



INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 5TH AUGUST 2022

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG
GROWTH AND DEVELOPMENT AGENCY**

BID NUMBER: GGDA/03/2022-23/CONTRACTORS

CLOSING DATE: 9TH SEPTEMBER 2022

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 120 DAYS

BRIEFING SESSION: COMPULSORY BRIEFING SESSION

**BRIEFING SESSION VENUE: 10TH FLOOR AUDITORIUM, GGDA OFFICES
124 MAIN STREET, JOHANNESBURG 2001**

BRIEFING SESSION TIME: 10h00

BRIEFING SESSION DATE: 17th AUGUST 2022

**DESCRIPTION: THE ESTABLISHMENT OF A PANEL OF CIDB REGISTERED
CONTRACTORS FOR ALL CLASSES OF WORKS FOR GGDA
GROUP**

**BID SUBMISSION REQUIREMENTS: 1 ENVELOPE
WE REQUEST - SUBMISSIONS MUST BE SUBMITTED IN
ONE ORIGINAL HARDCOPY & 1 X USB COPIES**

TECHNICAL PROPOSAL- (1 ORIGINAL HARDCOPY & 1 x USB COPY)

**(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS
REQUESTED)**

**BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT: 15TH FLOOR, 124 MAIN
STREET, JOHANNESBURG.**

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted ? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is completed & signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
Annexure 11 – Authority of Signatory	Make sure is submitted, completed, and signed by authorised personnel	Compulsory	
Annexure 12 – Certificate of Compulsory Briefing/Site Clarification Meeting	Make sure is submitted, completed, and signed by both bidder & GGDA	Compulsory	
Annexure 13 – Key Personnel	Make sure is submitted, completed, and signed for each individual personnel	Compulsory	
SBD 4 (Declaration of interest)	Make sure it is completed & signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE	Compulsory	
SBD 6.2 - Local Content Declaration	Make sure its completed and signed	N/A	
Central Supplier Database (CSD) Summary Report	Proof of CSD registration	Other returnable	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 6 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Vat Registration Certificate	If applicable	Other returnable	
SANAS or CIPC BBBEE Certificate & Valid Sworn Affidavit as per DTi or CIPC	SANAS/CIPC BBBEE certificate or valid sworn affidavit be submitted to claim BBBEE points (must be an original or a certified copy)	Other returnable	
Company Profile	Include the structure of the company	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if applicable	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	
Audited Financial Statements for the previous 3 financial years	Bidder to submit latest financial statements for the previous 3 years, for financial ratio analysis NB: JV/Consortium – All parties must submit	Part of Financial Analysis	

IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE WILL DISQUALIFY THE BID

1. Bid Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF GAUTENG
GROWTH AND DEVELOPMENT AGENCY**

BID NUMBER: GGDA/03/2022-23/CONTRACTORS **CLOSING DATE:** 9th September 2022 **TIME:** 11:00

**DESCRIPTION: THE ESTABLISHMENT OF A PANEL OF CIDB REGISTERED CONTRACTORS FOR ALL
CLASSES OF WORKS FOR GGDA GROUP**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

Gauteng Growth & Development Agency
15TH Floor
124 Main Street
JOHANNESBURG
2001

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration. The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS.....

TELEPHONE NUMBER CODE..... NUMBER.....

CELL PHONE NUMBER.....

FACSIMILE NUMBER CODE..... NUMBER.....

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO (IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL BID PRICE - N/A

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GGDA. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of GGDA.

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: tenders@ggda.co.za; Kgalaletsos@ggda.co.za & khutsor@ggda.co.za.
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **30TH of August 2022**.
- 2.3 **Bidders may not contact any other GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.**
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GGDA regarding anything arising from the fact that pages are missing or duplicated.

3 Validity Period

- 3.1 Responses to this tender received from suppliers will be valid for a period of **120 days** counted from the closing date of the tender.

4 Submission of Tenders

- 4.1 Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, **(TENDER REF NUMBER: GGDA/03/2022-23/CONTRACTORS)**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 9TH SEPTEMBER 2022**
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without

original bid document will not be considered.

- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.
- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 GGDA reserves the right to request clarity on the bid that are priced way below market value and conclude whether the bid is responsive or non-responsive. The following will provide the guide how the GGDA will treat the response: "in with the National Treasury Circular dated 10 May 2005 it is indicated that "tenders are acceptable if the bidder has the necessary capacity and ability to execute the contract". Furthermore, CIDB Inform Practice Note #5 on evaluating tender offers states that the "tender is acceptable if the tenders can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract".
 - 4.7.1 On the basis of the above the bidder will be required to provide clarity with justifiable reasons why they have quoted prices below acceptable market prices, such as bulk buying discounts, relationship with its manufactures/ suppliers, required material available from the previous project or has a material warehouse, willing to forfeit profit on this project with the aim to grow the business presence/ brand etc.
 - 4.7.2 GGDA will during the evaluation process engage the relevant bidder(s) in writing requesting confirmation of the accuracy and correctness of the bid price offered and whether the service provider will be able to provide the required scope of work in line with the technical specification (in terms of quantities, quality and timeframe) to be submitted to the entity within a reasonable timeframe. However, this process must not allow a bidder to amend the initial prices but just to confirm the initial price offered. The written response from the service provider should be assessed and if the service provider in its response concedes that the bid price omitted certain pricing elements or provided incorrect pricing/ rates, then the bid maybe disqualified on the basis of non-responsiveness to the tender requirements. If the service provider confirms the price offer as accurate and correct, then the entity may continue evaluating the bids and if the relevant bidder is the recommended bidder, may consider mitigating the potential risks by addressing these (under performance, penalties, quality assurance, contract management and monitoring, contract variations) during the contracting stage.
- 4.8 GGDA also reserves the right to award this bid to a purely empowerment company or may award this bid on conditions that a joint venture with an empowerment company is formed.
- 4.9 GGDA also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this bid documents.
- 4.11 An incomplete price list shall render the bid non-responsive.
- 4.12 GGDA reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per the recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.

- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions.
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be bidding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 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.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit a Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit a Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available bidder must submit their CSD Number or CSD report with compliant tax status. Bidders to ensure are pre-registered on central supplier database (CSD) before submitting the bid.
- 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."

PART A2: TERMS OF REFERENCE

THE ESTABLISHMENT OF A PANEL OF CIDB REGISTERED CONTRACTORS FOR ALL CLASSES OF WORKS FOR GGDA GROUP

1. REQUEST FOR PROPOSALS

The Gauteng Growth and Development Agency, an Agency of Gauteng Department of Economic Development (GDED) as an organ of state requires economic infrastructure to accelerate delivery of its services to the citizens of Gauteng Province. Through its legislative mandate GGDA has infrastructure delivery functions which must be performed in accordance with the applicable legislative requirements within its domain effective from 2021.

The GGDA infrastructure projects functions, which includes new infrastructure projects, additions, upgrades, refurbishments, renovations, rehabilitation, and maintenance, must be aligned to the the Annual Performance Plans which includes but not limited to Economic Infrastructure Projects, Infrastructure facilities upgrades, Bulk services, Office refurbishments, Maintenance, etc.

The GGDA has identified the need to appoint a panel of contractors to meet its mandate and objectives in line with its Strategic Plan and Annual Performance Plans (APPs). The GGDA through its Enterprise Project Management Office (EPMO), therefore invites suitable, qualified, and experienced Contractors with clear track records for all classes of works for the establishment of a panel of Contractors to be appointed for a period of thirty-six (36) months without guarantee of a quantum of works.

2. OBJECTIVES

The objective is to have a readily available panel of Contractors which can be invited to submit pricing proposals for the different classes of construction works on an ad hoc basis, once pre-qualified into the panel and having signed the framework agreements with GGDA. The appointed pre-qualified panel of Contractors will assist the GGDA in the implementation of its various infrastructure projects throughout the Gauteng Province.

3. SCOPE OF WORK

The type and nature of works to be executed is categorized as follows: -

- New Construction
- Upgrades and Additions
- Rehabilitation, Renovations and Refurbishments
- Maintenance

The tables below indicate the limited type or nature of works, the minimum and maximum Construction Industry Development Board (CIDB) grading required: -

TABLE 3.1 CORE WORKS

Type or nature	Civil Engineering (CE)	Electrical Engineering Works-Building (EB)	Electrical Engineering Works-Infrastructure (EP)	General Building Works (GB)	Mechanical Engineering Works (ME)
Minimum CIDB grading	3CE	3EB	3EP	3GB	3ME
Maximum CIDB grading	9CE	9EB	9EP	9GB	9ME

TABLE 3.2 SPECIALIST WORKS

Type or nature	Fire prevention and protection infrastructure (SF)	Waterproofing of basements, roofs and walls using specialist systems (SN)	The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing (SQ).
Minimum CIDB grading	3SF	3SN	3SQ
Maximum CIDB grading	9SF	9SN	9SQ

Bidders that are registered and bidding for multiple nature of works (e.g., CE, GB, etc.) must indicate the nature of works for which the bidder prefers to be pre-qualified for in the table below. Ensure that the minimum CIDB grading is as per the table above. Bidders must mark with an “X” the preferred nature of works to be pre-qualified for in this contract, attach proof of valid registration from CIDB.

NB: The bids of Bidders that do not clearly indicate their preferred nature of work as prescribed above, will not be considered and submission will be reported as non-responsive.

TABLE 3.3 PREFERRED NATURE OF WORKS

CIDB Grading designation	CE	EB	EP	GB	ME	SF	SN	SQ
3								
4								
5								
6								
7								
8								
9								

Note: The Bidder must also ensure that its experience as indicated at functional evaluation section is aligned to the preferred nature of work selected on the table above.

4. CONTRACTUAL REQUIREMENTS

4.1. Successful Bidders

The Successful Bidders will be required to sign a Framework Agreement to conclude appointment into the pre-qualified panel. Approved panel members will be invited to bid depending on the estimated value of works and required CIDB grading. When the process of submission of price proposals by Contractors from the panel is concluded, a successful Contractor/s shall be required to sign a project specific contract for each project to be executed. The forms of contract that will be applicable for GGDA infrastructure projects under this contract are as follows (or the latest applicable thereof): -

- JBCC Principal Building Agreement Edition 6.2 May 2018
- JBCC Principal Building Agreement: Contract Data Edition 6.2 May 2018
- JBCC Minor Works Agreement Edition 5.2 May 2018
- JBCC Minor Works Agreement: Contract Data Edition 5.2 May 2018
- SAICE General Conditions of Contract for Construction Works (latest amendment) (GCC)
- NEC3 Engineering and Construction Contract (ECC)
- NEC3 Engineering and Construction Short Contract (ECSC)
- NEC3 Term Service Contract (TSC)
- NEC3 Term Service Short Contract (TSSC)

Note: Bidders are requested to familiarise themselves with the clauses in the above Engineering Contracts.

4.2. Prequalification

In the event of prequalification for contracts (projects or tasks or instructions), the GGDA reserves the right to hold the successful service provider (at RFQ/Project Stage) to regulation 4 of the Preferential Procurement Regulations, 2017.

4.3. Subcontracting

In the event of subcontracting for contracts (projects or tasks or instructions) above R30m, the GGDA reserves the right to hold the successful service provider (at RFQ/Project Stage) to regulations 9 of the Preferential Procurement Regulations, 2017.

4.4. Service Provider's All Risk Insurance

As per the *GGDA SCM Policy for Infrastructure Procurement and Delivery Management* service providers must note that during project execution stage, they must submit the applicable all risk insurance.

Type of Insurance	Value
Contractors All Risk Insurance	<ul style="list-style-type: none">• The Contractors All Risk Insurance value must be equal to the Project/Contract value.• Depending on the nature of the project:<ul style="list-style-type: none">✓ GGDA reserves the right to specify if all risk insurance value must be higher than the project value.✓ GGDA also reserves the right to specify whether insurance is applicable/not applicable on any specific project.

5. FINANCIAL PLAN

The value of the work per project shall be approved by the GGDA, in line with internal GGDA policies and procedures, as well as current legislation in respect of the classification and determination of work categories for issued instructions. The GGDA will determine as per criteria provided, the classification of work as being outside the scope of services that are deemed to be part of this contract.

6. APPOINTMENT METHOD

The GGDA plans to appoint a panel of pre-qualified Contractors for a period of thirty-six (36) months. Once appointed, each Contractor/s will be on the panel of Contractors to be contracted when a need arises from the GGDA for any particular infrastructure project. This means that having pre-qualified for and being appointed to the panel and signing a framework agreement, does not automatically guarantee that any member of the panel will be awarded any work by the GGDA during the term of this contract. Members of the panel will be allowed to bid on each project identified by the GGDA in accordance with the terms of the relevant signed framework agreement.

7. TECHNICAL SPECIFICATION

7.1. Regulatory Compliance

The service provider is to ensure that all legislation, codes of practice, by-laws, practice notes, standards and statutory requirements are adhered to that includes, but is not limited to the following:

- Constitution of the Republic of South Africa, 1996
- Preferential Procurement Policy Framework Act 5 of 2000
- Broad Based Black Economic Empowerment Act 53 of 2003 (BBBEE)
- Government Immovable Asset Management Act 19 of 2007 (GIAMA)
- Public Finance Management Act 1 of 1999
- National Heritage Act 25 of 1999
- National Environmental Management Act 107 of 1998
- Provincial land administration legislation
- Treasury Regulations, 2001
- Construction Regulations of 2014 under the Occupational Health and Safety Act 85 of 1993
- Fencing Act 31 of 1963
- National Building Regulations and Building Standards Act 103 of 1977
- GGDA Infrastructure SCM Policy
- Framework for Infrastructure Delivery and Procurement Management
- South African National Standards
- South African Building Standards
- Architectural Profession Act 44 of 2000
- Engineering Profession Act 46 of 2000
 - Quantity Surveying Profession Act 49 of 2000
 - Project and Construction Management Professions Act 48 of 2000
 - Planning Profession Act 36 of 2002

- Natural Scientific Professions Act 27 of 2003
- Construction Industry Development Board Act 38 of 2000

7.2. **Services Specification**

The successful service provider shall be responsible for the successful execution of works from Stage 5 – Stage 6: -

Stage 5: Works (Completed works capable of being used or occupied)

The following is required for completion of the Works stage:

- Completion of the works is certified in accordance with the provisions of the contract; or
- The goods and associated services are certified as being delivered in accordance with the provisions of the contract.

Stage 5 is complete when the Works Completion Report is approved, and applicable completion certificates issued.

Stage 6: Handover (Works which have been taken over by user or owner; completed training; record information)

The following activities shall be undertaken during the handover stage:

- Finalize and assemble record information which accurately reflects the infrastructure that is acquired, rehabilitated, refurbished, or maintained.
- Handover the works and record information to the user organization and if necessary, train end user staff in the operation of the works.

Stage 6 is complete when all the Close Out Reports are completed, and Handover/Record Information report is approved by GGDA.

Close-Out (Defects Certificate or Certificate of final completion; Final Account; Close-Out Report)

The close out stage commences when the end user accepts liability for the works. It is complete when:

- Record information is archived.
- Defects certificate and certificates of final completion are issued in terms of the contract;
- Final amount due to the Contractor is certified, in terms of the contract.
- Close-Out Report is prepared by the Implementer and approved by the Client Department.

Stage 6 is complete when all the Close Out Reports are completed, and Handover/Record Information report is approved by GGDA.

8. SUBMISSION OF BID PROPOSALS

8.1. General

- Bidders must deliver their proposals in one package.
- Ensure that all pages are completed in full and signed by authorised representative(s) of the bidder. The address for delivery of the package is as follows:
Gauteng Growth and Development Agency, 124 Main, Marshalltown, Johannesburg.
- The outside of the package is to show:
 - ✓ Name of Bidder
 - ✓ Description of proposal
 - ✓ RFP Number
 - ✓ Closing date and time

8.2. Recommended sequence of documents for different categories

Annexure 1: Mandatory Documents

Annexure 2: Administrative Documents

Annexure 3: Form 1 - Civil Engineering (CE)

Annexure 4: Form 2 - Electrical Engineering Works - Building (EB)

Annexure 5: Form 3 - Electrical Engineering Works- Infrastructure (EP)

Annexure 6: Form 4 - General Building Works (GB)

Annexure 7: Form 5 - Mechanical Engineering Works (ME)

Annexure 8: Form 6 - Fire Prevention and Protection Infrastructure (SF)

Annexure 9: Form 7 - Waterproofing of Basements, Roofs, and Walls Using Specialist Systems (SN)

Annexure 10: Form 8 -: The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel fencing (SQ).

Annexure 11: Authority of Signatory

Annexure 12: Certificate of Tenderer's Compulsory Briefing/Site Clarification Meeting Attendance

Annexure 13: Key-Personnel/Management Staff

NB: For each Form 1 to Form 8, bidder must clearly outline the following as detailed under functionality: -

1.1. Bidder Experience

1.2. Personnel Qualification & Experience: -

- 1.2.1. Site Agent Qualification
- 1.2.2. Site Agent Experience
- 1.2.3. Foreman Qualification
- 1.2.4. Foreman Experience
- 1.2.5. Safety Officer Qualification
- 1.2.6. Safety Officer Experience
- 1.2.7. Contracts Manager Qualification
- 1.2.8. Contracts Manager Experience

9. PROPOSAL PREPARATION INSTRUCTIONS

In responding to the RFP, the Bidder accepts full responsibility to understand the RFP in its entirety, and in detail, including making any enquiries to the GGDA as necessary to gain such understanding. The GGDA reserves the right to disqualify any bidder who demonstrates less than such understanding. Further, the GGDA reserves the right to determine, at its sole discretion, whether the bidder has demonstrated such understanding. That right extends to cancellation of award if award has been made. Such disqualification and /or cancellation shall be at no fault, or liability whatsoever to the GGDA. Questions concerning this RFP must be submitted in writing.

10. NO LIABILITY

The GGDA reserves the right to accept or reject any proposal or stop the procurement process at any time, without assigning any reason or liability. The GGDA shall not be liable to any respondent, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

During the tenure of the panel, the GGDA further reserves the right to cancel any invitation that may have been issued to submit pricing proposals from the panel of contractors and approach the market for works whenever it is considered that better value in terms of time, cost and quality may be obtained by the GGDA.

11. SEVERABILITY

Appointments in all the categories this panel pertains to will be severable and the validity of an appointment in any category will not be affected by the non-appointment in any other category for the same panel.

12. COMPULSORY BRIEFING

A compulsory briefing session will be held for clarity, instructions and to provide bidders an opportunity for questions. Annexure 12 to be completed and signed by both bidder & GGDA and original to be submitted with the bid

Note: Bidders must ensure that they attend the briefing session. Failure to attend this compulsory briefing session will result in immediate disqualification.

13. SUCCESSFUL PANELIST

The GGDA reserves the right to appoint:

- a) Multiple service providers for various segments of the work, or
- b) Not any service provider at all.

14. EVALUATION METHODOLOGY

Bids will be evaluated as per evaluation process as stated below. All bidders need to comply with all requirements in order to be considered.

The procedure for the evaluation of responsive RFPs will be as follows: -

1st on Administrative Compliance

2nd on Mandatory Requirements

3rd on Functionality (as per Form 1 to 8)

4th on Objective Criteria (to assess the bidder's financial capability using financial analysis ratio model)

14.1. 1ST STAGE: ADMINISTRATIVE COMPLIANCE

Bidder to comply with all the bid document administrative requirements and ensure documents are fully signed where required

Administrative requirement to note and adhere to by bidder on their submission

- a) Copy of valid Tax Compliance Status Pin. For Joint-Venture, submit copy of valid Tax Compliance Status Pin for each party.
- b) Certified copy of a valid and SANAS accredited B-BBEE Certificate. For Joint-Venture, submit a consolidated certified copy of a valid and SANAS accredited B-BBEE Certificate. For Bidders that are either EMEs or QSEs submit a valid **original** sworn affidavit. For Joint-Venture, submit a valid **original** consolidated sworn affidavit. The affidavit must be in a format as prescribed by Department of Trade and Industry (DTI).
- c) Copy of National Treasury Central Supplier Database (CSD) registration report not older than one (1) calendar month before the tender closing date.

14.2. 2ND STAGE: MANDATORY REQUIREMENTS

A bidder must fully complete, sign and submit all mandatory returnable documents listed below for compliance, failing which the bidder will be **disqualified** from further evaluation:

- a) Copy of a valid proof of active Compensation for Occupational Injuries and Diseases Act (COIDA) compliance certificate.
NB: For Joint-Ventures/Consortiums, a copy of a valid proof of active COIDA compliance certificate must be submitted for **each** JV partner, if all partners to JV/Consortium don't submit their COIDA certificates the whole submission will be disqualified.
- b) **Signed JV/Consortium agreement** in the case of a Joint-Venture **must** be submitted with the bid. Document must clearly indicate the leading partner.
- c) Current and valid CIDB grading or CRS number in accordance with Table 3.3.
NB: For Joint-Venture, submit a valid combined CIDB grading designation registration document using the CIDB JV calculator.

Note: Failure to submit one or all of the mandatory required documents listed above, will result in disqualification from the bidding process.

Note: GGDA reserves the right to verify any document submitted by a bidder.

14.3. 3rd STAGE: FUNCTIONALITY

This refers to an assessment of the bidder's ability and capacity to undertake projects to be executed under this contract, with reference to the bidder's experience (**number of projects completed in CE, EB, EP, GB, ME, SF, SN and SQ categories**). Key Personnel Qualifications and Key Personnel Experience will also be evaluated for this purpose.

Bidders may appoint sub-contractors as per selected form of contract's conditions and relevant prescripts, to undertake specialist work that is needed to complete the work.

A total of 125 points per category has been allocated for functionality. In order to qualify, bidders must score a minimum of 85 points on functionality in each discipline they are bidding for.

Bidders need to qualify in each of the categories they submitted for but obtaining or meeting the minimum required threshold of 85 points to proceed to the next stage of evaluation of the tender, of which bidders will be part of the pre-approved panel of contractors and RFQ invitation process will be followed to invite bidders for specific project pricing proposals

NB: Bidders that score less than the 85 points thresholds will not be evaluated further, and their proposals shall be disqualified.

If all bidders score below the 85 points thresholds, the GGDA reserves the right to cancel the bid and re-advertise or source using other procurement methods.

NOTE: ALL REQUIRED CERTIFIED COPIES MUST BE CERTIFIED WITHIN 3 MONTHS OF THE DATE OF TENDER CLOSURE.

Summary of the functionality table

Description	Points
Forms will be used to evaluate each bid category submitted for CE, EB, EP, GB, ME, SF, SN and SQ categories (ensure as bidder you comply to each category you ticked)	
FORM 1 TO 8	
Bidder's Experience (number of projects completed in CE, EB, EP, GB, ME, SF, SN and SQ categories) – (complete the relevant Form applicable to your area of bidding – see Form 1 until Form 8)	25
Qualifications of Key Personnel (Site Agent)	10
Qualifications of Key Personnel (Foreman)	10
Qualifications of Key Personnel (Safety Officer)	10
Qualifications of Key Personnel (Contracts Manager)	10
Experience of Key Personnel (Site Agent)	15
Experience of Key Personnel (Foreman)	15
Experience of Key Personnel (Safety Officer)	15
Experience of Key Personnel (Contracts Manager)	15
Total points	125

Note 1: Tenderers must take note that the functionality evaluation is divided into two grading designations of **3 – 5 as well as 6 – 9**, each with different functionality evaluation requirements as indicated in the forms below.

Note 2: A Safety Officer can be used across different nature of works selected by the bidder.

FORM 1

NATURE OF WORKS: CIVIL ENGINEERING (CE)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
<p>1. BIDDER'S EXPERIENCE</p> <p>Both appointment letter and completion certificate must be submitted and referencing to each other. Only points on related submitted documents will have points awarded.</p>		25	
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 5 x client signed letters of appointment backed with • 5 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 25 points</p>	<p>Note value on appointment letter or the completion certificate:</p> <ul style="list-style-type: none"> • For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, • For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, • The nature of work must ONLY be CE (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). • The bidder must ensure that the experience is as per preferred nature of work selected. • Each letter (appointment/completion) must be on Clients Letterhead and indicate: • Nature of work done/services provided/ Project Value/Construction amount 		
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 4 x client signed letters of appointment backed with • 4 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 20 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 3 x client signed letters of appointment backed with • 3 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 15 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 2 x client signed letters of appointment backed with • 2 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 10 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 1 x client signed letter of appointment backed with • 1 x completion certificate of the same appointment. <p>= 2,5 points for each area = max of 5 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x client signed letter of appointment backed with</p> <p>0 x completion certificate of the same appointment.</p>			
<p>2. CE – PERSONNEL QUALIFICATIONS AND EXPERIENCE</p>			
<p>SITE AGENT QUALIFICATION</p>		10	
<p>Valid certified copy of Qualifications in Civil Engineering = max 10 Points</p> <ul style="list-style-type: none"> • N6 = 3 Points • National Diploma = 6 Points 	<p>Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by</p>		

<ul style="list-style-type: none"> Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: Bricklayer or Plaster = 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of		

<ul style="list-style-type: none"> 1 year and less post qualification experience = 0 Points 	experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> N6 = 3 Points National Diploma = 6 Points Degree =8 points Honours Degree/BTech = 10 Points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR CE		85	

FORM 2

NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS BUILDING (EB)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
3. BIDDER'S EXPERIENCE		25	
Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 5 x client signed letters of appointment backed with 5 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 25 points	Note value on Appointment letter or the completion certificate: <ul style="list-style-type: none"> For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, The nature of work must ONLY be EB (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each letter (appointment/completion) must be on Clients Letterhead and indicate: Nature of work done/services provided/ Project Value/Construction amount 		
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 4 x client signed letters of appointment backed with 4 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 20 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 3 x client signed letters of appointment backed with 3 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 15 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 2 x client signed letters of appointment backed with 2 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 10 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 1 x client signed letter of appointment backed with 1 x completion certificate of the same appointment. = 2,5 points for each area = max of 5 points			
Single Bidder or Joint Venture, who attaches. 0 x client signed letter of appointment backed with 0 x completion certificate of the same appointment.			
4. EB – PERSONNEL QUALIFICATIONS AND EXPERIENCE			
SITE AGENT QUALIFICATION		10	
Valid certified copy of Qualifications in Electrical Engineering = max 10 Points <ul style="list-style-type: none"> Trade Certificate = 3 Points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by		

<ul style="list-style-type: none"> National Diploma = 6 Points Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: Electrician or Wireman's license = 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae		

<ul style="list-style-type: none"> • 1 year and less post qualification experience = 0 Points 	with contactable references) of experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> • Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> ○ National Diploma = 6 points ○ Degree = 8 points ○ Honours Degree = 10 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> • More than 4 years' post qualification experience = 15 Points • More than 2 and up to 4 years' post qualification experience = 10 Points • More than 1 year and up to 2 years' post qualification experience = 5 Points • 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR EB		85	

FORM 3

NATURE OF WORKS: ELECTRICAL ENGINEERING WORKS- INFRASTRUCTURE (EP)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
5. BIDDER'S EXPERIENCE		25	
Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 5 x client signed letters of appointment backed with 5 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 25 points	Note value on Appointment letter or the completion certificate: <ul style="list-style-type: none"> For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, The nature of work must ONLY be EP (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each letter (appointment/completion) must be on Clients Letterhead and indicate: Nature of work done/services provided/ Project Value/Construction amount 		
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 4 x client signed letters of appointment backed with 4 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 20 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 3 x client signed letters of appointment backed with 3 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 15 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 2 x client signed letters of appointment backed with 2 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 10 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 1 x client signed letter of appointment backed with 1 x completion certificate of the same appointment. = 2,5 points for each area = max of 5 points			
Single Bidder or Joint Venture, who attaches. 0 x client signed letter of appointment backed with 0 x completion certificate of the same appointment.			
6. EP – PERSONNEL QUALIFICATIONS AND EXPERIENCE			
SITE AGENT QUALIFICATION		10	
Valid certified copy of Qualifications in Electrical Engineering = max 10 Points <ul style="list-style-type: none"> N6 = 3 Points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by		

<ul style="list-style-type: none"> National Diploma = 6 Points Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: Electrician or Wireman's license = 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of a Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae		

<ul style="list-style-type: none"> 1 year and less post qualification experience = 0 Points 	with contactable references) of experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> National Diploma = 6 points Degree = 8 points Honours Degree = 10 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR EP		85	

FORM 4

NATURE OF WORKS: GENERAL BUILDING WORKS (GB)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
<p>7. BIDDER'S EXPERIENCE</p> <p>Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated</p>		25	
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 5 x client signed letters of appointment backed with • 5 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 25 points</p>	<p>Note value on Appointment letter or the completion certificate:</p> <ul style="list-style-type: none"> • For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, • For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, • The nature of work must ONLY be GB (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). • The bidder must ensure that the experience is as per preferred nature of work selected. • Each letter (appointment/completion) must be on Clients Letterhead and indicate: • Nature of work done/services provided/ Project Value/Construction amount 		
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 4 x client signed letters of appointment backed with • 4 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 20 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 3 x client signed letters of appointment backed with • 3 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 15 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 2 x client signed letters of appointment backed with • 2 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 10 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 1 x client signed letter of appointment backed with • 1 x completion certificate of the same appointment. <p>= 2,5 points for each area = max of 5 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x client signed letter of appointment backed with</p> <p>0 x completion certificate of the same appointment.</p>			
<p>8. GB – PERSONNEL QUALIFICATIONS AND EXPERIENCE</p>			
<p>SITE AGENT QUALIFICATION</p>		10	
<p>Valid certified copy of Qualifications in Electrical Engineering = max 10 Points</p> <ul style="list-style-type: none"> • N6 = 3 Points • National Diploma = 6 Points 	<p>Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by</p>		

<ul style="list-style-type: none"> Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: Bricklaying or Plastering = 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of		

<ul style="list-style-type: none"> 1 year and less post qualification experience = 0 Points 	experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> National Diploma = 3 points Degree = 6 points Honours Degree = 8 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR GB		85	

FORM 5**NATURE OF WORKS: MECHANICAL
ENGINEERING WORKS (ME)**

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
9. BIDDER'S EXPERIENCE Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated		25	
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> • 5 x client signed letters of appointment backed with • 5 x signed final completion certificates of the same appointments. = 2,5 points allocated for each area = max of 25 points	Note value on Appointment letter or the completion certificate: <ul style="list-style-type: none"> • For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, • For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, • The nature of work must ONLY be ME (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). • The bidder must ensure that the experience is as per preferred nature of work selected. • Each letter (appointment/completion) must be on Clients Letterhead and indicate: • Nature of work done/services provided/ Project Value/Construction amount 		
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> • 4 x client signed letters of appointment backed with • 4 x signed final completion certificates of the same appointments. = 2,5 points allocated for each area = max of 20 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> • 3 x client signed letters of appointment backed with • 3 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 15 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> • 2 x client signed letters of appointment backed with • 2 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 10 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> • 1 x client signed letter of appointment backed with • 1 x completion certificate of the same appointment. = 2,5 points for each area = max of 5 points			
Single Bidder or Joint Venture, who attaches. 0 x client signed letter of appointment backed with 0 x completion certificate of the same appointment.			
10. ME – PERSONNEL QUALIFICATIONS AND EXPERIENCE			
SITE AGENT QUALIFICATION		10	
Valid certified copy of Qualifications in Mechanical Engineering = max 10 Points <ul style="list-style-type: none"> • N6 = 3 Points • National Diploma = 6 Points • Degree = 8 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification.		

<ul style="list-style-type: none"> Honours Degree/BTech = 10 Points 			
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p>		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: HVAC = 10 Points No proof of Trade Certificate = 0 Points 	<p>Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification</p>		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.</p>		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	<p>Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification</p>		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	<p>Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the</p>		

	required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> • Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> ○ National Diploma = 3 points ○ Degree = 6 points ○ Honours Degree = 8 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> • More than 4 years' post qualification experience = 15 Points • More than 2 and up to 4 years' post qualification experience = 10 Points • More than 1 year and up to 2 years' post qualification experience = 5 Points • 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR ME		85	

FORM 6

NATURE OF WORKS: FIRE PREVENTION AND PROTECTION INFRASTRUCTURE (SF)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
<p>11. BIDDER'S EXPERIENCE</p> <p>Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated</p>		25	
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 5 x client signed letters of appointment backed with • 5 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 25 points</p>	<p>Note value on Appointment letter or the completion certificate:</p> <ul style="list-style-type: none"> • For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, • For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, • The nature of work must ONLY be SF (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). • The bidder must ensure that the experience is as per preferred nature of work selected. • Each letter (appointment/completion) must be on Clients Letterhead and indicate: • Nature of work done/services provided/ Project Value/Construction amount 		
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 4 x client signed letters of appointment backed with • 4 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 20 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 3 x client signed letters of appointment backed with • 3 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 15 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 2 x client signed letters of appointment backed with • 2 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 10 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 1 x client signed letter of appointment backed with • 1 x completion certificate of the same appointment. <p>= 2,5 points for each area = max of 5 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x client signed letter of appointment backed with</p> <p>0 x completion certificate of the same appointment.</p>			
<p>12. SF – PERSONNEL QUALIFICATIONS AND EXPERIENCE</p>			
<p>SITE AGENT QUALIFICATION</p>		10	
<p>Valid certified copy of Qualifications in Mechanical Engineering = max 10 Points</p> <ul style="list-style-type: none"> • N6 = 3 Points 	<p>Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by</p>		

<ul style="list-style-type: none"> National Diploma = 6 Points Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment: HVAC = 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae		

<ul style="list-style-type: none"> • 1 year and less post qualification experience = 0 Points 	with contactable references) of experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> • Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> ○ National Diploma = 3 points ○ Degree = 6 points ○ Honours Degree = 8 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> • More than 4 years' post qualification experience = 15 Points • More than 2 and up to 4 years' post qualification experience = 10 Points • More than 1 year and up to 2 years' post qualification experience = 5 Points • 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR SF		85	

FORM 7

NATURE OF WORKS: WATERPROOFING OF BASEMENTS, ROOFS AND WALLS USING SPECIALIST SYSTEMS (SN)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
13. BIDDER'S EXPERIENCE		25	
Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 5 x client signed letters of appointment backed with 5 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 25 points	Note value on Appointment letter or the completion certificate: <ul style="list-style-type: none"> For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, The nature of work must ONLY be SN (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). The bidder must ensure that the experience is as per preferred nature of work selected. Each letter (appointment/completion) must be on Clients Letterhead and indicate: Nature of work done/services provided/ Project Value/Construction amount 		
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 4 x client signed letters of appointment backed with 4 x signed completion certificates of the same appointments. = 2,5 points allocated for each area = max of 20 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 3 x client signed letters of appointment backed with 3 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 15 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 2 x client signed letters of appointment backed with 2 x completion certificates of the same appointments. = 2,5 points allocated for each area = max of 10 points			
Single Bidder or Joint Venture, who attaches. <ul style="list-style-type: none"> 1 x client signed letter of appointment backed with 1 x completion certificate of the same appointment. = 2,5 points for each area = max of 5 points			
Single Bidder or Joint Venture, who attaches. 0 x client signed letter of appointment backed with 0 x completion certificate of the same appointment.			
14. SN – PERSONNEL QUALIFICATIONS AND EXPERIENCE			
SITE AGENT QUALIFICATION		10	
Valid certified copy of Qualifications in Mechanical Engineering = max 10 Points <ul style="list-style-type: none"> N6 = 3 Points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by		

<ul style="list-style-type: none"> National Diploma = 6 Points Degree =8 points Honours Degree/BTech = 10 Points 	SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment:= 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of an accredited Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae		

<ul style="list-style-type: none"> • 1 year and less post qualification experience = 0 Points 	with contactable references) of experience (relevant to the required personnel) in the proposal.		
CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> • Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> ○ National Diploma = 3 points ○ Degree = 6 points ○ Honours Degree = 8 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> • More than 4 years' post qualification experience = 15 Points • More than 2 and up to 4 years' post qualification experience = 10 Points • More than 1 year and up to 2 years' post qualification experience = 5 Points • 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR SN		85	

FORM 8

NATURE OF WORKS: STEEL SECURITY FENCING OR PRECAST CONCRETE (SQ)

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	SCORED POINTS
<p>15. BIDDER'S EXPERIENCE</p> <p>Both Appointment letter and completion certificate must be submitted and referencing to each other. If one of the letters or certificates is not submitted no points will be allocated</p>		25	
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 5 x client signed letters of appointment backed with • 5 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 25 points</p>	<p>Note value on Appointment letter or the completion certificate:</p> <ul style="list-style-type: none"> • For Bidders with grading designation of 3 to 5, each project value must be shown to be a minimum of R650 000 or more for the same appointment on any of the above documents, • For Bidders with grading designation of 6 to 9, each project value must be shown to be a minimum of R4 000 000 or more for the same appointment on any of the above documents, • The nature of work must <u>ONLY be SQ</u> (e.g., new, upgrades & additions, rehabilitation, renovation & refurbishments, and maintenance). • The bidder must ensure that the experience is as per preferred nature of work selected. • Each letter (appointment/completion) must be on Clients Letterhead and indicate: • Nature of work done/services provided/ Project Value/Construction amount 		
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 4 x client signed letters of appointment backed with • 4 x signed completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 20 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 3 x client signed letters of appointment backed with • 3 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 15 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 2 x client signed letters of appointment backed with • 2 x completion certificates of the same appointments. <p>= 2,5 points allocated for each area = max of 10 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <ul style="list-style-type: none"> • 1 x client signed letter of appointment backed with • 1 x completion certificate of the same appointment. <p>= 2,5 points for each area = max of 5 points</p>			
<p>Single Bidder or Joint Venture, who attaches.</p> <p>0 x client signed letter of appointment backed with</p> <p>0 x completion certificate of the same appointment.</p>			
<p>16. SQ – PERSONNEL QUALIFICATIONS AND EXPERIENCE</p>			
<p>SITE AGENT QUALIFICATION</p>		10	
<p>Valid certified copy of Qualifications in Civil Engineering = max 10 Points</p> <ul style="list-style-type: none"> • N6 = 3 Points 	<p>Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of</p>		

<ul style="list-style-type: none"> National Diploma = 6 Points Degree = 8 points Honours Degree/BTech = 10 Points 	qualification equivalence by SAQA in case of foreign qualification.		
SITE AGENT EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
FOREMAN QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of a Trade Certificate in the Built Environment:= 10 Points No proof of Trade Certificate = 0 Points 	Bidder to attach proof (certified copies) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
FOREMAN EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
SAFETY OFFICER QUALIFICATION		10	
<ul style="list-style-type: none"> Valid certified copy of Qualifications = 10 Points. Valid certified copy of a Safety Management certificate (e.g., SAMTRAC, NOSA, etc) = 6 Points. No proof of prescribed certificates above = 0 Points 	Bidder to attach proof (<u>certified copies</u>) of qualification in the proposal, and attach proof of qualification equivalence by SAQA in case of foreign qualification		
SAFETY OFFICER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> More than 4 years' post qualification experience = 15 Points More than 2 and up to 4 years' post qualification experience = 10 Points More than 1 year and up to 2 years' post qualification experience = 5 Points 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		

CONTRACTS MANAGER QUALIFICATION		10	
<ul style="list-style-type: none"> • Valid certified copy of Qualifications in the Built Environment = max 10 Points <ul style="list-style-type: none"> ○ National Diploma = 6 points ○ Degree = 8 points ○ Honours Degree = 10 points 	Bidder to attach proof (certified copies) of qualification in the proposal and attach proof of qualification equivalence by SAQA in case of foreign qualification		
CONTRACTS MANAGER EXPERIENCE		15	
<p>The bidder will be evaluated as follows: -</p> <ul style="list-style-type: none"> • More than 4 years' post qualification experience = 15 Points • More than 2 and up to 4 years' post qualification experience = 10 Points • More than 1 year and up to 2 years' post qualification experience = 5 Points • 1 year and less post qualification experience = 0 Points 	Bidder to submit the acceptable qualification as prescribed above to qualify for experience evaluation, otherwise a zero points score will be allocated. A bidder who has submitted and complied with the qualification requirements above, should provide proof (curriculum vitae with contactable references) of experience (relevant to the required personnel) in the proposal.		
TOTAL POINTS		125	
MINIMUM POINTS REQUIRED FOR SN		85	

Bidders needs to qualify in each of the categories they submitted for but obtaining or meeting the minimum required threshold of 85points to proceed to the next stage of evaluation of the tender, of which bidders will be part of the pre-approved panel of contractors and RFQ invitation process will be followed to invite bidders for specific project pricing proposals

NOTE: ALL REQUIRED CERTIFIED COPIES MUST BE CERTIFIED WITHIN 3 MONTHS OF THE DATE OF TENDER CLOSURE.

14.4. 4th STAGE: Objective Criteria – Bidder’s Financial Standing

Bidders will be required to submit to the GGDA their Annual Audited Financial Statements for the previous 3 financial years

Objective Criteria (to allow the GGDA to avoid irregular; fruitless and wasteful expenditure and ensuring value for money, the financial due diligence/financial ratio analysis will be done for bidders that met stage 3 of functionality evaluation)

These criteria will ensure the GGDA has a full financial capability risk of the bidder analyzed before the RFQ process is executed and GGDA reserves the right to request more information from the bidder on addressing those financial risks to the GGDA’s satisfaction

NB: For JV/consortium, all parties must submit the annual audited financial statements for the previous 3 financial years

15. PROCESS POST SUCCESSFUL SLECTION OF PRE-APPROVED BIDDERS

- a) All bidders who achieved the minimum total point scored on functionality of 85 points.
- b) Bidders will be invited via a Request for Quotation (RFQ) process per terms of reference for each specific project to provide the GGDA with a detailed costed price proposal as will be outlined in the RFQ in line with scope of work specific to each project and as per class of works they qualified for
- c) RFQ Proposal will be evaluated based on BBEE & Price in accordance with the preference point system of either 80/20 or 90/10 in accordance with the approved Treasury regulation at the time of the RFQ invitation been send out bearing in mind the panel will be appointed for a period of three (3) years
- d) The Preference Point System And B-BBEE Status Level Certification Requirements as Per the Preferential Procurement Policy Framework Act, 2000 (Act No.5 Of 2000), Including Preferential Procurement Regulations, 2017 currently applicable.
- e) RFQs will be issued as per terms and conditions including scope of work requirement which will be in line with the GGDA SCM Policy and processes including any ruling treasury regulation applicable at the time issue. The process will also ensure compliance to any CIDB regulation and including any changes that might occur during the duration of the appointed panel

Annexure 11 - AUTHORITY OF SIGNATORY

Signatories for companies, closed corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

ΕΨΖ ΧΟΝΣΤΡΥΧΤΙΟΝ (Pty) Ltd

By resolution of the Board of Directors taken on *20 May 2000, MR A.F JONES*

has been duly authorised to sign all documents in connection with Contract no CON 0005, and any contract which may arise therefrom, on behalf of ΕΨΖ Χονστρυχτιον (ΠΤΨ) Λτ

SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)
IN HIS CAPACITY AS: Managing Director
DATE: 20 May 2000

SIGNATURE OF SIGNATORY: (Signature of *A.F Jones*)

As witnesses:

1.
2.

Signature of person authorised to sign the tender:

Date:

Annexure 12 - CERTIFICATE OF TENDERER'S COMPULSORY BRIEFING/SITE CLARIFICATION MEETING ATTENDANCE

This is to certify that I,.....ID No.....

Representative of (Tenderer's Name as it will appear on the Form of Offer).....

Of (address).....

.....

Attended the meeting and subsequently visited the site of the works in the company of the Employer and the Principal Agent on theday of.....201.....

Signature (Tenderer's Representative)

DETAILS OF TENDERER'S CONTACT PERSON TO BE USED FOR COMMUNICATION OF THIS TENDER

Name of contact person:.....

Title of contact person:.....

Email of contact person (IN CAPITAL LETTERS):.....

Name:Signature (Principal Agent)

Name:.....Signature (Employer's Project Manager)

Annexure 13: KEY-PERSONNEL / MANAGEMENT STAFF

The Tenderer shall, submit the names of all management and supervisory staff that will be employed to supervise Contract. **Please attach CV's and certified copy of qualification not older than 3 months of the proposed key personnel.** The Tenderer shall also include an organogram of the project team and the company structure.

1. Position	Site Agent
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Site Agent	
<p>List of relevant Building Works projects worked on as a Site Agent in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named resource:	

2. Position	Foreman
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Foreman	
<p>List of relevant Building Works projects worked on as a Foreman in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named resource:	

3. Position	Safety Officer
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Safety Officer	
<p>List of relevant Building Works projects worked on as a Safety Officer in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

4. Position	Contracts Manager
Name ((attach an ID copy certified in the last 3 months before date of tender submission)	
Indicate academic and professional qualifications (attach a copy of certificate certified in the last 3 months before date of tender submission)	
State NQF Level (Minimum of NQF level 6)	
Attach Detailed CV (signed by the named party and dated not more than 3 months from date of submission)	
Indicate Years of Experience as a Contracts Manager	
<p>List of relevant Building Works projects worked on as a Contracts Manager in the last five years – stating the Final Account Amount and Date of Practical Completion</p>	
Signed and dated by the named Resource:	

PART B

DECLARATION OF

INTEREST

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

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

3.6 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

PART C – PREFERENCE POINT SYSTEM

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20	10
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT number:..... registration

8.3 Company number:..... registration

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier

- Professional service provider
- Other service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

PART D – DECLARATION OF LOCAL PRODUCTION AND CONTENT

**NOT APPLICABLE FOR THIS BID - DECLARATION CERTIFICATE FOR LOCAL
PRODUCTION AND CONTENT FOR DESIGNATED SECTORS – WILL BE APPLIED
DURING THE RFQ PROCESS AS PER RFQ SCOPE OF WORK**

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

- 1.1 “The Board” means the accounting authority of Gauteng Growth and Development Agency appointed by the MEC;
- 1.2 “Chief Executive Officer” [“CEO”] means the CEO of Gauteng Growth and Development Agency or her/his duly authorised representative as appointed by the Board in concurrence with the MEC;
- 1.3 “Contract” shall include any schedule, drawings, patterns, samples attached any agreement entered into and all other Schedule hereto;
- 1.4 “Contractor(s)” means Bidder whose bid has been accepted by Gauteng Growth and Development Agency;
- 1.5 “Cost of materials” means the cost of components, parts or materials which are intended for the production, manufacturing or assembling of the goods bid for and which are not produced, manufactured or assembled in the factory where the production, manufacture or assembly of such goods occurs, including freight, landing costs, port charges, import duties and other import costs of such components, parts or materials and all costs in connection with the handling and transport thereof prior to delivery at that factory;
- 1.6 “Final delivery certificate” means the document issued by Gauteng Growth and Development Agency confirming that all the known defects have been rectified and that the works, goods, or services appear in good order and have been accepted;
- 1.7 “Letter of acceptance” means the written communication by Gauteng Growth and Development Agency to the Contractor recording the acceptance by Gauteng Growth and Development Agency of Contractor’s bid subject to the further terms and conditions to be itemized in the contract;
- 1.8 “Local contents” means the portion of the bid price of local goods not constituting the cost of materials imported into the Republic;
- 1.9 “Local goods” means goods wholly or partly produced or manufactured or assembled in the Republic
- 1.10 “GGDA” shall mean Gauteng Growth and Development Agency;
- 1.11 “Order(s)” means an official letter issued by GGDA calling for the supply of goods pursuant to a contract or bid;
- 1.12 “Signature date” and in relation to any contract, means the date of the letter of acceptance;
- 1.13 “Bid” means an offer to supply goods/services to GGDA at a price;
- 1.14 “Bidder” means any person or body corporate offering to supply goods to GGDA;
- 1.15 “Termination date” in relation to any Contractor means the date of the final delivery certificate;
- 1.16 “Value added” means that portion of the bid price not constituting the cost of materials;
- 1.17 “Warranties” means collectively any, and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

- 2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention: -
 - 2.2 An expression which denotes
 - any gender includes the other gender;
 - a natural person included an artificial or juristic person and vice versa;
 - the singular includes the plural and vice versa;
 - 2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;
 - 2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;
 - 2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.
3. I/we hereby bid:
- 3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;
 - 3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);
 - 3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.
4. I/we agree further that:
- 4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;
 - 4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;
5. notwithstanding anything to the contrary:
- 5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.
 - 5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less favorable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favorable bid;
 - 5.3 GGDA shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid or

contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfillment of this or any other bid or contract;

6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings, and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

12. The bidder hereby offers to render all or any of the services described in the attached documents to GGDA on the terms and conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGDA during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

E2: 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 suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

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 and contract documents.

- (iii) Special Condition of Contract pertaining to contracts of this nature will be negotiated with the successful bidder.

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider 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 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "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.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "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 service provider 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.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.14 "Order" means an official written order issued for the rendering of a service.

- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means that functional services ancillary to the rendering of the service, 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 service provider covered under the contract.
- 1.20 “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 client 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 service rendered shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection

- 5.1 The service provider shall not, without the client’s prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider 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 service provider shall not, without the client’s prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC Clause shall remain the property of the client and shall be returned (all copies) to the client on completion of the service provider's performance under the contract if so, required by the client.

5.4 The service provider shall permit the client to inspect the service provider's records relating to the performance of the service provider and to have them audited by auditors appointed by the client, if so, required by the client.

6. Patent rights

6.1 The service provider shall indemnify the client against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the service or any part thereof by the client.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of contract award, security the successful bidder shall furnish to the client the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider'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 client 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 client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the client and returned to the service provider not later than thirty (30) days following the date of completion of the service provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Delivery and Documents

8.1 Rendering of service shall be made by the service provider in accordance with the document and terms as specified in the contract. The details of shipping and/or other documents to be furnished by the service provider are specified in SCC.

8.2 Documents to be submitted by the service provider are specified in SCC.

9. Insurance

9.1 The service rendered 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.

10. Transportation

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

11. Incidental Service

- 11.1 The service provider 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 rendered service;
 - (b) furnishing of tools required for assembly and/or maintenance of the rendered service;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the rendered service;
 - (d) performance or supervision or maintenance and/or repair of the rendered service, for a period of time agreed by the parties, provided that this service shall not relieve the service provider of any warranty obligations under this contract; and
 - (e) training of the client's personnel, at the service provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the rendered service.
- 11.2 Prices charged by the service provider for incidental services, if not included in the contract price for the service, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the service provider for similar services.

12. Warranty

- 12.1 The service provider warrants that the service rendered 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 service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, 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.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

13. Payment

- 13.1 The method and conditions of payment to be made to the service provider under this contract shall be specified in SCC.
- 13.2 The service provider shall furnish the client with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client 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 service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider'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.
- 18.3 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.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider 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.

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

19. Penalties

19.1 Subject to GCC Clause 25, if the service provider fails to perform services within the period(s) specified in the contract, the client 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 unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

20. Termination for default

20.1 The client, without prejudice to any other remedy for breach of for default contract, by written notice of default sent to the service provider, may terminate this contract in whole or in part:

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

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

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

20.4 If the client intends imposing a restriction on the service provider or any person associated with the service provider, the service provider 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 service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 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.

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (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 the service providers or persons prohibited from doing business with the public sector.

20.7 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.

21. Force Majeure

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider 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.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider 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.

22. Termination for insolvency

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

23. Settlement of Disputes

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider 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.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider 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.

23.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

23.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

23.5 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 client shall pay the service provider any monies due the service provider.

24. Limitation of liability

24.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the service provider shall not be liable to the client, 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 service provider to pay penalties and/or damages to the client; and
- (b) the aggregate liability of the service provider to the client, 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

25. Governing language

25.1 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

26. Applicable law

26.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC

27. Notices

27.1 Every written acceptance of a bid shall be posted to the service provider 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 services of such notice

27.2 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.

28. Taxes and duties

- 28.1 A foreign the service provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the client's country.
- 28.2 A local the service provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted service to the client.
- 28.3 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.

29. National Industrial Participation (NIP) Programme

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

30. BIDDERS' INFORMATION / CONTACT DETAILS (THIS BELOW SECTION MUST BE COMPLETED IN FULL AND SIGNED)

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

SIGNATURE(S) OF THE BIDDER OR ASSIGNEE(S)

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER _____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER _____

E-MAIL _____

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____

ANNEXURE A

(Annexure A – available on the GGDA website – www.ggda.co.za)

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010