



GAUTENGIDZ

INDUSTRIAL DEVELOPMENT ZONE

INVITATION TO BID (OPEN TENDER)

DATE OF ISSUE: 05TH NOVEMBER 2021

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

BID NUMBER: GIDZ/06/2021-22/ORTIA PRT BULK

CLOSING DATE: 08TH DECEMBER 2021

CLOSING TIME: 11:00

BID VALIDITY PERIOD: 90 DAYS

BRIEFING SESSION: COMPULSORY BRIEFING SESSION

BRIEFING SESSION VENUE: OPEN SITE ON CORNER ATLAS ROAD & BONAERO DRIVE –
BONAERO PARK, EKURHULENI MUNICIPALITY

BRIEFING SESSION TIME: 11h00

BRIEFING SESSION DATE: 16TH NOVEMBER 2021

DESCRIPTION: THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM
(PRT) TO PROJECT MANAGE THE DEVELOPMENT OF BULK
INFRASTRUCTURE SERVICES FOR ORTIA PRECINT 2.

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

TECHNICAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
FINANCIAL (1 ORIGINAL HARDCOPY & 1 x USB COPY)
(NB: PLEASE IT'S A REQUIREMENT TO SUBMIT DOCUMENT AS
REQUESTED)

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

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CONDITIONS FOR COMPLETING BID DOCUMENTS

Document	Comments	Compliance	Submitted? (Yes / No)
SBD 1 (Invitation to bid)	Make sure it is signed	Compulsory	
SBD 2 (Tax Status)	TAX STATUS – TCS PIN/CSD Report with valid tax status	Other returnable	
SBD 3.3 (Pricing schedule)	Filled or refer to an Annexure or addendum where price is	Bid Pricing (2 nd envelop)	
SBD 4 (Declaration of interest)	Make sure it is signed	Compulsory	
SBD 6.1 (Preference Points in terms of PPPFA of 2017)	Make sure it is completed and points claimed are allocated as per BBBEE	Compulsory	
SBD 8 (Declaration of Bidder's past supply chain management practices)	Make sure it is signed	Compulsory	
SBD 9 (Certificate of Independent Bid Determination)	Make sure it is signed	Compulsory	
Certified copies of Original of Company Registration Documentation NB: Certification stamp must be original and no more than 6 months old as at date of closing of tender	1. certificate of registration, 2. change of name certificate (if applicable) 3. register of directors, and most current registered business address (Company Registration: CM1 and CK1, Change of Name Certificate:CM9, Latest Registered address: CM22, Most current register of directors CM29 and CK2)	Other returnable	
Total Bid Price	Total bid price should NOT be completed but form part of the financial submission	Bid Pricing (2 nd envelop)	
Vat Registration Certificate	If applicable	Other returnable	

BBBEE Certificate and /or Valid Sworn Affidavit	Valid certified copies must be submitted to claim BBBEE points	Other returnable	
Company Profile	Include structure of the company	Part of Functionality	
Certified copies of Share Certificates	For all current shareholders if	Other returnable	
Certified copies of identity documents	For all current shareholders / members	Other returnable	
JV or sub-contracting agreements or consortium	Submit agreements with the bid for JV or subcontracting or outline members to the consortium (if applicable)	Other returnable	

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

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. Where applicable All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Bid documents must be secured together preferably bound or contained in a lever arch file as Gauteng Growth and Development Agency will not take any responsibility for any loss of documents as a result of not being properly secured upon submission.

PART A

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

BID NUMBER: GIDZ/06/2021-22/ORTIA PRT BULK CLOSING DATE 08TH DECEMBER 2021 TIME: 11:00

DESCRIPTION: THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROJECT MANAGE THE DEVELOPMENT OF BULK INFRASTRUCTURE SERVICES FOR ORTIA PRECINT 2.

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

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

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

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

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

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

.....

STREET ADDRESS.....

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

CELL PHONE NUMBER.....

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

VAT REGISTRATION NUMBER.....

HAS A TAX STATUS (SARS PIN/CSD REPORT) BEEN SUBMITTED? YES/NO

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

SIGNATURE OF BIDDER:.....DATE:

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

TOTAL BID PRICE - **BIDDERS NOT TO COMPLETE THIS SECTION AS IT FORMS PART OF ENVELOPE NO. 2 (FINANCIAL PROPOSAL)**

A.1.1. CONDITIONS OF BIDDING

1 Proprietary Information

- 1.1 The GIDZ/GGDA considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to GIDZ/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: kgalaletsos@ggda.co.za and WaseemE@ggda.co.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the **01ST DECEMBER 2021**
- 2.3 ***Bidders may not contact any other GIDZ/GGDA employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the bid from the time when bid is advertised to the time the bid is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.***
- 2.4 All the documentation submitted in response to this tender must be in English.
- 2.5 The Bidder should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by GIDZ/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, **GIDZ/06/2021-22/ORTIA PRT BULK** The sealed envelopes must be placed in the tender box at 15th Floor, 124 Main Street, Johannesburg by no later than **11h00 on 08TH DECEMBER 2021**
- 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/GIDZ** 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 and also published on the website.
- 4.7 **GGDA/GIDZ** reserves that right not to accept the lowest bid of any tender in part or in whole, in line with Preferential Procurement Regulations 2017. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and also financially advantageous to **GGDA/GIDZ**.
- 4.8 GGDA/GIDZ also reserves the right to award this bid to a purely empowerment company (where applicable this will be stipulated in the bid document) or may award this bid on conditions that a joint venture with an empowerment company is formed ,(this may be added and negotiated during contracting).
- 4.9 GGDA/GIDZ also reserves the right to award this bid as a whole or in part without furnishing reasons.
- 4.10 GGDA/GIDZ 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 If the entity identifies that the price list is incomplete, the GGDA/GIDZ will write to the bidder informing them of the incomplete list and ask the bidder if they will be able to finish the contract at the price stated with the discrepancy identified as the bidder is not allowed to change their price after tender closing. If the bidder says no then they will withdraw their bid and it will be recorded as non-responsive.
- 4.12 GGDA/GIDZ reserves the right to review the pricing/financial proposal submitted by the bidder and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate the with the preferred bidder or any bidder as per recommendation of the BAC. The process for negotiation will be governed by the GGDA internal SCM processes as approved and in line with Preferential Procurement Regulation of 2017.
- 4.13 All Conditions in the Joint Building Contracts Committee (JBCC) will apply, however Special Conditions of Contract (SCC) as outlined herein will supersede other conditions. **N/A to this bid**
- 4.13 NB: All reference to GGDA on this bid document includes its subsidiaries who are affected by the deliverable of this bid document
- 4.14 The General Condition of contract (GCC) are part of this tender document and will be incorporated as an annexure and those GCC terms and conditions will be binding to the bidder whether they are returned and submitted with the bid response or not and will remain bidding to the bidder whether initialed or not.
- 4.15 None of this bid conditions are to be changed by the bidder unless agreed in writing and approved by GGDA/GIDZ.

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

Tax Compliance Requirements

- 1) Bidders Must Ensure Compliance with Their Tax Obligations.
- 2) Bidders Are Required to Submit Their Unique Personal Identification Number (Pin) Issued By SARS To Enable The Organ Of State To Verify The Taxpayer's Profile And Tax Status.
- 3) Application for Tax Compliance Status (TCS) Pin May Be Made Via E-Filing Through the SARS Website www.sars.gov.za.
- 4) Bidders May Also Submit A Printed TCS Together with The Bid.
- 5) In Bids Where Consortia / Joint Ventures / Sub-Contractors Are Involved, Each Party Must Submit A Separate TCS / Pin / CSD Number.
- 6) Where No TCS Pin Is Available but The Bidder Is Registered on The Central Supplier Database (CSD), A CSD Number Must Be Provided.
- 7) No Bids Will Be Considered from Persons in The Service Of The State, Companies With Directors Who Are Persons In The Service Of The State, Or Close Corporations With Members Persons In The Service Of The State."

PART A2: TERMS OF REFERENCE

THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROJECT MANAGE THE DEVELOPMENT OF BULK INFRASTRUCTURE SERVICES FOR ORTIA PRECINCT 2

1. INTRODUCTION

Established in 2009, the Gauteng IDZ Development Company SOC limited(GIDZ) is a subsidiary of the Gauteng Growth and Development Agency (“GGDA”) which was established as a special purpose vehicle to manage the conceptualization, design, development and operationalization of the OR Tambo International Airport Special Economic Zone (“ORTIA SEZ”) Programme situated at Africa’s largest and busiest international airport located in Johannesburg, South Africa.

The GIDZ is a Gauteng Provincial Government (“GPG”) initiative to realise the objectives of implementing its economic development goals. The initiative is aligned to the priorities set out by the national and provincial Government, which among others include leading, facilitating and managing sustainable job creation and inclusive economic growth and development in Gauteng.

The objective of the GIDZ is to drive the development of the OR Tambo SEZ Programme and in so doing the agency is a registered public sector Schedule 3C of the PFMA appointed to develop and manage infrastructure assets under its custodianship.

This tender calls for a Professional Resource Team(PRT) for the design and supervision of the bulk infrastructure services installation for the ORTIA Precinct 2.

The service provider is required to provide all aspects of the service with diligence and skill in accordance with generally accepted professional techniques and standards.

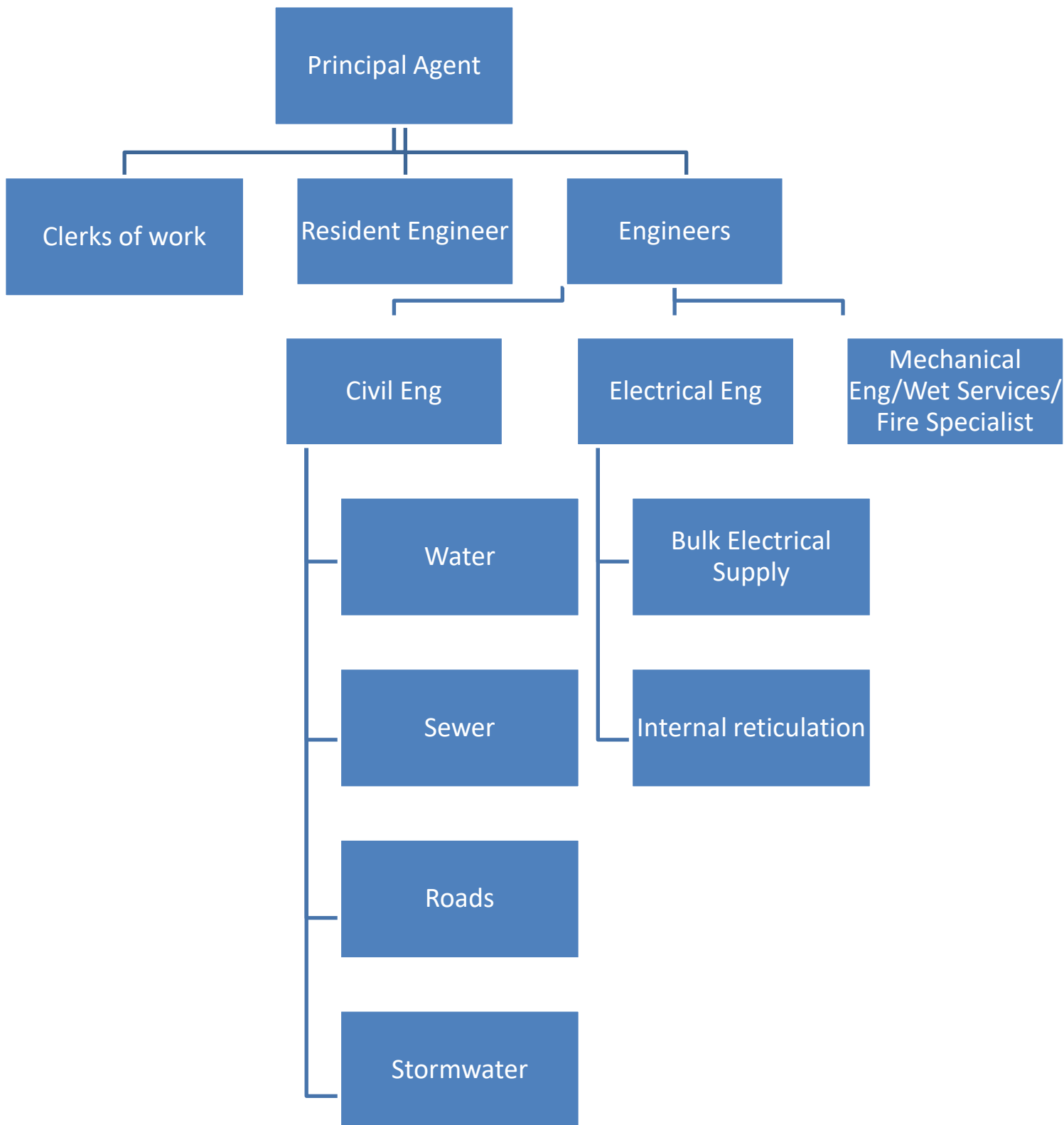
2. GOAL AND OBJECTIVES OF THE SERVICE PROVIDER APPOINTMENT

The main goal and objective of appointing the Service Provider is to obtain consultancy services to undertake and produce detailed bulk infrastructure plans , project development with implementation plans, compile the contractor procurement documents and contract documentation, detailed construction and final as built drawings, construction management and site supervision for the bulk infrastructure for the aforementioned precinct.

The consultancy services referred to in this assignment includes engineering (civil, structural, geotechnical, survey, mechanical (fire and wet services), electrical), quantity surveying, project management and construction management services.

3. THE BRIEF

3.1 PROFESSIONAL RESOURCE TEAM (PRT)



The purpose of this tender is to procure the professional resource team (PRT) necessary to implement the GIDZ's objective for the development of bulk infrastructure services for the ORTIA Precinct 2. The PRT must include the following professionals: -

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

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

The Service Provider shall carry out full services that include but are not limited to assessments, designs, plans and investigations required, collect all data relevant to the project, identify limitations, investigate options for the proposed development, and identify mechanical, electrical and civil works interface requirements, produce concept designs and compile required reports, obtain approval of drawings from the City of Ekurhuleni, interface and cooperate with the GIDZ internal project managers.

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

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

4. BACKGROUND INFORMATION

The GIDZ is currently working on Township Establishment and acquiring a Record of Decision on Environmental Impact Assessment for ORTIA SEZ Precinct 2.

Scoping reports and Town planning reports have been developed for the proposed precinct and submitted to the relevant authorities for comments. Once the comments have been received, the next stages include developing an Environmental Management Plan and opening of township register. These constitute the final stages prior to the issuing of the Record of Decision and Township proclamation.

Master plans for the proposed precinct have been developed and form the basis of the bulk infrastructure capacity and budgetary requirements.

A Township Establishment Application has been lodged with the City of Ekurhuleni and GIDZ await approval, conditions and comments thereof.

All comments received from the relevant municipal departments must be incorporated in the design. These comments will be provided to the successful bidder upon receipt from the City of Ekurhuleni.

Detailed reports comprising of the following fields have been compiled and completed thus far:

- Wetland Study
- Ecological Specialist Report
- Heritage Impact Assessment
- Traffic Impact Assessment
- Geotechnical Assessment
- Environmental Impact Assessment
- Town planning Report
- Urban Design Layout
- Existing Infrastructure Report
- Electrical Bulk Supply Report
- Sector Report

These reports will be made available to the successful bidder and the appointed service provider will be required to familiarise themselves with the contents of the report and include all recommendations, conclusions and action items in their design.

A Service level agreement must be developed by the appointed service provider which will form the basis of contract for the scope of services.

Project program (8 Months Detail Design & Approvals from handover to the appointed bidder)

5. SCOPE OF WORK

5.1 ROADS & STORMWATER

5.1.1 External Roads & Stormwater

All the external roads and stormwater must be designed according to the standards of the Roads and Transport Department of the City of Ekurhuleni and will be taken over by the Municipality on completion of construction.

Recommendations made by the traffic impact study are summarized below. Notwithstanding the below mentioned table, the service provider will have to do a comprehensive study of the traffic impact assessment report and incorporate all recommendations as well as make further recommendations if required.

Intersection	Proposed Upgrades
DEVELOPMENTAL UPGRADES	
1) Intersection of M43 and Atlas Street.	Four leg signalised intersection with slip lanes and right dedicated movement.
2) Intersection of Dann Road, Elgin Street and Great North Road.	<ul style="list-style-type: none"> o Extension of the short right turn lane; and o Addition of pedestrian crossings.
3) Intersection of M43, Atlas Road and Bonaero Drive.	<ul style="list-style-type: none"> o Upgrade a through lane to a right dedicated lane, at the east leg. o Extension of the short right dedicated lane, at the north leg. o Upgrade the left turn lane to a slip lane, at the south leg; and o Addition of pedestrian crossings.

4) Intersection of Lanseria Road, Deodar Street and Great North Road.	None anticipated
5) Intersection of Atlas Road, Geldenhuys Road and Tempelhof South Street.	None anticipated
6) Intersection of Dann Road and Pomona Road off-ramp.	New signal phasing.
7) Intersection of Dann Road and Van Riebeeck Road.	o New signal phasing.

- All stormwater related to the abovementioned roads and intersections.
- Sidewalks should be provided within the development to accommodate pedestrian movements.
- Public transport lay-bys should be provided as required by the Roads and Transport Department of the Municipality.

5.1.2 Internal Roads & Stormwater

All the internal roads and stormwater must be designed according to the standards of the Roads and Transport Department of the City of Ekurhuleni.

All internal roads and stormwater based on the masterplan in conjunction with various studies should include but not limited to the following:

- Construction of various new double carriage internal roads.
- Construction of various new single carriage internal roads.
- Parking areas and cul-de-sacs.
- All stormwater related to the abovementioned roads and intersections. The formal drainage system for the development must incorporate elements of Sustainable Urban Drainage systems (SUD's).
- Design of internal stormwater culverts

5.2 WATER SUPPLY

5.2.1 External Water Supply

All the external water supply must be designed according to the standards of the Water and Sanitation Department of the City of Ekurhuleni and will be taken over by the Municipality on completion of construction.

The external bulk water supply will include but not limited to the following:

- Indicate the optimal connection points to the existing water system.
- Evaluate the existing water network system in the vicinity of the proposed development in terms of available spare capacity to accommodate the new development.
- Evaluate the availability and capacity of bulk services (main feeder lines, reservoirs, water towers, pump stations, etc).
- Evaluate the effect of the incorporation of the proposed new development on the rest of the water system in terms of minimum residual pressures and maximum flow capacity.
- Identify the required upgrading, if at all required, to the existing water systems to accommodate the proposed new development.

5.2.2 Internal Water Supply

All the internal water supply must be designed according to the standards of the Water and Sanitation Department of the City of Ekurhuleni.

The internal bulk water supply will include but not limited to the following:

- Potable Water Network:
 - Construction of a potable water back-up reservoir and pump station.
 - Construction of an internal potable water network of varying diameters.
- Fire Water Network:
 - Construction of fire water reservoirs and pump station.
 - Construction of an internal fire water network of varying diameters.

5.3 SANITATION

5.3.1 External Sanitation

All the external sanitation must be designed according to the standards of the Water and Sanitation Department of the City of Ekurhuleni and will be taken over by the Municipality on completion of construction.

The external sanitation will include but not limited to the following:

- Design the sewer pipeline to connect from the ORTIA Precint 2 to the bulk outfall sewer of the City of Ekurhuleni.
- Indicate the optimal connection points to the existing water-and sewer system.
- Evaluate the existing sewer network system in the vicinity of the proposed development in terms of available spare capacity to accommodate the new development

- Evaluate the availability and capacity of bulk services (main pipelines, pump stations, wastewater treatment works etc).
- Evaluate the effect of the incorporation of the proposed new development on the rest of the sewer system in terms of the maximum flow capacity.
- Identify the required upgrading, if at all required, to the existing sewer system to accommodate the proposed new development.

5.3.2 Internal Sanitation

All the internal sanitation must be designed according to the standards of the Water and Sanitation Department of the City of Ekurhuleni.

The internal sanitation will include but not limited to the following:

- Design the internal sewer pipelines to connect the internal developments to the external sewer pipeline which drains the ORTIA Precinct 2 to the bulk outfall sewer of the City of Ekurhuleni.

5.4 ICT AND SECURITY SERVICES

Produce design in terms of telecommunication services, security needs and ICT services.

5.5 ELECTRICAL SERVICES

5.5.1 Bulk Electrical Services

All the bulk electrical services must be designed according to the standards of the Electrical Department of the City of Ekurhuleni and will be taken over by the Municipality on completion of construction.

The bulk electrical services will include but not limited to the following:

- Design to determine load requirements as per actual demand and negotiating with City of Ekurhuleni on the available capacity.
- Design of the extension of the existing substations to accommodate additional switchgear including architectural, structural, civil and mechanical designs.
- Design for bulk electrical distribution services (underground cabling) between the nearest substation and the new development.

5.5.2 Internal Electrical Services

- Design of internal street lighting.
- Design of internal Telkom, security, CCTV and access control services.
- Design of internal reticulation including metering point of supply for each internal erven.
- Design of earthing and lightning protection.

5.5.3 Streetlights

The Consultant will be required to design for street lighting internally and if required externally too

5.6 CONCEPT DESIGN DRAWINGS

Concept drawings have been completed. Notwithstanding the above-mentioned scope of work there may be slight variations based on comments received from various statutory bodies. All concept drawings will be provided to the appointed bidder.

5.7 DESCRIPTION OF SERVICES REQUIRED

The Service Provider is required to provide the following services as part of this project deliverables:

a. Planning, Studies, Investigations and Assessments

The provision of all services described in Clause 3.1 of Government Gazette , Vol 669, 26 March 2021 No. 44333: Guideline professional fees(Scope of services and tariff of fees for persons registered Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below.

- i. Engage with key stakeholders such as GIDZ committees, Steering Committees, tenants, local municipality etc.
- ii. Engage with GIDZ principles to establish and confirm the applicable norms and standards, and the required level of service and functions of the GIDZ.
- iii. Collect and collate previous planning and implementation work carried out on the GIDZ.
- iv. Collect/confirm and collate infrastructure information/data for all project components.
- v. Engage with and inform The City of Ekurhuleni representatives in support of approvals, etc.
- vi. Assess and collate the geo-technical information on the proposed site to inform the planning and construction of future new buildings.
- vii. Co-ordinate and work with the Environmentalist in relation to the applicability or otherwise of the environment impact assessment (EIA) regulations, requirements and processes in relation to the GIDZ
- viii. Develop a service level agreement with the City of Ekurhuleni with respect to the new infrastructure.

b. Normal and Standard Services

The provision of normal services described in Clauses 3.2.1 to 3.2.6 (inclusive) of Board Notice 243 of 2013: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 243 of 2013, as amended or amplified upon in the Scope of Work;

and

Standard Services required as described in Clause 1.1 of the Board Notice 195 of 2011: Framework for Professional Fees Guideline in respect of services rendered by Persons Registered in terms of the Architectural Profession Act, No 44 of 2000 as gazetted in

Government Gazette No 34788, 2 December 2011, as amended or amplified upon in the Scope of Work.

c. Additional Services

The provision of the additional services as described in Clause 3.3 of Board Notice 243 of 2013: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 243 of 2013, as amended or amplified upon in the Scope of Work;

and

Standard Services required as described in Clause 1.2.1 of the Board Notice 195 of 2011: Framework for Professional Fees Guideline in respect of services rendered by Persons Registered in terms of the Architectural Profession Act, No 44 of 2000 as gazetted in Government Gazette No 34788, 2 December 2011, as amended or amplified upon in the Scope of Work.

5.8 SPECIFIC REQUIREMENTS

a. Planning, Studies, Investigations and Assessments

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

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

b. Normal Services

The service provider will be required to perform the following services in accordance with ECSA Guidelines for services and processes for estimating fees for registered persons.

Stage 1 – Inception

Defined as: Establish client requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.

1. Assist in developing a clear project brief.
2. Attend project initiation meetings.
3. Advise on procurement policy for the project.
4. Advise on the rights, constraints, consents and approvals.

5. Define the scope of services and scope of work required.
6. Conclude the terms of the agreement with the client.
7. Inspect the site and advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services.
8. Determine the availability of data, drawings and plans relating to the project.
9. Advise on criteria that could influence the project life cycle cost significantly
10. Provide necessary information within the agreed scope of the project to other consultants involved.

Deliverables will typically include:

- agreed scope of services and scope of work
- signed agreement define the agreement
- report on project, site and functional requirements
- schedule of required surveys, tests, analyses, site and other investigations
- schedule of consents, approvals and related timeframes.

Stage 2 – Concept and Viability (Preliminary Design)

Prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.

1. Agree documentation programme with principal agent or consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Establish the concept design criteria.
4. Prepare initial concept design and related documentation.
5. Advise the client regarding further surveys, analyses, tests and investigations that may be required.
6. Establish regulatory authorities' requirements and incorporate into the design.
7. Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
8. Establish access, utilities, services and connections required for the design.
9. Participate in coordinated design interfaces with architect or other consultants involved.
10. Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
11. Provide cost estimates and life cycle costs, as required.
12. Liaise, co-operate and provide necessary information to the client, principal consultant and other consultants involved.

Deliverables will typically include:

- concept design
- schedule of required surveys, tests and other investigations and related reports
- process design
- preliminary design
- cost estimates, as required.

Stage 3 – Design Development (Detail Design)

The Service Provider shall undertake detailed design of the new precinct and associated requirements, plan the construction of the project, produce drawings, specifications and tender documentation, assist on the tender evaluation process, resolve issues for clarity during the process and recommend contract appointments.

The contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format. The Mechanical/Electrical document shall be prepared in the Construction Industry Development Board's (CIDB) format. Note: The Employer shall make the final decision on the choice of appropriate contract on recommendation from the Service Provider

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

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

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

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

1. Review documentation programme with principal consultant and other consultants involved.
2. Attend design and consultants' meetings.
3. Incorporate client's and authorities' detailed requirements into the design.
4. Incorporate other consultants' designs and requirements into the design.
5. Prepare design development drawings including draft technical details and specifications.
6. Review and evaluate design and outline specification and exercise cost control.
7. Prepare detailed estimates of construction cost.

8. Liaise, co-operate and provide necessary information to the principal consultant and other consultants involved.
9. Submit the necessary design documentation to local and other authorities for approval.

Deliverables will typically include:

- design development drawings
- outline specifications
- local and other authority submission drawings and reports
- detailed estimates of construction costs.

Stage 4 – Documentation and Procurement

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

Detail design drawings, shall be finalized, incorporating any comments of the Employer. Once finalized, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Service Provider. All other prints issued henceforth shall carry the words “Initial version signed on *(date)*” at the signature location in the title block.

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

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

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

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

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

1. Attend design and consultants' meetings.
2. Prepare specifications and preambles for the works.
3. Accommodate services design.
4. Check cost estimates and adjust designs and documents, if necessary, to remain within budget.

5. Formulate the procurement strategy for contractors or assist the principal consultant where relevant.
6. Prepare documentation for contractor procurement.
7. Review designs, drawings and schedules for compliance with approved budget.
8. Call for tenders and/or negotiation of prices and/or assist the principal consultant or quantity surveyor where relevant.
9. Liaise, co-operate and provide necessary information to the principal consultant and the other consultants as required.
10. Evaluate tenders.
11. Prepare contract documentation for signature.
12. Assess samples and products for compliance and design intent.
13. Assist in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others.

Deliverables will typically include:

- specifications
- services co-ordination
- working drawings
- budget construction cost
- tender documentation
- tender evaluation report
- tender recommendations
- priced contract documentation.

Stage 5 – Contract Administration and Inspection

There are no specific requirements over and above those listed in the Guideline Scope of Service specified above.

1. Attend site handover.
2. Issue construction documentation in accordance with the documentation schedule
3. including, in the case of structural engineering, reinforcing bending schedules and detailing, and specifications of structural steel sections and connections.
4. Carry out contract administration procedures in terms of the contract.
5. Prepare schedules of predicted cash flow.
6. Prepare pro-active estimates of proposed variations for client decision-making.
7. Attend regular site, technical and progress meetings.
8. Inspect the works for conformity to contract documentation as described under Clause 3.3.2.
9. Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing.
10. Adjudicate and resolve financial claims by contractors.
11. Assist in the resolution of contractual claims by the contractor.
12. Establish and maintain a financial control system.
13. Clarify details and descriptions during construction as required.
14. Prepare valuations for payment certificates to be issued by the principal agent.
15. Witness and review of all tests and mock-ups carried out on site.
16. Check and approve contractor drawings for compliance with contract documents.
17. Update and issue drawings register.
18. Issue contract instructions as and when required.

19. Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
20. Inspect the works and issue practical completion and defects lists.
21. Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

Deliverables will typically include:

- schedules of predicted cash flow
- construction documentation
- drawing register
- estimates for proposed variations
- contract instructions
- financial control reports
- valuations for payment certificates
- progressive and draft final accounts
- practical completion and defects list
- all statutory certification and certificates of compliance as required by the local and other statutory authorities.

Stage 6 – Close-out

The Service Provider shall submit as-built plans to the Employer in electronic format (preferably, dwg & PDF. otherwise.dxf) as well as two complete set of paper prints.

1. Inspect and verify the rectification of defects.
2. Receive, comment and approve relevant payment valuations and completion certificates.
3. Prepare and/or procure operations and maintenance manuals, guarantees and warranties.
4. Prepare and/or procure as-built drawings and documentation.
5. Conclude the final accounts where relevant.

Deliverables will typically include:

- valuations for payment certificates
- works and final completion lists
- operations and maintenance manuals, guarantees and warranties.
- as-built drawings and documentation
- final accounts.

Stage 7 Lesson learnt – Phase

As a value-added service to this project the consultants will present to the relevant stakeholders a report on lesson learnt. The lessons learnt will be based on the ten knowledge areas as described in PMBOK.

5.9 Additional Notes

- i. The provision of a level 3 construction monitoring services.
- ii. Additional services pertaining to all stages of the project where applicable.
- iii. Act as Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.
- iv. Provision of an independent Environmental Control Officer (ECO) to ensure compliance with the Environmental Management Plan (EMP) and Environmental Impact Assessment Authorization (EIA), as described in the Scope of Work.
- v. Geotechnical and site investigation services.
- vi. Provision of Engineering Management Services by the Principal Agent.
- vii. Acting as the Principal Agent of the Client.
- viii. Provision for an Environmental Control Officer to ensure compliance with the Environmental Management Plan as described in the scope of work.
- ix. Where Applicable conduct additional geotechnical and site investigation services. As part of the Township Establishment process, geotechnical studies have been conducted and submitted.
- x. Work and services related to targeted procurement that could entail incorporation of targeted procurement goals, measuring key participation indicators, expanded public works programmes etc.
- xi. The Project Manager will act as the Principal Agent
- xii. Co-operate with the Top Structure Project Team.
- xiii. Direct all instructions and communications via the Project Engineer/PMU.
- xiv. Co-operate fully with all members of the Technical Team.
- xv. Provide to members of the Technical Team all design management services information, especially the Project Manager.
- xvi. Adhere to client's advice and apply only accepted norms relating to design of labour-intensive construction works.
- xvii. Ensure that there is proper and clear liaison between all the project stakeholders.
- xviii. Compile monthly reports that will be shared with the various stakeholders.

Construction monitoring is a vitally important part of this project, requiring the full-time input of an experienced individual (the Engineer's Representative/Resident Engineer) on site. For this reason, it is specified that construction monitoring service (as per the Guideline Scope of Services document referred to above), must be provided by the Service Provider. The Service Provider's rate for construction monitoring shall include all overtime costs in this regard. The Service Provider is required to identify the Engineer's Representative at the time of tender and will require the Employers approval to replace such individual, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

The Service Provider will also be required to act as the Employer's agent in terms of the Occupational Health and Safety Act. Therefore, in submitting a tender for this professional services contract, the Service Provider shall be deemed to have acknowledged acceptance of the appointment as the client's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Service Provider shall,

as such, execute all the duties of the client as contemplated in the Construction Regulations. As safety and security is a vital component of the project, the Service Provider shall employ the services of a full-time safety specialist for construction monitoring purposes in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Service Provider's attention is also drawn to the responsibilities of a structure in terms of the Construction Regulations and shall comply with all requirements in this regard.

The Service Provider shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any Sub-Service Providers/sub-contractors employed by the Service Provider also comply with the requirements of the Act and Regulations. The Service Provider shall enter into an agreement with the Employer in this regard before the commencement.

6. REPORTING REQUIREMENTS

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

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

Once construction is underway, the Service Provider shall submit monthly cost reports to the Employer showing expenditure in respect of both the Service providers appointment and the construction contract together with the anticipated spend to the end of the financial year in question. Monitoring and reporting on Enterprise Development with respect to local labour employed and other required social-economic indicators must also form part of the monthly reported construction stats. Construction progress reports shall be submitted monthly to the Employer in the agreed format.

Quality assurance reports shall be submitted monthly to the employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the employer. Three copies of quality reports shall be submitted.

All reports shall be submitted within the time frames agreed to by the Employer.

7. APPROVALS

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

- Approval of the implementation programme from the Employer,
- Approval of the conceptual and preliminary plans from the Employer,
- Approval of the building plans, drawings and contract document from the Employer,
- Wayleave approval from all service authorities,
- Approval of the construction and architectural monitoring proposals from the Employer,
- In respect of time-based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-consultants from the Employer.
- Approval of relevant designs from Local Authorities, GAUTRANS, DPTR&W, Telkom, Eskom, SARS and Customs, etc.
- Approval of the Principal Consultant and Engineers Representative from the Employer,
- Approval of building plans from the relevant Authority.

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

8. TIME FRAMES / MILESTONES

Due to development pressures this project will be subject to serious time constraints. A project execution plan must be developed and submitted complete with a Work Breakdown Structure and Resource Allocation Plan which will be evaluated in terms of its alignment with the prescribed Program. The programme will be provided to the successful bidder upon appointment.

The timeframes for stages 1 – 4 be completed (with approvals) within 8 months from date of project handover.

The selected service provider is expected to commence immediately upon appointment and to submit the inception report two weeks after project hand over date for input and comments of the Employer and other stakeholders.

During the assignment, the service provider is expected to attend progress report meetings with the project implementation committee established by the Employer as and when required.

9. REFERENCE DATA

On appointment, the successful Service Provider shall be provided with all reports and studies previously conducted. This includes the bulk infrastructure plans and documentation.

10. FORMAT OF COMMUNICATION

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

All plans and contract documents submitted for approval shall be in hardcopy format.

11. PROJECT MEETINGS

Other than attendance at at-least monthly site meetings once the construction contracts are let, there are requirements for a monthly PRT progress update meeting in respect of this project. The Service Provider shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least the Project Leader and all project team personnel whose CV's have been submitted with this tender.

12. KEY PERSONNEL

The Service Provider shall maintain the involvement of the following key personnel as the exigencies of this contract require:

- A **Principal Agent** who is a qualified and registered Professional with a minimum of five (5) years verifiable post graduate experience in implementation of similar infrastructure projects in respect to size, cost of project and complexity.
- A **Professional Engineers (Pr. Eng.)** who is a qualified registered Engineer with a minimum of five(5) years verifiable post graduate experience of the design philosophy and implementation of similar infrastructure projects in respect to size, cost of project, complexity and design capability.
A **Professional Quantity Surveyor (Pr. QS or equivalent)** who is a qualified registered Quantity Surveyor with a minimum of five(5) years verifiable post graduate experience in implementation of similar infrastructure projects in respect to size, cost of project and complexity.

NB: All professionals to be registered with the relevant professional body, e.g. ECSA, SA Council for Quantity Surveying, etc.

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

13. CLAIMS FOR PAYMENT

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

14. EMPLOYER'S RIGHT TO RECOVER COSTS

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

15. REQUIREMENTS TO OBSERVE STATUTES, LAWS AND STANDARDS

All services will need to be designed and integrated into the City of Ekurhuleni Municipality infrastructure. The proposed water services will be designed according the design guidelines from City of Ekurhuleni Municipality and the Guidelines for Human Settlement Planning and Design, Red Book. The proposed sewer services will be designed according the design guidelines from the City of Ekurhuleni Municipality and the Guidelines for Human Settlement Planning and Design, Red Book. As the development site falls within City of Ekurhuleni Municipality area of jurisdiction. The proposed design guidelines and standards for the roads shall be based on the specific design guidelines as issued from time to time by City of Ekurhuleni Municipality or alternatively the Guidelines for Human Settlement Planning and Design, Red Book where required and as approved by the Local Authority. Any works relating to K-routes (e.g. intersections) will fall within the jurisdiction area of Gauteng Department of Public Transport, Roads & Works DPTR&W. The proposed design guidelines and standards will be based on the specific design guidelines as issued from time to time by DPTR&W.

Stormwater shall be designed on the specific design guidelines as issued from time to time by City of Ekurhuleni Municipality or alternatively the Guidelines for Human Settlement Planning and Design, Red Book where required and as approved by the Local Authority. The proposed electrical services will be designed according to National Building Regulations (SANS 10400) as well as in accordance with all subsequent relevant electrical standards.

Notwithstanding the guidelines recommended in clause above, The Service Provider shall in the provision of the services observe all relevant statutes, by-laws and associated regulations, standards of professional conduct and industry norms established in relevant national or international standards, standards recommended by professional associations or Gauteng Growth and Development Agency policies, methods or procedures

The Service Provider shall exercise due care, skill, diligence and economy in the provision of services. The Service Provider shall also advise the Client if any of the proposed/recommended guidelines be improved.

16. PROFESSIONAL INDEMNITY INSURANCE

The tender must hold valid professional indemnity (PI) insurance or provide confirmation of eligibility for professional indemnity (PI) insurance providing cover in an amount to a minimum of twice the value of the fees in respect of every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract must be submitted with the tenderer. GIDZ hold the right to verify the legitimacy & validity of the insurer before accepting the indemnity & should GIDZ reject the insurer the bidder will be given time to rectify that before award & contracting and should the bidder fail to remedy as per GIDZ request, bidder will be disqualified.

17. MANDATORY REQUIREMENT

- Bank guarantee letter with a minimum of R2 million
- NB: If not submitted the bidder will be disqualified and won't be evaluated further

18. FUNCTIONALITY MINIMUM MANDATORY REQUIREMENTS (to be assessed under functionality criteria and scored)

- i. Companies with **5 years' experience** and above.
- ii. Professional Registration for: -
 - a. Civil Engineer
 - b. Project Manager (Principal Agent)
 - c. Mechanical Engineer
 - d. Electrical Engineer
 - e. Quantity Surveyor
 - f. Environmental Control Officer
- iii. The tenderer has experience in the provision of the required professional engineering services and construction projects management services in accordance with the prescripts of the Construction Industry Development Board **and can provide at least three contactable references in this regard showing a minimum value of R200mil per completed construction project.** The reference letter must have with contact details, be on the client's letterhead, summary of completed relevant project/projects and the value of similar to the scope of this tender.
- iv. The Principal Agent (Project Manager) must have a degree/masters, a minimum of 5 years' experience in the team for the design, implementation and management of similar facilities and infrastructure. An attached CV including number of years; professional qualifications and work of a similar nature.
- v. Due to the stringent timelines and establishing design work in a short period of time an organogram and Workplan showing project dedicated resources capable of delivering the project in the allowed timeframe must be provided.

19. BID EVALUATION PROCESS

In line with Preferential Procurement Regulation 2017 (PPR2017). The evaluation of responsive RFP offers shall be on the **80/20**-point preference system, being a maximum of 80 points for price and a maximum of 20 points for B-BBEE Status Level of Contributor substantiated by the Broad-Based Black Economic Empowerment Status Level Certificate to be submitted in accordance with Regulation 10 of the Preferential Procurement Regulations, 2017 (As Amended).

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

- 1st Stage: Mandatory requirements (as for conditions of completing the bid document), if not met the bidder will be disqualified
- 2nd Stage: Functionality
- 3rd Stage: Price & BBEE (for bidders who met the minimum required functionality points)

2nd Stage: Functionality

The following Functionality points will apply during the evaluation AND as such, the Bidder must please refer to it in compiling their submission:

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
		100	
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
1. EXPERIENCE OF THE BIDDING ENTITY Company profile and experience in infrastructure development project management & support services: <ul style="list-style-type: none"> ▪ Less than 5 years experience = 0 points ▪ 5 years' experience = 5 points ▪ 6 years' experience = 6 points ▪ 7 years' experience = 7 points ▪ 8 years' experience = 8 points ▪ 9 years' experience = 9 points ▪ More than 10 years experience = 10 points 	<ul style="list-style-type: none"> ➤ Company profile with credentials submitted with a list of relevant projects done. ➤ Completed construction projects should have a minimum value of R200mil 	10	
2. METHODOLOGY & PROPOSAL Demonstrate methodology of project implementation; quality and completeness of the proposal submitted. <ul style="list-style-type: none"> ▪ Proposal does not cover all the required tender scope areas = 0 points ▪ Proposal meets the requirements of the tender scope with a basic programme and organogram = 10 points ▪ Proposal meets the requirements from the tender scope with a detailed programme and organogram showing all sub activities and durations within the timeframes = 15 points 	<ul style="list-style-type: none"> ➤ Comprehensive proposal submitted addressing all the requirements as per tender scope. ➤ Detailed Programme with full demonstration of technical capacity to strictly deliver the project within the stipulated timeframe. ➤ Detailed Organogram including names of all resources 	15	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
		100	
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p>3. PROOF OF SIMILAR WORK EXPERIENCE OF THE BIDDING ENTITY: Provide documented evidence of previous work done within the infrastructure development discipline similar to the tender scope.</p> <ul style="list-style-type: none"> ▪ Less than 3 letters submitted = 0 points ▪ 3 letters submitted = 6 points ▪ 4 letters submitted = 8 points ▪ 5 letters submitted = 10 points ▪ 6 letters submitted = 12 points 	<ul style="list-style-type: none"> ➤ Reference letter on client letterhead signed by an authorized person & dated with contactable details, summary of completed relevant project/projects and the value of similar to the scope of this tender. ➤ Completed construction project to have a minimum value of R200mil, project of less value will not be considered NB: GIDZ reserve the right to verify the letters & any misrepresentation will disqualify the bidder (verification will be done for shortlisted bidders who passed stage 2) 	12	
<p>4. KEY PERSONNEL – RELEVANT EXPERIENCE (Key staff in relation to the scope of work & this project)</p> <ul style="list-style-type: none"> • 5 years or more Civil Engineer = 3 Project manager (Principal Agent) = 3 Mechanical Engineer = 3 Electrical Engineer = 3 Quantity Surveyor = 3 Environmental Control Officer = 3 Resident Engineer = 3 Skills Development Practitioner =3 Health and Safety Officer = 3 Clerks of works = 3 • 3 – 4 years Civil Engineer = 2 Mechanical Engineer = 2 Electrical Engineer = 2 Quantity Surveyor = 2 	<ul style="list-style-type: none"> ➤ Attach Key Personnel CVs including number of years; professional qualifications of all personnel involved. ➤ NB: Principal Agent, minimum experience required = 5 years ➤ NB: Evaluated individuals as per submitted CV's will be required to work on the project ➤ Evaluation is carried on the most senior person, but bidders are required to show a detailed staff resource list indicating capacity. ➤ Detailed Project Organogram of the various team members indicating their position, qualification and role and responsibilities. ➤ NB: This project has tight deadlines, which requires the 	30	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
		100	
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<p>Environmental Control Officer = 2 Resident Engineer = 2 Skills Development Practitioner = 2 Health and Safety Officer = 2 Clerks of works = 2</p> <ul style="list-style-type: none"> Less than 3 years = 0 points 	<p>bidder to have capacity and resource to form multiple teams to deliver.</p> <ul style="list-style-type: none"> ➤ Project Manager must be registered with SACPMP ➤ Attach Professional body accreditation for all engineering spheres (NB: CV will be disqualified if staff not accredited with a professional body). <ul style="list-style-type: none"> • Project Manager = SACPMP • Engineers = ECSA • QS = SACQS • ECO = PrSci Nat or related body • OHS = SACPCMP 		
<p>5. Key Personnel Relevant Qualifications and accredited professional body: -</p> <p>Qualifications and experience of the Project Manager (Principal Agent)</p> <ul style="list-style-type: none"> ▪ Masters/PHD (3 points) ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Engineers-Civil</p> <ul style="list-style-type: none"> ▪ Masters/PHD (3 points) ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Engineering-Electrical</p> <ul style="list-style-type: none"> ▪ Masters/PHD (3 points) ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Engineers-Mechanical, Wet services & Fire</p>	<ul style="list-style-type: none"> ➤ For Key Personnel - Attach CVs including number of years; professional qualifications of all personnel involved in the project ➤ Project team – Organogram with relevant professional titles and names of assigned individuals. ➤ Attach Professional body accreditation for key personnel for all engineering spheres (CV will be disqualified if staff not accredited for the professional service). ➤ NB: Evaluated individuals as per submitted CV's will be required to work on the project ➤ Project Manager must be registered with SACPMP 	23	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
		100	
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
<ul style="list-style-type: none"> ▪ Masters/PHD (3 points) ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Quantity Surveyor</p> <ul style="list-style-type: none"> ▪ Masters/PHD (3 points) ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Environmental Control Officer</p> <ul style="list-style-type: none"> ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of Skills Development Practitioner</p> <ul style="list-style-type: none"> ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Resident Engineer (no accreditation)</p> <ul style="list-style-type: none"> ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) <p>Qualifications and experience of the Clerks of work (no accreditation)</p> <ul style="list-style-type: none"> ▪ B.Tech/Degree (2 points) ▪ National Diploma (1 point) 	<p>➤ Attach Professional body accreditation for all engineering spheres (NB: CV will be disqualified if staff not accredited with a professional body).</p> <ul style="list-style-type: none"> • Project Manager = SACPMP • Engineers = ECSA • QS = SACQS • ECO = PrSci Nat or related body • OHS = SACPCMP 		
<p>6. Skills empowerment and transformation points</p> <p>Internships or in-service training offered to Historically Disadvantaged Youth Persons (HDP) requiring practical experience in the following fields for the duration of the contract:</p> <p>Civil Engineer = 1 Project manager (Principal Agent) = 1 Mechanical Engineer = 1 Electrical Engineer = 1 Quantity Surveyor = 1 Environmental Control Officer = 1</p>	<p>Practical experience opportunities provided to <u>HD youth</u> supported by a practical/in-service training experience plan with details of how it will be undertaken.</p> <p>The CVs of the identified beneficiaries must also be attached.</p>	10	

FUNCTIONALITY / QUALITY CRITERIA		Maximum Points	Point Scored
		100	
DESCRIPTION	TYPE OF EVIDENCE REQUIRED		
Resident Engineer = 1 Skills Development Practitioner =1 Health and Safety Officer = 1 Clerks of works = 1			
TOTAL SCORE		100	
MINIMUM SCORE REQUIRED		70 POINTS	

PLEASE NOTE: The minimum threshold points for functionality is 70 points out of 100 points and any bidder scoring less than 70 points will not be considered for further evaluation. Bidder to address and respond to all areas of the evaluation criteria.

Contact Person

NO telephonic or any other form of communication relating to this bid will be permitted with any other GAUTENG IDZ member of staff either by Bidders (as collective bidding team or individual of the bidding team), representative of Bidders, associates of Bidders, shareholders of Bidders.

3rd Stage Price and BBBEE Evaluation Criteria

All bidders who achieved the minimum total point scored on functionality of 70 points and above will be evaluated on Price and BBBEE

The Price and BBBEE will be evaluated as per 80/20 preference point system

THE PREFERENCE POINT SYSTEM AND B-BBEE STATUS LEVEL CERTIFICATION REQUIREMENTS AS PER THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (ACT NO.5 OF 2000), INCLUDING PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

- Tenderers are required to submit proof of B-BBEE Status Level of contributor.
- **NB: A consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**

VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

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

VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- In terms of the Generic Codes of Good Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME.
- **An EME is required to submit a sworn affidavit** confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- An EME automatically qualifies as a level 4 contributor with B-BBEE recognition level of 100% in terms of the Codes of Good Practice.
- An EME with at least 51% black ownership qualifies as Level 2 Contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

- An EME with 100% black ownership qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as Level 1 contributor with B-BBEE level of 135% in terms of Codes of Good Practice.
- An EME that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice.

ELIGIBILITY AS QUALIFYING SMALL ENTERPRISES (QSE)

- The Codes define a QSE as any enterprise with annual total revenue of between R10 million and R50 million.
- **A QSE is required to submit a sworn affidavit** confirming their annual total revenue of between R10 million and R50 million and level of black ownership or a B-BBEE level verification certificate to claim points as prescribed by regulation 6 and 7 of the Preferential Procurement Regulations 2017.
- A QSE with at least 51% black ownership qualifies as a Level 2 contributor.
- A QSE with 100% black ownership qualifies as a Level 1 Contributor.
- A QSE that is regarded as a specialized enterprise with at least 75% black beneficiaries qualifies as a Level 1 contributor with B-BBEE level of 135% in terms of the Codes of Good Practice.
- A QSE that is regarded as a specialized enterprise with at least 51% black beneficiaries qualifies as a Level 2 contributor with B-BBEE level of 125% in terms of the Codes of Good Practice

PRICING SCHEDULE
(Professional Services)

Name of bidder.....	Bid number: GIDZ/06/2021-22/ORTIA PRT BULK
Closing Time: 11:00	CLOSING DATE: 08TH DECEMBER 2021

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

1. PROFESSIONAL FEES

The estimated construction costs based on concept design are R 80 000 000.00 SPRINGS Precinct.

Bidders are expected to provide a detailed cost breakdown as per the stages 1-6 in the ECSA Guidelines for each discipline and express their fees as a percentage of the construction cost.

A provisional sum of R1 000 000.00 must be allowed for specialist services.

Detailed Costing per stages to be provided - Fees and pricing should include all costs and disbursements.

Construction Monitoring Level 3 is required for the duration of the construction.

The bidders are requested to present their fees as percentage of the estimated construction costs.

i. Fees In Stages

Bidders must submit their fees based on the following breakdown of fees per stage for the overall team: -

STAGE	DESCRIPTION	% OF FEES DUE
1	Project Initiation and Briefing	5.0%
2	Concept and Feasibility	20.0%
3	Design development	25.0%
4.1	Tender Documentation	10.0%
4.2	Procurement	5.0%

5	Construction Documentation and Management	25.0%
6	Project Close Out	10.0%
TOTAL PROFESSIONAL FEES		100.0%

i. Total Fees

Bidders must submit their total fees as per table below: -

STAGE	DESCRIPTION	% OF FEES DUE	FEE AMOUNT
1	Project Initiation and Briefing	5.0%	
2	Concept and Feasibility	20.0%	
3	Design development	25.0%	
4.1	Tender Documentation	10.0%	
4.2	Procurement	5.0%	
5	Construction Documentation and Management	25.0%	
6	Project Close Out	10.0%	
SUB TOTAL - 1 - PROFESSIONAL FEES		100.0%	R
Provisional Sum for Specialist Services			R 1 000 000.00
Provisional Sum for Disbursements		5.0%	
SUB TOTAL - 2			
VALUE ADDED TAX		15.0%	
TOTAL PROFESSIONAL FEES CARRIED TO FORM OF OFFER			

TOTAL PROFESSIONAL FEES AS A % OF THE ESTIMATED CONSTRUCTION COST OF R 80 000 000.00 (ALL INCLUSIVE)	
---	--

NB: The above construction value is an estimate and GIDZ reserve the right to adjust the value based on actual construction value

All disbursements unless otherwise stated will be payable as per the National Department of Roads. Public Work's Gazetted Rates and Treasury.

GIDZ reserves the right to negotiate the final fee with the successful bidder. ***Bidders must therefore state clearly with the submission of this bid their discounts***

NB: PRICING PROPOSAL MUST INCLUDE ALL COSTS TO EXECUTE THE SCOPE OF WORK, INCLUDING TAXES

PART B

DECLARATION OF

INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, 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 authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹“State” means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

.....

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

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

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

YES / NO

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Pearsal 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 for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

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

Signature _____	Name _____ Date _____

PART C – PREFERENCE POINT SYSTEM & LOCAL CONTENT

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

1.6 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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		

Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

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:**

Description of services, works or goods

Stipulated minimum threshold

_____ %

_____ %

_____ %

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

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	
Pound Sterling	
Euro	
Yen	
Other	

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

4. 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. 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).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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?	<input type="checkbox"/>	<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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)

- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PART E

E1: UNDERTAKINGS BY BIDDER IN RESPECT OF THIS BID

1. Definitions:

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

2. Interpretation

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

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

- 6. Pending the ascertainment of the amount of such additional expenditure GGDA may retain such monies, guarantee or deposit as security for any loss GGDA may sustain, as determined hereunder, by reason of my/our default;
- 6.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGDA legal costs on an attorney and own client basis;
- 6.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter or facsimile 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.

Bidder's Information

Name of firm (company)

Postal Address

Physical Address

Contact Person

Telephone

Fax Number

Types of business

Principal business

Activities

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

E2: GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

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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

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.

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

NAME OF YOUR COMPANY (IN BLOCK LETTERS)

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

DATE

NAME OF PERSON SIGNING (IN BLOCK LETTERS)

CAPACITY

ARE YOU DULY AUTHORISED TO SIGN THIS BID?

COMPANY REGISTRATION NUMBER _____

VAT REGISTRATION NUMBER _____

POSTAL ADDRESS (IN BLOCK LETTERS)

PHYSICAL ADDRESS (IN BLCOK LETTERS)

CONTACT PERSON

TELEPHONE NUMBER _____ **FAX NUMBER** _____

CELLPHONE NUMBER _____

E-MAIL _____

TYPES OF BUSINESS _____

PRINCIPAL BUSINESS ACTIVITIES _____

ANNEXURE A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT July 2010