



**GAUTENG GROWTH AND DEVELOPMENT AGENCY**

**INVITATION TO BID (OPEN TENDER)**

**DATE OF ISSUE: 09 JUNE 2017**

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

**BID NUMBER:** GGDA/01/2017-18/GIC

**CLOSING DATE:** 30 JUNE 2017

**CLOSING TIME:** 11:00

**BID VALIDITY PERIOD:** 90 DAYS

**BRIEFING SESSION:** 19 JUNE 2017 (COMPULSORY)

**VENUE:** GIC OFFICE, NO. 1 SANDTON DRIVE , GROWTH-POINT  
BUILDING,SANDTON, JOHANNESBURG

**DESCRIPTION:** **PROVISION OF TURNKEY SERVICES/SOLUTIONS FOR THE  
DELIVERY OF THE FOLLOWING:**

- SPACE PLANNING, INTERIOR DESIGN, FIT-OUT AND SUPPLY & DELIVERY OF FURNITURE.
- INTERIOR REFURBISHMENT AND UPGRADE OF EXISTING OFFICE FACILITIES.
- RE-INSTALLATION AND UPGRADES OF ELECTRICAL/MECHANICAL AND ICT INFRASTRUCTURE.
- BRANDING AND MARKETING COLLATERAL INCLUDING EVENT MANAGEMENT OF THE LAUNCH

OF GAUTENG'S INVEST SA ONE STOP SHOP AT 1  
SANDTONDRIVE (THE PLACE), SANDTON, JOHANNESBURG

**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 TENDER BOX SITUATED AT:**

**15<sup>TH</sup> FLOOR**

**124 MAIN STREET, MARSHALLTOWN, JOHANNESBURG**

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### CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Submitted? (Yes / No)
<b>SBD 1</b> (Invitation to bid)	Make sure it is signed	
<b>SBD 2</b> (Tax Clearance Certificate)	Certificate must be original and valid	
<b>SBD 3.3</b> (Pricing schedule)	Filled or refer to an Annexure or addendum where price is mentioned	
<b>SBD 4</b> (Declaration of interest)	Make sure it is signed	
<b>SBD 6.1 and 6.3</b> (Preference Points in terms of PPPFA of 2001)	Make sure it is completed and points claimed are allocated as per BBBEE certificate	
<b>SBD 8</b> (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	
<b>SBD 9</b> (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	

<p>PART 1</p>	<p>SECTION A: TERMS OF REFERENCE</p> <ol style="list-style-type: none"> <li>1. Introduction</li> <li>2. Background</li> <li>3. Project objectives</li> <li>4. Scope of work</li> <li>5. Project Deliverables</li> <li>6. Time Frame</li> <li>7. Competencies and Expertise Required</li> <li>8. Accountability and Reporting</li> <li>9. Guidelines for Proposal submission</li> <li>10. Evaluation Criteria</li> <li>11. <u>Annexures</u>: <ul style="list-style-type: none"> <li><b>A:</b> ONE STOP SHOP: Terms of Reference for the Implementation of the POSS (Provincial One Stop Shop) ;</li> <li><b>Includes</b> ICT Infrastructure Upgrade Specification (Referred to as <b>Annexure E</b>); and  Marketing, Branding and Launching (Referred to as <b>Annexure F</b>)</li> <li><b>B:</b> CI Manual and Style Guide</li> <li><b>C:</b> Space Planning and Furniture Norms Required</li> <li><b>D:</b>GIC Existing Layout Drawings ( 11 plans)</li> <li><b>G:</b> PPPFA and GEYODI Targets</li> </ul> </li> </ol>	
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**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**

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

BID NUMBER: **GGDA/01/2017-18/GIC** CLOSING DATE: **30/06/2017** TIME: **11:00**

**DESCRIPTION: PROVISION OF TURNKEY SERVICES/SOLUTIONS FOR THE DELIVERY OF THE FOLLOWING:**

- **SPACE PLANNING, INTERIOR DESIGN, FIT-OUT AND SUPPLY & DELIVERY OF FURNITURE.**
- **INTERIOR REFURBISHMENT AND UPGRADE OF EXISTING OFFICE FACILITIES.**
- **RE-INSTALLATION AND UPGRADES OF ELECTRICAL/MECHANICAL AND ICT INFRASTRUCTURE.**
- **BRANDING AND MARKETING COLLATERAL INCLUDING EVENT MANAGEMENT OF THE LAUNCH OF GAUTENG'S INVEST SA ONE STOP SHOP AT 1 SANDTON DRIVE (THE PLACE), SANDTON, JOHANNESBURG**

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

**Gauteng Growth & Development Agency  
15<sup>TH</sup> Floor  
124 Main Street  
JOHANNESBURG  
2001**

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

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

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

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

CELL PHONE NUMBER.....

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

VAT REGISTRATION NUMBER.....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER:.....DATE: .....

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

TOTAL BID PRICE.....



## 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: [moloisanet@ggda.co.za](mailto:moloisanet@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/01/2017-18/GIC**. The sealed envelope must be placed in the tender box at 124 Main Street, Johannesburg by no later than **11h00 on 30 JUNE 2017**.
- 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](http://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](http://www.efiling.co.za)

## TERMS OF REFERENCE

### 1. INTRODUCTION

The Gauteng Growth and Development Agency (GGDA) is an implementing agency of The Gauteng Department of Economic Development (GDED) with the following mandate:

- To invest in strategic economic infrastructure in targeted sectors
- To accelerate the development of high growth, competitive and labour-absorbing sectors to support the creation of decent jobs and global competitiveness
- To build an innovative and knowledge based economy to drive Gauteng's competitiveness and economic growth and
- To attract Direct Domestic Investment and Foreign Direct Investments in identified markets and unlock increased trade opportunities of the African continent and across the globe

In line with **attracting Direct Domestic Investment and Foreign Direct Investments**, the GGDA's **Gauteng Investment Centre (GIC)** located at 1 Sandton Drive in Sandton (The Place) aims to make it easier for investors to do business in Gauteng. The GIC offers a multitude of services to domestic and foreign investors. GIC provide a convenient and efficient service for local and foreign businesses whilst focusing on all aspects related to their development needs from various tiers and agencies of government in a convenient location. The establishment of the centre was in response to a call by the investment community to reduce the cost of doing business in Gauteng and simplify the procedural steps required to invest, but without compromising the policy objectives of the various agencies and entities.

The Gauteng Investment Centre is South Africa's first One-stop Shop (OSS) for international investors and established local businesses where essential government information and services can be accessed from a single platform. As a one-stop shop, the centre coordinates inward and outbound investment promotion missions to fast track economic development. The services offered by the GIC include but are not limited to:

- Visa Facilitation Services (VFS)
- Business Retention (GGDA)
- Environmental Impact Assessment Studies (GDARD)
- Economic Data Research
- Municipal Services
- Tax Services (SARS)
- Immigration (Home Affairs)
- SMME Development
- Labour Relations
- International Relations and Protocol
- Financial Services

### 2. BACKGROUND

The South African Government announced its intention to make doing business in South Africa easier. This intention was re-iterated during the President's State of the Nation Address earlier in 2016 and again in 2017. As part of an effort to **promote South Africa as an investment destination**, the president announced a **One Stop Shop/Invest SA initiative** to signal the country is *"truly open for business"* during the 2016 State of the Nation Speech.

This ease of doing business will be facilitated through the **setting up of Provincial Investor Centres** as well as National **Investor Centres**. The custodians of this project is the Department of Trade and Industry's Invest South Africa division. The set up and operation of these Provincial Investor Centres will lie with the Provincial Investment Promotion Agencies, the GGDA represents the **Gauteng Province** in this regard. In 2015, **the DTI** committed to *"adding capacity to the facilitation and aftercare unit to create a*

*Clearing House and to roll out One Stop Shops in all Provinces.”* The National **One Stop Shop (NOSS)** initiative led by national government will require Provincial led Centres coordinated by the various Provincial Investment Promotion Agencies (in this case GGDA’s GIC). The DTI’s Acting Head of Investment South Africa endorsed the GGDA as a strategic partner for the establishment of a **Provincial One Stop Shop (POSS)** in Gauteng.

The purpose of this project is therefore to obtain a service provider that will provide **turnkey services/solutions** for the interior refurbishment of existing facilities including space planning, partitioning, fit-out, interior decoration, and supply and delivery of furniture, ICT network infrastructure upgrades, corporate branding and event management for the launch of the Gauteng Provincial One Stop Shop (**Gauteng- POSS**).

The **Gauteng-POSS** as an investor centre, will be a place to showcase Gauteng as a world-class investment destination and therefore the investor centre must bear the aesthetics and functionality of a premier investment promotion facility.

The Dti provided Terms of Reference (**Annexure A**) and the CI Manual and Style Guide (**Annexure B**) for the implementation of the **POSS**. Both documents provide guidelines for the implementation of the POSS including technical specifications for space planning, ICT infrastructure, marketing and communications. Bidders are required to use both documents as guide lines in the implementation of the POSS, however the ultimate look and feel should be unique to the **Gauteng-POSS** as a smart Province.

Bidders are expected to maximise the existing office space (located at **The Place, No 1 Sandton Drive, Sandton**) to accommodate the National partners in a modern new cutting edge office facility in line with the corporate identity outlined by **the DTI**. The current facilities (i.e. GIC) has a total area of approximately **763 square metres**, with the whole area requiring upgrades. It is important to note that the existing space (**763 square meters**) at the GIC is less than the required **Provincial One Stop Shop (POSS)** which is between **800-1000** square meters. When carrying out the services required, the successful bidder will be required to know and comply with all the regulations of the Landlord/building owner (i.e.Growth-Point Properties) on the refurbishment and upgrade of the building.

The turnkey services/solutions are required to be offered by a consortium of companies under a Lead Entity. The consortium and the Lead Entity will be evaluated based on the proven relevant capacities and capabilities required for this project.

### **3. PROJECT OBJECTIVES**

- 3.1 Refurbish and upgrade existing GIC facilities in line with POSS Guidelines and Standards as provided by the DTI.
- 3.2 Deliver a look and feel in line with CI Manual and Style Guide (**Annexure B**)
- 3.3 Deliver a fully furnished and decorated design solution that renders a visually pleasing and professional environment promoting a discerning investor experience in Gauteng in line with Guidelines and Standards provided by the DTI (**Annexure A and B**)
- 3.4 Upgrade ICT Infrastructure in line with Guidelines and Standards provided by the (**Annexure A**)
- 3.5 Design, develop and print branding and marketing collateral in line with CI Guidelines provided by the DTI (**Annexure B**), including, building signage and pull-up banners.
- 3.6 Launch the Gauteng-Provincial One Stop Shop (**Gauteng-POSS**) at 1 Sandton Drive (The Place), Sandton, Johannesburg

### **4. SCOPE OF WORK**

- The successful Bidder must provide project management skills to plan, design and deliver the required refurbishment and upgrades for the existing GIC facilities at The Place (1 Sandton Drive) in compliance with guidelines and standards as set by the DTI and within the Landlords policies and the regulatory framework.

- It is further required that the successful Bidder should provide resources for space planning, partitioning, interior design, fit-out and supply and delivery of furniture as well as branding and marketing collateral for the facilities in line with the DTI guidelines.
- In addition to the above, the successful Bidder must also provide resources to provide event management skills for the launch of the Gauteng-Provincial One Stop Shop (**Gauteng-POSS**).
- The successful Bidder will be tasked with implementing and managing the scope of work from inception to close-out of the project. The existing space (**763 square meters**) at the GIC is less than the required Provincial One Stop Shop which is between 800-1000 square meters. Very innovative approaches in space planning will be required for space maximization and cost – effectiveness.
- The following space norms and standards (**Annexure C**) will apply based on the overall floor space available at the GIC (**763 square metres**):

<b>SPACE PLANNING AND FURNITURE NORMS REQUIRED (See Annexure C)</b>	
<b>SPACE</b>	<b>FURNITURE NORMS (Typical)</b>
Reception, waiting area, informal meeting area	Reception desk, Operator Chair, Visitors occasional chairs, side table, coffee table, self-service kiosks
1 x Main 14-seater boardroom with Video Conferencing	14 Seater Boardroom set up with teleconferencing capability, refreshments server
1 x 10-seater meeting room	10 -Seater boardroom set up, refreshments server LCD Screen
1 x 8-seater meeting room	8-Seater boardroom set up, refreshments server , LCD Screen
1 x Formal Lounge/ Holding area	2 x two seater couches, 2 x single seater couches, coffee and side tables
Informal waiting area outside the VFS	
1 x Print Station	Bin
6 x Cellular offices	1 x Workstation, operator chair, visitor's chairs, Filing cupboard, bin
1 x Double volume Office	2 x Workstations, operator chairs, visitor's chairs, Filing cupboards, bins
1 x Executive Office	Executive Desk, Credenza, meeting room table with 4 chairs
12 x Self-service Workstations	Workstation, Operator chair, Visitor's chairs, credenza, bin (hot desking)
Kitchen/ pause area	Shop fitting/ cabinetry, appliances / tables & chairs
1 x 80 seater Conferencing Room	Podium, presenters' table and chairs, 80 seats. 2 x Smart boards, projector and projector screen
1 x Store room	Shelving and 2 x lockable storage
<b>GIC EXISTING FLOOR LAYOUT PLANS – ANNEXURE D</b>	
TEN (10 FILES ATTACHED)	

In implementing the space planning and furniture norms indicated above (**Annexure C**), Bidders will be guided by the DTI Terms of Reference (**Annexure A**) and the CI Manual and Style Guide (**Annexure B**) for the implementation of the **Gauteng-POSS**.

**Only locally produced or locally manufactured Furniture Products with the stipulated minimum threshold for local production and content will be considered.**

**The stipulated minimum threshold percentage for local production and content for the various furniture items ranges between 65% and 100%, 85% is just an average**

<b>FURNITURE SUPPLY AND DELIVERY</b>	
<b>DTI TERMS OF REFERENCE FOR THE IMPLEMENTATION OF THE GAUTENG-POSS (See Annexure A)</b>	
<b>ITEM</b>	<b>FURNITURE DESCRIPTION</b>
<p>All items to be based on the sizes of the new approved floor plan. All items to conform to the following standards:</p> <ul style="list-style-type: none"> <li>▪ High-end corporate aesthetic</li> <li>▪ Uncluttered, paired-down</li> <li>▪ Neutral colour scheme</li> <li>▪ High quality materials and finishes</li> </ul> <p><b>Refer to page 12 of the DTI ToR document for pictures of the anticipated “look and feel”</b></p>	
<b>RECEPTION</b>	
<b>x 1 Reception desk:</b>	That will enhance the customer experience while not undermining the privacy and security considerations. Desk to accommodate a diverse range of work functions and all necessary accessories (Lockable draws and cupboard, storage shelves etc.)
<b>x 2 High Back chair:</b>	For the reception desk: ergonomically designed, height adjustable chair and armrests
<b>x 2 Helpdesk:</b>	That will accommodate two desk top work stations for CIPC.
<b>x 4 Barstool:</b>	Advise on type of barstool for the helpdesk
<b>Coffee table:</b>	Advise on design that will complement the waiting/reception area
<b>Coffee Station:</b>	Supply of Ergonomic design Coffee machine (25 – 30 servings per day)
<b>Side table</b>	Advise on design that will complement the waiting/reception area
<b>Lounge pocket</b>	Advise on layout and design ( Couches, chairs and sofas) that will complement the waiting area/reception area
<b>Rug:</b>	Advise of on the design and type that will complement the waiting area/reception area
<b>Wall Cladding</b>	Cladding for wall behind the reception desk
<b>Brochure stand</b>	To complement the waiting area
<b>Server stand</b>	Lockable 2 door server to match reception area and to compliment the centre and overall look and feel.
<b>MAIN BOARDROOM</b>	
<b>Boardroom table:</b>	14 Seater boardroom table. Advise on the design and layout. Complete with hidden LAN points and power points, adapters and USB points which accommodates AV equipment and any other necessary points required etc.
<b>High Back chairs:</b>	14 x Ergonomic Chairs. Advise on design and type: To complement and fit the boardroom Table. Ergonomically designed, height adjustable chair and armrests
<b>Refreshment server</b>	Advise on design: Lockable server, same finish as the boardroom table
<b>White board</b>	Main boardroom to include a white board which could also do printouts

<b>Waste Bins</b>	A waste bin in the main boardroom
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<b>MEETING ROOMS 1 &amp; 2</b>	
<b>Meeting rooms</b>	Meeting rooms 1 & 2 to be furnished similar to the main boardroom as there are folding Partitions between the two boardrooms that may open from time to time to accommodate conferencing. The boardroom table and meeting room: 1 table should join seamlessly if needed.
<b>Boardroom tables:</b>	1 x 8 seater Boardroom table, 1 x 10 Seater. Advise on design and layout: Complete with hidden LAN points and power points, accommodate AV equipment and any other necessary points required etc.
<b>Boardroom chairs:</b>	18 x chairs Advise on type and design: To complement the boardroom tables. Ergonomically designed, height adjustable chair and armrests
<b>Refreshment server</b>	2 x Lockable server, same finish as the boardroom table
<b>Waste Bins</b>	Each meeting room to have a waste bin
<b>White board</b>	Each meeting room to include a white board which could also do printouts
<b>Flip chart</b>	Each meeting room to include a moveable flip chart
<b>6 OFFICES (ONE DOUBLE VOLUME)</b>	
<b>Workstations</b>	To complement the space and size of each office. Fresh design, visually appealing durable and ergonomic. Desks to accommodate wiring with hole on the side of the workstation.
<b>High back chair</b>	To complement each workstation, ergonomically designed, height adjustable chair and armrests
<b>Office cupboard</b>	Two door office cupboard to have the same finish as the workstations
<b>Mobile pedestal</b>	3 drawers ( top drawer to accommodate pens and pencils) to be in the same finish as the workstations
<b>Visitors chair</b>	2 visitors chairs for each workstation
<b>Waste Bin</b>	Each meeting room to have a waste bin
<b>KITCHEN</b>	
<b>Cabinets &amp; work surfaces</b>	Cabinets to have adequate Storage space and work surface area, modern finish & design, granite tops, tile back splash, sink & dishwasher space & fitting required
<b>Café Table</b>	Accommodate space for two café tables
<b>Café chairs</b>	Polypropylene chairs
<b>Waste bin</b>	A waste bin in the kitchen
<b>Lockers</b>	3 x Lockers (boxed size), same finish as cabinets

<b>Open plan</b>	
<b>Open plan Seating</b>	Space to accommodate 4 x desks with desk partitions:
<b>Workstations</b>	Advise on design and layout: To complement the space and size of each office. Fresh design, visually appealing durable and ergonomic. Desks to accommodate wiring with hole on the side of each workstation
<b>High back chair</b>	10 chairs to complement each workstation, ergonomically designed, height adjustable chair and armrests
<b>Office cupboard</b>	4 two door stationery cupboards with the same finish as the

<b>Mobile pedestal per work station</b>	3 draws ( top draw to accommodate pens and pencils) to be in the same finish as the Workstations
<b>Visitors chair</b>	As bidder sees fit for the space
<b>Waste Bin</b>	For each work station
<b>Lounge Area</b>	
<b>Coffee table:</b>	Advise on design that will complement the lounge area and space
<b>Side table</b>	Advise on design that will complement the lounge area and space
<b>Lounge pocket</b>	Advise on layout and design ( Couches, chairs and sofas) that will complement the waiting area/reception area

<b>Rug:</b>	Advise on design and style of rug: Rug to complement the lounge area

### **CONFERENCE ROOM**

<b>Fixed auditorium Chairs with adjustable writing pad</b>	60/40 (depending on size to be accommodated on floor plan) auditorium seats, fixed to the floor in auditorium style format. Design and colour to be proposed to complement the centre.
<b>Waste Bins</b>	Waste bin to be included
<b>Flip chart</b>	Each boardroom to include a flip chart

### **MEN'S' AND LADIES' REST ROOMS**

<b>Cabinets and storage</b>	New under basin lockable cabinets for existing washbasins, modern design and finish to complement the centre
<b>Mirrors</b>	6 x new mirrors for restrooms – design and finish to compliment the centre

### **STORE ROOM**

<b>Shelves</b>	L-shaped shelves on one of the walls for packing space (neat finish)
<b>Waste Bins</b>	Waste bin to be included
<b>White board</b>	Each boardroom to include a white board
<b>Flip chart</b>	Each boardroom to include a flip chart

### **Art & wall hangings and decorative finishes (for all areas including reception)**

<b>Framed Photography/Art</b>	15 pieces (varying in size and design) to compliment the centre and fit in with overall look and feel.
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Please note that the specifications stated above are not exhaustive, should you feel that after inspecting the site more items will be required for example additional meeting room lights or other decorative features and items please do feel free to include them to ensure a workable solution.

KITCHEN APPLIANCES	
Automatic Coffee Maker	Appliances to have a silver finish and complement one another (Bean to cup )
Toaster	Appliances to have a silver finish
COFFEE STATION	
Automatic Coffee Maker	Ergonomic design Coffee machine (25 – 30 servings per day)

KITCHEN CROCKERY AND EQUIPMENT	
x 40 Dinner plate	Colour: White porcelain
x 40 Side plate	Colour: White porcelain
x 8 Serving platters	Colour: White porcelain
x 40 Drinking glasses:	Clear ball glasses (High end)
x 40 Wine glasses	Clear wine glasses (high end)
x 7 Water jugs	Clear water jugs with lids (high end)
x 7 Trays	Colour: Silver
x 40 Tea cup with saucer	Colour: White porcelain
x 40 Coffee cups with saucer	Colour: White porcelain
x 8 Sugar bowl	Colour: White porcelain
x 8 Milk jug	Colour: White porcelain
x 8 Tea pot	Colour: White porcelain
x 8 Coffee pot	Colour: White porcelain
x 1 12 litre Urn	Colour: Silver
x 40 Table forks	Colour: Silver high end
x 40 Dessert forks	Colour: Silver high end
x 40 Tea spoons	Colour: Silver
x 40 dessert spoons	Colour: Silver
x 40 Table knives	Colour: Silver
x 25 Steak knives	Colour: Back and Silver

ICT INFRASTRUCTURE UPGRADE (See Annexure E)	
ITEM	DESCRIPTION
PROVINCIAL ONE STOP SHOP (POSS) NETWORK INFRASTRUCTURE UPGRADES	The GIC in line with the DTI POSS requirements will need to replace the current Network infrastructure with the new revised Network infrastructure.
	The current floor layout covers 700 Square metres approximately, the current network infrastructure is provisioned for the following existing services: 40 Network Points which provide Voice and Data services; Biometric Access Control; 9 Camera CCTV System; Video Conferencing Equipment; Two Smart Board Services; Interactive TV displays; Digital information Kiosks.



	<p>To ensure that the POSS can provide an improved and more modern service we need to upgrade the current infrastructure to ensure that facility is fully functional for both LAN and other network services i.e. CCTV and Biometric Access Control.</p> <p>Bidders are expected to possess competence and a proven track record in similar installations and must be part of the relevant OEM certification program. The successful bidder will be required to provide the following services:  Design, supply, Installation, configuration, commissioning and documentation of the network to be installed;  The minimum standard should be Category 6 and the cabling must be done in stages, it mustn't disrupt the operations of our existing GIC/GGDA Tenants (VFS);  All Installed Cables need to be certified, labelled and documented;  Provide wall outlet numbers, and physical location of WO, cabling routes to patch panel;  Two structure cabling must be installed for each work area;  All Components must be from single OEM;  Factory Molded Category 6 Patch (2m) and station cords (3m) must be supplied for each point;  A detailed project plan must be supplied defining work packages, time lines, risks etc. according to standard project management methodologies.</p>
<b>SERVER RACK</b>	All the networking equipment should terminate on the existing Server Rack. It is envisaged that the Server room will remain where it is as there is a fibre connection terminating in the Server room.
<b>GUARANTEE</b>	The Data Cabling Shall be a certified ADC Krone Installation carrying a 25 year warrantee.
<b>INSTALLATION</b>	Wireless Access Points Provision should be made for Wireless access points as required to support wireless LAN
<b>DESIGN AND CONFIGURATION DOCUMENTATION FOR LOCAL AREA NETWORK</b>	The service provider must produce an architectural design that detail the network design, cabinet layout and network points
<b>CCTV AND BIOMETRIC SYSTEM</b>	The service provider will be responsible for relocating or reinstalling of the CCTV and Biometric System. It must be noted that CCTV and Biometric system run on a separate network. The service provider can recommend if these services shall also run on a single LAN if possible.
<b>SERVER ROOM</b>	The server room must be adequately serviced by air-conditioning. Sufficient lighting and power outlets for all equipment. Security to be configured in such a way as to isolate the entire room from the general work area.
<b>GENERAL</b>	It is to be noted that there are certain services or tenants, namely VFS which cannot be interrupted and must continue during the construction phase thus contingencies need to be considered in case of down time. As this a total rebuild the service provider appointed will have to work closely and in conjunction with construction and facilities providers.

In implementing the ICT infrastructure network upgrades indicated above (**Annexure E**), Bidders will be guided by the DTI Terms of Reference (**Annexure A**, from page 17; Technical Specifications for Audio Visual Equipment) and the CI Manual and Style Guide (Annexure B) for the implementation of the **Gauteng-POSS**. Additionally Bidders are required to comply with any rules and restrictions placed by the Land-Lord (Growth- Point Properties).

The scope of work (**Annexure F**) for Marketing and Branding shall include but not limited to:

- Engaging a competent Event Organizer who will have responsibility for preparation and management of all logistical issues and arrangements related to hosting a successful and professional event
- Event Management –pre launch:
  - ❖ The service provider to compile a database of key stakeholders, and invite 300 delegates to the event.
  - ❖ In collaboration with the GGDA event team, develop a criteria of the type of people to be invited
  - ❖ Ensure confirmation are done for all invites, and send the non-confirmed and confirmed list to the GGDA marketing team
  - ❖ Compile confirmed registration list -participants, speakers, support staff, event management team, ushers, Protocol arrangements for VIPs, including arrival and departure with the relevant Ministry

<b>MARKETING, BRANDING AND THE LAUNCH OF THE GAUTENG-POSS (See Annexure F)</b>	
<b>LAUNCH</b>	<b>QUANTITY</b>
Welcome cocktail	300
Cocktail Dinner- service provider to discuss the menu with marketing team, and send options to choose from	300
Protocol holding rooms	30 people
Beverages – Soft drinks , water and Juice	600
<b>AUDIO VISUAL</b>	
Stage 3 x 3	1
8x 6 fast fold screens	2
Microphones	4
Podium	1
<b>REGISTRATION TABLE</b>	
Name Tags	300
Ribbon Cutting colours to be discussed with marketing team	
Red Carpet	
Plaque – wording and design to be discussed with marketing team	
<b>DÉCOR</b>	
Décor – cocktail style set up- options to be presented to the marketing team	1
Flower arrangement for registration table and protocol room	
The service provider to supply cutlery crockery serviettes and refrigerators- <b>site visit to be arranged prior to note all required appliances.</b>	

In implementing the marketing and branding collateral indicated above (**Annexure F**), Bidders will be guided by the DTI Terms of Reference (**Annexure A**) and the CI Manual and Style Guide (**Annexure B**) for the implementation of the **Gauteng-POSS**. Additionally Bidders are required to comply with any rules and restrictions placed by the LandLord (Growth-Point Properties).

## **5. PROJECT DELIVERABLES**

The following deliverables are expected:

- 5.1 Computation of Demolition and New Works **Schematic Drawings (at tender stage)** and **Detailed Drawings (upon appointment)**; both incorporating the existing and new services including telecoms, data, electrical, ICT, mechanical, electronic networks, etc. approved by the GGDA;
- 5.2 Detailed dated envisaged **Programme of Works** (at tender stage and upon appointment) covering the Demolitions, Alterations and New Works comprehensively;
- 5.3 Final interior decorating concept (upon appointment) in line with Invest SA Corporate Image and approval by GGDA as well as final 3D rendered design showing the floor, wall and ceiling layouts including all fittings and furnishings in line with the brief;

- 5.4 Procurement, supply and fitting of new furniture and decorative fittings (upon appointment) in line with the brief;
- 5.5 Implementation of the approved proposal (upon appointment) including supply and fit of office furniture and decorative fittings as per the needs of the **Gauteng - POSS (Annexure A and B)**;
- 5.6 Procurement, supply and fitting of additional features as provided in the proposal;
- 5.7 Procurement, supply and installation of required ICT infrastructure upgrades as per specifications;
- 5.8 Design, Develop and Print marketing collateral including building signage and pull-up banners as specified by the DTI (**Annexure A and B**)
- 5.9 Event Management for the Launch of the **Gauteng-Provincial One Stop Shop**

## 6. COMPETENCIES AND EXPERTISE REQUIRED

Architecture / Space planning/Project Management
Interior design
Supply and delivery of office furniture
Electrical Engineering Re-Work
Mechanical Engineering Re-Work
Network Engineering Re-Work
ICT Networking
CCTV and Biometric Access
Health and Safety Representative
Branding, Communication and Marketing Specialist
Event Management Specialist
Construction
Other as required by the project

## 7. ACCOUNTABILITY AND REPORTING

The successful Bidder will report to the GGDA and will have to submit reports as required and attend meetings for coordination and progress reporting.

## 8. GUIDELINES FOR PROPOSAL SUBMISSION

Bidders are advised that their proposal should be concise, written in plain English, legible and simply presented.

### 9.1 Technical proposal

- 9.1.1 Brief company profile of each consortium member company (Bidders are allowed to submit as consortiums/JV subject to the attachment of the consortium/JV agreement and project organogram indicating roles and responsibilities of each consortium member and lead personnel per discipline. Failure to comply may lead to disqualification.
- 9.1.2 Proposal Overview
- 9.1.3 Detailed Proposal with schematic concept design
- 9.1.4 Detailed project plan indicating the activities, roles and responsibilities and timelines
- 9.1.5 References where similar work was conducted in the last 7 years indicating clearly the following:
  - Value of refurbishment and upgrade project
  - Year completed
  - Client name and contact details (Telephone and physical address)
- 9.1.6 In line with paragraph 9.1.1 all consortium companies providing the required expertise must submit individual company briefs and comply with paragraph 9.1.1 above, including BBEE ratings (a consolidated BEE rating for all members in the consortium will be required)
- 9.1.7 CV's of all key staff to be dedicated to this project across all disciplines must be attached as per 9.1.1 above. (Proof of qualification and any relevant professional registration)

9.2 **Financial Proposal**

9.2.1 Detailed project costs

9.2.2 Valid tax clearance certificate

9.2.3 An original bank stamped letter indicating the bank rating per consortium member

9.2.4 The financial proposal should be presented in a separate sealed envelope and failure to comply will lead to automatic disqualification.

**9. EVALUATION CRITERIA**

Functionality / Quality Criteria	Values						W	Total Points
	0	1	2	3	4	5		
<p><b><u>Methodology and approach:</u></b>                      Bidders must provide a detailed and well-articulated work plan with timelines that meet project requirements, milestones and budget on how they intend executing the entire project from inception to close-out. This must include a proposed project plan and timelines with clear activities/deliverables that need to be actioned. Work execution plan to indicate activities to be performed with:                      -Clear deliverables;                      -Human Resources;                      -Timelines for each of the Deliverables <i>taking into consideration the strict working hours permissible by Centre Management;</i>                      -Detailed Proposal with schematic concept design;                      -Detailed project plan</p> <p>Additionally, an innovative and creative design proposal demonstrated through conceptual design of furniture and fittings in an optimized space will qualify the bidder for full marks</p>							20	
<p><b><u>Health and Safety Plan</u></b>                      Health and Safety Plan for the Project</p>							10	
<p><b><u>Previous working experience of the Bidder (Lead entity) on more or less similar projects including project name &amp; description, client name &amp; contact details, project duration and project/contract value</u></b></p> <p>5 x Letters of References from Previous / Current Clients (20 points)                      4 x Letters of References from Previous / Current Clients (15 points)                      3 x Letters of References from Previous / Current Clients (10 points)                      2 x Letters of References from Previous / Current Clients (5points)                      1 x Letter of References from Previous / Current Client (3 points)                      No letters of Reference (Zero Points)</p>							20	
<p><b><u>Experience of the Project Manager</u></b>                      Experience of the Project Manager in leading multi-disciplinary teams in the implementation of more or less similar projects</p> <ul style="list-style-type: none"> <li>• 10 Years or more (10 points)</li> <li>• 7 to 10 Years (8 points)</li> <li>• 5 to 7 Years (6 points)</li> <li>• 3 to 5 Years (4 points)</li> <li>• 1 to 3 Years (2 points)</li> <li>• Zero Number of Years (Zero points)</li> </ul>							10	
<p><b><u>Qualifications of Project Lead Team Members per Discipline</u></b>                      Clear and concise CV's of the proposed project team must be included in the bid proposal and must indicate relevant <b>proof of qualifications</b>, skills and experience and any <b>relevant professional registration</b>.                      -Bachelor's Degree and/or Relevant Professional Registration(20 points)</p>							20	

<p>-National Diploma (10 points)</p> <ul style="list-style-type: none"> <li>• Architecture / Space planning</li> <li>• Interior design</li> <li>• Supply and delivery of office furniture</li> <li>• Electrical Engineering Re-Work</li> <li>• Mechanical Engineering Re-Work</li> <li>• Network Engineering Re-Work</li> <li>• Health and Safety Representative</li> <li>• Branding, Communication and Marketing Specialist</li> <li>• Event Management Specialist</li> <li>• Construction</li> <li>• Other as required by the project</li> </ul> <p><b><u>Adherence to PPPFA and GEYODI Targets (See Annexure G)</u></b></p> <p>Full adherence (10 points)  Partial Adherence(5 points)  No adherence (Zero points)</p>								
<p><b><u>Bank Rating of lead entity (5 points)</u></b></p> <p>-Rating =A(5)  -Rating=B(4)  -Rating=C(3)  -Rating below C=(0)</p> <p><b><u>Capacity of the Tendering Entity (5 points)</u></b>  Bank rating per entity of the lead entity  Professional Indemnity of lead entity  -of not less than R10m (5 points)  -below R10m but not less than R8m(3 points)  -Less than R8m but not less than R6m(2 points)  -Below R6m(Zero points)</p>							10	
<b>Total Functionality / Quality</b>							100	

**A minimum score has of 70 points has to be achieved before the price and BBBEE status of the organization is reviewed. Failure to meet these minimum requirements will result in the prevention of advancement to the next phase**

**PREFERENTIAL POINT SYSTEM**

<b>Price</b>	<b>80</b>
<b>BBBEE</b>	<b>20</b>

**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		ARCHITECTURE, SPACE PLANNING, ENGINEERING & PROJECT MANAGEMENT FEES	
2		ALTERATIONS, REFURBISHMENTS AND NEW WORKS: CONSTRUCTION	
3		FURNITURE SUPPLY AND INSTALLATION	
4		KITCHEN APPLIANCES & COFFEE STATION	
5		KITCHEN CROCKERY AND EQUIPMENT	R 50,000-00 (Provisional Sum)
6		ICT INFRASTRUCTURE UPGRADE	
7		MARKETING, BRANDING AND THE LAUNCH	R 500,000-00 (Provisional Sum)
8		TEMPORARY SITE STORAGE FACILITIES DURING CONSTRUCTION	
9		REMOVAL, RELOCATION TO OFF-SITE STORAGE AND RE-INSTALLATION OF EXISTING FURNITURE TO NEW SPACE	

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 R50 000 000.00 preference point systems (10 allocated to BBEE and 90 allocated to price).

<b>BBBEE &amp; Price will be evaluated according to the preference point system as outlined below B-BBEE</b>	<b>10 points for R50, 000, 000.00</b>
<b>BBBEE Status Level of Contributor</b>	<b>Number of Points</b>
1	10
2	9
3	6
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 state<sup>1</sup>, 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, shareholder<sup>2</sup>): .....

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.

<sup>1</sup>“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.

<sup>2</sup>“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 Employee Number / Peral Number

**4 DECLARATION**

I, THE UNDERSIGNED  
 (NAME).....

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

**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](mailto: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.

<b>Bid Number</b> _____	<b>Closing Date</b> _____	
<b>Name of Bidder</b> _____		
<b>Postal</b> _____	<b>Address</b> _____	
_____		
<b>Signature</b> _____	<b>Name</b> _____	<b>Date</b> _____

# **PART C – PREFERENCE POINT SYSTEM**

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

**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, 2017.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 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:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	80
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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:

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

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

- 5.2 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. ....

2. ....

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

DATE:.....

ADDRESS:.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Item no	Description	Quantity	Stipulated minimum threshold %
1			
2			

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	12.7054
Pound Sterling	16.1416
Euro	14.20.72
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

**NB**

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	

Local content %, as calculated in terms of SATS 1286:2011	
---	--

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:**

\_\_\_\_\_  
**WITNESS No. 1** \_\_\_\_\_

**DATE:**

\_\_\_\_\_  
**WITNESS No. 2** \_\_\_\_\_

**DATE:**

**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, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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: \_\_\_\_\_ that:  
(Name of Bidder)

- 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 consortium<sup>3</sup> 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.

<sup>3</sup> 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 ad that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 6.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
7. I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk;
8. I/we accept full responsibility for the proper execution and fulfillment of all obligation and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
9. Notwithstanding full responsibility for the proper execution and fulfillment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfillment of this contract.
10. Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the Magistrate Court for the district of Johannesburg in respect of any action whatever arising from this contract.
11. I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents. If your answer here is

Bidder's Information

Name of firm (company) .....

Postal Address .....

Physical Address .....

Contact Person .....

Telephone .....

Fax Number .....

Types of business .....

Principal business .....

Activities .....

12. The bidder hereby 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 and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfillment of this contract.

## **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.

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## 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](http://www.treasury.gov.za)

## **4. Standards**

- 4.1 The service rendered shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection**

- 5.1 The service provider shall not, without the client's prior written consent, contract disclose the contract, or any provision thereof, or any specification, documents plan, drawing, pattern, sample, or information furnished by or on and behalf of the client in connection therewith, to any person other information; than a person employed by the service provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The service provider shall not, without the client's prior written consent, make use of any document or information mentioned in GCC clause except for purposes of performing the contract.

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

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

## **6. Patent rights**

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

## **7. Performance Security**

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

7.2 The proceeds of the performance security shall be payable to the client as compensation for any loss resulting from the service provider's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the client and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the client's country or abroad, acceptable to the client, in the form provided in the bidding documents or another form acceptable to the client; or

(b) a cashier's or certified cheque

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

## **8. Delivery and Documents**

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

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

## **9. Insurance**

9.1 The service rendered under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **10. Transportation**

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

## **11. Incidental Service**

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

## **12. Warranty**

- 12.1 The service provider warrants that the service rendered under the contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The service provider further warrants that all service rendered under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the client's specifications) or from any act or omission of the service provider, that may develop under normal use of the rendered service in the conditions prevailing in the country of final destination.
- 12.2 This warranty shall remain valid for twelve (12) months after the service, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 12.3 The client shall promptly notify the service provider in writing of any claims arising under this warranty.
- 12.4 If the service provider, having been notified, fails to remedy the defect(s) within the period specified in SCC, the client may proceed to take such remedial action as may be necessary, at the service provider's risk and expense and without prejudice to any other rights which the client may have against the service provider under the contract.

## **13. Payment**

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

- 13.3 Payments shall be made promptly by the client, but in no case later than thirty (30) days after submission of an invoice or claim by the service provider.
- 13.4 Payment will be made in South African Rand unless otherwise stipulated in SCC.
- 14. Prices**
- 14.1 Prices charged by the service provider for services performed under the contract shall not vary from the prices quoted by the service provider in his bid, with the exception of any price adjustments authorized in SCC or in the client's request for bid validity extension, as the case may be.
- 15. Contract amendments**
- 15.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 16. Assignment**
- 16.1 The service provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the client's prior written consent.
- 17. Subcontracts**
- 17.1 The service provider shall notify the client in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the service provider from any liability or obligation under the contract.
- 18. Delays in the service provider's performance**
- 18.1 Performance of services shall be made by the service provider in accordance with the time schedule prescribed by the client in the contract.
- 18.2 If at any time during performance of the contract, the service provider or its subcontractor(s) should encounter conditions impeding timely performance of services, the service provider shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the service provider's notice, the client shall evaluate the situation and may at his discretion extend the service provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 18.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 18.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the service provider's point of supply is not situated at or near the place where the supplies are required, or the service provider's services are not readily available.
- 18.5 Except as provided under GCC Clause 25, a delay by the service provider in the performance of its delivery obligations shall render the service provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.



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

## **19. Penalties**

19.1 Subject to GCC Clause 25, if the service provider fail to perform services within the period(s) specified in the contract, the client shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The client may also consider termination of the contract pursuant to GCC Clause 23.

## **20. Termination for default**

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

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

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

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

20.4 If a the client intends imposing a restriction on a the service provider or any person associated with the service provider, the service provider will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the service provider fail to respond within the stipulated fourteen (14) days the client may regard the intended penalty as not objected against and may impose it on the service provider.

20.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

- (i) the name and address of the service provider and / or person restricted by the client;
- (ii) the date of commencement of the restriction; and
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of the service providers or persons prohibited from doing business with the public sector.

20.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **21. Force Majeure**

21.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Majeure the service provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

21.2 If a force majeure situation arises, the service provider shall promptly notify the client in writing of such condition and the cause thereof. Unless otherwise directed by the client in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **22. Termination for insolvency**

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

## **23. Settlement of Disputes**

23.1 If any dispute or difference of any kind whatsoever arises between the client and the service provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

23.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the client or the service provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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

23.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the client shall pay the service provider any monies due the service provider.

## **24. Limitation of liability**

24.1 Except in cases of criminal negligence or 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 REGISTRATION NUMBER** \_\_\_\_\_

**VAT REGISTRATION NUMBER** \_\_\_\_\_

---

**POSTAL ADDRESS (IN BLOCK LETTERS)**

---

**PHYSICAL ADDRESS (IN BLCOK LETTERS)**

---

**CONTACT PERSON**

**TELEPHONE NUMBER** \_\_\_\_\_ **FAX NUMBER** \_\_\_\_\_

**CELLPHONE NUMBER** \_\_\_\_\_

**E-MAIL** \_\_\_\_\_

**TYPES OF BUSINESS** \_\_\_\_\_

**PRINCIPAL BUSINESS ACTIVITIES** \_\_\_\_\_