by the responsible Programme Manager, dated and including contactable details (names, telephone numbers, e-mail addresses, etc.).

8. PROJECT RESPONSIBILITY

The Construction Hub Programme is the initiative of Gauteng Department of Economic Department (GDED) under the Chief Directorate: Sector and Industry Development. The appointed Bidder will be expected to work with the GDED project Team/Project Manager on day-to-day activity management and their final reports per completion stage will be validated by the Steering Committee/Reference Group which will be appointed by the GDED.

Reporting will take place against all agreed and detailed implementation plan that will be submitted by the successful applicant following the awarding of the contract and the signing of a Service Level Agreement (SLA).

9. TIMEFRAMES

The Construction Hub Programme should be implemented within the duration of a maximum of 36 months from the date of project commencement. This is a 36-months project contract (including VAT) with payment based on a milestone schedule linked to the specific deliverables stipulated above and to be included in the contract for this assignment. Furthermore, payment to the Service Provider appointed by the GDED to implement the programme will occur in tranches based on the achievement of targets as set during each financial year validated and verified by the Steering Committee/Reference Group to be appointed by GDED.

10. BID EVALUATION

The staged approach which will be applied in the evaluation of bids.

Stage 1: Evaluation of bids on Administrative Compliance and Functionality Evaluation.

Stage 2: Evaluation will be based on Preference Point System (including Price and Specific Goals) only.

10.1 STAGE 1A: ADMINISTRATIVE COMPLIANCE

10.1.1 Mandatory Compliance

NO.	ADMINISTRATIVE REQUIREMENTS	COMPLIANCE
1	Submission of request for proposal (RFP) pack, with section 1 and 2 with all the pages.	Provided and bound
2	The Standard Bidding Documents (SBD 1, SBD 4, and SBD 3.3) must be completed in full and signed by the Bidder	Fully completed and signed
3	In case of a Joint Venture (JV) / Consortium the following must be submitted	An agreement signed by all parties stating the applicable percentage split
4	CETA Accreditation	Provide valid and certified copies of Certificate of Registration to provide accredited entrepreneurship development courses to SMMEs in the Construction industry (i.e. minimum of NQF 7 qualification certificate from Construction Education and Training Authorities (CETA) ***NB: date stamps should not be older than six [6] months)***

NOTE:

- ***Firm prices only.***
- ***Failure to comply with the requirements outlined above, will result in disqualification.***

10.1.2 Other Required Documents including companies in JV (none disqualifying)

NO	DOCUMENTS THAT MUST BE SUBMITTED	GUIDANCE
1.	Registration on Central Supplier Database (CSD)	The bidder must be registered as a Service Provider on the Central Supplier Database (CSD). If the bidder is not registered, proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain the Supplier Number (Submit proof of registration).

2.	Tax Compliance Status Pin code must be provided.	This information will be used to verify the tax compliance status of Service Provider.
3.	Certified copies of the original Identity Documents of Directors or owners of the company by the Commissioner of Oath that is dated, stamped, signed and should not be more than 3 months old, for companies with more than 10 Directors at least 5 certified ID copies should be submitted.	This information will be used to verify the identity status of the Service Provider and Directors.
4.	Valid Companies and Intellectual Property Commission (CIPC) certificates	Certificates obtainable from CIPC
5.	Valid B-BBEE Certificate issued by a South African National Accredited System (SANAS) accredited verification agency and/or valid Sworn Affidavit	
6.	In case of a JV/ consortium the following must be submitted	Proof of valid consolidated B-BBEE Certificate, issued by SANAS accredited verification agency
7.	Protection of Personal Information Act (POPI Act) Declaration Letter/Form	Fully completed and signed

10.2 Stage 1B: Functionality Evaluation

A total of **100 points** is allocated for this stage of the evaluation and the **minimum threshold is 70 points**. Any bidder who fails to meet the minimum requirement will be disqualified and not be considered for further evaluation.

EVALUATION CRITERIA	POINTS
1. EDUCATIONAL QUALIFICATIONS OF THE PROJECT MANAGER AND THE PERSONNEL THAT FORM PART OF THE PROJECT TEAM	**20**
The Bidder must provide certified copies of the **qualification certificate/s** of each personnel with qualification as recognised by SAQA (date stamps must be certified by the Commissioner of Oath and not be older than six [6] months):	

<table>
<tr><th>EVALUATION CRITERIA</th><th>POINTS</th></tr>
<tr><td>

1.1. Educational qualifications of the Project Manager (total 10 points)

<u>Civil Engineering:</u>

NQF Level 9-10 (Master’s Degree and above) = 7 points
NQF Level 8 (Honours Degree or Post Graduate Diploma) = 5 points
NQF Level 7 (Bachelor’s Degree, Advanced Diplomas, Postgraduate Certificate) = 3 points
No qualifications or qualifications less than NQF Level 7 = 0 points

AND

<u>Business Administration:</u>

NQF Level 8-10 (Post Graduate Diploma and above) = 3 points
NQF Level 7 (Bachelor’s Degree, Advanced Diplomas, Postgraduate Certificate) = 2 points
No qualifications or qualifications less than NQF Level 7 = 0 points

OR

<u>Project Management:</u>

NQF Level 8-10 (Post Graduate Diploma and above) = 3 points
NQF Level 7 (Bachelor’s Degree, Advanced Diplomas, Postgraduate Certificate) = 2 points
No qualifications or qualifications less than NQF Level 7 = 0 points

OR

<u>Business Management:</u>

NQF Level 8-10 (Post Graduate Diploma and above) = 3 points
NQF Level 7 (Bachelor’s Degree, Advanced Diplomas, Postgraduate Certificate) = 2 points
No qualifications or qualifications less than NQF Level 7 = 0 points

1.2. Educational qualifications of at least one (1) Personnel that will form part of the Project Team (total 10 points)

<u>Civil Engineering:</u>

NQF Level 8-10 (Post Graduate Diploma and above) = 7 points
NQF Level 7 (Bachelor’s Degree, Advanced Diplomas, Postgraduate Certificate) = 5 points
NQF Level 6 (National Diploma or Advanced certificates) = 3 point
No qualifications or qualifications less than NQF Level 6 = 0 points

</td><td></td></tr>
</table>

EVALUATION CRITERIA	POINTS
AND **<u>Entrepreneurship Development Studies:</u>** • NQF Level 8-10 (Post Graduate Diploma and above) **= 3 points** • NQF Level 7 (Bachelor's Degree, Advanced Diplomas, Postgraduate Certificate) **= 2 points** • NQF Level 6 (National Diploma or Advanced certificates) **= 1 point** • No qualifications or qualifications less than NQF Level 6 **= 0 points** **OR** **<u>Small Business Development Studies:</u>** • NQF Level 8-10 (Post Graduate Diploma and above) **= 3 points** • NQF Level 7 (Bachelor's Degree, Advanced Diplomas, Postgraduate Certificate) **= 2 points** • NQF Level 6 (National Diploma or Advanced certificates) **= 1 point** • No qualifications or qualifications less than NQF Level 6 **= 0 points** **OR** **<u>Business Management:</u>** • NQF Level 8-10 (Post Graduate Diploma and above) **= 3 points** • NQF Level 7 (Bachelor's Degree, Advanced Diplomas, Postgraduate Certificate) **= 2 points** • NQF Level 6 (National Diploma or Advanced certificates) **= 1 point** • No qualifications or qualifications less than NQF Level 6 **= 0 points** **OR** **<u>Business Administration:</u>** • NQF Level 8-10 (Post Graduate Diploma and above) **= 3 points** • NQF Level 7 (Bachelor's Degree, Advanced Diplomas, Postgraduate Certificate) **= 2 points** • NQF Level 6 (National Diploma or Advanced certificates) **= 1 point** • No qualifications or qualifications less than NQF Level 6 **= 0 points**	

EVALUATION CRITERIA	POINTS
2. EXPERIENCE IN SKILLS DEVELOPMENT OR INCUBATION OR ENTERPRISE & SUPPLIER DEVELOPMENT PROGRAMME WITHIN THE CONSTRUCTION SECTOR OF THE PROJECT MANAGER AND THE PERSONNEL THAT FORM PART OF THE PROJECT TEAM	**30**
The Bidder must submit CVs of their **Project Manager** and **Personnel** with years of industry experience and expert knowledge of the Construction sector. **2.1. CV must be attached for the experience of the Project Manager who will lead the project for the Construction Incubation Hub Programme** • 5 or more years' experience **= 15 points** • 3 to less than 5 years' experience **= 10 points** • 1 to less than 3 years' experience **= 7 points** • No evidence of experience = **0 points** **2.2. Experience of at least one (1) Personnel that will form part of the project Team** • 5 or more years' experience **= 15 points** • 3 to less than 5 years' experience **= 10 points** • 1 to less than 3 years' experience **= 7 points** • No evidence of experience **= 0 points**	
3. EXPERIENCE OF THE SERVICE PROVIDER IN SKILLS DEVELOPMENT OR INCUBATION OR ENTERPRISE & SUPPLIER DEVELOPMENT PROGRAMME WITHIN THE CONSTRUCTION SECTOR	**20**
The Bidder must provide **Reference Letters from current work that is still underway and/or work successfully completed in the last 5 years indicating the following:** – The name of the department/company the work was done and being carried out for. – The type of work that was completed, underway and achievements. – The date in which the programme commenced, to end and ended. – Contact details of the client representative from the department/company the work was done for. ***NB: Reference Letters must be signed by the department/company that the Bidder provided services for and the letter must be on an official letter head of the department/company.*** • 3 x letters of reference from previous / current clients **= 20 points** • 2 x letters of reference from previous / current clients **= 10 points** • 1 x letter of reference from previous / current clients **= 5 points** • No letters of reference **= 0 points**	

EVALUATION CRITERIA	POINTS
4. METHODOLOGY	**30**
The Bidder must submit their Detailed Business Incubation Methodology and Implementation Plan. The quality of the bidder's proposal will be measured by the level of detail in terms of methodology and implementation of the programme, as per the Scope of Work, as well as highlighting the ability to meet the project objectives through activities and timelines. **4.1. A detailed business Incubation Support Methodology and Implementation Plan relating to the Scope of Work, should include the resource allocations, clearly defined activities/interventions linked to:** • Upskilling of SMMEs **= 5 points** • Deliverables/milestones & timeframes **= 5 points** • Resource allocation as per the Scope of Work **= 5 points** • Risks mitigation plans **= 5 points** • Sourcing of funding from other institutions **= 5 points** • Market access strategies for manufactured goods and for qualified candidates **= 5 points** • No methodology and implementation plan = **0 points**	
Total Points	**100**
Minimum Threshold	**70**

NOTE: Bidders that did not meet the minimum threshold of 70 points will not be considered for further evaluation, i.e. Pricing and Preference Points stage.

10.3 Stage 2: Preference Point System (including Price and Specific Goals)

10.3.1 Price and Preference Evaluation

The 80/20 Preference Point System will be used to evaluate bids, where 80 points will be allocated to Price and 20 points will be used to advance designated groups in line with the approved Supply Chain Management Policy and Procedures. Bidders will be allocated 20 points in line with their ownership information. A maximum of 20 points will be awarded to a bidder who meets the following criteria:

CRITERIA	POINTS
A tenderer which is at least 51% owned by Black People	10
A tenderer which is at least 51% owned by Women	5
A tenderer which is at least 51% owned by Youth	5

10.3.2 Verification of Specific Goals

The following mandatory documents are required as proof of the above including the bidders in the case of a Joint Venture (JV):

<table>
<tr><th>Designated Groups</th><th>Mandatory Documents Required</th></tr>
<tr><td>A tenderer which is at least 51% owned by Black People</td><td rowspan="2">1) Central Supplier Database Report

2) A valid B-BBEE Certificate issued by a South African National Accreditation System (SANAS) accredited verification agency

3) In the case of qualifying EME/QSE, a valid and original Sworn Affidavit signed and dated by both the Deponent and Commissioner of Oath on the same date or a B-BBEE Certificate issued by CIPC.

• Sworn Affidavits must be provided on the template attached or downloaded from the link provided. Valid sworn affidavits must comply with the requirements outlined in the Justices of the Peace and Commissioners of Oaths Act, No. 16 of 1963 and its Regulations promulgated in Government Notice GNR 1258 of 21 July 1972. http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-QSE-Gen.pdf</td></tr>
<tr><td>A tenderer which is at least 51% owned by Women</td></tr>
</table>

Designated Groups	Mandatory Documents Required
A tenderer which is at least 51% owned by Youth	http://www.thedtic.gov.za/wp-content/uploads/BEE_Affidavit-EME-Gen.pdf 4) Certified copies of IDs of owners of the company dated, stamped and certified by Commissioner of Oaths not more than six (6) months old. 5) Joint ventures (JV) / Consortium, must provide a valid consolidated B-BBEE Certificate, issued by a SANAS accredited verification agency.

NOTE: ***Please note bidders that do not comply with the afore-mentioned requirements will forfeit their preference points.***

11. SUBMISSIONS OF BIDS

The submissions must be made in one envelope, containing the technical proposal and pricing schedule. The submissions must be clearly marked with the tender name and the tender number and hand delivered at:

Gauteng Department of Economic Development
56 Eloff Street
Umnotho House
Marshalltown
2107

NB: NO ELECTRONIC BIDS WILL BE ACCEPTED

Technical Enquiries:	Procurement Enquiries:
Jayson Mofokeng Email: Jayson.Mofokeng@gauteng.gov.za	Hlamalani Masetoni Email: Hlamalani.Masetoni@gauteng.gov.za

GAUTENG PROVINCE PROVINCIAL TREASURY REPUBLIC OF SOUTH AFRICA	**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. 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 submitted.

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 that 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

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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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