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**INDEPENDENT DEVELOPMENT TRUST**

**BID DOCUMENT**

**BID TITLE**

**BID FOR THE PROVISION OF SUITABLE OFFICE SPACE FOR THE IDT EASTERN CAPE REGIONAL OFFICE**

**BASED IN EAST LONDON FOR AN INITIAL PERIOD OF THIRTY-SIX (36) MONTHS**

**TENDER NUMBER REFERENCE : IDT/EC/ADM/2022/23/01 17<sup>th</sup> June 2022**

**CLOSING DATE: 18 July 2022 @ 12h00**

**The completed Bid Document, sealed in an envelope and clearly endorsed**

**“IDT-EASTERN CAPE OFFICE LEASE”**

**must be placed in the Tender Box situated at the entrance to the offices of the IDT**

**(Reception Tender Box)**

**By no Later than 12h00 on Monday, 18 July 2022**

**BIDDER'S INFORMATION**

***(Must be completed by Bidder)***

<b>Company Name</b>	
<b>Contact Person</b>	
<b>Cell / Tel Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	

**Prepared By:  
The Independent Development Trust  
Eastern cape Regional Office  
Palm Square  
Silverwood House  
Beacon Bay, East London**

\_\_\_\_\_  
**Signature of Bidder**

## **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE EASTERN CAPE SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. Any alteration made by the bidder must be initialled.
13. Use of correcting fluid is prohibited
14. Bids will be opened in public as soon as practicable after the closing time of bid.
15. Where practical, prices are made public at the time of opening bids.
16. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
17. The bidder must initial each and every page of the document.

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## 1. INTRODUCTION

The Independent Development Trust (IDT) is a Schedule 2 Public Entity governed by its Deed of Trust, the Public Finance Management Act (Act No. 1 of 1999), as amended by Act of No. 29 of 1999 (PFMA) and other relevant legislative frameworks. The IDT is mandated to support government in development programmes implementation across the three spheres of government. Its primary focus is on social infrastructure programme delivery management, i.e. schools, hospitals, courts and traditional service centers, etc.

## 2. CONTEXT

The IDT is a Schedule 2 State owned entity, which manages the implementation and delivery of critically required social infrastructure programmes on behalf of government. The IDT is committed to ensuring the implementation of the Codes of Good Practice as per section 9(1) of the Broad-Based Black Economic Empowerment Act 53 of 2003. The IDT reports to the Minister of Public Works who is a Shareholder representative and it's Executive Authority. The IDT's national office is located in Pretoria and has regional offices in all of the country's nine provinces.

## 3. PURPOSE

The purpose of this bid is to find suitable offices and parking spaces for the IDT Eastern Cape Regional Office based in East London.

## 4. SPECIFICATION:

The bid shall include costing for both under cover and secured parking and lettable office space requirement as listed below:-

The office must be accessible by disabled persons and conform to SANS 10400 Part T and S for disabled persons

- The Office must be well secured with visible 24 hour security services and cameras
- The offices must provide separate toilets for both males and females
- Make provision for the disabled persons as per part P and Part S of SANS 10400;
- The offices require 990 square meters and must have at least 13 secured and 27 under cover parking bays all the time (24/7)
- Air conditioning must be provided in all tendered space;

- The offices must be provided with an uninterrupted power supply
- Both parties will sign an initial 36 months Lease Agreement

#### **4.1. Price schedules including VAT detailing:-**

- A cost estimate for the contract period of 36 months which include: -
  - The monthly rental fee for the office space and parking bays MUST be separated from the monthly rental utility bills
  - The applicable annual escalation rate must be indicated in the tender document
  - Total quotation must be inclusive of VAT and must be in ZAR (Rands).
  - The IDT reserve the right to extend the initial 36 months period.
  - Bidders must provide details of the office location and physical address for inspection in loco purposes before the evaluation process is finalised.

### **5. ACCESS TO LEASED PROPERTY**

The proposed leased property must be made available in good condition and clean bearing in mind latent defects to be identified at least for 90 days after occupation date.

### **6. PROOF OF OWNERSHIP**

Proof of ownership of the proposed properties must be submitted together with the bid documents.

### **7. PENDING LITIGATIONS**

All bidders must provide details of all pending litigations relating to the proposed property and land if any.

### **8. COMPLIANCE ELECTRICAL CERTIFICATE OF PROPERTY**

An electrical certificate not older than 3 months, must be submitted together with the bid document.

### **9. PARTITIONING OF THE OFFICES:**

Partitioning of the offices in line with the requirements of the IDT will be the responsibility of the landlord as per the requirement provided for by the IDT. The partition should be completed before the IDT takes occupation.

## 10. CONDITIONS: -

- Office Location: The proposed office premises should be situated in the Buffalo City Municipality and be accessible by public transport.
- The initial lease agreement will be for 36 months.
- The IDT reserve the right to extend the initial 36 months period.

## 11. OFFICE SPACE REQUIREMENTS

The premises shall be used as the regional Administration Offices and for parking bays. The IDT requires approximately **990 sqm** of lettable space as measured by the SAPOA method of measuring and calculating spaces. The parking bays should accommodate at least 40 vehicles for staff and clients daily.

## 12. BUILDING

- At least 990sqm space is required to house (offices, consulting rooms, boardrooms, Information Technology server rooms; filing rooms and a provision of fire proof filing room (24 hr fire rated); staff room, reception area which includes waiting rooms, kitchen, male and female toilets including the unisex disabled toilet,);
- Parking bays for at least a minimum of 40 vehicles at any given moment for staff and clients with an option for additional bays as and when required (addendum)
- The building must be in close proximity to main roads and be accessible to public transport. The offices should not be in the City Centre.
- It must also be close to amenities including Community Service Centers;
- The building must have suitable facilities such as lights; air-conditioning, and serviced lifts, if it is not on the ground floor;
- The building must be in good working condition creating a conducive environment;
- The building must have a 24-hour security and access control. It must be a secured and safe environment;
- Certificate indicating safe working condition of lifts Certificate of Compliance (COC);
- The building must be accessible to people with disability; and
- Compliance with the Fire and Safety Regulations.
- The building to be clean and tidy free from construction workers and street vendors

### **13. LEASE REQUIREMENTS**

- Lease shall be for an initial period of 36 months period commencing on 1 October 2022.
- Grade A Building.
- Easy access to the office by public transport
- Compliance with the Occupation Health and Safety Act (OHSA) certificate.
- Office premises must be accessible to people living with disability e.g. Wheelchair, as per Part S and part T of SANS 10400
- Air conditioning must be provided in all the tendered space

### **14. BID VALIDITY**

The bidder is required to confirm that it will hold its proposal valid for a period of 90 days from the date of closing the tender, during which time it will maintain without change their proposed rates and prices.

#### **The service provider will be required to:-**

- Demonstrate and sustain quick response in terms of complaints with regards to structural related issues such as the conditions of the building, roof leakages, structural defects, etc.
- Have the ability to provide open secured and under cover parking bays
- It is the Service Provider's responsibility to provide monthly rental and utility bill invoice by the 15th day of each month to be paid end of the month or first week of the following but before the 07<sup>th</sup>.

### **15. TARRIFS/ DISCOUNT ADJUSTMENTS**

The successful bidder must indicate annual escalations adjustments in the bid document if any.

### **16. TRANSACTION / SERVICE FEES**

- 16.1. The successful bidder must submit a detailed breakdown of service fees per month and per annum for a period of 3 (three) consecutive years. (Rental, utility bills, parking, sewerage, refuse removal, rates and taxes).
- 16.2. An indication of Value Added Tax (VAT) must be explicitly clear on the fees.
- 16.3. The costing structure must be clearly indicated.

17. **REQUIRED INFORMATION (COMPULSORY)**

- 17.1. Name/s, identify numbers and gender of individuals who own the company and percentage shares they hold in the company; Business Registration documents
- 17.2. Bank account details of the registered (trading) company or CC.
- 17.3. Copy of NHBRC registration certificate if applicable **if the building is new** and membership of other relevant professional bodies and BBBEE grading certification to be provided by The Building owner.
- 17.4. Company profile with a list of current clients serviced by your firm.
- 17.5. A minimum of five written references from five of your biggest and most recent corporate clients and contact details thereof.
- 17.6. Pictures of the office building in colour
- 17.7. List of current clients.
- 17.8. To be considered responsive, proposals must satisfy the following criteria:-
  - 17.8.1. The offer must be signed and properly received on or before the bid closing date;
  - 17.8.2. Submission of standard resolution by the Legal Entity, authorizing a person dedicated to sign documents on behalf of the bidder;
  - 17.8.3. Original TAX Pin certificate issued by the South African Revenue Services (SARS);
  - 17.8.4. Detailed Company profile;
  - 17.8.5. The bidders must avail the relevant information for background checking.
  - 17.8.6. The bidders must also submit their valid BBBEE certificate / Sworn Affidavit to earn points
  - 17.8.7. Central Supplier Database (CSD) Report
  - 17.8.8. Health and safety Compliance Certificates

18. **RESPONSIBILITIES OF THE SERVICE PROVIDER**

- The shortlisted bidder must arrange relevant site inspection of the property however the IDT reserves the right to conduct such visits in the absence of the successful bidder; this will be noted and collated to a formal snag list and kept for record purposes;
- Site visits to the proposed offices will be conducted by the IDT on shortlisted bidders.

**19. REQUIRED KNOWLEDGE, SKILL AND EXPERTISE**

The service provider must have proficient knowledge and experience in the following areas: -

- Knowledge and understanding of corporate office space and cotemporary space planning methodologies;
- Understanding of National Building regulations

**20. PROCUREMENT APPROACH**

20.1. The required services shall be procured through an Open Tender Process (Competitive Bidding) , as per the IDT SCM policy and procedures;

20.2. Bids submitted by means of e-mail, facsimile, electronic or similar means shall not be considered. Only bids submitted in hard copies will be accepted;

20.3. Tender submissions will require at a minimum the following:

- Executive summary;
- Approach to property management;
- Indication of technical and support systems;
- Tender price for 36 months / 3 years and be indicative of likely escalation prices per annum

**SPECIFIC OFFICE SPACE REQUIREMENTS:**

A) Require approximately 990 sqm for offices.

**SPECIFIC OFFICE SPACE REQUIREMENTS:**

Category	Quantity	Sqm	Total Sqm
RGM's office	1	18	18
PA to RGM	1	16	16
Management offices	7	15	105
Other offices	3	12	36
AFM Office	1	15	15
Project Accounting (to share)	1	30	30
SCM Admin offices	1	35	35
Open plan work stations: Infrastructure Technical Team	Shared space X 20 people	7m <sup>2</sup> is the minimal allowable space per open plan desk. Add 20% Additional space extra	140

		over for allowance of circulation space. Add additional 10% for structural area, and occidental furniture	
Open plan work stations: Social Team	Shared space X 10 people	7m <sup>2</sup> is the minimal allowable space per open plan desk. Add 20% Additional space extra over for allowance of circulation space. Add additional 10% for structural area, and occidental furniture	70
Server Room	1	30	30
Reception incl Waiting Room	1	15	15
First Aid Room	1	6	6
Cleaning / Storage Room	1	8	8
Staff sick bay	1	25	25
Consulting / meeting Room	1	30	30
Boardroom Main (50 seater)	1	90	90
RGM Boardroom	1	50	50
Records Management - SCM	1	70	70
Other ( Consumable, stationery etc)	1	20	20
Main storage	1	100	100
Disabled toilet for females.	1	4	4
Disabled toilet for males.	1	4	4
Staff Female Toilets as per SANS 10400 part P	Building regs will require 2 WC, and 2 WHB's	6	16
Staff Males and females toilets as per SANS 10400 part P	2 Building regs will require 2 WC, 2 UR, and 2 WHB's	6	32
Cantine/ Eating area	1	25	25
<b>TOTAL SQM</b>			<b>990m<sup>2</sup></b>

Require 13 normal and 27 covered Parking Bays for staff vehicles and clients.

Category	Quantity
Parking Bays	40

## 21. EVALUATION PROCES

- 21.1. Bid / Tender will be evaluated in accordance with the IDT's Supply Chain Management Policy, which conforms to the provisions of the Preferential Procurement Policy Framework Act and its Regulations.
- 21.2. The tender evaluation criteria, in line with the IDT Supply Chain Management Policy, will be as follows: 80/20 Preference Point system with be used where 80 points is for price and 20 points is for Preference / B-BBEE as cited above. A bidder that scores less than 70% of total functionality points will be disqualified. The functionality criteria are listed below, and will be rated as highlighted in the Table below.
- 21.3. Preference points for BBBEE as stipulated in the criteria.
- 21.4. For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information to substantiate their bid.

## 22. EVALUATION CRITERIA

The bid will be evaluated on the following three phases:

### 22.1. Phase 1: Responsive criteria

All bids will be evaluated on the responsive criteria to determine compliance with the following mandatory documents:

- Central Supplier Database (CSD) Report
- Company registration documents;
- Original and valid Tax Clearance certificate issued by SARS;
- Copies of Identity documents of owners / directors / partners;
- Proof of Registration with the NHBRC **if the building is new;**

- Valid Occupancy certificate as issued by the eThekweni Municipality or other relevant authority;
- Submission of original certified copy of the past financial year - annual audited financial statement as presented by an independent auditor or registered accountant;
- In case of a joint venture arrangement, a signed joint venture agreement must be attached together with an original tax clearance certificate;
- Proof of insurance for the building structure;
- Health and safety compliance certificates;
- Pictures of the office building to be made in colour.
- Fully signed Standard Bidding Documents (SBD Declaration forms (SBD: 1; 4 and 6.1). Please see Annexure A for all compulsory Standard Bid Documents to be completed;
- Any bidder that fails to comply with any of the requirements listed above will be disqualified and will not be considered for Stage 2 of the evaluation as stated below;

#### 15.2 Phase 2: Functionality Criteria

The functionality criteria will be evaluated as follows:

1. 990 Square Meter and
2. Location of the offices
3. 13 open Secured and 24 under cover Parking bays
4. Suitability and Security of the building
5. Accessibility to the building by both private and public
6. Availability of Parking Bays and the Security measures in place;
7. Industry Experience

### **Functionality Table**

Item	Description	Details	Documents To Provide	Sub-weight	Total Weight
1.0	Proposed Offices as per specifications and requirements (Office Space in Square Meter )	<ul style="list-style-type: none"> <li>Preferred location; suitable for offices not within the CDB area</li> <li>Not within a congestion area, free from walkers and street vendors</li> <li>Close proximity to other institutions / clients / Stakeholders</li> <li>Close to public transport nodes (Green)</li> <li>Close to amenities such as Community Service Centre or Offices / Wall; Banks, post offices, and shops.</li> </ul>	<ul style="list-style-type: none"> <li>Site inspections will be conducted by the Bid Committee of the IDT.</li> <li>Condition of premises the bidder will be operating from.</li> <li>Suitability of Facilities.</li> <li>Current Systems &amp; Equipment.</li> <li>Number of Employees (Capacity).</li> </ul> <p><b>Scoring will be as follows:</b></p> <p>Score of 5 – Excellent  Score of 4 – Very Good  Score of 3 – Good  Score of 2 – Fair  Score of 1 – Poor</p>	<p>15</p> <p>10</p> <p>3</p> <p>2</p>	30
2.0	Suitability of the Offices and Secure undercover parking	<ul style="list-style-type: none"> <li>Accessibility</li> <li>No walkers / street vendors</li> <li>Access Control</li> <li>Provision of Security</li> <li>Fire Escape and Fire Extinguishers and Air-Condition maintenance</li> <li>Insurance of the Building</li> <li>Ground floor if shared accommodation</li> <li>Easy Accessibility of vehicles and staff to the building</li> <li>Provision of 40 Parking Bays for staff and clients</li> </ul>	<ul style="list-style-type: none"> <li>Condition of the building (lights / toilets / security and access control)</li> <li>Size (Capacity) to accommodate the IDT requirements</li> <li>Security of the building</li> <li>Access Control to the building</li> <li>Condition of lifts</li> <li>Certificate of compliance for lifts and electricity</li> <li>Access for disability</li> <li>Parking bays</li> <li>Security of parking bays</li> </ul> <p><b>Scoring will be as follows:</b></p> <p>Score of 5 – Excellent  Score of 4 – Very Good  Score of 3 – Good  Score of 2 – Fair  Score of 1 – Poor</p>	<p>10</p> <p>4</p> <p>1</p> <p>1</p> <p>1</p> <p>4</p> <p>2</p> <p>2</p>	25

3.0	Accessibility of the Proposed Offices	<ul style="list-style-type: none"> <li>• Proximity to major Provincial Institutions; Community Service Centers / Mall and major roads,</li> <li>• Proximity to amenities</li> <li>• The Facilities must meet the entrance and exit requirements</li> <li>• Facilities must be accessible by disabled persons</li> </ul>	<ul style="list-style-type: none"> <li>• Accessibility by both private and public transport.</li> <li>• Proximity to other Community Service Centers; Government Offices and Development Institutions.</li> <li>• The building should be within a radius of between 5 and 10 km from the City Centre, and not within the City Centre.</li> <li>• Accessibility for disabled persons</li> </ul> <p>Applicable Scoring Approach</p> <p>Referencing will be undertaken from the cited clients and scoring allocated as follows:</p> <p>Score of 5 – Excellent  Score of 4 – Very Good  Score of 3 – Good  Score of 2 – Fair  Score of 1 – Poor</p>	5  5  5  5	20
4.0	Facilities Management of the Building	<ul style="list-style-type: none"> <li>• Clean and tidy office Building environment</li> <li>• Health and safety compliance</li> <li>• Demarcated smoking zones</li> </ul>	<ul style="list-style-type: none"> <li>• 24 Visibility of Security of any other area within the building</li> <li>• Ensuring OHS compliance and regulations</li> <li>• Servicing, cleaning and maintenance of common areas, toilets , lifts ensuring that safety and hygiene standards are met</li> </ul> <p><b>Applicable Scoring Approach</b></p> <p>Referencing will be undertaken from the cited clients and scoring allocated as follows:  Score of 5 – Excellent  Score of 4 – Very Good  Score of 3 – Good</p>	8  5  2	15

			Score of 2 – Fair Score of 1 – Poor		
56.0	Financial Management & Viability	<ul style="list-style-type: none"> <li>• Submit latest audited financial statements by a registered accountant</li> <li>• Bank Rating</li> </ul>	<p><b>Scoring will be as follows:</b></p> <p>Score of 5 – Excellent  Score of 4 – Very Good  Score of 3 – Good  Score of 2 – Fair  Score of 1 – Poor</p>	6  4	10
<b>TOTAL FUNCTIONALITY POINTS</b>					<b>100</b>

**Required Minimum Score = 70**

**(Failure to meet the minimum score will result in disqualification).**

**PHASE 3: Price and Preference Points (B-BBEE)**

Phase 3 will be evaluated based on price and B-BBEE based on the 80/20 preference points system.

**PRICING STRUCTURE**

	<b>COST (Vat Inclusive) 'Rand Value'</b>	<b>Estimated Units</b>	<b>Total Estimated Cost (Vat Inclusive)  (R')</b>
<b>Fee Type</b>	<b>A</b>	<b>B</b>	<b>A x B</b>
Secured and covered Parking Bays		40	
Alternative Power			
Operating / admin costs			
Rental per square meter (sqm)		990	
Other costs (specify)			
(a).			
(b).			
(c).			
<b>Total Vat Inclusive</b>			<b>R</b>

- Please fill in the amounts including VAT clearly and legibly.
- Only firm prices will be accepted.
- The above pricing will be used for purposes of evaluation and contracting.
- Bid Validity - The offer must be valid for 90 days from the closing date of the bid.

<b>Period</b>	<b>Estimated Escalation %</b>	<b>Sub Total Cost per Annum</b>	<b>Vat</b>	<b>Total (incl Vat)</b>
1 October 2022 – 30 September 2023				
1 October 2023 – 30 September 2024				
1 October 2024 – 30 September 2025				

## 22.2. PREFERENCE POINT SYSTEM

The formula below will be used to calculate the preference procurement points for price:

$$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid or offer under consideration

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

Depending on the bidder's level of Broad-Based Black Economic Empowerment (B-BBEE) contribution, a maximum of 10 points may be allocated to a bidder. The points scored by a bidder for Broad-Based Black Economic Empowerment contribution must be added to the preference procurement points allocated for price. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

## 22.3. B-BBEE Status Level of Contribution and Points

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

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

22.3.1. Bidders who qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by **South African National Accreditation System (SANAS)** . ' (IRBA's) approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 22.3.2. Bidders other than **EME's** must submit their original and valid B-BBEE status level verification certificate or **an originally or a certified copy** thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 22.3.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 22.3.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 22.3.5. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 22.3.6. A person awarded a contract may not sub-contract more than 25% of the value of the contract to another enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 22.3.7. The service provider that fails to meet the threshold of 70% in respect of the total functionality criteria will be regarded as having submitted a non-responsive bid and will be not be further considered for phase 3 of the evaluation.

## 23. **ADDITIONAL CONDITIONS**

- 23.1. The information contained in this document are of a confidential nature and should only be used for bidding for this tender.
- 23.2. In addition to the information contained herein, the appointed Bidder will be required to sign special conditions of contract with the IDT.
- 23.3. Bids submitted must be in line with detailed specification. Failure to bid accordingly will result in the disqualification of bids.

- 23.4. Bidders are requested to bid for the complete tender and not part thereof, incomplete bids will be disqualified.
- 23.5. The IDT reserves the right to award the bid to one service provider
- 23.6. Bidders are required to quote per item and show a complete price breakdown where necessary, failure to do so may disqualify the bid.
- 23.7. All prices quoted must be fully inclusive of all costs and Value Added Tax. No additional costs other than agreed amounts will be paid by IDT.
- 23.8. Bidders might be subject to security assessment at the discretion of IDT.

24. **GENERAL**

- No alterations in tippex are allowed.
- All certified documents must be certified not **older than 3 months**.
- All bids must be signed in **ink** by the duly authorized representative of the bidding entity.
- The IDT is not obliged to accept the highest point scoring bid.
- The successful company will sign the following for full appointment:-
  - Original Contract between IDT and the service provider; and
  - Non-Disclosure Agreement.

25. Lease Agreement

Successful bidder will be required to enter into a valid lease agreement for 36 months.

26. Bidders are required to submit one original of their bid document including:

**SBD 1; SBD 4 and SBD 6.1**

27. **DELIVERY ADDRESS**

The Tender shall be submitted as original, failure to comply will result in disqualification of the tender. The tender document must be divided as follows:

- a) Returnable documents.
- b) Proposal.
- c) Financial / pricing information.

**Bid documents are to be placed in the IDT tender box located in the reception area of our Eastern Cape Regional office located on Palm Square Business Park, Silverwood House, Beacon Bay, East London. The bids should be placed on or before the closing date Monday, 18 July 2022 @ 12H00.**

- ***NO LATE BIDS WILL BE CONSIDERED OR ACCEPTED***

## 28. CLOSING DATE

**This Tender closes on Monday, 18 July 2022 at 12H00**

## 29. CONTACT PERSON

Further enquiries can be directed in writing to Ms. Y. Mbangwe

Email: [yolandam@idt.org.za](mailto:yolandam@idt.org.za)

## 30. IDT's RESERVATION OF RIGHTS

- IDT reserves the right to conduct further procurement assessment or negotiation processes.
- IDT reserves the right to subject Tenderers and their facilities to assessment as part of the evaluation process or as a condition to contract award.
- IDT reserves the right not to evaluate and/or consider any tender that does not comply strictly with the requirements as set out in this tender and/or which does not meet one or more of the pre-requisites.
- IDT further reserves the right to make a decision on contract award based solely on the information received in response to this tender.
- IDT reserves the right to cancel or withdraw this tender.

# STANDARD CONDITIONS OF TENDER

## 1 GENERAL

### Actions

1. The Independent Development Trust, Independent Development Trust's *Representative* and each *tenderer* submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. The Conditions of Tender and the Tender Data shall not form part of any contract arising from this invitation to tender.

### Communication

2. Each communication between the Independent Development Trust and a *tenderer* shall be to or from Independent Development Trust's *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. *The Independent Development Trust takes no responsibility for non-receipt of communications from or by a tenderer.*

### Independent Development

3. The Independent Development Trust may accept or reject any variation, deviation, tender, or alternative tender, and may cancel

**Trust's rights to accept or reject any tender**

the tender process and reject all tenders at any time prior to the formation of a contract. The Independent Development Trust or Independent Development Trust's *Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. The Independent Development Trust reserves the right to accept the whole of any part of any tender.

4. After the cancellation of the tender process or the rejection of all tenders the Independent Development Trust may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

## 2 TENDERER'S OBLIGATIONS

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- |   |   |  |
|---|---|--|
| <b>Eligibility</b>  | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Evaluation Criteria.  |
| <b>Cost of tendering</b>                                  | 2 | Accept that the Independent Development Trust will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.  |
| <b>Check documents</b>                                    | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify the Independent Development Trust's <i>Representative</i> of any discrepancy or omissions.   |
| <b>Copyright of documents</b>                             | 4 | Use and copy the documents provided by the Independent Development Trust only for the purpose of preparing and submitting a tender in response to this invitation.   |
| <b>Standardised specifications and other publications</b> | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.  |
| <b>Site visit and / or clarification meeting</b>          | 6 | Attend a site visit and/or clarification briefing meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. Details of the meeting are stated in the Tender Advert.  |
| <b>Seek clarification</b>                                 | 7 | Request clarification of the <i>tender documents</i> , if necessary, by notifying Independent Development Trust's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .  |
| <b>Pricing the tender</b>                                 | 8 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |

- 9 Show Value Added Tax (VAT) payable by Independent Development Trust separately as an addition to the tendered total of the prices.
- 10 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- 11 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Tender Data. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents** 12 Not make any alterations or additions to the *tender documents*, except to comply with instructions issued by the Independent Development Trust's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Submitting a tender** 13 Submit a tender for providing the whole of the works, services or supply identified in the Terms of Reference unless stated otherwise as an additional condition.
- 14 Submit the tender as an original plus and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
- 15 Sign the original and all copies of the tender where indicated. Independent Development Trust will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 16 Accept that Independent Development Trust will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.  
 Note:  
 Where tenders are sent via courier, Independent Development Trust takes no responsibility for tenders delivered to any other site than the tender office.  
 Independent Development Trust employees are not permitted to deposit a tender into the Independent Development Trust tender box on behalf of a tenderer.
- Closing time** 17 Ensure that Independent Development Trust has received the tender at the address and in the tender box.
- 18 Accept that, if Independent Development Trust extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
- Tender validity** 19 Hold the tender(s) valid for acceptance by Independent Development Trust at any time within the *validity period* after the *deadline for tender submission*.

	20	Extend the <i>validity period</i> for a specified additional period if Independent Development Trust requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent Independent Development Trust may allow for the effects of inflation over the additional period.
<b>Clarification of tender after submission</b>	21	Provide clarification of a tender in response to a request to do so from Independent Development Trust's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by Independent Development Trust's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by Independent Development Trust's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> .
<b>Submit bonds, policies etc.</b>	22	If instructed by Independent Development Trust's <i>Representative</i> (before the formation of a contract), submit for Independent Development Trust's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .
	23	Undertake to check the final draft of the contract provided by Independent Development Trust's <i>Representative</i> , and sign the contract all within the time required by these Conditions of Tender. The Independent Development Trust to sign and issue the contract.

### 3 INDEPENDENT DEVELOPMENT TRUST'S UNDERTAKINGS

Independent Development Trust, and Independent Development Trust's *Representative*, shall:

<b>Respond to clarification</b>	1	Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .
<b>Issue Addenda</b>	2	If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, Independent Development Trust may grant such an extension and Independent Development Trust's <i>Representative</i> shall notify to all tenderers of the extension.
<b>Return late tenders</b>	3	Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.
<b>Tender opening</b>	4	Open the tenders in the presence of the <i>tenderers'</i> representatives who choose to attend at the time and place stated in the Tender Data.

<b>Non-disclosure</b>	5	Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
<b>Grounds for rejection</b>	6	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
<b>Disqualification</b>	7	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement, gift or bribe to any person with a view to influencing the placing of a contract arising from this invitation to tender. Such tenderer may be restricted from doing business with the IDT and/or the State.
<b>Test for responsiveness</b>	8	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• Is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	9	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in Independent Development Trust's opinion would: <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change Independent Development Trust's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	Reject a non-responsive tender.
<b>Arithmetical errors</b>	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the Evaluation Criteria. The evaluated tender price will be disclosed only to the relevant Independent Development Trust tender committee and will not be disclosed to <i>tenderers</i> or any other person.

<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	15	Notify the Independent Development Trust's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between Independent Development Trust and the successful <i>tenderer</i> .
<b>Notice to unsuccessful tenderers</b>	16	After the successful <i>tenderer</i> has acknowledged Independent Development Trust's notice of acceptance, unsuccessful tenderers must consider their tenders unsuccessful if not contacted within the expiry of the validity period.
<b>Prepare contract documents</b>	17	Revise the contract documents issued by Independent Development Trust as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• Other revisions agreed between Independent Development Trust and the successful <i>tenderer</i>, before the issue of the Independent Development Trust's notice of acceptance (of the tender).</li> </ul>
<b>Sign Contract</b>	18	Arrange for authorised signatories of both parties to complete and sign the original contract. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Provide copies of the contracts</b>	19	Provide to the successful <i>tenderer</i> one of copy of the contract of the date of Independent Development Trust's acceptance of the tender.

## **GOVERNMENT PROCUREMENT**

### **GENERAL CONDITIONS OF CONTRACT**

**July 2010**

#### **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 clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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 documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. 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 purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier 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 any thing 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 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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 supplier 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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, 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 supplier covered under the contract.

1.25 “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 purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

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

- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier'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 purchaser 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 purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
- 8. Inspections, tests and analyses**
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied 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.

## **12. Transportation**

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

## **13. Incidental services**

13.1 The supplier 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 supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

15.1 The supplier warrants that the goods supplied 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 supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, 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.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser 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 supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier'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.
- 21.3 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.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier 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.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser 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 delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier 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 supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (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 suppliers or persons prohibited from doing business with the public sector.

- 23.7 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.

**24. Anti-dumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier 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.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier 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.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier 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.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier 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.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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 purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, 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 supplier to pay penalties and/or damages to the purchaser; and

- (b) aggregate liability of the supplier to the purchaser, 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.
- 29. Governing language** 29.1 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.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier 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 service of such notice
- 31.2 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.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 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.

- 32.4 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 32.5 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 32.6 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 32.7 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

## ANNEXURES

### **The following forms must be full completed and signed:**

**SBD 1: Invitation to Bid**

**SBD 4: Declaration of Interest**

**SBD 6.1: Preference Points Claim Form In Terms Of The Preferential Procurement Regulations 2017**

**Central Supplier Database (CSD) Report to be attached**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)</b>					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]		<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## **PART B TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT , 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 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.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 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."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 2.1 Full Name of bidder or his or her representative: .....
- 2.2 Identity Number: .....
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
- 2.4 Company Registration Number: .....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>“State” means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: .....

Any other particulars:  
.....

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

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

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

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

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

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.10.1 If so, furnish particulars.  
.....  
.....  
.....

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

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

### 3 Full details of directors / trustees / members /



**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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **.....** 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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.





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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME 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 last 51% owned by:	EME √	QSE √
<b>Black people</b>		
<b>Black people who are youth</b>		
<b>Black people who are women</b>		
<b>Black people with disabilities</b>		
<b>Black people living in rural or underdeveloped areas or townships</b>		
<b>Cooperative owned by black people</b>		
<b>Black people who are military veterans</b>		
<b>OR</b>		
<b>Any EME</b>		
<b>Any QSE</b>		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....  
.....  
9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of 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. ....
2. ....

..... SIGNATURE(S) OF BIDDERS(S)
DATE: .....
ADDRESS .....
.....
.....

# OFFER FOR THE PROVISION OF SUITABLE OFFICES AND SECURE UNDERCOVER PARKING BAYS FOR IDT EASTERN CAPE REGIONAL OFFICE BASED IN DURBAN FOR AN INITIAL PERIOD OF THIRTY SIX (36) MONTHS

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contract or under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

**THE OFFERED PRICE FOR 36 MONTHS INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
 ..... Rand (in words); R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....

..

Name ..... Identity number .....

..

Capacity .....

**for the tenderer**

(Name and .....  
 address of .....  
 organization) .....

Name and .....  
 signature .....  
 of witness .....

**NOTE: Failure of a Bidder to complete in full and sign this part of the tender form (offer) will invalidate the tender offer**

**CONDITIONS OF BID**

1. I/We hereby bid to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to the Eastern Cape Provincial Administration (hereinafter called the "Province") on the terms and conditions and be in accordance with the specifications stipulated in the bid documents (and which shall be taken as part of and be incorporated into this bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
  
2. I/we agree that:
  - (a) the offer herein shall remain binding upon me and open for acceptance by the Province during the validity period indicated and calculated from the closing time of the bid;
  - (b) this bid and its acceptance shall be subject to Treasury Regulations 16A issued in terms of the Public Finance Management Act, 1999, the National Treasury General Conditions of Contract and Standard Bidding Documents, the Eastern Cape Supply Chain Management Policy Framework, the Provincial Treasury issued Practice Notes, and the Eastern Cape Conditions of Contract, with which I/we am fully acquainted;
  - (c) if I/we withdraw my 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, the Province may, without prejudice to its other rights, agree to the withdrawal of my bid or cancel the contract that may have been entered into between me and the Province. I/we will then pay to the Province any additional expenses incurred by the Province 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. The Province shall have the right to recover such additional expenditure by set-off against monies which may be due to me under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me or on my behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such monies, guarantee or deposit as security for any loss the Province may sustain by reason of my default;
  - (d) if my bid is accepted, the acceptance may be communicated to me by registered post, and that the South African Post Office Limited shall be treated as delivery agent to me;
  - (e) the law of the Republic of South Africa shall govern the contract created by the acceptance of my bid and I choose *domicilium citandi et executandi* in the Republic at (full physical address) :  
.....  
.....
  
3. I/we furthermore confirm that I/we have satisfied myself as to the correctness and validity of my bid: that the price(s), rate(s) and preference quoted cover all of the work/item(s) and my obligations under a resulting contract, and I accept that any mistakes regarding the price(s) and calculations will be at my risk.
  
4. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement, as the Principal(s) liable for the due fulfilment of this contract.
  
5. I/we agree that any action arising from this contract may in all respects be instituted against me and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me as a result of such action.



**REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE**

1. In terms of the Eastern Cape Supply Chain Management Policy Framework, all suppliers of goods and services are required to register on the Central Suppliers Database.
2. If you wish to apply for Central Supplier Database (CSD) registration, suppliers may go to [www.csd.gov.za](http://www.csd.gov.za) to register or call 083 741 5946/083 741 6029 for assistance.
3. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may;
  - 3.1 de-register the supplier from the Database,
  - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favourable bid is accepted or less favourable arrangements are made.
4. **The same principles as set out in paragraph 3 above are applicable should the supplier fail to updates its information on the Central Suppliers Database, relating to changed particulars or circumstances.**

**DECLARATION THAT INFORMATION ON CENTRAL SUPPLIER DATABASE (CSD) IS CORRECT AND UP TO DATE**  
(To be completed by bidder)

THIS IS TO CERTIFY THAT I (name of bidder/authorised representative)

.....  
..

WHO REPRESENTS (state name of bidder)

.....  
..

I AM AWARE OF THE CONTENTS OF THE CENTRAL SUPPLIER DATABASE WITH RESPECT TO THE BIDDER'S DETAILS AND REGISTRATION INFORMATION, AND THAT THE SAID INFORMATION IS CORRECT AND UP TO DATE AS ON THE DATE OF SUBMITTING THIS BID.

AND I AM AWARE THAT INCORRECT OR OUTDATED INFORMATION MAY BE A CAUSE FOR DISQUALIFICATION OF THIS BID FROM THE BIDDING PROCESS, AND/OR POSSIBLE CANCELLATION OF THE CONTRACT THAT MAY BE AWARDED ON THE BASIS OF THIS BID.

.....  
**SIGNATURE OF BIDDER OR AUTHORISED REPRESENTATIVE**

**DATE:**.....

## TAX CLEARANCE CERTIFICATE PIN REQUIREMENTS

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

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