TENDER NO: DID23/12/2024

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR PERIOD OF THREE (3) YEARS

CIDB GRADING GENERAL BUILDING (GB) LEVELS 1 AND 2 ONLY

ISSUED BY:

Department of Infrastructure Development
Chief Directorate Supply Chain Management
Private Bag X 83
Marshalltown
2107

NAME OF TENDERING ENTITY:

INVITATION TO TENDER

Short description of requirements:	**Invitation of Emerging Enterprises to participate in the Contractor Development Programme for period of Three (3) years** **CIDB Grading General Building (GB) Levels 1 and 2 only**

Tender number:	DID23/12/2024

Tender documents available from: 13 Dec 2024	Tender documents can be downloaded from: E-Tender portal on the below link: http://e-tenders.treasury.gov.za http://e-tenders.gauteng.gov.za

Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders' cost

Closing date:	**31 January 2025**

Tender Validity	**Calendar 180 days**

Address for submission of tenders:	Department of Infrastructure Development (GDID Tender Box) Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg

Evaluation Steps:	1) Mandatory Compliance Requirements
	2) Other Admin Compliance Requirements Applicable to this Procurement
	3) Functionality Evaluation Criteria 4) Specific Goals

Non - Compulsory pre-bid meeting/site meeting:	**MEETING ADDRESS:** **Microsoft Teams** Need help? **Join the meeting now** Meeting ID: 341 501 767 462 Passcode: y57UT9ox
	DATE OF MEETING: 14 JANUARY 2025 **TIME: 10h00 am**

Mandatory Compliance Requirements	Failure to submit / meet or comply with the following requirements outlined in **Paragraph 14.1** automatically constitutes disqualification of tender offer.
Other Administrative Requirements	The returnable documents applicable to **Paragraph 14.2** of the Terms of reference must be fully completed and submitted.
Functionality Evaluation	Functionality evaluation will be conducted in accordance with **Paragraph 14.3** of the Terms of Reference.

Enquiries Technical:	**Project Manager: Kgomotso Mokgoro** **Email Address:** kgomotso.mokgoro@gauteng.gov.za

Enquiries general:	**SCM: Millicent Chauke** **Email Address**: millicent.chauke@gauteng.gov.za
Last date for accepting queries is:	**3 days before closing date**

Note to tenderers: All successful service provider/s will be subject to signing Service Level Agreement (SLA) and standard Rates as prescribed by the department and the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2022.

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GAUTENG DEPARTMENT OF INFRASTRUCTURE					
BID NUMBER:	**DID23/12/2024**	CLOSING DATE:	**31 JANUARY 2025**	CLOSING TIME:	**11H00AM**
DESCRIPTION	INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR PERIOD OF THREE (3) YEARS CIDB GRADING GENERAL BUILDING (GB) LEVEL 1 AND 2 ONLY				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Corner House Building					
Corner Commissioner and Pixley Ka Isaka (Sauer) Street					
Marshalltown, Johannesburg					
2017					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Millicent Chauke**	CONTACT PERSON	**Kgomotso Mokgoro**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**millicent.chauke@gauteng.gov.za**	E-MAIL ADDRESS	**kgomotso.mokgoro@gauteng.gov.za**

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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES 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.	

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: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……………………………………………
(Proof of authority must be submitted e.g. company resolution)

DATE: ……………………………………………

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

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

Full Name	**Identity Number**	**Name of State institution**

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**

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

2.3.1 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.

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 MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	..……………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

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.

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2. The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

3. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
A company that is at least 51% owned by black people	2 Points	
A company that is at least 51% owned by black women	4 Points	
A company that is at least 51% owned by youth	6 Points	
A company that is at least 51% owned by Military Veterans	4 Point	
A company that is at least 51% owned by people with disability	4 Points	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……………………………………………………………………….

4.4. Company registration number: …………………………………………………………...

4.5. TYPE OF COMPANY/ FIRM

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

	……………………………………… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	………………………………………………………
DATE:	………………………………………………………
ADDRESS:	………………………………………………………
	………………………………………………………
	………………………………………………………
	………………………………………………………

TENDER NO: DID23/12/2024

SPECIFICATION:

INVITATION OF EMERGING ENTERPRISES TO PARTICIPATE IN THE CONTRACTOR DEVELOPMENT PROGRAMME FOR THE PERIOD OF THREE (3) YEARS

CIDB GRADING GENERAL BUILDING (GB) LEVEL 1 AND 2 ONLY

TABLE OF CONTENT

ANNEXURE A

LIST OF ACRONYMS

CDP	Contractor Development Programme
CIDB	Construction Industry Development Board
CIPC	Companies and Intellectual Property Commission
CSD	Central Supplier Database
DID	Department of Infrastructure Development
EME	Exempted Micro Enterprises
GB	General Building Works
HDIs	Historically Disadvantaged Individuals
PwD	People living with disabilities
SARS	South African Revenue Services

DEFINITIONS

Authorized person: means a member/ director / shareholder / owner or employee of the company selected or authorized to sign tender documents.

Emerging enterprise: means an enterprise which is owned, managed and controlled by historically disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

Township: is as defined in the Gauteng Township Economic Development Act of 2022.

TERMS OF REFERENCE (BID SPECIFICATIONS)

1. BACKGROUND

The mandate of the Department of Infrastructure Development is to deliver public infrastructure in the province in a manner that contributes to spatial and socio-economic transformation for the benefit of the people of Gauteng. To contribute towards this mandate, the Department is implementing the Contractor Development Programme (CDP).

The CDP is aimed at providing developmental support to emerging enterprises in the construction sector. The programme is founded on five pillars namely: access to economic opportunities; mentorship support; training and skills development; facilitating access to funding; and construction plant and equipment hire.

To realize this aim and access the economic opportunities, the emerging enterprises are invited to participate in the Contractor Development Programme.

2. OBJECTIVE OF THE PROGRAMME

The objective of the programme is to transform the township construction economy in the Gauteng Province by:

- empowering emerging construction enterprises owned by black people, women, youth, people living with disabilities and military veterans;
- improving the CIDB grading status of historically disadvantaged contractors in the targeted categories;
- improving the performance of contractors in terms of quality, employment practices, skill development as well as health and safety;
- improving the business management and technical skills of the contractors; and
- promoting the construction plant and equipment hire capacity.

3. DESCRIPTION OF SERVICE

To invite emerging enterprises to participate in the Contractor Development Programme for a period of three (3) years. A maximum of 100 emerging contractors is targeted for development in the program, however the department reserves the right to include more or less companies than the maximum number stipulated.

4. REQUIREMENTS FOR PARTICIPATION IN THE CONTRACTOR DEVELOPMENT PROGRAMME

The Contract Development Programme (CDP targets emerging enterprises in the construction sector in the Gauteng Province.

The enterprises must be based from any one of the townships across the following five corridors of the Province:

a. Central (City of Johannesburg),
b. Eastern (City of Ekurhuleni),
c. Northern (City of Tshwane),
d. Western (Westrand) and
e. Southern Corridors (Sedibeng District).

Only 20 emerging enterprises per corridor will be accepted to the programme. Of the 20,10 will be level CIDB grade 1 and 10 will be level 2.

5. TARGET GROUP

The emerging enterprise must be an EME which is 51% owned by black people who are:

- Living in the township, rural or undeveloped areas; or
- Youth; or
- Women; or
- Living with disabilities; or
- Military Veterans.

6. OBJECTIVE CRITERIA

The Department is targeting a maximum of a 100 Contractors for the programme. After the set 65 points for responsiveness, the Contractors will be ranked from highest score to lowest score to make up the 100 Contractors for the programme.

In the event of tied scores, preference will be made in the following order:

- Youth
- Women
- People living with a Disability
- Military Veteran

7. CIDB GRADING

The programme targets CIDB grades Level 1 and 2 GB only.

8. PROGRAMME EXITING

Exiting Programme, is after achieving CIDB General Building (GB) Grade level 5 or 3 yrs whichever comes first as Programme does not Prohibit them from finding work somewhere else outside DID.

9. SITE BRIEFING

The Site Briefing is non-compulsory on Teams meeting.

10. TENDER VALIDITY PERIOD

The tender validity period is 180 calendar days.

11. GENERAL CONDITIONS

a) The applicant must not be blacklisted or restricted by the National Treasury.

b) The applicant must be free of potential conflicts of interest.

c) The applicant should not participate in any other Contractor Development Programme whilst still participating in this programme.

d) It is the responsibility of the applicant to ensure that they are credit worthy.

e) The applicants must ensure that the information provided is accurate as any errors or omissions found later could act as grounds of dismissal from the programme.

f) No incentive or stipend will be made to the contractors during their participation in the program.

12. ROLES AND RESPONSIBILITIES OF THE CONTRACTORS

The contractor participating in the programme shall abide by the agreed terms of the programme as set out in the service level agreement.

13 ROLES AND RESPONSIBILITIES OF THE DEPARTMENT

a) The Department shall provide support as well as economic opportunities for the duration of the programme.

b) The Department shall provide training and mentorship services for the programme as per the identified needs.

c) The Department shall facilitate funding for the emerging contractors.

d) The Department shall pay the emerging contractors within thirty (30) working days of receipt of a valid payment certificate.

14. EVALUATION PHASES

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

1. **Mandatory Compliance**
2. **Administration Compliance and**
3. **Desktop Evaluation (Functional Evaluation)**
4. **Specific goals**

14.1 MANDATORY COMPLIANCE REQUIREMENTS

Bidders must ensure that the following mandatory returnable documents are fully completed, signed and Submitted.

N.B. Failure to submit / meet or comply with the following requirements automatically constitute disqualification of tender offer

1.	Submission of fully completed and signed Invitation to Bid Form (SBD 1)
2.	Submission of fully completed and signed Bidder's Disclosure Form (SBD 4)
3.	Only contractors having a valid CIDB grade 1 and 2 (GB class of work) will be considered for evaluation. (CIDB certificate or CRS number must be provided). N.B. No grade 3 or higher in any CIDB classes of works will be accepted and no irrelevant class of work will be accepted. CIDB certificate or CRS number must be provided and must be valid at close of advert.
4.	Valid letter of good standing from Compensation for Occupational Injuries and Diseases (COIDA) Act from the Department of Labour or its agencies in the name of the Company and/or Close Corporation. This only applicable for CIDB Grading General Building (GB) Level 2.
5.	Multi tendering with different companies is prohibited and such action will render all application to elimination
6.	No Joint Ventures or Consortium or Cooperatives will be accepted.
7.	Bidder to submit signed confirmation letter that they did not previously participate in any Contractor Development Programme or currently participating in any contractor / supplier development program within South Africa.
8.	Bidder to submit signed confirmation letter that they are not in the database of Gauteng Department of Infrastructure (e.g. maintenance term contract, material supply contract, framework contract etc) N.B. should bidders be found on any Department of Infrastructure Development Panel will be disqualified.
9.	The bidder to qualify as an Exempted Micro Enterprise (EME), with an annual turnover of not more than R 10 million (Small Firm) **Note: Bidders must submit their latest financial statements as proof of their annual turnover as confirmed by an independent Accountant.** **Small businesses with no financial history, to submit a letter from their independent accounting firm confirming their financial status and/or projections for a period of Twelve (12) months and must not be older than Eighteen (18) months.**
10.	Bidder to submit confirmation letter that they are not employed full-time, or part-time or full-time students and contractors are prohibited from resigning from their employment to participate in the program.
11.	Must not apply for a CIDB grade below any of their highest CIDB grading. (*e.g. if the company is on grade 2, it should apply for grade 2 and not grade 1)*

All bids which comply with mandatory requirements will be evaluated on functionality and highest twenty (20) scoring bidders will be admitted per corridor for each CIDB General Building (GB) level 1 and 2 only.

14.2 OTHER ADMINISTRATIVE REQUIREMENTS

1.	Submission of fully completed preference claim form (SBD 6.1)
2.	Proof of Registration with CSD (the CSD report or MAAA number). CSD registration report for each main bidder, partner in the trust, consortium or joint venture to be submitted.
3.	Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
4.	Certified ID copies for all members / directors / shareholders or owner/s to be submitted. (Certification of documents should not be older than 6 months).
5.	B-BBEE Status Level Verification Certificates must be valid and issued by an accredited SANAS Agency.
6.	Sworn Affidavits submitted by bidders in support of their B-BBEE level should comply with the Department of Trade, Industry and Competition (DTIC) format which can be found on the CIPC and / or the DTIC website.
7.	Non -Compulsory Teams Meeting
8.	Registration Documents of the business with the Companies and Intellectual Property Commission (CIPC) including proof of Annual Returns in Good Standing.
9.	Proof of Shareholder Certificate (Pty) Ltd companies.

14.3 **FUNCTIONALITY EVALUATION APPLICABLE:**

14.3 A. Functionality Applicable to CIDB grade 1 General Building Contractor

Functionality total weight points:	100 points
Minimum Functionality Score	65 points

Main functionality criteria:	***Sub criteria***	***Points allocation for sub-criteria***	***Weighting factor:***
Company registration dates	Provide proof of company registration documents with CIPC. ▪ Company registered for 10 years or more. ▪ Company registered for 7 to less than 10 years. ▪ Company registered for 5 to less than 7 years. ▪ Company registered for 3 to less than 5 years. ▪ Company registered for 1 to less than 3 years. ▪ Company registered Less than 1-year	30 Points 24 Points 18 Points 12 Points 6 Points 0 Points	30 Points
Township or Rural or Undeveloped Areas	• For proof of company operational address, the bidder must submit CIPC company documents with CSD report and Municipal Rate & Taxes Bill/ Lease agreement / Confirmation letter from the Ward Councillor or any valid account) confirming the company operational address and must be in Gauteng. • No submission of any of the above-mentioned proof of address documents	30 Points 0 Points	30 Points
Qualifications of owners, shareholders, or members	Construction related certificate N3 or higher or Matric / grade 12 certificate or CETA accredited certificate.	10 Points	10 points

Key Personnel CV, Qualification, Experience and Post registration with professional bodies **Bidders to attach registration of Valid Professional bodies (any expired registration will not be accepted)**	Bidders to attach the following documents: • Copies of a detailed Curriculum Vitae (CV) for Key Staff • Certified copies of Qualifications • Certified Professional registration **Foreman / Supervisor must have:** N6 / NQF 5 in the Built environment and **Safety Representative must have:** SAMTRAC Safety Course or equivalent course and Registered as a Candidate Safety Officer with SACPCMP. The points for key personnel will be calculated as follows: **Foreman / Supervisor with:** • More than 1 year experience in the Built environment. **= 15 Points** • 6 -12 months in the Built environment **= 10 Points** • Less than 6 Months experience in the Built environment **= 0 Point** **Safety Representative with** • More than 1 year experience in the Built environment. **= 15 Points** • 6 -12 months in the Built environment **= 10 Points** • Less than 6 Months experience in the Built environment **= 0 Points** **Note:** • Clear copies and Commissioner of Oath certified, must not be older than 3 months from the closing date of this bid.	30 Points	

	- Foremen / Supervisor and Safety Representative must provide SAPS affidavit stating awareness of CV inclusion on the bid willingness to participate in the programme, failure to which if otherwise engaged at time of awards may be replaced with someone of equivalent or similar qualifications - The Company Director / owner may play the role of the Foreman /supervisor should they meet the criteria. - Foreign qualifications should have proof of SAQA Accreditation – Site Manager, Foreman and Safety Officer must have proof of the minimum qualifications with relevant body		

4.1.3. B. Functionality Applicable to CIDB grade 2 General Building Contractor

Functionality total weight points:	100 points
Minimum Functionality Score	65 points

Main functionality criteria:	***Sub criteria***	***Points allocation for sub-criteria***	***Weighting factor:***
COMPANY EXPERIENCE	*Demonstrate a proven capacity and capability to complete works in the class of interest.* Completion certificate/ completion reference letters of at-least two (02) construction with two (02) corresponding appointment letters or Purchase orders. Completion certificate/ completion reference letters of at-least one (01) construction related projects in the field of interest with one (01) corresponding appointment letters or Purchase orders.	30 points 15 points 10 points	30 points

	Current project not yet completed (Provide appointment letter / contract / PO with the project progress status report or reference indicating the status of the project from the client / employer on the client's letterhead) No evidence of any work completed	0 Point	
Township or Rural or Undeveloped Areas	• For proof of company operational address, the bidder must submit CIPC company documents with CSD report and Municipal Rate & Taxes Bill/ Lease agreement / Confirmation letter from the Ward Councillor or any valid account) confirming the company operational address and must be in Gauteng. No submission of any of the above-mentioned proof of address documents	30 points 0 points	30 Points
Qualifications of owners, shareholders, or members	Construction related certificate N3 or higher or Matric / grade 12 certificate or CETA accredited certificate.	10 points	10 points
Key Personnel CV, Qualification, Experience and Post registration with professional bodies **Bidders to attach registration of Valid Professional bodies (any expired registration will not be accepted)**	Bidders to attach the following documents: • Copies of a detailed Curriculum Vitae (CV) for Key Staff • Certified copies of Qualifications • Certified Professional registration **Foreman / Supervisor must have:** N6 / NQF 5 in the Built environment and **Safety Representative must have:** SAMTRAC Safety Course or equivalent course and Registered as a Candidate Safety Officer with SACPCMP. The points for key personnel will be calculated as follows: **Foreman / Supervisor with:** **Foreman / Supervisor with:** • More than 1 year experience in the Built environment.	30 Points	30 Points

	= 15 Points • 6 – 12 months experience in the Built environment **= 10 Points** • Less than 6 months experience in the Built environment **= 0 Point** **Safety Representative with** • More than 1 year experience in the Built environment **= 15 Points** • 6 - 12 months experience in the Built environment **= 10 Points** • Less than 6 months experience in the Built environment **= 0 Points** **Note:** • Clear copies and Commissioner of Oath certified, must not be older than 3 months from the closing date of this bid. • Foremen / Supervisor and Safety Representative must provide SAPS affidavit stating awareness of CV inclusion on the bid willingness to participate in the programme, failure to which if otherwise engaged at time of awards may be replaced with someone of equivalent or similar qualifications. • The Company Director / owner may play the role of the Foreman /supervisor should they meet the criteria. • Foreign qualifications should have proof of SAQA Accreditation – Site Manager, Foreman and Safety Officer must have proof of the		

	minimum qualifications with relevant body		

Note:

1. A bidder that scores less than 65 points out of 100 points in respect of the above functionality evaluation criteria, will be regarded as non-responsive and will be disqualified.
2. 'In the event of a tie, preference will be made in the following order:
   I. Youth
   II. Women
   III. People with Disabilities (PwD)
   IV. Military Veterans
3. Only the first 10 highest scoring bidders per CIDB grading level will be admitted per corridor.

14.4 SPECIFIC GOALS

The enterprises are scored out of a maximum of 20 points for socio-economic goals.

HDI TARGETED GROUPS – AT- LEAST 51% OWNERSHIP AS FOLLOWS:	POINTS ALLOCATION
OWNED BY BLACK PEOPLE: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	2 POINTS
WOMEN: (Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	4 POINTS
YOUTH: Provide ID documents for Members / shareholder / Directors / Owner, no points will be allocated if ID's are not provided	6 POINTS
MILITARY VETERANS: provide a confirmation letter with a force number from department of military veterans, no points will be allocated if no confirmation letter or certificate from department of military veterans stating the membership of the owner/ director / member shareholder of the company	4 POINTS
PEOPLE WITH DISABILITY (PwD): provide a confirmation letter / certificate from medical practitioner, no points will be allocated if no confirmation letter or certificate from medical practitioner stating the permanent disability for the owner/ director / member shareholder of the company	4 POINTS
TOTAL HDI's POINTS	**20 POINTS**

Annexure A

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

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 anything 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.

11.2 " 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 ancillaries 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 security

7.1 Within thirty (30) days of receipt of the notification of contract award, 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

13.1 The supplier may be required to provide any or all of the

Services 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 them 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 fulfilment 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 contract 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 cancelling 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 212;
(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.

General Conditions of Contract (revised February 2008)