



DATE OF ISSUE: 15TH SEPTEMBER 2023

INVITATION TO BID (OPEN TENDER)

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

BID NUMBER: GGDA/03/2022-2023/FENCE RIETSPRUIT

CLOSING DATE: 20TH OCTOBER 2023

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: COMPULSORY BRIEFING SESSION

BRIEFING SESSION VENUE: Open land – Portion 3 Farm Rietspruit 583
Roots Road, Vanderbijlpark
Coordinates (1 stand corner) : 573345.59 m E; 7050676.87 m S
NB: Site is located next to the N1 freeway that runs along the western boundary.
On the eastern boundary is First Avenue (marked as Roots on map – see page12 point#5)

BRIEFING SESSION TIME: 11H00

BRIEFING SESSION DATE: 26TH SEPTEMBER 2023

DESCRIPTION: APPOINTMENT OF TURN-KEY SOLUTION CONTRACTOR, SQ CIDB GRADING (SQ6 ONLY OR HIGHER) TO UNDERTAKE THE DESIGNING & INSTALLING OF A HIGH-DENSITY SECURITY CLEAR VIEW FENCE INCLUDING GATES AT PORTION 3 OF FARM RIETSPRUIT 583 IQ, WITHIN THE EMFULENI LOCAL MUNICIPALITY

BID SUBMISSION REQUIREMENTS: 2 ENVELOPES.
DUE TO COVID19 WE REQUESTED - SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY AND 1 X USB COPIES

TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
FINANCIAL (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 fully completed & signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 3.3 (Pricing schedule)	Fully completed or refer to an Annexure or addendum where price is mentioned	Bid Pricing (2 nd envelope)	
SBD 4 (Declaration of interest)	Make sure it is fully completed & signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPR of 2022)	Make sure it is fully completed and points claimed are allocated as per preferential procurement goals	Compulsory	
PART D: General Conditions of Contract (par30)	Make sure it is fully completed and signed	Compulsory	
Copy of Company Registration Documents	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	
Company Profile	Include the structure of the company	Other returnable	
Certified copies of identity documents	For all current shareholders / members Include the structure of the company	Other returnable	
Compulsory Briefing Session Register	Make sure you sign the register in the bidding entity's name	Compulsory	

IF ANY OF THE ABOVE-MENTIONED COMPULSORY 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. Bidders will be disqualified should the compulsory documents not be submitted.
3. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
4. Bid documents must be secured together preferably bound or contained in a lever arch file asGauteng 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/03/2022-2023/FENCE RIETSPRUIT **CLOSING DATE:** 20TH OCTOBER 2023 **TIME:** 11:00

DESCRIPTION: APPOINTMENT OF TURN-KEY SOLUTION CONTRACTOR, SQ CIDB GRADING (SQ6 ONLY OR HIGHER) TO UNDERTAKE THE DESIGNING & INSTALLING OF A HIGH-DENSITY SECURITY CLEAR VIEW FENCE INCLUDING GATES AT PORTION 3 OF FARM RIETSPRUIT 583 IQ, WITHIN THE EMFULENI LOCAL MUNICIPALITY

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 PIN 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 - BIDDERS MUST NOT COMPLETE THIS SECTION HERE BUT SUBMIT IT AS PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)

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 collink@ggda.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **13th October 2023**
- 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 in regard to 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 **90 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, **GGDA/03/2022-2023/FENCE RIETSPRUIT**. The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 20th October 2023**
- 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 the erratum's will be published on the platforms where the tender was advertised and all bidders, to whom the bid documents have been downloaded will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves that right not to accept the lowest bid of any tender in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA**.
- 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. This will be added if applicable to the criteria when evaluating the bids.
- 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 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

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 tax pin Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate Tax Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 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.

SECTION B: TERMS OF REFERENCE

APPOINTMENT OF TURN-KEY SOLUTION CONTRACTOR, SQ CIDB GRADING (SQ6 ONLY OR HIGHER) TO UNDERTAKE THE DESIGNING & INSTALLING OF A HIGH-DENSITY SECURITY CLEAR VIEW FENCE INCLUDING GATES AT PORTION 3 OF FARM RIETSPRUIT 583 IQ, WITHIN THE EMFULENI LOCAL MUNICIPALITY

1. INTRODUCTION

Government seeks to shift the national economy onto an industrialization and growth pathway that is inclusive, value-adding and exports-driven. Key national and provincial government economic development policies such as the National Development Plan 2030 (NDP), the New Growth Path (NGP), Industrial Policy Action Plan (IPAP), as well as Growing Gauteng Together 2030 (GGT2030) outline the foreground and key thrusts for this economic transformation and reorientation agenda. The objective is to create jobs, reverse under-development and rollback the debilitating contours of poverty in our country.

The Special Economic Zone (SEZ) programme is one of a suits of critical policy instruments that have been prioritized to drive the country's reindustrialization and global competitiveness. The SEZ Act (No. 16 of 2014), its key legislative framework as well as promulgated regulations form the backdrop for the nation-wide implementation and roll-out of the SEZ programme. More particularly, the SEZ legislative regime takes aim at the:

- Promotion industrial agglomeration.
- Investment mobilization and deployment of acupunctural world-class industrial infrastructure.
- Promotion of coordinated planning across different layers of government, its key agencies, private sector and other social partners; and to
- Guiding the deployment of other necessary economic development tools and interventions.

2. BACKGROUND

As an agency of the Gauteng Provincial Government, the GGDA through its economic development policy and strategy - targets investment acceleration through economic and industrial plan formulation and deployment to attract and provide support to investors, attract capital investment, stimulate and revitalize industries, facilitate technology transfer and innovation, and encourage skills development as well as the creation of high-quality employment opportunities. In the service of this objective, GGDA seeks to create:

- a favorable business climate to promote & attract investment.
- an investment-friendly environment to attract & encourage domestic and foreign investment.
- a stronger commitment to a policy environment that is responsive to attraction of fiscally stable, fixed and increasing investment inflows; and
- policy & process certainty through a predictable, transparent, and efficient development facilitation intervention.

3. VAAL SPECIAL ECONOMIC ZONE

The proposed Vaal SEZ has been conceived by the GGDA as part of a portfolio of selected targeted economic growth program aimed at driving inclusive economic growth throughout the Gauteng province. A Project Implementation Unit has been established within the GGDA, to drive the development, planning and implementation work that is expected to culminate in the emergence of a designated multi-sectoral and multi-sited Vaal SEZ, with a spatial footprint within the Sedibeng District Municipality and its three local municipalities of Lesedi, Midvaal and Emfuleni. The multi-sites and multi-sector Vaal SEZ have managed to secure suitable establishment land parcels within the Sedibeng District Municipality and its three Local Municipalities of Lesedi, Emfuleni and Midvaal. All these sites are currently being developed for occupation by identified current and future investors, following infrastructure master planning, feasibility studies and business case which has been completed in the latter parts of 2022 and approved by the GGDA Board of Directors and the Vaal SEZ Interim Governance Structure. Thus far an application for the designation status has been given a green light for submission by the Gauteng Member of the Executive Council (MEC) on the 18 January 2023.

This application and submission will now be at the discretion of the Minister of Trade, Industry and Competition to approve the designation of the Vaal SEZ. Once this has been completed all the secured land parcels within the Sedibeng District Municipality will then be officially designated Vaal SEZ sites once proclaimed and Gazetted.

4. CURRENT STATUS OF THE SITES

The identified is remaining Portion 2 and 3 of farm Rietspruit 583 IQ land parcels. The site is greenfield site which is unoccupied and unsecured. This renders it vulnerable to unlawful occupation or unauthorized alienation from the intended purposes of the Vaal SEZ. There is therefore an urgent need to secure the land parcel in the name and favour of the Vaal SEZ and its stated objectives.

There is therefore an urgent need to secure the identified land parcel in the name and favor of the Vaal SEZ and its stated objectives.

The installation of high density security clear view fencing infrastructure is to demarcate, secure and protect this identified land parcel in favor of the Vaal SEZ. Such is not only important to ward-off unlawful or unauthorized occupation, but it will also serve as an important signal to the market and key potential stakeholders who have already demonstrated appetite, of the readiness of the Vaal SEZ. Such fencing-off and demarcation will also mark out the geographic contours of the Vaal this SEZ land parcel and enhance efforts underway to identify, attract and secure domestic and foreign investors. It will also serve to strengthen positive investor confidence overall of the intention of the province for the area of the Vaal and serve to mobilize private sector investment even at this early stage of the Vaal SEZ establishment process.

What is being proposed is the design and installation of the clear-vu fence infrastructure including gates on Portion 2 and 3 of Farm Rietspruit 583 IQ land parcel within the Emfuleni Local Municipality. The proposed high density security clear-vu fencing is expected to consist of high security fencing, fire break, gravel route on both side of the fence (fire break) and access control gates. The installation is expected to be fully compliant with applicable professional engineering and safety standards for similar installations.

5. SPECIFIC SITES LOCATION

The locality map of the implicated land parcels are as shown below, as is a description of the locality.

Emfuleni Local Municipality Land Parcel: Portion 3 of Farm Rietspruit 583 IQ



5.1 SPECIFIC SITE LOCATION

5.1.1 Emfuleni Local Municipality Site (Portion 2 and 3 Rietspruit 583)

The SEZ site is on two farm portions, namely, Portion 2 and 3 Rietspruit 583 to the west of Vanderbijlpark. **The Arcelor Mittal's Vanderbijlpark Steel Works are about 4 Km to the east of the site. The Rietspruit runs through the site. The site is located next to the N1 freeway that runs along the western boundary. On the eastern boundary is First Avenue (marked as Roots on map) which currently serves as a potential access road to the site's eastern boundary. On the site's southern boundary is Potgieter Road (not marked on the map). For the purpose of this tender only Portion 3 of the 697 HA of Farm Rietspruit 583 IQ will be required for the fencing which will be 20 Hectares size of the land as the other portions will be phased in once additional investors are secured and has matured which are already in our investor pipeline.**

ERF Description	Registered owner	Title Deed Description	Size
Portion 2 and 3 of Farm Rietspruit 583 IQ	Emfuleni LM	T16811/1990 T27917/2005	697 ha (<u>Only 20 ha to be fenced</u>)

5 OVERALL AND SPECIFIC OBJECTIVES OF THE PROJECT

These proposed Vaal SEZ sites to be fenced is located as follows: -

Remaining Portion 3 farm Rietspruit 583 is situated to the west of Vanderbijlpark. The Gross Lettable Area is approximately 225 ha and 127 ha is developable. The Vaal SEZ requires that only 20 ha of the site should be fenced. The Arcelor Mittal's Vanderbijlpark Steel Works are about 4 Km to the east of the site. The Rietspruit runs through the site. The site is located next to the N1 freeway that runs along the western boundary.

The table below highlights the site information further:

Ext. No.	Street Address	Coordinates (1 stand corner)	
		X	Y
Portion 3 Farm Rietspruit 583	Roots Rd	573345.59 m E	7050676.87 m S

In line with the spatial planning and development plan for the Vaal SEZ, the implicated land parcel is being developed to host investors in the light manufacturing sector.

6 SPECIFIC OBJECTIVES

The specific objective of the project is to **undertake the full land survey for the entire site, development of designs and installation of clear view fencing Infrastructure including gates.**

7 SCOPE OF WORK

The Turn-Key Solution Bidders are invited from suitable 6SQ CIDB ONLY Grade or higher with competent Professional Resource Team (Site Agent/Site Engineer, Health and Safety Agent, Town & Regional Planner, Land Survey, Civil Engineer **who will also act as the Project Manager (PM)** and a Quantity Surveyor) to prepare and submit detailed proposals for a Turn-Key Solution for land surveying, designs and installations of Clear View Fence for the entire property.

The following are the key activities (amongst others) that need to be undertaken by the appointed Turn-Key Solution Contractor with his/her competent Professional Team: -

- 8.1 Draft an inception report that details the methodology or approach of the project including project activities and budget estimates and depiction of the time frame for each activity within the project implementation time frame of 6 months.
- 8.2 Quantify and verify size of the land in the identified area using any relevant tool or device that will deliver accurate size of the space to be fenced off.
- 8.3 Compile a Land Survey Report that provides details of the findings from quantifying and verifying size of the entire land parcels and the following, should be revealed in the report:
 - Distance covered by the area to be fenced.
 - Developable area
 - Develop fencing designs of the area surveyed
 - Appointment of Community Liaison Officer, etc.
- 8.4 General works covers: -
 - i) This specification covers material requirements and installation of security fencing and gates, for the project.
 - ii) Complete designs of the security fence with municipal submissions and approvals.

- iii) Progress reporting every two weeks for the duration of the project
- iv) Close Out Report upon project completion.

NB: Bidders are requested to include pricing for an electric fence design and installation for future consideration, but it won't form part of the award of this tender. The envisaged electricity fence will only be considered for installation once the precinct has been fully developed.

NB: Therefore, pricing for electric fence to be quoted separately.

8.5 Fencing Products

General

- All steel materials shall be of commercial quality, galvanized steel.
- All pipes shall be galvanized (one piece without joints). Furnish moisture proof caps for all posts.
- Zinc coating shall be smooth and essentially free from lumps, globs, or points.
- Miscellaneous material shall be galvanized.

Type of Security Fence: Approved Security Invisible Fencing

- Type of Security Fence: Clear view, Invisible Fencing or similar approved.
- Clearview type fencing is dominantly used in fencing systems designed to bring maximum perimeter protection to a site without impeding visibility. Bidder to ensure they are approved to install the fence if so, required by the manufacturer.

Description of Fence System

Posts:

- i) Post shall be 3m long Taper Locking Post
- ii) Post width shall be 85mm - tapering to 45mm with a depth of 85mm.
- iii) Post shall include 'Locking Recess Mechanism' to secure panel edge.
- iv) Post shall be sealed with a UV stabilized polymer cap.
- v) Post finish shall be Galvanized
- vi) Post foundation shall be 600mm x 400mm² 15Mpa concrete.

Panels:

- vii) Panels shall be of 3,297m width and 2.4m in height.
- viii) Panel aperture size (centres) shall be 76.2mm x 12.7mm.
- ix) The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity)
- x) Panel shall have 2 x 70° flanges along sides (internal fixtures - all fixtures shall be on the inside of fence line)
- xi) Panel shall have 2 x 30° flanges along top and toe (integrated rigid angle).
- xii) Panel post shall have a flush panel post finish with no climbing aid.
- xiii) Panel shall be affixed to post over 48-line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts.
- xiv) Panel and fixtures shall be Galvanized.

Toppings:

- xv) A 100mm high toughened steel Shark Tooth spike shall be affixed to top panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Hot Dipped Galvanized.

Anti-Burrow:

xvi) A 600mm mesh extension shall be secured to the panel's lower edge integrated angle.

Pedestrian Gate/s:

xvii) Standard lockable pedestrian gates, 2.4m high

xviii) The gate to match the surrounding Fencing.

Access Gate/s:

xix) Number of gates to match the surrounding Fencing.

NB: Bidders must separately provide Pricing for Construction and Professional Resource Team (Stages 1-6) separately. GGDA reserves the Right not to appoint.

8 SUBMITTALS POST COMPLETION OF THE PROJECT

- (a) Certificates of compliance for materials and coatings.
- (b) Municipal approvals of fencing drawings.
- (c) Shop drawings for the security fence and gates.
- (d) All necessary Compliance Certificates for a project of this nature.

9 TIME FRAMES / MILESTONES

- (e) Completion within six (6) months from the date of site handover.
- (f) The contract may be implemented in phases in consultation with the client.
- Due to development pressures, this project will be subject to serious time constraints. A project execution plan must be developed and submitted with a Work Breakdown Structure and Resource Allocation Plan which will be evaluated in terms of its alignment with the prescribed Program.
- The appointed Bidder is expected to commence immediately upon appointment and conclusion of contracting and to submit the inception report two weeks after site handover date for input and comments of the Employer and other relevant stakeholders.
- During the execution, the Bidder is expected to attend progress report meetings with the project implementation committee established in consultation with GGDA's Internal Project Manager and as and when required.

NB: GGDA reserves the right to modify the quantities and identify which areas are priority in terms of implementation.

10 SITE BRIEFING

There shall be compulsory Site Briefing on a specific date and all Bidders who did not attend the

Compulsory Site Briefing shall automatically be disqualified.

11 REFERENCE DATA

On appointment, the successful Bidder shall be provided with the available site studies including any applicable necessary site information at the Employer's disposal. This may include the bulk infrastructure plans and documentations, etc.

12 FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy or electronic format.

Ad-hoc communication between the Employer and the Contractor/PRT may be conducted as hardcopy or in electronic format (e-mail) as well.

13 INTERIM PAYMENT CLAIMS

- Interim bi-weekly payment claims for certified works shall be submitted in the same format, accompanied by an original tax invoice.

14 EMPLOYER'S RIGHT TO RECOVER COSTS

- The Employer reserves the right to recover, by way of a deduction from any amount due to the Contractor, any additional costs which the Employer incurs arising out of non-performance/negligence of the contractor, subject to the limitations of liability as per the conditions of contract.

15 CONTRACTING & CONTRACT MODULE

- Contracting with the appointed Contractor shall be through the JBCC Edition 5.2-May 2018, Minor Works Agreement
- Contracting between the appointed Contractor and the Principal Agent/ Professional Team shall be through the PROCSA Edition 4.0 October 2017 and the contractor shall provide the Client with a Copy of such including the PI Insurance.
- The Professional Team PI Insurance/s shall be in the joined names of the contractor and the Client (GGDA), and the Contractor shall have an obligation to share copies of such with the Client.
- The contractor shall also have all works insurances as per the provisions of JBCC Edition 5.2-May 2018, Minor Works Agreement.

The preferred Service Provider will be obliged to conclude an agreement with GGDA on the terms and conditions as per this tender document.

GGDA reserves the right to amend the agreement prior to finalisation of the agreement between the parties and shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. Interested Bidders are hereby invited to submit bids in accordance with the conditions contained in this document.

The Bidders shall carry out full services that include but are not limited to assessments, designs, plans and investigations required, collect all data relevant to the project, identify limitations, investigate options for the proposed development, and identify mechanical, electrical and civil works interface requirements, produce concept designs and compile required reports, obtain approval of drawings from Emfuleni Local Municipality and Midvaal Local Municipality, interface and cooperate with the GGDA internal project managers including the Vaal SEZ

The Bidders must have adequate resource capacity to investigate, design and manage the entire project.

The broad scope of services required shall be in accordance with the relevant sections of Government Gazette, Vol 669, 26 March 2021 No. 44333: Guideline professional fees (Scope of services and tariff of fees for persons registered Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

The tenderer has experience in the provision of the required professional engineering services and construction projects management services in accordance with the prescripts of the Construction Industry Development Board and can provide at least three contactable references in this regard showing a minimum value of R10million per completed construction projects for a CIDB Grading of 6SQ or higher ONLY. The reference letters must have contact details, be on the client's letterhead, summary of completed relevant project/projects and the value of similar to the scope of this tender.

1. EVALUATION CRITERIA

In line with Preferential Procurement Regulation 2022 (PPR, 2022). The evaluation of responsive Tender offers shall be on the 80/20-point preference system, being a maximum of 80 points for price and a maximum of 20 points for Preferential Procurement Special Goals in line with the Preferential Procurement Regulations, 2022.

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

- 1st Stage – Administrative compliance
- 2nd Mandatory Requirement (pre-qualification criteria)
- 3rd Stage - Functionality
- 4th Stage - Price & Preferential Procurement Goals (for bidders who met the minimum required functionality points of 70)

2nd STAGE – MANDATORY REQUIREMENTS (PRE-QUALIFICATION CRITERIA)

- 1) Turnkey bidder must have **6SQ CIDB Grading or higher/** or provide a Contractor with a **6SQ CIDB Grading or higher.**
- 2) Provider a **Civil Engineer** who shall also act as the **Principal Agent (must be registered with both ECSA and SACPCMP).**
- 3) A **Health and Safety Agent** who is a registered with **SACPCMP.**
- 4) A **Town and Regional Planner** Registered as a professional with **SACPLAN or any related professional body in this area.**
- 5) A **Quantity Surveyor** Registered with **SACQSP** as a professional Quantity Surveyor.

NB: The bidder that does not meet all the required mandatory requirement (pre-qualification criteria) as stated above will be disqualified and won't be assessed for next stage of evaluation.

NB: All professionals to be registered with the relevant respective professional bodies, e.g., ECSA, SACPCMP, SACQSP, SACPLAN,etc.

Additionally, should it become necessary to replace any of the key personnel listed above during project execution, such can only be replaced by individuals with equivalent or better qualifications and experience, who satisfy the minimum requirements, and such can only be done after the Client Internal Project Manager Approval and there should be sound, clear and convincing motivation for such by the Contractor.

TECHNICAL EVALUATION CRITERIA

3RD STAGE – FUNCTIONALITY

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>1. METHODOLOGY & PROPOSAL</p> <p>➤ Bidders must clearly demonstrate methodology of project implementation proposal submitted. These steps must cover:</p> <ul style="list-style-type: none"> • Initiating process (2) • Planning process (2) • Executing process (2) • Monitoring and controlling process (2) • Closing process (2) <p>➤ The bidder must further demonstrate how these processes shall be managed:</p> <ul style="list-style-type: none"> • Cost management and reporting (2) • Program schedule management (2) • Quality management (2) • Resource management (2) • Risk management (2) 	<p>Detailed Methodology with full demonstration of understanding of the scope, technical capacity & capability.</p> <p>Bidder to submit a detailed project timeframe in line with the ECOSA stages.</p>	20	
<p>2. EXPERIENCE OF THE BIDDING ENTITY</p> <p><u>Each</u> Letter of Appointment OR a Purchase Order (PO) <u>must be of R10 million or above for a CIDB grading of 6 SQ or above ONLY</u> and each must be accompanied by a Completion Certificate based on the Engineering contract that was used for that project (attachment required will be an appointment letter or PO with a completion certificate)</p> <ul style="list-style-type: none"> • 1 appointment letter or PO with completion certificate submitted = 4 points • 2 appointment letters or POs with 2 completion certificates submitted = 8 points • 3 appointment letters or POs with 3 completion certificates submitted = 15 points • 4 appointment letters or POs with 4 completion certificates submitted = 20 points • More than 5 appointment letters or POs with 5 completion certificates submitted = 30 points 	<p>Appointment Letters OR Purchase Order (POs) each indicating the project value of R10mil for a CIDB SQ ONLY Grading or above, each accompanied by a completion Certificate for a CIDB Grading of SQ6 or above ONLY.</p> <p><u>(Completion Certificate can either be a Practical or Final Completion certificate)</u></p> <p>NB: No appointment letter or PO without completion certificate shall be considered.</p>	30	

3RD STAGE – FUNCTIONALITY

FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<p>3. EXPERIENCE OF KEY PERSONNEL & QUALIFICATIONS FOR RESOURCES ASSIGNED TO UNDERTAKE THE WORKS</p> <p>Please provide <u>detailed CVs</u> (with contactable references details) of proposed team, certified copies of qualifications; ID and affiliations with relevant professional bodies for the following: -</p> <ol style="list-style-type: none"> 1) Site Agent/Site Engineer 2) Health and Safety Agent 3) Town and Regional Planner 4) Civil Engineer 5) Quantity Surveyor <p>(NB: maximum 10 points to be allocated per resource person)</p> <p>1. Site Agent/Site Engineer</p> <ul style="list-style-type: none"> ○ 10 years' experience & above post professional registration = (10 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ Less than 3 years' experience post professional registration = 0 point <p>2. Health and Safety Agent</p> <ul style="list-style-type: none"> ○ 10 years' experience & above post professional registration = (10 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ Less than 3 years' experience post professional registration = 0 point <p>3. Civil Engineer (also act as Project Manager)</p> <ul style="list-style-type: none"> ○ 10 years' experience & above post professional registration = (10 points) 	<p>Bidders to please Attach detailed CVs, Certified Copies of Qualifications including respective Professional Registrations. (Certified Copies should not be older than 6 Months)</p> <p>NB: The organogram must clearly indicate the role of each professional team member.</p> <p>Professional Registration: Site Agent/Site Engineer = ECSA (Pr Tech or Pr. Eng. Minimum qualification BTech) Health and Safety Agent = SACPCMP (Minimum qualification BTech)</p> <p>Civil Engineer/Project Manager = ECSA and SACPCMP (Minimum qualification BTech) Quantity Surveyor = SACQSP (Minimum qualification BTech) Land Surveyor = SAGC (Minimum qualification BTech)</p> <p>NB: Civil Engineer (to be appointed Project Manager as well = must also be registered with SACPCMP)</p>	<p style="text-align: center;">50</p>	

3RD STAGE – FUNCTIONALITY			
FUNCTIONALITY	EVIDENCE/ SUPPORTING INFORMATION REQUIRED	MAXIMUM POINTS	POINTS SCORED
<ul style="list-style-type: none"> ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ Less than 3 years' experience post professional registration = 0 point <p>4. Quantity Surveyor</p> <ul style="list-style-type: none"> ○ 10 years' experience & above post professional registration = (10 points) ○ More than 5 years to below 10 years' experience post professional registration = (5 points) ○ 3-5 years' experience post professional registration = (3 points) ○ Less than 3 years' experience post professional registration = 0 point <p>5. Land Surveyor</p> <ul style="list-style-type: none"> ○ 10 years' experience & above post professional registration = 10 points ○ More than 5 years to below 10 years' experience post professional registration = 5 points ○ 3 - 5 years' experience post professional registration = 3 points ○ Less than 3 years' experience post professional registration = 0 point 			
TOTAL POINTS		100	
MINIMUM THRESHOLD		70	

NB: Bidders must achieve the minimum points scored of 70 points out of 100 points to be evaluated on the stage of price & Preferential Procurement Goals.

4TH Stage - Price & Preferential Procurement Special Goals Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price & Preferential Procurement Special Goals.

Preferential Procurement Goals & Price will be evaluated according to the preference point system of 80/20 as outlined below.

	Preferential Procurement Goals	Yes/NO	Weight = 20 points if R50 000 000 and less
			Number of Points
1	B-BBEE Status Level of Contributor 1	20	
2	B-BBEE Status Level of Contributor 2	15	
3	B-BBEE Status Level of Contributor 3	10	
4	B-BBEE Status Level of Contributor 4	5	
	TOTAL POINTS FOR SPECIFIC GOALS	20	
	PRICE		= 80 points if R50 000 000 and less
	TOTAL PREFERENTIAL PROCUREMENT GOALS & PRICE		100

THE PREFERENCE POINT SYSTEM AND PREFERENTIAL PROCUREMENT GOALS REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

The following must be submitted as supporting evidence for meeting the above preferential procurement targets:

- Tenderers are required to submit proof of B-BBEE Status Level of contributor. Proof includes a valid B-BBEE Status Level Verification Certificates issued by SANAS accredited agency or Valid Sworn affidavit thereof together with their tenders or price quotations, to substantiate their B-BBEE rating claims.
- **NB: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**
- AOs / AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies: -
 - Tenderers other than EMEs must provide B-BBEE Certificate from verification agencies accredited by SANAS; or

- Tenderers who qualify as EMEs, must provide Valid sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- Verification agencies accredited by SANAS
 - These certificates are identifiable by a SANAS logo and a unique BVA number.
 - Confirmation of the validity of a B-BBEE Status Level Verification Certificate can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on <http://www.sanas.co.za/directory/bbee> default.
 - The relevant BVA may be contacted to confirm whether such a certificate is valid.
- As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:
 - ✓ The name and physical location of the measured entity;
 - ✓ The registration number and, where applicable, the VAT number of the measured entity;
 - ✓ The date of issue and date of expiry;
 - ✓ The certificate number for identification and reference;
 - ✓ The scorecard that was used (for example QSE, Specialized or Generic);
 - ✓ The name and / or logo of the Verification Agency;
 - ✓ The SANAS logo;
 - ✓ The certificate must be signed by the authorized person

FINANCIAL PROPOSAL/COSTING (TO BE PRESENTED ON SEPARATE ENVELOP - 2nd Envelop)

SBD 3.3

**PRICING SCHEDULE
(Professional Services)**

Name of bidder.....	Bid number: GGDA/03/2022-2023/ RIETSPRUIT
Closing Time: 11:00	Closing date: 20 TH October 2023

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

Item	BOQ	UOM	QTY	RATE	TOTAL AMOUNT
1.	Installation of fence as per the specification	m	1800		
2.	Pedestrian access gates as per the specifications	Per gate	2		
3.	Sliding access gates as per the specifications	Per gate	2		
4.	Site Clearance	m ²	5400		
5.	Professional Team (Stage 1-6)	Sum	1		
6.	Preliminaries and Generals	Sum	1		
7.	Land survey	Sum	1		
8.	Disbursements	Sum	1		
SUB-TOTAL 1					
ADD 15% CONTINGENCIES					
SUB-TOTAL 2					
<u>ADD VAT@15%</u>					
GRAND TOTAL					

NB: Full pricing to be provided for all line areas as outlined above.

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

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**

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.

2.2.1 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.

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

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

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the

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.

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

B2: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (CHOOSE ONLY IF APPLICABLE)

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- a) Any single contract with imported content exceeding US\$10 million. Or
 - b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million. Or
 - c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million or
 - d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.
- ### 2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY
- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr. Elias Malapane within five (5) working days after award of the contract. Mr. Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required the following steps will be followed:

- (a) the contractor and the DTI will determine the NIP obligation;
- (b) the contractor and the DTI will sign the NIP obligation agreement;
- (c) the contractor will submit a performance guarantee to the DTI;
- (d) the contractor will submit a business concept for consideration and approval by the DTI;
- (e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- (f) the contractor will implement the business plans; and
- (g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid Number _____	Closing Date _____
Name of Bidder _____	
Postal _____	Address _____

Signature _____	Name _____ Date _____

PART C – PREFERENCE POINT SYSTEM

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
B-BBEE Status Level of Contributor 1	20	
B-BBEE Status Level of Contributor 2	15	
B-BBEE Status Level of Contributor 3	10	
B-BBEE Status Level of Contributor 4	5	
The tenderer must be an entity which is at least 51% owned by black people who are youth.	N/A	
The tenderer must be an entity which is at least 51% owned by black people who are women.	N/A	
The tenderer must be an entity which is at least 51% owned by black people with disabilities.	N/A	
The tenderer must be an entity which is 51% owned by black people living in rural or underdeveloped areas or townships.	N/A	
The tenderer must be an entity which is 51% owned by black people who are military veterans.	N/A	
The tenderer must supply locally manufactured goods and services in line with the Department of Trade and Industry thresholds for products designated for local content.	N/A	
The tenderer must be an entity which is a cooperative, which is 50% owned by black	N/A	

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (Proof of evidence required)
people.		
TOTAL	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

PART D

D1: 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 the 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 favourable 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 favourable 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 fulfillment of this contract.

D2: GENERAL CONDITIONS OF CONTRACT (GGDA)

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.

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GENERAL CONDITIONS OF CONTRACT (GGDA)

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 those 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 contracts 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 fail 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 a the client intends imposing a restriction on a 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 – if not fully completed and signed, bidder will be disqualified on admin stage)

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

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

July 2010

DOWNLOADABLE ON TREASURY WEBSITE