



GAUTENG GROWTH AND DEVELOPMENT AGENCY

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 14 OCTOBER 2016

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

BID NUMBER: GGDA/20/2016-17/EPMO

CLOSING DATE: 04 NOVEMBER 2016

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION (COMPULSORY): 19 OCTOBER 2016 @11H00

**VENUE: IMPUMELELO COMMUNITY HALL, 221 IMPUMELELO ROAD,
DEVON**

**DESCRIPTION: APPOINTMENT OF A PROFESSIONAL RESOURCE TEAM
(PRT) TO DESIGN, PROJECT MANAGE AND PROVIDE SITE
SUPERVISION FOR THE CONSTRUCTION OF THE NEW
DEVON LANDFILL.**

**BID SUBMISSION REQUIREMENTS: 2 ENVELOPES.
SUBMISSIONS MUST BE SUBMITTED IN ONE
ORIGINAL AND ONE COPY**

**TECHNICAL (1 ORIGINAL AND 1 COPY)
FINANCIAL (1 ORIGINAL AND 1 COPY)**

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

**15TH FLOOR
124 MAIN STREET
JOHANNESBURG**

TABLE OF CONTENTS

PART A	A1: INVITATION TO BID, A1.1. CONDITIONS OF BIDDING, A1.2.TAX CLEARANCE CERTIFICATE, A2: TERMS OF REFERENCE, A3: PRICING SCHEDULE
PART B	B1: DECLARATION OF INTEREST
PART C	THE PREFERENCE POINT SYSTEM
PART D	D1: DECLARATION OF BIDDER'S PAST SCM PRACTICES D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION
PART E	E1: UNDERTAKING BY BIDDER IN RESPECT OF TENDER E2: GENERAL CONDITIONS OF CONTRACT

CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	
SBD 2 (Tax Clearance Certificate)	Certificate must be original and valid	
SBD 3.3 (Pricing schedule)	Filled or refer to an Annexure or addendum where price is mentioned	
SBD 4 (Declaration of interest)	Make sure it is signed	
SBD 6.1 and 6.3 (Preference Points in terms of PPPFA of 2001)	Make sure it is completed and points claimed are allocated as per BBBEE certificate	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 3 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22,Most current register of directors CM29 and CK2)	
Total Bid Price	Total bid price must be completed on the SBD1 form	
Vat Registration Certificate	If applicable	
BBBEE Certificate & BBBEE Statement	Valid certified copies must be submitted	
Company Profile	Include structure of the company	
Certified copies of Share Certificates	For all current shareholders if applicable	
Certified copies of identity documents	For all current shareholders / members	

IF ANY OF THE ABOVEMENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE BID EVALUATION COMMITTEE SHALL HAVE THE DISCRETION TO DISQUALIFY THE BID

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

PART A

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 Gauteng Growth and Development Agency 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: nkinam@ggda.co.za
- 2.2 ***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.***
- 2.3 All the documentation submitted in response to this tender must be in English.
- 2.4 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/20/2016-17/EPMO**. The sealed envelope must be placed in the tender box at 124 Main Street, Johannesburg by no later than **11h00 on 04 NOVEMBER 2016**.
- 4.2 The closing date, company name and the return address must also be endorsed on the envelope. If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the BID BOX.
- 4.3 No bid received by telegram, telex, email, facsimile or similar medium will be considered. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
- 4.4 Amended bids may be sent, together with the original bid, in an envelope marked "Amendment to bid" and should be placed in the bid box before the closing date and time. An amendment bids without original bid document will not be considered.
- 4.5 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

- 4.6 Kindly note that **GGDA** is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 **GGDA** reserves 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 may be added 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 Failure to provide total bid price on SB SBD.1 shall result in automatic disqualification.
- 4.12 An incomplete price list shall render the bid non-responsive.

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.

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate.
2. Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
5. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za

TERMS OF REFERENCE

PROFESSIONAL RESOURCE TEAM FOR THE DEVON LANDFILL FOR THE LESEDI LOCAL MUNICIPALITY – DESIGN, PROJECT MANAGEMENT AND SITE SUPERVISION

1. INTRODUCTION

- 1.1 The Gauteng Growth and Development Agency (GGDA) intends appointing a Professional Resource Team (PRT) to project manage the design and construction of the new Devon Landfill.
- 1.2 The Service Provider shall carry out full professional works on the site, including assessments, designs, plans and investigations required, collection of 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.
- 1.3 The service provider is required to provide all aspects of the service with diligence and skill in accordance with generally accepted professional techniques and standards.

2. BACKGROUND

- 2.1 The Lesedi Municipality has identified solid waste disposal as a priority problem and requires assistance in reviewing an initial design, providing site supervisions and construction of the new Devon Landfill to address this problem. The new sanitary landfill facilities to be designed are proposed to be part of the Ntirhisano Program planned to be financed by the Gauteng Growth and Development Agency (GGDA) for the Lesedi Municipality. Siting studies, field investigations, preliminary designs and an Environmental Impact Assessment (EIA) report, have already been conducted and will be available for use by the consultant.

The Municipality is currently in possession of Waste Management licenses for the closure of the existing dumping site and for the construction of a new Landfill Site in Devon. Both projects were registered under the Municipal Infrastructure Grant (MIG) for funding. However the Municipality's allocation is not enough to cater for all the dynamic needs of stakeholders within its jurisdiction. The conditions outlined in the waste management licenses are currently exerting pressure on the Municipality to commence with activities on both sites before the 16th December 2016.

The consultant shall review the existing preliminary design to create a more innovative and sustainable design and to be able to accommodate a waste to energy facility in the near future. The consultant is expected to specify the necessary equipment (including all related civil works and essential stationary and mobile equipment) needed for the operations of a sanitary landfill handling municipal solid waste. A map showing the location of the site selected for sanitary landfill is attached to these terms of reference. The site has been selected from among those screened, studied and recommended by Golder Associates Africa (Pty) Ltd in 2014 under separate terms of reference. A preliminary design and EIA has been conducted by in 2014 under separate terms of reference by Golder Associates as well.

3. GOAL AND OBJECTIVES OF THE SERVICE PROVIDER APPOINTMENT

The main goal and objective of appointing the Professional Resource Team (PRT) is to obtain technical advisory services for the design and construction of the new Devon Landfill. The PRT is expected to perform the design and to assist in the procurement of the contractor as well as provide site supervision and project management services for the full duration of the project. The PRT shall act as principal agent and engineering services manager for GGDA in terms of Notice 151 of 2014, Engineering Council of South Africa, Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act,2000(Act No.46 of 2000) .(Herein after referred to as “ECSA Guidelines”) The scope shall cover Stages 1-6 in terms of the guideline

The work involves the design and construction of a cost-effective, innovative and sustainable landfill in Devon to address environmental impact mitigation requirements (as outlined from the EIA report).

The consultant will therefore with develop in line with ECSA Guidelines, inter alia, final designs, with final detailed designs, d, construction drawings, cross-sections, final quantities, costs, technical specifications, operating manuals, including health and safety plans. The design shall be carried out in accordance with South African design standards and in compliance with applicable legislation.

The consultants’ design efforts shall address the following facility requirements within their engineering analysis and designs:

- 3.1** Provide drainage and sanitation facilities.
- 3.2** To promote Local Economic Development through recycling, re-use and waste treatment
- 3.3** Provide accommodations for workers to change clothing, wash, eat and rest.

- 3.4** Provide buffer zones and operational controls to handle noise, odour and dust, as well as to meet aesthetic needs compatible with the surrounding environment.
- 3.5** Provide access, internal roads and traffic management systems for safe and efficient flow of traffic for trucks into and out of, as well as within, the facility.
- 3.6** Provide for safe and efficient offloading of collection and/or transfer vehicles at the working face.
- 3.7** Provide for construction of refuse cells to handle incoming wastes, one day at a time, so that all landfilled wastes are covered except those from the current day of operation.
- 3.8** Provide for simple open-air composting of suitable wastes, with composting capacity of up to 25 percent of total incoming solid waste.
- 3.9** Provide collection, treatment, and discharge systems for all leachate contaminated waters so as to meet discharge requirements to support the water quality needs of the receiving water body and any down gradient receiving waters.
- 3.10** Provide collection, ventilation, and, as needed, flaring systems for all landfill gases to meeting environmental, health and safety needs of the workers and surrounding residential community.
- 3.11** Provide office and record-keeping facilities for site supervisors and support staff, as well as for training and meetings.
- 3.12** Provide fencing and gate control facilities, including weighbridges, to secure the site and adequately manage all solid waste accounting and enable performance monitoring of all incoming vehicles.
- 3.13** Provide parking and workshop facilities, as appropriate, for landfill equipment which will serve the facility.
- 3.14** Provide washing facilities for the landfill equipment, and collection and transfer vehicles.
- 3.15** The design is to accommodate the possibility of a waste to energy station establishment on the landfill site.
- 3.16** Design the civil and electro-mechanical works so that they will have a minimum life of 25 years and be able to withstand foreseeable seismic and climatic events.
- 3.17** Design the facilities so that all construction tasks are clearly explained, to-be-built facilities are drawn with adequate details, and quality control measures are fully identified.

- 3.18** Develop an operating and maintenance manual to enable site preparation, landfill cell construction, soil cover, leachate treatment, gas management, record-keeping activities, closure activities, and environmental monitoring (during landfilling and post-closure) to be conducted in a safe, efficient, and environmentally sound manner.
- 3.19** Conduct environmental analysis and develop mitigation measures to address the findings of the environmental impact assessment findings, as well as to address the findings of local consultation efforts being conducted under separate terms of reference.
- 3.20** Develop a health and safety measures to protect workers, visitors and surrounding residents during construction, operation, closure, and environmental monitoring activities associated with implementation of the sanitary landfill.
- 3.21** Provide site supervision throughout the construction process
- 3.22** Development of operational plans and manuals
- 3.23** Development of facility architectural and engineering designs
- 3.24** Compilation of the necessary procurement and contract documentation for the tender process, project and final as-built-drawings
- 3.25** The minimum required services referred to in this assignment include engineering (civil, structural, mechanical, electrical, geo-technical), architectural, quantity surveying, project management and construction management services.
- 3.26** Provide for a Built-Environment learnership in the form of one (1) graduate to be employed and trained for the duration of the contract for both phases of the project, i.e. design and site supervision.

4. THE BRIEF

The purpose of this Request for Proposal (RFP) is to appoint a PRT for professional services and related services necessary to assist the GGDA with the design and construction of the new Devon Landfill. The PRT is expected to perform the design and to assist in the procurement of the contractor for the construction as well as provide site supervision and project management services for the full duration of the project. The preferred Service Provider will be obliged to conclude an agreement with the GGDA on the terms and conditions in a Service Level Agreement upon appointment.

- 4.1** 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.

- 4.2** The service provider(s) appointed shall be expected to carry out full professional activities, 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 refurbishment designs and compile required reports. In this regard, bidders will be expected to adequately resource the project to ensure work is completed timeously.
- 4.3** The appointed service provider(s) will be required to ensure strategic interfacing with GGDA, in its role as the Employer and any of the Employer's Agents and stakeholders during project implementation to ensure agreement on design, equipment, specifications, risk acceptance, etc., and to identify any specific requirements that must be incorporated in the design or tender documents.
- 4.4** The appointed service provider must commit to a cost minimization and an energy efficient approach at all times. In this regard designs should target reductions in layout, material, facilities equipment, energy and operational requirements. The service provider must have adequate resource capacity to implement the required services.
- 4.5** The broad scope of services required shall be in accordance with the relevant sections of as "ECSA Guidelines" amplified by the specific requirements below.
- 4.6** If there is any conflict between the Specific Requirements and the ECSA Guideline Scope of Services document referred to above, the ECSA Guidelines shall take precedence.

5. SCOPE OF WORK

All engineering work shall be performed by experienced personnel, and consultant shall use the necessary tools to perform the engineering work in a professional manner and in accordance with accepted engineering practices.

The scope of work broadly includes engineering and design of the Devon landfill site with the inclusion of a guardhouse, weighbridge facility and sorting facility, feasibility of operation, tender evaluation assistance, construction supervision and management and mechanical completion of the required units. This shall include, but not limited to:

Engineering design, design survey layout, scheduling and cost control, contractor coordination, construction supervision, testing materials, quality control, equipment and site inspection and expediting.

It is not the intention of this document to completely specify all detailed services required during engineering and construction phases of the project, however, any additional services which are not specifically mentioned here, but which are required to make the facility complete in every respect and in accordance with the intent, technical specification for safe operation and guaranteed performance, shall be deemed to be covered under the scope of work, with the approval of the GGDA.

Proposals should, as a minimum, be presented as three phases :

(i) Pre-construction, (ii) Construction and (iii) Post construction. Proposals should clearly identify which services will be provided as part of each phase.

The selected consultant will perform both (i), (ii) and (iii). However, the client reserves the right to terminate the contract at the end of (i) or (ii), if the consultants performance is not found to be of acceptable quality and award (ii) and/or(iii) to another party.

5.1 Pre-Construction Phase Tasks - Engineering Design

The consultant will be responsible for the completion of the detail design engineering package(s) as may be required. The bailing machinery engineering designs may be prepared by suppliers and vendors. The consultant will be responsible for ensuring:

- all engineering designs are prepared in accordance with normal industry standards and good engineering practices;
- all civil, structural and other designs (landfill, ground impoundments etc.) are in conformance with local regulations, codes standards and regulatory requirements;
- all engineering design components are integrated and tied in;
- all engineering designs (basic and detailed) are compiled into packages suitable for bidding and construction as required; and
- the engineering and design conforms with the specifications and performance requirements required to complete the project.

The detailed and/or final design must include, but is not necessarily limited to the following:

1. Conceptual, architectural, elevation and profile drawings, and spot plans and plot layouts of proposed structures to be constructed at the facility.
2. Proposed engineering design details for machinery, and associated utilities including design specifications, performance characteristics, emissions performance data, and pollution control equipment/ features.
3. Landfill design details (including liner details, and leachate collection and management), harbor berth design details, structural details and working drawings, admeasurements drawings, electrical and plumbing line drawings, Bills of Quantities, equipment lists, data sheets and specifications etc. as required for each procurement package.
4. Construction management schedule for the facility, including but not necessarily limited to commencement of construction management phase, major construction and installation milestones, activity sequencing, construction closeout, post construction services, and final document handover.

5. Associated machinery and utilities foundation layout (Weigh bridge and sorting facility) , hazard data and area classification diagram process flow diagram and /piping and instrument diagrams (PFD(s), P&ID(s))

6. Initial Operating Manuals, specifically incorporating, but not limited to operational safety and emission control procedures as well as recommended routine and emergency operation and maintenance practices, environment monitoring systems, details of redundancy measures associated with the air emissions control technology, borrow material acquisition and management, landfill operational details, and closure designs and post closure monitoring requirements/ provisions.

Although the basic engineering design package may be sufficient for construction purposes, the detailed engineering design items 5 and 6 above may be made available to the client after any machinery supply and installation contract has been awarded. The engineering designs must meet existing building codes regulations and laws which apply to works carried out on the Project site where applicable. The facility design should comply with the requirements identified through the Technical and Financial Feasibility study, environmental safeguard standards stipulated by the Government and World Bank. The consultant must perform constructability review at the 95% Design Stage.

Part 1 -- Detailed Engineering Design Services

Task 1 -- Field Studies.

Field investigations have already been conducted as part of the site investigation and confirmation studies, and as of the EIA Process. The consultant is expected to use these available studies for the design process. Further to the existing studies, the consultant is expected to perform the following:

- Conduct surveys and collect samples for analysis, as needed, to confirm the quantity and density of solid wastes for which the sanitary landfill will be designed.
- Collect solid waste samples and conduct leachate generation tests, as needed, to confirm the quantity and characteristic of leachate for which the sanitary landfill leachate treatment facilities will be designed.
- Conduct investigations to locate sources of construction and solid waste cover materials to provide for at least 10 years of solid waste disposal capacity.
- Conduct traffic studies to determine the baseline use of the roads anticipated for use by refuse collection trucks in traveling to and from the selected landfill site, and the "as constructed" adequacy of these roads, bridges and culverts to support the additional size, weight and number of vehicles anticipated for the landfill.
- Determine wind, rainfall, evaporation and other conditions which will affect the movement of windblown litter, dust, odor, and landfill gases.

Task 2 -- Process Design. Develop the landfill's detailed process design considering all design parameters and requirements stipulated by the client and incorporation findings, conclusions and

decisions developed to address significant impacts and concerns identified through the environmental assessment and public participation studies. Develop the process design for:

- safe and efficient flow of truck traffic in and out of the landfill and during unloading and loading operations.
- safe and efficient unloading, spreading, grading, compacting, and covering of solid waste into daily refuse cells.
- erosion control, flood control, and diversion and collection of surface runoff which has not come in contact with the solid waste.
- collection and treatment of leachate and contaminated surface runoff.
- collection (active systems only if gas utilization is cost-effective), venting, flaring (if required to mitigate environmental impacts), and (if economic) utilization of landfill gas.
- composting by simple, open air and limited mechanization windrow pile methods, of up to 25 percent of the incoming solid waste considered most suitable for production of high quality compost, such as residential, yard/garden, sewage treatment sludge, and market waste.

Provide an operations and maintenance manual for all processing activities from collection at the household to the final dumping at the landfill site.

Task 3 -- Site Development Works Design. Perform engineering and complete design of civil works to include the following:

- site preparation (such as clearing, draining, filling, grading and consolidation, as needed)
- all-weather access road from the main highway nearest the landfill site to the reception area within the site (including on-off ramps and interchanges as needed)
- temporary on-site roads from the reception area within the site to the working face
- all-weather parking for the landfill equipment and, as needed depending on space limitations at the transfer station sites, for some or all of the transfer truck fleet
- gate control building (including works to house weighbridge equipment) for incoming trucks and, as needed, outgoing trucks.
- support building (including offices for supervisors and support staff, room for training and meetings, canteen, worker accommodations for washing/changing/resting and an on-site mechanical workshop facility)
- erosion control, flood control, and diversion and drainage system for uncontaminated surface runoff
- sanitary system
- water supply system

- fire protection system
- lining the landfill base with appropriate clay material and plastic geomembranes, as needed to protect underground water resources from contamination (natural attenuation and percolation systems are to be considered in areas where underground water resources are not potable or usable for irrigation or livestock)
- collection system for leachate and contaminated surface runoff
- pre-treatment, transfer, or treatment and discharge system for leachate and contaminated surface runoff, as appropriate for site conditions
- gas collection, including vent/flaring systems and/or gas utilization system
- leachate and gas monitoring wells
- composting system for only ideally suitable organic wastes by simple open air windrow pile methods
- workshop for repair and maintenance of landfill equipment
- washing facilities for landfill equipment and collection/transfer trucks.

Develop the landfill designs and drawings so that the source and method of obtaining and stockpiling daily, intermediate and final soil cover and for constructing cells is clearly shown. Prepare cell construction sequencing plans. The final sequencing plan for each phase of landfill shall show closure of that portion of the landfill and the final grade after application at final soil cover.

Determine the needs for toe berms for stabilization and other mitigation measures to ensure that the sanitary landfill will maintain structural integrity.

Task 4 -- Electro-Mechanical Works Design. Perform engineering and undertake design of the following electro-mechanical works, in accordance with the findings and mitigation measures recommended by the environmental assessment and public participation studies:

- electrical power and distribution system
- traffic management controls
- weigh bridge for the trucks
- bailing machine for recyclables
- portable scales to weigh the recyclable material at the sorting facility
- communication system
- fire alarm/protection system
- gas collection and vent, flare, and/or utilization systems

- leachate pretreatment, transfer, or treatment equipment (such as aeration and chemical feed equipment, as appropriate) The intention of the design for the treatment for leachate is to re-use the recycled treated leachate.

Provide an operations and maintenance manual for use of the electro-mechanical works.

Task 5 -- Architectural Design. Design the facilities to be functionally effective, enable economic operations, and require minimum maintenance.

Task 6 -- Quantity and Cost Estimates Prepare the bill of quantities for all works and cost estimates of pay items for each component of the design. Define the methods of payment per item (lump sum, unit cost) which would be most appropriate to enable and facilitate cost and quality control.

Task 7 -- Specification for Landfill Equipment. Prepare a list of all equipment required to operate the landfill, including bulldozers, landfill compactors, front-end loaders, open tippers and rippers, as appropriate. Include any special equipment needed for the open air windrow pile composting system, such as conveyor sorting belts, windrow turners, and portable trommel and vibrating screens for future upgrade of the landfill. Develop technical specifications for each type and size of landfill equipment unit listed. Be attentive to standardization of major components with the rest of the local government fleets and coordinate with local workshop supervisors for technical advice.

Task 9 -- Operations and Maintenance Manual. Prepare a manual to guide all aspects of the sanitary landfill operation and post closure activities, including waste to be accepted and rejected, weighing, offloading of wastes, litter control at the working face, cell construction, waste compaction, composting of suitable waste streams, segregated handling and burial of special wastes (e.g., medical wastes, asbestos, animal carcasses, chemical waste, Boiler Ash, Pulp from paper industries), fire control, environmental monitoring (e.g., leachate, landfill gas), occupational health and safety, equipment maintenance and repair, staffing and job description.

Task 10 -- Health and Safety Manual. Prepare a manual to guide all aspects of sanitary landfill construction, operation, monitoring, and post closure activities, with regard to health and safety, including measures to deal with hazardous (potentially toxic, ignitable, explosive, gas-producing, reactive, infectious) wastes, fires, explosions, gas releases, accidents, injuries. Communication, medical care, emergency response, and evacuation procedures are to be outlined, as well as all other potentially useful procedures for ensuring the health and safety of all workers, visitors, and surrounding residents at the site.

Task 11 – Provide Tender evaluation assistance

Provide assistance/advice in the tender evaluation process that will be held at GGDA

Task 12 – Provide sufficient Site supervision

Provide site supervision in accordance with ECSA and/or relevant bodies classification tables. A full time site supervisor/resident engineer is expected to be on site at all times.

5.2 Construction Phase Tasks for the Consultant

(i) Construction Management

The consultant will have overall responsibility for establishing and maintaining both the design and construction interfaces with contractors, suppliers, vendors external utilities, professional staff, the facility operator, the GDARD consultant, and Client.

The consultant will be have overall responsible for contract coordination, administration and scheduling, construction survey, inspection & observation, materials quality assurance, drawing submittal, review and approval coordination, cost control, maintenance of project records, and close-out documents for the project.

The consultant will be responsible for overall co-ordination of the on-site construction quality required, and to a schedule which is compatible with the requirements of the overall construction and construction management schedule.

a) Contract co-ordination, Administration and Scheduling

The consultant will coordinate site meetings with the Contractor(s), Suppliers, Vendors, external utilities, professional staff, facility operator, GDARD consultant, and Client as required to ensure the smooth delivery of contract services, and preparation and distributing meeting minutes.

The consultant will review Contractor(s) contract execution for compliance with contractual requirements (i.e. labor compliance, etc.), and review Contractor(s) work schedule & method statement and assess compatibility with the overall construction schedule.

The consultant will make measurements of bid items installed, quantities or percentages, review the Contractor(s) recovery schedules, and obtain monthly updates from Contractor(s) incorporating actual progress, delays, and other impacts.

b) Design Survey Baseline Layout, initial Construction Staking, and soil testing:

The consultant will undertake design survey baseline layout and establish one set of initial construction stakes. The consultant's surveyor shall provide all labor, tools, equipment and materials, including stakes, hubs, flagging, nails and paint.

Re-establishing construction staking will be the responsibility of the Contractor(s), although the consultant shall, from time to time, verify that any stacking re-established by Contractor(s) conforms to the initial construction staking.

The consultant will coordinate soil testing services which may be required for construction on the site, or for particular construction units as may be required from time to time.

The consultant shall assess the results of soil testing and confirm the suitability of soil conditions for the proposed construction methods.

c) Field Inspection & Site Observation

The consultant will perform site observations of the day-to-day construction activities for the purpose of minimizing defects and deficiencies in the work of the Contractor(s) and to check that provisions of the contract documents are being fulfilled.

The Consultant may appoint a lead contractor amongst the various trade contractors that will take some responsibility for on-site construction co-ordination. The consultant will, however, have permanent site presence with its own construction management team.

The consultant will coordinate Quality Assurance materials testing, review and approve Quality Assurance materials testing results. Where Quality Assurance materials testing results, staking re-established by Contractor(s), or Contractor(s) workmanship is deficient in any way, the consultant will ensure corrective actions are undertaken by the Contractor(s) so that the deficiencies are satisfactorily expedited to the consultant's satisfaction.

The consultant will observe and monitor Contractor(s) compliance with regulatory permits, environmental management and mitigation plans, workplace safety and health standards, and Contractor(s) work schedule & method statement. Where the Contractor(s) performance is deficient the consultant will ensure corrective actions are undertaken by the Contractor(s) so that the deficiencies are satisfactorily expedited to the consultant's satisfaction.

The consultant shall take and maintain digital photographs, document construction progress, and prepare inspections & site observation reports documenting observed construction activities. Inspection of machinery in the country of manufacture by the consultant may be a requirement of the Client following award of contract for that equipment and machinery.

d) Change Order Management

The consultant will review Requests for Information (RFI), coordinate submittal reviews, and either provides information from the Contract documents back to the Contractor or route request to Design Engineer for comment and responses or resolution as required.

The consultant shall review and evaluate contract change order requests and submittals against the engineering design and performance standards, perform quantity and cost analysis as required for negotiation of change orders, investigate and inspect site conditions that differ from those described in the contract documents, assist the Client in negotiation of change orders, and coordinate contract change orders between Contractor(s) and the Client as required.

The consultant will analyze additional compensation claims that are submitted during the construction period and prepare responses, perform claims administration including coordinating and monitoring claims responses, logging claims and tracking claim status, and review submittals in support, and recommendations for resolution of claims and disputes as required.

e) Cost Control

The consultant will furnish the Client with estimated expenditure forecasts (monthly, quarterly & annually) during the construction management phase. The expenditure estimate forecasts must be within an accuracy of + / - 10% of the Client's commercial evaluation.

The consultant must monitor, review and submit to the Client an updated Project expenditure estimation based on the forecasts with the quarterly expenditure forecast. The consultant will approve progress payment release requests for the Client confirming that all works, services, equipment covered by the payment requests are complete, inspected and expedited.

The consultant will either sign off on the payment request and submit to the Client for payment authorization or, return the payment request to the Client with a report detailing any works, services or

equipment covered by the payment request which are incomplete or have not been expedited to the consultant's satisfaction.

f) Records keeping

The consultant will maintain and update construction management records, including the construction management schedule (incorporating Contractor(s) work schedules, testing plan, and commissioning plans for all plant, equipment and systems), and a Submittal Log of Requests for Information (RFI), and contract change orders and compensation claims.

5.3. Post Construction Phase Tasks

a) Construction Closeout

The consultant will perform routine construction closeout site inspections to determine if facilities/ units are complete and in compliance with Contract Documents, prepare punch lists and inspect punch list item corrective actions, and prepare recommendations to Client as to the release of retention payments to Contractor(s), vendors and suppliers.

For the supply and installation of plant, machinery and equipment (external utilities, pumps etc.), the consultant will coordinate a phased mechanical and systems completion programme to facilitate sequential pre-commissioning activities culminating in a logical commissioning of the overall facility operations and functionality.

The consultant shall coordinate and provide technical assistance to Client, Contractor and Operator in pre-commissioning and commissioning, and arrange for resolution of all technical and operational issues that may arise in the process of commissioning. The pre-commissioning activities will include ensuring conformance to PFD/P&ID, loading, leak testing, temperature control, emissions control and tuning all PID controllers etc., and any other activity required to be carried out in pre-commissioning.

The consultant will submit, in a format acceptable to the Client, all construction completion certificates for works units, mechanical completion certificates supply and installation of plant & machinery, and acceptance certificates for goods and brought out equipment.

The consultant shall coordinate with, and assist the Operator for the purpose of a Performance Guarantee Test Run before handover to the Operator and ensure that all contractual obligations are met, and implementation of necessary remedial measures in case of non-conformance to any of the guaranteed parameters.

b) Final Documentation Package (FDP)- Construction Management Files and Operating Manual handover

At the time of handing over of the completed facility the consultant shall prepare and submit to the Client one original and one copy of Final Document Package (FDP) for the entire project. The consultant shall check the FDP for its correctness and completeness including the incorporation of any amendments, additions/deletion, DCNs (Document Change Notes).

At the time of handing over of the completed facility to the Client the consultant shall submit to the Client one original and one copy of the construction management files and for archiving.

At the time of handing over of the completed facility the consultant shall review and submit to the Client one original and one copy of each of the following:

- Operating and maintenance manuals for bought-out equipment.
- Operating Manual for plant and machinery, and associated utilities.

The consultant will ensure that all manuals are in English, complete, and are fit for purpose. Where any manual is, in the view of the client, deficient in any way, the consultant will ensure corrective actions are undertaken by the supplier so that the deficiencies are satisfactorily expedited prior to hand-over.

For the Operating Manual(s) for the plant and machinery, and associated utilities the consultant will review and verify that the manuals include: (i) operational guidelines specifically outlining safety and emission control procedures as well as recommended maintenance practices, and (ii) details of redundancy measures associated with the air emissions control technology.

5.2 SPECIFIC REQUIREMENTS

5.2.1 Planning, Studies, Investigations and Assessments

5.2.1.1 The Service Provider shall inspect the site to familiarize himself/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work by others) will be executed.

5.2.1.2 The Service Provider shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for improvements, cost estimates, and an implementation programme covering the budget cycle. Any estimates produced must exclude value added tax (VAT). Inspection reports produced in terms of previous investigations and works undertaken where available will be made available to the Service Provider for comparative purposes.

5.3 ADDITIONAL SERVICES

5.3.1 Additional services pertaining to all stages of the project include:

5.3.1.1 The provision of construction monitoring services

5.3.1.2 Act as Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.

5.3.1.3 Acting as the Principal Agent and Engineering Services Manager on behalf of GGDA

5.3.1.4 The development of the as built designs

- 5.3.1.5** Work and/or services related to targeted procurement that could entail: incorporation of targeted procurement goals, measuring key participation indicators, etc.
- 5.3.2** The Service Provider will also be required to act as the Employer's agent in terms of the Occupational Health and Safety Act. Therefore, in submitting a tender for this professional services contract, the Service Provider shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender.
- 5.3.3** The Service Provider shall, as such, execute all of the duties of the client as contemplated in the Construction Regulations. As safety and security is a vital component of the project, the Service Provider shall employ the services of a full time safety specialist for construction monitoring purposes in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.
- 5.3.4** The Service Provider's attention is also drawn to the responsibilities of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.
- 5.3.5** The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any Sub-Service Providers/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement.

5.4 PROJECT STAGES

5.4.1 Stage 1 – Inception

- 5.4.1.1** The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the construction contract required to meet the level of services needed and to be within the budgetary constraints of this project. Any further investigations and/or for testing should be identified at this stage.

5.4.2 Stage 2 – Concept and Viability (Preliminary Design)

- 5.4.2.1** The Service Provider shall collect all data relevant to the required improvements, identify and investigate options for effective performance and produce concept designs in keeping with this Scope of Work and the required level of services, standard and norms. A design report on the

information collected, the preliminary design, cost estimates and an implementation programme must be presented for the Employer's approval.

5.4.3 Stage 3 – Design Development (Detail Design)

5.4.3.1 The Service Provider shall undertake detailed design of the new precinct and associated requirements, plan the construction of the project, produce drawings, specifications and tender documentation, adjudicate tenders, resolve issues for clarity and recommend contract appointments.

5.4.3.2 The contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format. The Civil General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 1st Edition 2004, published by the South African Institution of Civil Engineering (or NEC equivalent). The Mechanical/Electrical document shall be prepared in the Construction Industry Development Board's (CIDB) format. The Mechanical/Electrical General Conditions of Contract shall be the FIDIC Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor, 1st Edition 1999. (or NEC equivalent). Note: the Employer shall make the final decision on the choice of appropriate contract on recommendation from the Service Provider

5.4.3.3 The Service Provider shall liaise with the Employer during the preparation of the contract document to determine any other specific requirements that the Employer may have in this regard. A set of draft plans and draft tender/contract documents shall be submitted to the Employer for comment and approval prior to finalization. All drafts must be thoroughly checked by the Service Provider's project leader prior to submission. The tender/contract documents shall be submitted to the Employer for checking at least two weeks prior to tenders being advertised. The Service provider shall supply the Employer with an electronic copy (on CD) of the tender/contract documents once approved. The Service provider shall prepare detailed estimates of construction costs and submit such to the Employer.

5.4.3.4 The Service Provider shall be responsible for providing the Employer with the required number of (hard) copies of plans and tender documents for tender purposes.

5.4.3.5 The Service Provider shall be responsible for all initial service enquiries, way leave applications and obtaining all conditions from the relevant Service Authorities that are necessary to carry out all work in terms of this project. All applications in this respect must be carried out timeously so that all way leave conditions can be incorporated into the detail design.

5.4.3.6 On approval of the detail design drawings, three sets of paper prints must be submitted to the Employer for signature. Two sets will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the word “Initial version signed on (date)” at the signature location in the title block.

5.4.4 Stage 4 – Documentation and Procurement

5.4.4.1 The Service Provider shall attend a Bid Specification Committee meeting prior to the finalization of the contract documentation and advertising of tenders. All comments of the committee shall be incorporated into the final contract documents.

5.4.4.2 Detail design drawings, shall be finalized, incorporating any comments of the Employer. Once finalized, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider.

5.4.4.3 All other prints issued henceforth shall carry the words “Initial version signed on (date)” at the signature location in the title block.

5.4.4.4 The Service Provider shall prepare any further plans, designs and drawings (over and above the tender drawings), which may be necessary for the execution of the works.

5.4.4.5 The Service Provider shall be responsible for providing the Employer with the required number of copies of plans and tender documents for tender purposes (both hard copy and on compact disc).

5.4.4.6 The Service Provider shall, during the tender period, attend and preside over a tender clarification meeting, and respond to all technical queries received during this period.

5.4.4.7 Once tenders close, the service provider shall evaluate all valid tenders received and shall prepare a tender evaluation report (which shall include a recommendation) for consideration by the Employer’s Bid Evaluation Committee (BEC). The service provider shall present his evaluation to the BEC, respond to any queries the committee may rise, and follow up on any issues requiring the Service Provider’s attention/action.

5.4.4.8 Once approved by the Employer, the Service Provider shall facilitate the signing up of the construction contract.

5.4.5 Stage 5 – Contract Administration and Inspection

5.4.5.1 The service provider shall upon appointment of the contractor by the GGDA, provide all necessary support to facilitate contractual site handover. The service provider shall evaluate

and manage the construction programme as provided by the appointed contractor under contract administration. The service provider shall provide all instructions in accordance with the agreed programme and ensure that the programme is implemented accordingly. The service provider shall be responsible for managing project cash-flow for the project and prepare pro-active estimates of proposed variations for client decision making.

5.4.5.2 The service provider shall ensure that an up-to-date project file is kept at all times, with a copy for the client submitted at the inception of the project and necessary documentation provided to ensure appropriate filing for documentation. The service provider shall at least once a week, ensure that the site is inspected for quality and conformity. A weekly report shall be submitted to the employer to ensure compliance.

5.4.5.3 The service provider shall evaluate work completed by the service provider and prepare payment certificates for the work done, to ensure firm financial control measures on site. The service provider shall issue practical completion certificate when required and undertake a process of snagging to define a defects list prior to final completion.

5.4.6 Stage 6 – Close-out

5.4.6.1 The Service provider shall inspect and verify that all defects are addressed accordingly. The Service provider shall facilitate and ensure that all final operations and maintenance manuals, guarantees and warranties are provided upon completion of works. The Service Provider shall submit as-built plans to the Employer in electronic format (preferably, dwg. otherwise.dxf) as well as two complete set of paper prints. The service provider shall provide final accounts where relevant and the project-close out file, documenting the entire project from inception.

6. REPORTING REQUIREMENTS

6.1 Aside from the particular reports required in terms of the brief above (e.g. the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Service Provider may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

6.2 Furthermore, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service Provider's appointment together with the anticipated expenditure to the end of the financial year in question.

6.3 Once construction is underway, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service providers appointment and the

construction contract together with the anticipated spend to the end of the financial year in question.

- 6.4** Monitoring and reporting on Enterprise Development with respect to local labour employed and other required social-economic indicators must also form part of the monthly reported construction stats. Construction progress reports shall be submitted weekly to the Employer in the agreed format.
- 6.5** Quality assurance reports shall be submitted monthly to the employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the employer.
- 6.6** All reports shall be submitted within the time frames agreed to by the Employer.

7. APPROVALS

7.1 The Service Provider shall be responsible for obtaining the following approvals:

- Approval of the implementation programme from the Employer,
- Approval of the conceptual and preliminary designs from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the construction and architectural monitoring proposals from the Employer,
- In respect of time-based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-consultants from the Employer.
- Approval of the Principal Consultant and Engineers Representative from the Employer,
- Approval of building plans from the relevant Authority.

7.2 Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors in terms of this contract.

8. TIME FRAMES / MILESTONES

8.1 There is a limited period within which the professional works must be completed to ensure that construction procurement processes and construction work may be allowed to proceed.

Bidders will be required to submit bids as defined by official communication. The designs and the compilation of the bill of quantities must be completed within a period defined by the GGDA project manager, to allow the procurement process for construction to be undertaken.

- 8.2** The Service Provider shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met.

9. REFERENCE DATA

- 9.1** On appointment, the Service Provider shall be provided with all reports and studies previously conducted in respect to the Devon Landfill.

10. FORMAT OF COMMUNICATION

- 10.1** All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Service Provider may be conducted per facsimile or in electronic format (e-mail). All plans and contract documents submitted for approval shall be in hardcopy format.

11. CLAIMS FOR PAYMENT

- 11.1** The Service Provider may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice.

12. EMPLOYER'S RIGHT TO RECOVER COSTS

- 12.1** The Employer reserves the right to recover, by way of a deduction from any amount due to the Service Provider, any additional cost which the Employer incurs arising out of non-performance/negligence of the Service Provider, subject to the limitations of liability as specified in other sections.

13. REQUIREMENTS FOR SUBMISSION OF PROPOSALS FROM TENDERERS

- 13.1** Tender requirements and tender data are defined in Returnable documents
- 13.2** The list of returnable documents, compulsory enterprise questionnaire are provided in the tender pack
- 13.3** The tender evaluation and assessment schedule are provided in the tender pack
- 13.4** The scope of work is provided in the terms of reference.
- 13.5** Tenderers are expected to submit their tenders for the above assignment to Gauteng Growth and Development Agency (GGDA) by not later than the date shown on the Tender Notice and Invitation to Tender. Late submissions will not be accepted and will be returned unopened.
- 13.6** All bidders must comply with the two-envelop tendering procedure, which requires that technical proposals will be evaluated and only upon meeting the minimum criteria, shall price evaluation be applicable to the remaining bidders.

14. DURATION OF ASSIGNMENT

- 14.1** The selected service provider is expected to commence the assignment upon appointment and to complete all works to stage 4 within a period stipulated by the GGDA for timeous implementation of the construction phase, unless otherwise authorised by the GGDA project manager.
- 14.2** The service provider is thereafter expected to manage the refurbishment works from initiation to final completion, inclusive of practical completion. The service provider will upon completion be required to present and submit a final report on completion of all project components.
- 14.3** During the course of the assignment, the service provider is expected to attend weekly progress report meetings with the project implementation committee established by the Employer.

15. APPOINTMENT

- 15.1** The GGDA reserves the right to appoint one or more service providers within the Scope of services requested from bidders. Upon Appointment, the service provider(s) will be expected to sign a performance agreement in the form of a Service Level Agreement (SLA).

16. BRIEFING SESSION

- 16.1** A compulsory site briefing session with service providers will be held on site at a date specified by the GGDA. Only those service providers who attend the briefing session will be allowed to submit proposals.

17. FORM OF TENDER

17.1 KEY PERSONNEL

- 17.1.1** In order to be considered for appointment in terms of this tender, the tenderer must have the key personnel for project implementation available at the close of the RFQ.
- 17.1.2** The following registered professional services will be required for the duration of the project:
- 17.1.2.1** Registered Professional Environmental Officer
 - 17.1.2.2** Registered Professional Quantity Surveyor
 - 17.1.2.3** Registered Professional Civil/ Structural Engineer
 - 17.1.2.4** Registered Professional Geo-Technical Engineer
 - 17.1.2.5** Registered Professional Electrical /Mechanical Engineer
 - 17.1.2.6** Registered Professional Construction Project Manager

18. PROJECT LEADER

- 18.1** The Bidder is required to identify and designate a Project Leader who is qualified and registered Professional in the design, implementation, coordination and project management of similar facilities and similar infrastructure and who will be responsible for all work carried out in terms of this Tender.

19. MINIMUM SCORE FOR QUALITY

- 19.1** The submitted bid will be evaluated on the basis of functionality, price and B-BBEE criteria. Bidders will be evaluated on the personnel proposed and quality of the proposal submitted, relative to the scope of work required for the development of the Industrial Parks within the Townships. A more detailed explanation of the evaluation criteria is given below.
- 19.2** The scoring referred to in the following tables will be used to score the points awarded. The tenderer is required to provide sufficient relevant information in or appended to the returnable schedules identified below in order to enable the evaluation of the bid criteria.

Functionality / Quality Criteria	Values						W	Total Points
	0	1	2	3	4	5		
✓ EXPERIENCE OF THE SERVICE PROVIDER								
<ul style="list-style-type: none"> ➤ 5 x Happy Letters from Previous similar works / Current Clients (15 points) ➤ 4 x Letters of References from Previous / Current Clients (12 points) ➤ 3 x Letters of References from Previous / Current Clients (9 points) ➤ 2 x Letters of References from Previous / Current Clients (6 points) ➤ 1 x Letter of References from Previous / Current Client (3 points) ➤ No letters of Reference (Zero Points) <p>*Happy letters letters must be aligned to similar works,</p>							15	
✓ QUALIFICATIONS OF KEY PERSONNEL								
➤ Civil/Structural Design Engineer								10
➤ Electrical/ Mechanical Engineer								
➤ Geo Tech Specialist								
➤ Environmental Officer								
➤ Quantity Surveyor								
➤ Construction Project Manager								
<p><u>Scores</u></p> <ul style="list-style-type: none"> ✓ <i>Professional Registration + Honours and above(10 Points)</i> ✓ <i>Professional Registration + Degree(8 Points)</i> ✓ <i>Professional Registration + Diploma (6 Points)</i> 								
✓ EXPERIENCE OF KEY PERSONNEL								
➤ Civil/Structural Design Engineer								
➤ Electrical/ Mechanical Engineer								

○ Detailed Quality Management Plan (5 points)									
✓ Skills Development Plan ➤ Technical Skills Development Plan (15 Points)								15	
✓ Capacity of the Tendering Entity ➤ Bank rating ▪ Rating A / B (15 Points) ▪ Rating C /D(10 Points) ▪ Rating Below D (0 Points)								15	
✓ Total Functionality / Technical								100	

19.3 The minimum threshold for technical evaluation is 65 points. Only once bidders surpass this threshold may their price proposals be considered.

20. PREFERENCE POINTS SCORING

80:20 Preference Points Scoring System		90:10 Preference Points scoring system	✓
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21. SUBMISSION DETAILS

21.1 PROPOSED WORK PLAN

21.1.1 A proposed work plan must be provided with the tender submission, which must be of sufficient detail (but preferably not more than 10 pages in length) to indicate that the project brief has been understood.

21.1.2 The work plan must be site specific for each site the bidder is responding towards. Each of the sites listed above require different areas of focus, as such the works shall not be the same.

21.1.3 In the event that a generic work plan is proposed for all the sites, it shall only be applicable to one site, allocated at the discretion of the GGDA.

21.1.4 Bidders must show that they have appreciated the nature of the problem in each site, and indicate the approach and methodology that they intend following in order to reach the required outcome.

21.2 EXPERTISE OF KEY PERSONNEL

21.2.1 As the work required in terms of this tender is considered to be technical, it is essential that suitably qualified and experienced personnel be assigned to this project. Besides the minimum requirements specified in the eligibility criteria, it would be extremely advantageous if the key personnel can demonstrate recent experience related to specific aspects of the project.

21.2.2 Bidders **must** for ease of reference provide a **tabulated list of all the lead consultant per discipline, including their qualifications, experience, professional registration and project role.** This list must be provided ahead of all the personnel **supporting documentation.**

21.2.3 Should the personnel list not correspond with all the CV's and supporting documentation of personnel proposed, **those not adequately accounted for will not be taken into consideration.**

21.3 EXPERTISE OF THE PROJECT LEADER

21.3.1 The Project Leader is the person or under whose direction the service is to be provided (see scope of work). The qualification and experience of the Project Leader is key to [the successful provision of the services required. Assessment of the Project Leader will be undertaken in relation to:

21.3.1.1 General experience (total duration of professional activity), level of education and training and positions held which have a bearing on the service.

21.3.1.2 The education, training, skills and experience in relation to the required service.

21.3.1.3 Knowledge of issues which are pertinent to the service.

21.3.1.4 Experience in the development and implementation of landfills.

21.3.2 A CV of the Project Leader must be attached to the submission. The CV must outline assignments and experience that has a bearing on the required services.

22. TECHNICAL SKILLS DEVELOPMENT PLAN

- 22.1 Bidders are required to provide a detailed skills development plan in their submission which shall be critical in project implementation.
- 22.2 Appointed service providers shall be required to employ/ provide project training to technical graduates in each community
- 22.3 The service provider shall ensure that in the community wherein the project is implemented, that a minimum of one (1) technical graduate within the Built Environment is employed within the project for each phase of the project.
- 22.4 The service provider shall ensure that the relevant costs for the internship/project training are accounted for in their project budget
- 22.5 The service provider shall ensure that at minimum, the internship includes exposure to critical project elements and that the participants are provided with all the necessary tools to participate in the project, for the duration of the project (including IT hardware and software, office space and mentoring)

23. SUBMISSION

23.1 Bidders shall be expected to submit proposals in the following format in **two separate** envelopes tender procedure:

23.1.1 Envelope A: Technical Response (Including approach, methodology, organograms, high level project plan and proposed team Cv's and certified qualification & professional certification) and Returnable Schedules (1 Original and 1 Copy must be submitted)

23.1.2 Envelope B: Financial Offer

24. BID ADVERTISEMENT PERIOD

✓	21 Calendar Days
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PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:
BID NO.:
CLOSING TIME 11:00 ON

OFFER TO BE VALID FOR 60 DAYS FROM THE CLOSING DATE OF BID.

ITEM No	Quantity	Description	Bid Price (in RSA currency including VAT)

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of VAT for the project.
R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----
-----	R-----	R-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

R-----	----- days
R-----	----- days
R-----	----- days
R-----	----- days
R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

6. Period required for commencement with project after acceptance of bid.....

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract?.....

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

1. **SECOND PHASE: BEE**

1.1. **B-BBEE Evaluation:**

- Bidders must submit valid BBEE Certificates & Statements which will be verified by the agencies.
- For purpose of comparison and in order to ensure a meaningful evaluation, Service providers are requested to furnish detailed information in substantiation of compliance to the evaluation criteria for BEE.
- Qualifying bids will be further evaluated in terms of the 90/10 if more than R1 000 000.00 preference point systems (10 allocated to BBEE and 90 allocated to price).

BBEE & Price will be evaluated according to the preference point system as outlined below B-BBEE	10 points for R1, 000, 000.00
BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 1.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

- 1.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

PART B

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration

Number:.....

2.5 Tax Reference Number:

.....

2.6 VAT Registration Number:

.....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

Name of state institution at which you or the person connected to the bidder is employed :

.....

Position occupied in the state institution:

.....

Any other particulars:

.....
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the

evaluation and or adjudication of this bid?

YES / NO

2.9.1 If so, furnish particulars.

.....
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

2.11.1 If so, furnish particulars:

.....
.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Number / Employee Persal Number

4 DECLARATION

I, (NAME).....

THE

UNDERSIGNED

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

SBD5

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 2011

2

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000.00 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 **“consortium or joint venture”** 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;
- 2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 **“EME”** means any enterprise with an annual total revenue of R5 million or less .
- 2.10 **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a

service and the technical capacity and ability of a bidder;

2.12 “**non-firm prices**” means all prices other than “firm” prices;

2.13 “**person**” includes a juristic person;

2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

3 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity,

provided that the entity submits their B-BBEE status level certificate.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm
 :
 9.2 VAT registration number :.....
 9.3 Company registration number
 :

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES:

1.

.....
SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....
ADDRESS:.....
.....

**PART D –
DECLARATION OF
BIDDER'S PAST SCM
PRACTICES**

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

D2: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: (Name of Bidder) that:

- 1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium3 will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of Bidder

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

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

1.17 "Warranties" means collectively any and all warranties listed and otherwise (if any) given by the Bidder in term of this agreement.

2. Interpretation

2.1 In his agreement clause headings are for convenience and shall not be used in its interpretation and, unless he context clearly indicate a contrary intention:-

2.2 An expression which denotes

- any gender includes the other gender;
- a natural person included an artificial or juristic person and vice versa;
- the singular includes the plural and vice versa;

2.3 Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the signature date, and as amended or re-enacted from time to time;

2.4 When any number of days is prescribed, such shall be reckoned inclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a business day, in which case the last day shall be the next succeeding day which is a business day;

2.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this agreement.

3. I/we hereby bid:

3.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGDA;

3.2 on the terms and conditions and in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of incorporated into, this bid);

3.3 at the prices and on the terms regarding time for delivery and/or execution inserted therein.

4. I/we agree further that:

4.1 the offer herein shall remain binding upon me/us and open for acceptance by GGDA during the validity indicated and calculated from the closing time of the bid;

4.2 this bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

5. notwithstanding anything to the contrary:

5.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, GGDA may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGDA.

5.2 in such event, I/we shall then pay to GGDA any additional expense incurred by GGDA for having either to accept any less 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 and 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 offer 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 an validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that suppliers be familiar with regard to the rights and obligations of all parties involved in doing business with GGDA.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid and contract documents.

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

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the client and the service provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference herein.
- 1.3 "Contract price" means the price payable to the service provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Day" means calendar day.
- 1.7 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.8 "Force majeure" means an event beyond the control of the service provider and not involving the service provider's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.9 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Goods" means all of the equipment, machinery, service and/or other materials that the service provider is required to supply to the client under the contract.
- 1.12 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the service provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.13 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

- 1.14 “Order” means an official written order issued for the rendering of a service.
- 1.15 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.16 “The client” means the organization purchasing the service.
- 1.17 “Republic” means the Republic of South Africa.
- 1.18 “SCC” means the Special Conditions of Contract.
- 1.19 “Services” means 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 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 fulfilment 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 wilful 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.

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
NUMBER**

REGISTRATION

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
