

**PART A  
INVITATION TO BID**

**ZERO-TOLERANCE TO FRAUD, THEFT AND CORRUPTION (ANTI-FRAUD, THEFT AND CORRUPTION)**

THE WCG IS COMMITTED TO GOVERN ETHICALLY AND TO COMPLY FULLY WITH ANTI-FRAUD, THEFT AND CORRUPTION LAWS AND TO CONTINUOUSLY CONDUCT ITSELF WITH INTEGRITY AND WITH PROPER REGARD FOR ETHICAL PRACTICES.

THE WCG HAS A ZERO TOLERANCE APPROACH TO ACTS OF FRAUD, THEFT AND CORRUPTION BY ITS OFFICIALS AND ANY SERVICE PROVIDER CONDUCTING BUSINESS WITH THE WCG.

THE WCG EXPECTS ALL ITS OFFICIALS AND ANYONE ACTING ON ITS BEHALF TO COMPLY WITH THESE PRINCIPLES TO ACT IN THE BEST INTEREST OF THE WCG AND THE PUBLIC AT ALL TIMES.

THE WCG IS COMMITTED TO PROTECTING PUBLIC REVENUE, EXPENDITURE, ASSETS AND REPUTATION FROM ANY ATTEMPT BY ANY PERSON TO GAIN FINANCIAL OR OTHER BENEFIT IN AN UNLAWFUL, DISHONEST OR UNETHICAL MANNER.

INCIDENTS AND SUSPICIOUS ACTIVITIES WILL BE THOROUGHLY INVESTIGATED AND WHERE CRIMINAL ACTIVITY IS CONFIRMED, RESPONSIBLE PARTIES WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	ASEZ 001 2025	CLOSING DATE:	03 October 2025	CLOSING TIME:	11h00 AM
DESCRIPTION	Leasing of Office Space in Atlantis				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
Atlantis Foundries Business Park, William Gourlay Road, Atlantis Industrial, Cape Town, 7349					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Supply Chain Management		CONTACT PERSON	Supply Chain Management	
TELEPHONE NUMBER	021 495 4405		TELEPHONE NUMBER	021 495 4405	
E-MAIL ADDRESS	<a href="mailto:scm@atlantissez.co.za">scm@atlantissez.co.za</a>		E-MAIL ADDRESS	<a href="mailto:scm@atlantissez.co.za">scm@atlantissez.co.za</a>	
<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	TAX COMPLIANCE		OR	CENTRAL SUPPLIER	MAAA

STATUS	SYSTEM PIN:		DATABASE No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>				
<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p><b>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.</b></p>				

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

<b>BID SUBMISSION:</b>
<p>BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p><b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p><b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (WCBD7).</b></p>
<b>TAX COMPLIANCE REQUIREMENTS</b>
<p>BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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."</p>

**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: .....

## TERMS OF REFERENCE

<b>To:</b>	The Bidder
<b>From:</b>	Supply Chain Management Unit

## BID PARTICULARS

Project Description	Leasing of Office Space in Atlantis		
Bid Enquiries	Supply Chain Management	<a href="mailto:scm@atlantissez.co.za">scm@atlantissez.co.za</a>	
	021 495 4405		
Specifications Enquiries	Supply Chain Management	<a href="mailto:scm@atlantissez.co.za">scm@atlantissez.co.za</a>	
Bid Reference	ASEZ 001 2025		
Bid Closing Date	3 October 2025	Bid Closing Time	11h00 AM
Bid Briefing Session	A <b>compulsory briefing</b> session will be held on <b>16<sup>th</sup> September 2025 @11h00 AM</b> at: Atlantis Foundries Business Park, William Gourlay Street, Atlantis Industria. <b><i>Only bids from bidders or their duly authorised representatives who attended the compulsory session will be considered.</i></b>		

## 1. INTRODUCTION

The Atlantis Special Economic Zone (ASEZ) is a Greentech zone, which focuses on attracting companies and investors which contribute to zero carbon emissions, resource-efficiency, and socially inclusive investment. It is building a sustainable manufacturing environment and actively explores how to also run a zero carbon, resource efficient, and socially inclusive zone. In doing so it contributes directly to the objectives of the “just transition.” The entity has ambitious goals such as building skills and enterprises in and around the Atlantis environment for application in the green economy, generating and supplying renewable energy to its future investors, being a net-zero water user, and having no waste go to landfill.

The Atlantis Special Economic Zone Company SOC Ltd (ASEZCo) is a state-owned entity as defined in the Companies Act and a provincial public entity listed under schedule 3D of the PFMA and is characterized as a government business enterprise. The shareholders are the Western Cape Government and the City of Cape Town.

The ASEZCo is a geographical area of 118 hectares in the industrial area of Atlantis. It is a Greentech SEZ with the objective of attracting Greentech manufacturers. The ASEZCo currently consists of a number of investors on privately owned land (about 25ha) as well as three separate portions of vacant and industrial zoned land owned by the City of Cape Town (+93ha). This land (±93ha) was officially transferred from the City of Cape Town to ASEZCo in March 2025, thereby enhancing the organisation’s capacity to attract, retain, and expand investment opportunities.



The ASEZCo aims to contribute to green industrial development in Atlantis and creating decent work and other economic and social benefits in the region of Atlantis, including the broadening of economic participation by promoting small, micro and medium enterprises and co-operatives, and promoting skills and technology transfer. The area will no doubt become a key platform for Greentech industrial development in the Western Cape.

## 2. PURPOSE

- 2.1. The Atlantis Special Economic Zone (ASEZ) currently occupies 820m<sup>2</sup> space at the Atlantis Foundries Business Park, William Gourlay Road, Atlantis Industria, 7349
- 2.2. The purpose of this tender is to invite prospective bidders to provide office space to the Atlantis Special Economic Zone (ASEZ) as part of a three (3) year lease agreement, with an option to extend for a further two years thereafter. In the event that the building is not owned by the bidder, the bidder is required to submit a signed agreement/letter with the landlord that they are authorised to act on behalf of the owner.
- 2.3. **The offices should be available for occupation by no later than 02 January 2026.**
- 2.4. The Atlantis Special Economic Zone (ASEZ) is a small to medium-sized entity; the office space required should be able to accommodate approximately forty (40) employees on a daily basis and must provide adequate facilities to ensure a productive and professional working environment. This includes provision for office workstations, meeting and collaboration areas, as well as essential support amenities.

The successful bidder will therefore be expected to provide office premises that are fit-for-purpose, accessible, and aligned with the ASEZCo's vision of fostering innovation, efficiency, and professional service delivery.

## 3. NATURE AND SCOPE OF SERVICES TO BE RENDERED

The office space should be capable of accommodating approximately forty (40) employees. The preferred office space must be provided in a fully functional and conducive office environment, with all required infrastructure, fittings, and services in place to enable immediate occupation and commencement of business operations without the need for additional construction, installation, or refurbishment. However, bidders may submit their bids for office space that is partially move-in ready with minimal fit-out required, with the condition that the office space will be ready within two months after the bidder has been officially awarded.

- 3.1. **Location:** The location of the office space must be within the Atlantis Industrial area.



3.2. **Floor Size :** The Atlantis Special Economic Zone (ASEZ) requires an office space comprising a minimum of 550m<sup>2</sup> and a maximum of 850m<sup>2</sup>. The office space can be more than 850m<sup>2</sup>, however, ASEZ shall not incur any additional cost.

3.3. **Building Structure**

The office space must be located within a structurally sound, well-maintained building compliant with all applicable building codes, safety regulations, and occupational health standards. The structure must be weatherproof, energy-efficient, and designed to ensure durability, stability, and minimal disruption to operations. All building-related issues, such as zoning rights, municipality regulations, environmental requirements, Occupational Health and Safety requirements and compliance certificates, and other applicable statutory requirements must be complied with.

The building must be equipped with adequate access-controlled onsite and offsite parking facilities and have an easily accessible entrance and exit for staff, clients, and stakeholders, with clearly visible safety signage. In addition, the building should be user-friendly and accessible for people with disabilities.

3.4. **Building Compliance**

The building should meet the following statutory requirements:

- Certificate of Occupancy – issued by Local Authority in terms of the National Building Regulations
- The Occupational Health and Safety (OHS) certificate
- Fire Certificate of Compliance
- An Electricity Certificate of Compliance (COC)

**The above-mentioned certificates and other related statutory requirements should be complied with by the Landlord before signing off on a final lease agreement.**

The above-mentioned certificates must be valid for the duration of the lease agreement.

3.5. **Parking**

Adequate parking to accommodate a minimum of 15 parking bays, with an additional 05 under cover parking bays at any given time. All parking is to be provided within a safe and secure environment.

3.6. **Security Requirements**

The building must have 24/7 security personnel at the entrance, access control systems, and surveillance.

3.7. **Electrical System**

The service provider must provide an Electrical Certificate of Compliance before occupation.

Sufficient power supply is to be provided, and each functional area shall have independent control of lighting, while emergency lights shall comply with the National Building Regulations.

Each office must be equipped with easily accessible and sufficient electrical plugs.

3.8. **Backup Power/ Alternative Power Supply**

The landlord must provide a UPS, generator, or an alternative power backup system with sufficient capacity to supply electricity and ensure continuous operations during power outages.

3.9. **Air Conditioning:**

Climate-controlled air-conditioning must be available in offices, boardrooms, and meeting rooms. The landlord shall be responsible for installation, repairs, and maintenance of air conditioners when required.

3.10. **Fibre or Network Infrastructure**

The building must have fibre internet connectivity and infrastructure to allow for immediate connection upon occupation.

### 3.11. Safety & Code Compliance

The following is required:

- Fire alarm system with detectors in all rooms
- Emergency lighting and exit signage
- Fire extinguisher and/or hose reel (per local code and occupancy rating)

### 3.12. Office aesthetics

The building interior walls and doors should have a neutral colour palette of fresh paint.

The floors can be a combination of tiles and carpet complimenting the wall colour palette.

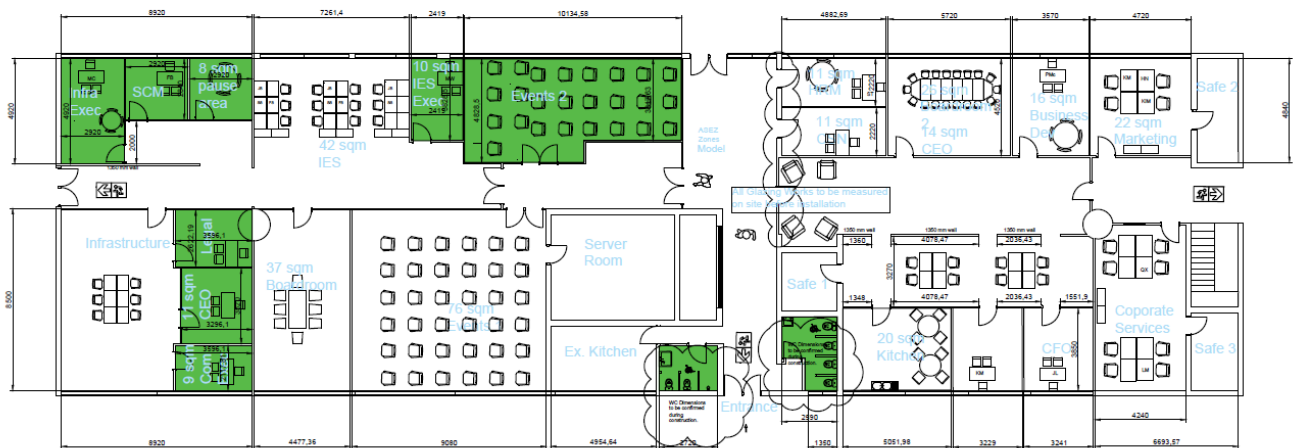
**Table 1: OFFICE LAYOUT & SPATIAL PLANNING**

The workspace will house 40 full-time employees; full details for sizes and seating are provided in the floor plan/layout below.

Description/ Area	Requirements – As per the floor plan/layout.
Reception Area	As per the floor layout
1x Kitchen	With adequate space to accommodate fridges and microwaves as well as adequate plug points, and a sink with hot and cold water. To accommodate 10 people seated.
Break / Pause Area	
Open plan Workspaces as per the layout	As per the floor layout
Minimum of 11 Private Offices	As per the floor layout
Training Room 1/ Events Space	To accommodate a minimum of 30 people seated.
Training Room 2/ Events Space	To accommodate a minimum of 15 people seated.
Boardroom 1	To accommodate a minimum of 16 people seated.
Boardroom 2	To accommodate a minimum of 12 people seated.
1x Server Room	Must be temperature-controlled and secured
2x Fire-proofed secured safes	Two lockable storage rooms <b>(fireproof compulsory)</b>
1 x Storage	Storage for office consumables and other materials [fireproof not compulsory]
2 x Bathrooms (male & female) – with a minimum of 2 cubicals per bathroom, with access to additional bathrooms.	Fully fitted with sanitation equipment, toilet roll holders, liquid soap dispensers, paper dispensers, mirrors and basins.
<b>NB: Sufficient power supply must be provided, and each functional area shall have independent control of lighting. Each office must be equipped with easily accessible and sufficient electrical plug points to accommodate a TV or screen, laptops, cell phone charging, etc</b>	

Floor plan / Layout.





#### 4. Maintenance

Proposals should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units, fire equipment, electricity, fumigation, generator/UPS maintenance service, water supply service, plumbing work, day-to-day maintenance of the building, etc.)

The office exterior and structure to be fully serviced and maintained by the Landlord.

Turn-around time to be clearly stated on maintenance and repair work by the Landlord.

The ASEZCo reserves the right to negotiate the turnaround times, should it not be satisfactory.

The ASEZCo reserves the right to appoint a service provider, where such services will be paid for by the ASEZ.

#### 5. Insurance

Structural building insurance is the responsibility of the landlord.

Provision of Public Liability Insurance of at least R20 million, which will be valid for the duration of the contract, must be provided within 15 working days after the receipt of the appointment letter.

A copy of the insurance letter, indicating the public liability amount, must be submitted.

Failure to comply within the stipulated timeframe will result in the entity proceeding to award the next highest scoring bidder

## **6. SERVICE PROVIDERS PROPOSAL**

6.1.1. Each bid must be submitted in a clearly marked envelope indicating.

**Tender Reference Number**

**Tender Description**

**All submissions must be dropped in the tender box available on or before the closing date and time.**

**The tender box is located at the reception area of the Atlantis Foundries Business Park William Gourlay Road, Atlantis Industria, Cape Town.**

**Submissions must be dropped during working hours, between 08h00 and 16h30.**

The bidder is required to submit a comprehensive proposal that covers the scope of service to be evaluated with relevant supporting documentation. The submission must include, but not be limited to:

6.1.2. The proposal must be submitted as an original hard copy, accompanied by a digitally reproduced PDF version on a USB memory stick. **Submissions sent via electronic mail delivery will not be accepted.**

6.1.3. Proof of ownership (Municipal account and deeds office search (property report)). In the event that the building is not owned by the bidder, the bidder must submit a signed agreement/letter with the landlord that they are authorized to act on behalf of the owner and proof of registration with the Regulatory Authority (PPRA) and submit a valid Fidelity Fund Certificate issued by the Property Practitioner's Regulatory Authority, that the practitioner or agent is bidding on behalf of the landlord/property owner.

6.1.4. Floor layout plan.

6.1.5. Cost proposal (WCBD 3.1) inclusive of VAT.

6.1.6. The standard bidding document attached to the Terms of Reference must be completed in full and signed.

**It is the bidder's responsibility to ensure that all applicable documents are submitted in aligning with the requirements for a bid to be responsive and to provide for a proper evaluation.**

## **7. LATE BID SUBMISSIONS**

Late submissions will NOT be accepted under any circumstances.

Bidders are invited to observe the closing date and time of the submission as per the advertisement.

A submission will be considered late if received after the specified date and time. Bidders are therefore strongly advised to ensure that bids be dispatched, allowing enough time for any unforeseen events that may delay the delivery of the bid.

## **8. EVALUATION METHODOLOGY**

Bids shall be evaluated in terms of the following phases:

### **8.1 PHASE 1 - COMPLIANCE REQUIREMENTS FOR A VALID BID (MANDATORY REQUIREMENTS)**

Bids will be evaluated against the compliance requirements as listed below. Bidders that fail to adhere to any of the following will be rendered non-responsive and will not be further evaluated.

8.1.1. Bidders must submit the original proposals, with cost (WCBD 3.1), inclusive of VAT, before the bid closing date.

8.1.2. WCBD 1-Invitation to bid, complete and signed.

8.1.3. Bidders must be registered on the Central Supplier Database (CSD) and have active status on or before the closing date and time of the bid, or provide an MAAA number.

- 8.1.4. **Proof of ownership** (Municipal account and deeds office search (property report)). If bidding as an agent or on behalf of a landlord/trust, attach a mandate or a letter **signed by the owner** authorising the property practitioner or agent to bid on behalf of the owner.
- 8.1.5. Where a property practitioner or agent is bidding on behalf of the landlord/property owner, the property practitioner or agent must be registered with the Property Practitioners Regulatory Authority (PPRA) and submit a valid Fidelity Fund Certificate issued by the Property Practitioners Regulatory Authority.
- 8.1.6. **Office location**- the proposed office premises must be located within the Atlantis industrial, as per paragraph 3.1.
- 8.1.7. Only bids from bidders or their duly authorised representatives that attended the compulsory session will be accepted.

## 8.2 PHASE 2 – SITE INSPECTION

A physical site visit will be conducted for the purpose of evaluation and assessment of the premises as outlined in the scope.

Site inspection will include, but not be limited to, the requirements listed in the table below.

Bidders will have to meet all the compliance /mandatory requirements to be evaluated in this phase.

Bidders need to comply with **ALL** the requirements below during the site visit to be evaluated further on Price and Preference.

**The list below does not limit the ASEZ evaluation team from identifying any other defects or misalignments with the scope that may be of concern regarding the property.**

NO	CRITERIA/REQUIREMENTS	COMPLY	
		YES	NO
<b>1.</b>	<b>Security:</b>		
	The building is secured 24 hours, 7days a week. Has access control systems. Security personnel at the entrance. Camera Surveillance.		
<b>2.</b>	<b>Safety &amp; Maintenance Requirements</b>		
	Emergency lighting and exit signage. Fire extinguishers and/or hose reels.		
<b>3.</b>	<b>Accessibility for persons with disabilities:</b>		
	The building can accommodate people with disabilities, main entrance of the building has a disability ramp.		
<b>4.</b>	<b>Backup Power / Alternative power supply</b>		
	The building must have a backup electricity system to ensure continuous operations during power outages. (In the absence of backup electricity, a signed letter confirming the intention to install the backup electricity system within a month of the appointment must be provided during the site inspection).		

4.	Location of premises		
	Proposed office space must be located within the Atlantis Industrial area.		
5.	Confirm actual Floor size-		
	Building/ floor plans must be provided, floor to be measured during the site visit If the office space is more than 850m2, no cost is to be incurred by ASEZ for additional space. <b>A letter to be submitted by the bidder confirming the size of the proposed office space inspected during the site inspection.</b>		
6.	Move in readiness / Condition of the building		
6.1	<b>Building Infrastructure &amp; aesthetics</b> Fully fitted with the required infrastructure and conducive for an office environment- the building must meet the fibre and network connectivity requirements.		
6.2	<b>Kitchen-</b> with adequate space to accommodate fridges and microwaves as well as adequate plug points, and a sink with hot and cold water.  <b># or fully fitted and furnished</b>		
6.3	<b>Ablution facilities-</b> Fully functional ablution facilities- Males and females  <b>Private/individual Offices-</b> Fully fitted with electrical plug points <b>In the event that the premises is not fully functional as per the requirements in this ToR, the minimum that is required is the following;</b>		
6.4	At least six (06) offices, one (01) boardroom, and one (01) training/events room, All of the above must be move-in ready by the occupation date. <b>In addition ,the bidder must provide written confirmation that the premises will be move -in ready within three months to fulfill the requirements of the ToR.</b>		
7.	Additional workspace		
	Open plan / enclosed offices (shared) to accommodate at least 30 people upon occupancy and to accommodate 40 upon completion of any renovations as noted in above.		
8.	Parking		
	Sufficient and secure parking space with a minimum of 10 bays, with additional space to be provided as per the requirements of the ToR.		
9.	Server Room		
	Secured fire-proof space to function as a server room for the server to be installed		
10.	Storage Room		
11.	Secured Safe/fireproof- At least one lockable storage room <b>(fireproof is compulsory)</b>		
	Any other defects or misalignment to the scope identified during the		

	site inspection.	
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### 8.3 PHASE 3: 80/20 PRICE AND PREFERENCE POINTS SYSTEM

Only Bidders that have met the requirements in Phase 2 will qualify to be evaluated in terms of the 80/20 preference points system as per the Preferential Procurement Policy Framework Act, 2000, and the Preferential Procurement Regulations, 2022. Up to 80 points will be awarded for price, and up to a maximum of 20 points will be allocated to the bidder for attaining B-BBEE status level in accordance with the table below.

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

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (WCBD 6.1); and
- B-BBEE Certificate / Affidavit

**The bid will be awarded in accordance with section 2(1)(f) of the PPPFA, and regulations 4 of PPR 2022. The applicable objective criteria is defined below.**

### 8.4 APPLICABLE OBJECTIVE CRITERIA

In addition to the financial offer and preference evaluation, the bidder having the highest points will additionally be reviewed against the following points listed criteria in order to ascertain suitability for award.

The ASEZCo may perform a due diligence exercise on the preferred tenderer. The outcome of the due diligence exercise may be considered as an objective criterion. A due diligence exercise may include, but is not limited to, the following factors;

#### i) Risk assessment & Strategic Alignment

A risk assessment will be conducted to evaluate the suitability of the premises and potential implications for ASEZ occupation if the premises is not move-in ready within the specified timeframe.

Consideration will be given to bidders who are aligned with the ASEZCo strategic objectives.

ii) **Financial Aspects and Risks**

If ASEZCo is likely to suffer substantial financial risks and reputational harm as a result of doing business with the preferred service provider, it may take this into account as part of its risk assessment.

9. **PRICING INSTRUCTIONS**

Bidders submit a fully completed and signed pricing schedule, WBD 3.1. The below must be taken into consideration when costing;

- i. In the event that the building requires minor fit-out, the bidder must provide for a tenant installation allowance.
- ii. ASEZ will pay rentals for the proposed office space of up to 850m<sup>2</sup>. Additional space will be deemed to be provided for free and must not be included in the scheduled price.
- iii. Bidders to indicate the charges for utility, either based on City of Cape Town tariffs or a flat rate.

10. **BRIEFING SESSION**

A compulsory briefing session will be held on **16 September 2025 @ 11h00 AM** at Atlantis Foundries Business Park, William Gourlay Street, Atlantis Industrial. **Only bids from bidders or their duly authorised representatives that attended the compulsory session will be considered.**

11. **DURATION OF CONTRACT**

The agreement will commence on the date of signing and will remain in effect for a period of three (03) years, with an option to extend for a further two years where possible.

12. **BID VALIDITY**

Any bid submitted shall remain valid, irrevocable, and open for written acceptance by ASEZCo for a period of 120 days. Any further conditions that the bidder may introduce will be considered at the sole discretion of ASEZCo.

13. **RETURNABLE DOCUMENTS**

Bidders must submit the documents listed in the table below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s).

Document to be submitted	Disqualification	Description / Instruction
WCBD 1	Yes	<b>Invitation to Bid</b> 1) Authorised representative to sign bid. 2) Complete and sign.
WCBD 3.1 Pricing Schedule	Yes	<b>Pricing Schedule-</b> Submit a detailed pricing proposal.

WCBD 4	No	<b>Declaration of Interest, Declaration of Bidder's Past Supply Chain Management Practices and Certificate of Independent Bid Determination</b> Complete and sign. The bidder must ensure that all pages are complete and that all questions are answered and signed by the Commissioner of Oaths. The WCBD 4 must be within the 12-month validity period Each party participating in a Joint Venture or Consortium must and must provide a WCBD 4 for each party.
<b>Submission of a fully completed WCBD4 form is mandatory. In cases where the form is incomplete, bidders may be granted a limited timeframe to submit the outstanding information. Failure to do so within the specified period will result in the proposal being deemed non-responsive.</b>		
WCBD 6.1	No	<b>Preference Points Claim Form</b> 1) Non-submission will lead to zero (0) score for B-BBEE points. 3) Complete and sign.
BBEE / Sworn Affidavit	No	Non-submission will lead to zero (0) score for B-BBEE points.

#### 14. APPEALS

- 14.1 The appeal period will be open for a period of 14 calendar days subsequent to the awarding of the tender to the successful bidder

#### 15. JOINT VENTURE / CONSORTIUM / TRUST

- 15.1 A joint venture, consortium or trust will qualify for points on evaluation of their B-BBEE status level as a legal entity, provided that the entity submits the requisite B-BBEE status level certificate.
- 15.2 Bidders must submit substantive proof of the existence of joint ventures and/or consortium arrangements. The ASEZCo will accept signed agreements as satisfactory proof for the existence of a joint venture and/or consortium arrangement.
- 15.3 Joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the lead partner. The agreement must also clearly identify the lead partner that is accordingly provided with a power of attorney to bind the other co-parties in all matters pertaining to the joint venture and/or consortium arrangement.

## **16. REGISTRATION ON SUPPLIER DATABASES**

- 16.1 Prospective bidders must be registered on the CSD at the time of bid closure.
- 16.2 All prospective bidding agencies that are not registered on the CSD are requested to self- register on [www.csd.gov.za](http://www.csd.gov.za).
- 16.3 Registration on databases and compliance of tax status will be verified at the time of the award.
- 16.4 Where a bidder is not tax compliant, the ASEZCo will notify the bidder in writing of their non-compliant status and the bidder will be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7-working days.

## **17. CONTRACTUAL ASPECTS**

- 17.1 The contents of this document shall be deemed to constitute the Special Conditions of Contract applicable to this bid and shall be read together with the General Conditions of Contract issued in accordance with Chapter 16A of the Treasury Regulations.
- 17.2 Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.
- 17.3 The bid document, together with the specifications contained in this document, shall constitute part of the Contract.
- 17.4 Bidders shall not perform any work or render any services in terms of the Contract unless in receipt of a written instruction to this effect by the ASEZCo.
- 17.5 The successful bidder may not assign its obligations.
- 17.6 The successful bidder must advise the CFO of ASEZCo immediately when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances as well as the period of delay must be furnished.

## **18. PERFORMANCE VERIFICATION**

- 18.1 The ASEZCo's appointed contract manager or agent verifies that the performance of this contract in terms of services, delivery service, goods, labour and any other element specified in this contract is at the contracted performance level and/or the goods meet the contracted specifications with the represented of the contracted provider. Both parties verify this through signing the verification documentation. Both parties, at this time, agree on quantity, unit cost and total value on the same signed document.

## **19. DISCLAIMER**

- 19.1 The ASEZCo has produced this document in good faith. The ASEZCo, its agents, and its employees and associates do not warrant its accuracy or completeness; make no representation, warranty, assurance, guarantee or endorsements to any third parties concerning the document. The ASEZCo has no liability towards the bidders in connection therewith.
- 19.2 Bidders must make and rely on their own investigations and satisfy themselves as to the correctness of all aspects of the bid. The ASEZCo will not be liable for any incorrect or potentially misleading information in relation to any part of this document and any accompanying bid documents.
- 19.3 The ASEZCo reserves the right not to appoint any contracted partner who does not comply with the conditions of this bid or if information is obtained by the ASEZCo about a bidder that could put the ASEZCo at risk.
- 19.4 The ASEZCo reserves the right to cancel this bid should the budget not be available at the time of award to cover the full quote of this tender or if the need does not exist anymore or the specification has changed.
- 19.5 It must be noted that the Atlantis Special Economic Zone reserves its right to:



- a) Award the tender to a bidder other than the highest scoring bidder where objective criteria allow.
- b) To reject the lowest acceptable tender received; and/or
- c) Cancel this tender.

## **20. ABSENCE OF OBLIGATION**

No legal or other obligation shall arise between bidders and the ASEZCo unless and until the formal appointment documentation has been signed. The ASEZCo is not obliged to proceed with any proposals of any bidder. The ASEZCo also reserves the right to request changes to any proposed consortium.

## **21. COMMUNICATION**

The contracted parties communicate in writing through mail, delivery, or email. The contracted party states the contract number and purchase order number, if the latter is applicable, on communication documentation. The contract party does not act upon any communication without the contract number or must verify such communication with the assigned ASEZCo's contract manager prior to acting upon it.

## **22. CONTRACTED PARTY DUE DILIGENCE**

The ASEZCo has the right to conduct supply chain due diligence including site visits and inspections at any time during the contract period.

## **23. TERMINATION OF CONTRACT DUE TO NON-PERFORMANCE**

In the event of non-performance as per the agreed contract, the ASEZCo will appoint an alternative at the cost of the appointed third party. The defaulting third party is obliged to settle the damages/additional costs that the ASEZCo has incurred as result of the non-performance of the appointed bidder.

## **24. INDEMNITY**

24.1 The successful bidder will indemnify, protect, defend and hold harmless the ASEZCo from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim of any taxes payable by the bidder.
- b) Any claim for Workmen's Compensation Insurance or for any loss for which the bidder is liable.
- c) Any claim by a third party including any employees of the ASEZCo or of the bidder for any loss resulting from any bodily injury and or damages to property by any act or omission of the bidder or any of its employees, servants or agents.

## **25. OCCUPATIONAL HEALTH AND SAFETY WHEN WORKING ON THE ASEZCO'S SITES:**

- 25.1 All personnel performing work on the ASEZCo's site/s as part of this contract are responsible to obtain safety induction.
- 25.2 Over and above the obligations provided by the Act, the contracted party meets with all relevant health and safety instructions as given to them by site safety personnel, where relevant. Personal protection equipment as per ASEZCo of Health's specification, closed safety shoes, hard hats, height safety equipment, and high visibility vests

are worn at all times while on the work site. All personnel are to obey the relevant instructions, including signage, related to restricted access and speed limits on all sites.

- 25.3 The contracted party is responsible for itself, its employees, and those people affected by its operations in terms of the Occupational Health and Safety Act the regulations promulgated in terms thereof (OHS Act No 85 of 1993 and its Regulations, known as 'The Act'). The contracted party performs all the work and uses equipment on site complying with the provisions of the Occupational Health and Safety Act.
- 25.4 The contracted party maintains a health and safety plan complying with the requirements of The Act at the work site during the period that contracted work takes place on the site.
- 25.5 The ASEZCo manages the contracted party in its capacity for the execution of this contract to meet the provisions of the said Act and the regulations promulgated in terms thereof. The contracted party accepts liability for any contraventions of the Act. Each member of the contracted party's team (including sub-contracted personnel), submits a signed indemnity form prior to entering the work site and kept in the contracted party's health and safety file.

## **26. FRONTING**

- 26.1 The ASEZCo supports the spirit of broad based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and garnering opportunities in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the ASEZCo strongly condemns any form of fronting.
- 26.2 The ASEZCo, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries / investigations in determining the accuracy of the representations made in bid documents / proposals. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade Industry and Competition ("dtic"), be determined during such enquiry / investigation, the onus will be on the bidder to prove that the allegation of fronting does not exist. Failure to do so within a period of 14-days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder to conduct business with the public sector for a period not exceeding 10-years, in addition to any other remedies the ASEZCo may have at its disposal and accordingly wish to institute against such bidder concerned.

## **27. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

- 27.1 The ASEZCo reserves the right to disqualify any potential bidding agency who either itself, or through any of its members (save for such members who hold a minority interest in the bidding agency through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of the ASEZCo or any other organ or entity and whether from the Republic of South Africa or otherwise:
  - a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
  - b) Seeks any assistance, other than assistance officially provided by an ASEZCo, from any employee, advisor or other representative of a ASEZCo in order to obtain any unlawful advantage in relation to the procurement or services provided or to be provided to the ASEZCo employees, advisors or other representatives.
  - c) Makes or offers any gift, gratuity, anything of any value or other inducement, to any ASEZCo, employees, advisors

- or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to an entity
- d) Accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to an entity.
  - e) Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, that is contingent upon or results from, the awarding of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to an entity.
  - f) Has in the past engaged in any matter referred to above.
  - g) Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such a bidding agency, member or director's name(s) not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **28. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- 28.1 The bidding agency should note that the terms of its tender will be incorporated in the proposed contract by reference and that the ASEZCo relies upon the bidder's tender as a material representation in making an award to a successful bidding agency and in concluding an agreement with said bidding agency.
- 28.2 It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the ASEZCo against the bidder notwithstanding the conclusion of the SLA between the ASEZCo and the bidding agency for the provision of the service(s) in question. In the event of a conflict between the bidder's proposal and the SLA concluded between the parties, the contents of the SLA will prevail.

## **29. COPYRIGHT AND INTELLECTUAL PROPERTY**

- 29.1 Intellectual property refers to creation of the mind, such as inventions; literary and artistic works; designs; and symbols, names, images used in commerce; and includes copyright (a legal term describing the rights that creators have over their literary and artistic works including books, music, paintings, sculpture and films, to computer programs, databases, advertisements, maps and technical drawings); trademark (a legal term describing a sign capable of distinguishing the goods or services of one enterprise from those of other enterprises); and patents (a legal terms describing an exclusive right granted for an invention providing the patent owner with the right to decide how - or whether - the invention can be used by others).
- 29.2 Background intellectual property is defined as the intellectual property pertaining to this contract, created and owned by any of the contracted parties to this contract prior to the effective date of this contract.
- 29.3 Contract intellectual property is defined as intellectual property created by the parties to this contract for and in the execution of the contract.
- 29.4 All background intellectual property (existing prior to this contract) invests in and remains the sole property of the contracted parties to this contract. Both parties disclose openly such intellectual property ownership to the parties in writing at the commencement of this contract.
- 29.5 The contracted party grants the ASEZCo a fully paid up, irrevocable, and non-exclusive licence to use its background intellectual property for the exploitation of this contract to enable the ASEZCo to obtain the full benefit of the contracted deliverables for this contract.
- 29.6 The parties agree that all right, title, and interest in contract intellectual property created during the execution of this contract invests with the ASEZCo unless where agreed in writing to a different allocation of the ownership of the contract intellectual property with such allocation being appended to this contract.
- 29.7 Both parties to this contract shall keep the intellectual property created during this contract confidential and shall fulfil its confidentiality obligations as set out in this document.

- 29.8 The contracted party agrees to assist the ASEZCo in obtaining statutory protection for the contract intellectual property at the expense of the ASEZCo wherever the ASEZCo may choose to obtain such statutory protection.
- 29.9 The contracted party shall procure where necessary the signatures of its personnel for the assignment of its respective contract intellectual property to the ASEZCo or as the ASEZCo may direct, and to support the ASEZCo or its nominee, in the prosecution and enforcement thereof in any country in the world.
- 29.10 The contracted party irrevocably appoints the ASEZCo to be its true and lawful agent in its own name, to do such acts, deeds, and things and to execute deeds, documents, and forms that the ASEZCo, in its discretion, requires in order to give effect to the terms of this clause.
- 29.11 The third party hereby gives the ASEZCo permission, in terms of the Protection of Private Information Act 4 of 2013, to process, collect, receive, record, organise, collate, store, update, modify, retrieve, alter, consult, use, disseminate, distribute, merge, link, erase or destroy personal information received. By submitting a bid, the third party gives its voluntary explicit consent to the terms of this special condition

### **30. CONFIDENTIALITY**

- 30.1 The recipient of confidential information shall be careful and diligent as not to cause any unauthorised disclosure or use of the confidential information, in particular, during its involvement with the ASEZCo and after termination of its involvement with the ASEZCo, the recipient shall not:
- a) Disclose the confidential information, directly or indirectly, to any person or entity, without the ASEZCo's prior written consent.
  - b) Use, exploit or in any other manner whatsoever apply the confidential information for any other purpose whatsoever, other than for the execution of the contract and the delivery of the deliverables or
  - c) Copy, reproduce, or otherwise publish confidential information except as strictly required for the execution of the contract.
- 30.2 The recipient shall ensure that any employees, agents, directors, contractors, service providers, and associates which may gain access to the confidential information are bound by agreement with the recipient both during the term of their associations with the recipient and after termination of their respective associations with the recipient, not to
- a) Disclose the confidential information to any third party, or
  - b) Use the confidential information otherwise than as may be strictly necessary for the execution of the contract,
  - c) The recipient shall take all such steps as may be reasonably necessary to prevent the confidential information from falling into the hands of any unauthorised third party.
- 30.3 The undertakings set out in this clause shall not apply to confidential information, which the recipient is able to prove:
- a) Was independently developed by the recipient prior to its involvement with the ASEZCo or in the possession of the recipient prior to its involvement with the ASEZCo;
  - b) Is now or hereafter comes into the public domain other than by breach of this contract by the recipient;
  - c) Was lawfully received by the recipient from a third party acting in good faith having a right of further disclosure and who do not derive the same directly or indirectly from the ASEZCo, or
  - d) Required by law to be disclosed by the recipient, but only to the extent of such order and the recipient shall inform the ASEZCo of such requirement prior to any disclosure.
- 30.4 The recipient shall within one (1) month of receipt of a written request from the ASEZCo to do so, return to the ASEZCo all material embodiments, whether in documentary or electronic form, of the confidential information including but not limited to:

- a) All written disclosures received from the ASEZCo;
- b) All written transcripts of confidential information disclosed verbally by the ASEZCo; and
- c) All material embodiments of the contract intellectual property.

30.5 The recipient acknowledges that the confidential information made available solely for the execution of the contract and for no other purpose whatsoever and that the confidential information would not have been made available to the recipient, but for the obligations of confidentiality agreed to herein

30.6 Except as expressly herein provided, this contract shall not be construed as granting or confirming, either expressly or impliedly any rights, licences or relationships by furnishing of confidential information by either party pursuant to this contract.

30.7 The recipient acknowledges that the unauthorised disclosure of confidential information may cause harm to the ASEZCo. The recipient agrees that, in the event of a breach or threatened breach of confidentiality, the ASEZCo is entitled to seek injunctive relief or specific performance, in order to obtain immediate remedies. Any such remedy shall be in addition to and not in lieu of any other remedies available at law, including monetary damages.

### **31. FORCE MAJEURE**

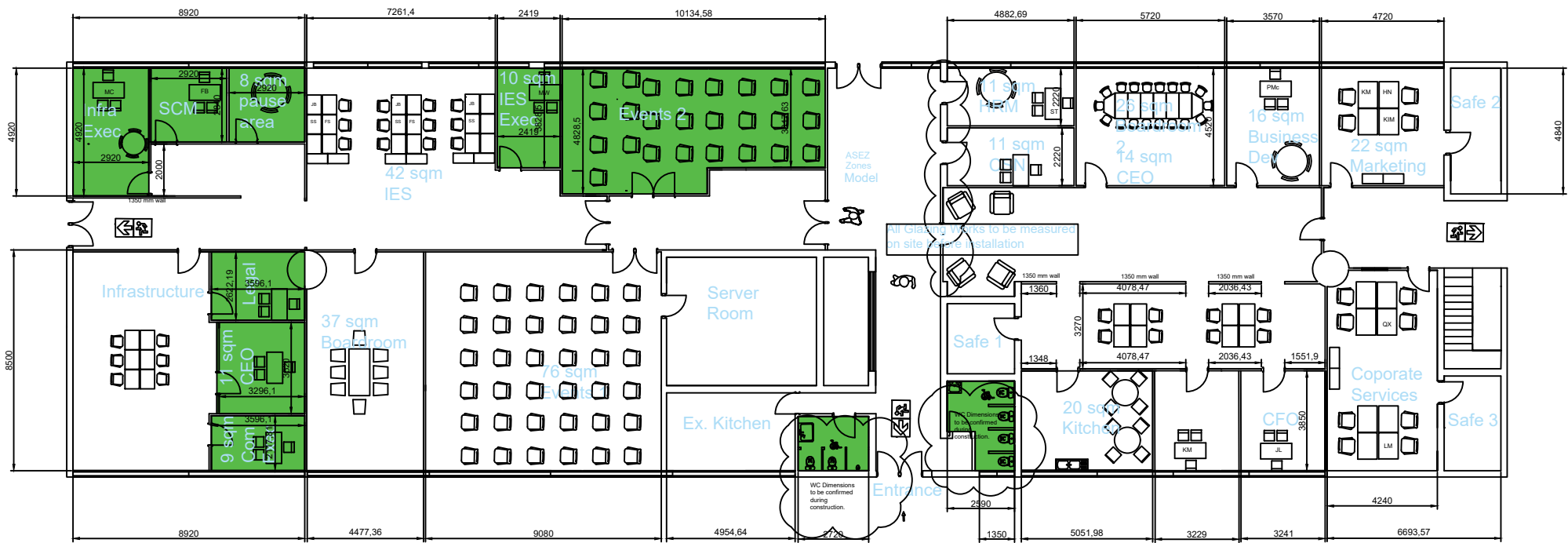
31.1 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

31.2 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, 12 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.

31.3 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.

**End.**

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### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder.....	Bid number <b>ASEZ 001 2025</b>
Closing Time : <b>11:00</b>	Closing date: <b>03 October 2025</b>

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

### PRICING INSTRUCTIONS

Bidders should provide a pricing schedule as per the pricing schedule below. All applicable costs, including future escalation costs to be included.

Year 1,							
No.	Description	Lettable area	Unit	Rent per Month (R) (VAT included)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M <sup>2</sup>				
		*No. of bays					
2.	Parking		Bays				
<b>Total for year 1:</b>							

Year 2,							
No.	Description	Lettable area	Unit	Rent per Month (R) (VAT included)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M <sup>2</sup>				
		*No. of bays					

2.	Parking		Bays				
<b>Total for year 2:</b>							

Year 3							
No.	Description	Lettable area	Unit	Rent per Month (R) (VAT included)	Total rental (excluding VAT) for 12 months	VAT @15%	Total rental (VAT included) for 12 months
1.	Office space		M^2				
2.	Parking	*No. of bays	Bays				
<b>Total for year 3:</b>							

#### SUMMARY

No.	Quantity	Deliverables	Total price (VAT included in Rands)
1.	3-year period	Total rental	
2.	3-year period	Total parking	
3.	Deposit	Deposit payable- If Applicable	
4.	Other Cost	Bidder to specify	
<b>Total cost (VAT and disbursements included) for the full contract period, including applicable escalations.</b>			

**The bidder must provide for a tenant installation allowance.**

**ASEZ will pay rentals for the proposed office space of up to 850m2. Additional space will be deemed to be provided for free and must not be included in the scheduled price.**

**Bidders to indicate the charges for utility, either based on City of Cape Town tariffs or a flat rate**

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Signed on behalf of the bidding entity





## PROVINCIAL GOVERNMENT WESTERN CAPE

### DECLARATION OF INTERESTS, BIDDERS PAST SCM PRACTICES AND INDEPENDENT BID DETERMINATION

1. To give effect to the requirements of the Western Cape Provincial Treasury Instructions, 2019: Supply Chain Management (Goods and Services), Public Finance Management Act (PFMA) Supply Chain Management (SCM) Instruction No. 3 of 2021/2022 - SBD 4 Declaration of Interest, Section 4 (1)(b)(iii) of the Competition Act No. 89 of 1998 as amended together with its associated regulations, the Prevention and Combating of Corrupt Activities Act No 12 of 2004 and regulations pertaining to the tender defaulters register, Paragraph 16A9 of the National Treasury Regulations and/or any other applicable legislation.
2. Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
3. All prospective bidders intending to do business with the Institution must be registered on the Central Supplier Database (CSD) and the Western Cape Supplier Evidence Bank (WCSEB) if they wish to do business with the Western Cape Government (WCG) via the electronic Procurement Solution (ePS).
4. The status of enterprises and persons listed on the National Treasury's Register for Tender Defaulters will be housed on the ePS. Institutions may not under any circumstances procure from enterprises and persons listed on the Database of Tender Defaulters.
5. The status of suppliers listed on the National Treasury's Database of Restricted Suppliers will be housed on the ePS; however, it remains incumbent on institutions to check the National Treasury Database of Restricted Suppliers before the conclusion of any procurement process. For suppliers listed as restricted, institutions must apply due diligence and risk assessment before deciding to proceed with procurement from any such supplier.

#### 6. Definitions

**"bid"** means a bidder's response to an institution's invitation to participate in a procurement process which may include a bid, price quotation or proposal;

**"Bid rigging (or collusive bidding)"** occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and/or services through a bidding process. Bid rigging is, therefore, an agreement between competitors;

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

**“business interest”** means -

- (a) a right or entitlement to share in profits, revenue or assets of an entity;
- (b) a real or personal right in property;
- (c) a right to remuneration or any other private gain or benefit, or
- (d) includes any interest contemplated in paragraphs (a), (b) or (c) acquired through an intermediary and any potential interest in terms of any of those paragraphs;

**“Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

**“Controlling interest”** means, the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise;

**“Corruption”**- General offences of corruption are defined in the Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004) as:

Any person who directly or indirectly -

- (a) accepts or agrees or offers to accept an! gratification from any other person, whether for the benefit of himself or herself or for the benefit of another person; or
- (b) gives or agrees or offers to give to any other person any gratification, whether for the benefit of that other person or for the benefit of another person., in order to act personally or by influencing another person so to act, in a manner—
  - (i) that amounts to the-
    - (aa) illegal. dishonest. unauthorised. incomplete. or biased: or
    - (bb) misuse or selling of information or material acquired in the course of the exercise, carrying out or performance of any powers, duties or functions arising out of a constitutional, statutory, contractual or any other legal obligation:
  - (ii) that amounts to-
    - (aa) the abuse of a position of authority;
    - (bb) a breach of trust; or
    - (cc) the violation of a legal duty or a set of rules;
  - (iii) designed to achieve an unjustified result; or
  - (iv) that amounts to any other unauthorised or improper inducement to do or 45 not to do anything. of the, is guilty of the offence of corruption.

**“CSD”** means the Central Supplier Database maintained by National Treasury;

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**“employee”**, in relation to –

- (a) a department, means a person contemplated in section 8 of the Public Service Act, 1994 but excludes a person appointed in terms of section 12A of that Act; and
- (b) a public entity, means a person employed by the public entity;

**“entity”** means any -

- (a) association of persons, whether or not incorporated or registered in terms of any law, including a company, corporation, trust, partnership, close corporation, joint venture or consortium; or
- (b) sole proprietorship;

**“entity conducting business with the Institution”** means an entity that contracts or applies or tenders for the sale, lease or supply of goods or services to the Province;

**“Family member”** means a person's -

- (a) spouse; or
- (b) child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption or some other legal arrangement (as the case may be);

**“intermediary”** means a person through whom an interest is acquired, and includes a representative or agent or any other person who has been granted authority to act on behalf of another person;

**“Institution”** means –

a provincial department or provincial public entity listed in Schedule 3C of the Act;

**“Provincial Government Western Cape (PGWC)”** means

- (a) the Institution of the Western Cape, and
- (b) a provincial public entity;

**“RWOEE”** means -

Remunerative Work Outside of the Employee's Employment

**“spouse”** means a person's -

- (a) partner in marriage or civil union according to legislation;
- (b) partner in a customary union according to indigenous law; or
- (c) partner with whom he or she cohabits and who is publicly acknowledged by the person as his or her life partner or permanent companion.

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*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

7. Regulation 13(c) of the Public Service Regulations (PSR) 2016, effective 1 February 2017, prohibits any employee from conducting business with an organ of state, or holding a directorship in a public or private company doing business with an organ of state unless the employee is a director (in an official capacity) of a company listed in schedules 2 and 3 of the Public Finance Management Act.
  - a) Therefore, by 31 January 2017 all employees who are conducting business with an organ of state should either have:
    - (i) resigned as an employee of the government institution or;
    - (ii) cease conducting business with an organ of state or;
    - (iii) resign as a director/shareholder/owner/member of an entity that conducts business with an organ of state.
8. Any legal person, or their family members, may make an offer or offers in terms of this invitation to bid. In view of potential conflict of interest, in the event that the resulting bid, or part thereof, be awarded to family members of persons employed by an organ of state, 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 Institution.
9. The bid of any bidder may be disregarded if that bidder or any of its directors abused the institution's supply chain management system; committed fraud or any other improper conduct in relation to such system; disclosure is found not to be true and complete; or failed to perform on any previous contract.
10. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds.
11. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorises accounting officers and accounting authorities to:
  - a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
12. Communication between partners in a joint venture or consortium will not be construed as collusive bidding.

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701***

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*

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

SECTION A DETAILS OF THE ENTITY		
	CSD Registration Number	MAAA
	Name of the Entity	
	Entity registration Number (where applicable)	
	Entity Type	
	Tax Reference Number	

Full details of directors, shareholder, member, partner, trustee, sole proprietor or any persons having a controlling interest with a right or entitlement to share in profits, revenue or assets of the entity should be disclosed in the Table A below.

TABLE A

FULL NAME	DESIGNATION (Where a director is a shareholder, both should be confirmed)	IDENTITY NUMBER	PERSONAL TAX REFERENCE NO.	PERCENTAGE INTEREST IN THE ENTITY

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**SECTION B: DECLARATION OF THE BIDDER'S INTEREST**

The supply chain management system of an institution must, irrespective of the procurement process followed, prohibit any award to an employee of the state, who either individually or as a director of a public or private company or a member of a close corporation, seek to conduct business with the WCG, unless such employee is in an official capacity a director of a company listed in Schedule 2 or 3 of the PFMA as prescribed by the Public Service Regulation 13(c).

Furthermore, an employee employed by an organ of state conducting remunerative work outside of the employee's employment should first obtain the necessary approval by the delegated authority (RWOEE), failure to submit proof of such authority, where applicable, may result in disciplinary action.

<b>B1.</b>	Are any persons listed in Table A identified on the CSD as employees of an organ of state? <b>(If yes, refer to Public Service Circular EIM 1/2016 to exercise the listed actions)</b>	NO	YES
<b>B2.</b>	Are any employees of the entity also employees of an organ of state? <b>(If yes complete Table B and attach their approved "RWOEE")</b>	NO	YES
<b>B3.</b>	Are any family members of the persons listed in Table A employees of an organ of state? <b>(If yes complete Table B)</b>	NO	YES

**TABLE B**

Details of persons (family members) connected to or employees of an organ of state should be disclosed in Table B below.

FULL NAME OF EMPLOYEE	IDENTITY NUMBER	DEPARTMENT/ ENTITY OF EMPLOYMENT	DESIGNATION/ RELATIONSHIP TO BIDDER**	INSTITUTION EMPLOYEE NO./ PERSAL NO. (Indicate if not known)

**If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701**

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**SECTION C: PERFORMANCE MANAGEMENT AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

To enable the prospective bidder to provide evidence of past and current performance.

<b>C1.</b>	Did the entity conduct business with an organ of state in the last twelve months? (If yes complete Table C)	NO	YES
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**C2. TABLE C**

Complete the below table to the maximum of the last 5 contracts.

NAME OF CONTRACTOR	PROVINCIAL DEPARTMENT OR PROVINCIAL ENTITY	TYPE OF SERVICES OR COMMODITY	CONTRACT/ ORDER NUMBER	PERIOD OF CONTRACT	VALUE OF CONTRACT	
<b>C3.</b> Is the entity or its principals listed on the National Database as companies or persons prohibited from doing business with the public sector?					NO	YES
<b>C4.</b> Is the entity or its principals listed on the National Treasury Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)?					NO	YES
<i>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 326 5445.)</i>						
<b>C5.</b> If yes to C3 or C4, were you informed in writing about the listing on the database of restricted suppliers or Register for Tender Defaulters by National Treasury?				NO	YES	N/A
<b>C6.</b> Was the entity or persons listed in Table A convicted for fraud or corruption during the past five years in a court of law (including a court outside the Republic of South Africa)?					NO	YES
<b>C7.</b> Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?					NO	YES

If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701

This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.

**SECTION D: DULY AUTHORISED REPRESENTATIVE TO DEPOSE TO AFFIDAVIT**

*This form must be signed by a duly authorised representative of the entity in the presence of a commissioner of oaths.*

I, ..... hereby swear/affirm;

- i. that the information disclosed above is true and accurate;
- ii. that I have read understand the content of the document;
- iii. that I have arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- iv. that the entity undertakes to independently arrive at any offer at any time to the Institution without any consultation, communication, agreement or arrangement with any competitor. In addition, that there will be no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specification, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates;
- v. that the entity or its representative are aware of and undertakes not to disclose the terms of any bid, formal or informal, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract; and
- vi. that there have been no consultations, communications, agreements or arrangements made with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and that my entity was not involved in the drafting of the specifications or terms of reference for this bid.

.....  
**DULY AUTHORISED REPRESENTATIVE'S SIGNATURE**

I certify that before administering the oath/affirmation I asked the deponent the following questions and wrote down his/her answers in his/her presence:

- 1.1 Do you know and understand the contents of the declaration? ANSWER: .....
- 1.2 Do you have any objection to taking the prescribed oath? ANSWER: .....
- 1.3 Do you consider the prescribed oath to be binding on your conscience? ANSWER:.....
- 1.4 Do you want to make an affirmation? ANSWER: .....
2. I certify that the deponent has acknowledged that he/she knows and understands the contents of this declaration, which was sworn to/affirmed and the deponent's signature/thumbprint/mark was place thereon in my presence.

.....  
 SIGNATURE FULL NAMES Commissioner of Oaths

Designation (rank) ..... ex officio: Republic of South Africa

Date:..... Place .....

Business Address: .....

***If you know of any corrupt, fraudulent or collusive actions in the Institution, please report it by calling the National Hotline 0800 701 701***

*This form must be completed annually. Should the information herein declared change in the course of the year or before the next renewal or in relation to any bid, quotation or contract, it is the entity's responsibility to advise the Institution in writing of the change in such details.*



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND IN TERMS OF THE WESTERN CAPE GOVERNMENTS INTERIM STRATEGY AS IT RELATES TO PREFERENCE POINTS

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 (TENDERERS) MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND THE BROAD BASED BLACK ECONOMIC EMPOWERMENT ACT AND THE CODES OF GOOD PRACTICE**

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### 1. DEFINITIONS

- 1.1 **“acceptable tender”** means any tender which, in all respects, complies with the specifications and conditions of tender as set out in the tender document.
- 1.2 **“affidavit”** is a type of verified statement or showing, or in other words, it contains a verification, meaning it is under oath or penalty of perjury, and this serves as evidence to its veracity and is required for court proceedings.
- 1.3 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 1.4 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 1.5 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 1.6 **“bid”** means a written offer on the official bid documents or invitation of price quotations and **“tender”** is the act of bidding /tendering;
- 1.7 **“Code of Good Practice”** means the generic codes or the sector codes as the case may be;
- 1.8 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 1.9 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 1.10 **"EME"** is an Exempted Micro Enterprise with an annual total revenue of R10 million or less.
- 1.11 **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 1.12 **"Large Enterprise"** is any enterprise with an annual total revenue above R50 million;
- 1.13 **"non-firm prices"** means all prices other than "firm" prices;
- 1.14 **"person"** includes a juristic person;
- 1.15 **"price" means an amount of money tendered for goods or services, and** includes all applicable taxes less all unconditional discounts;
- 1.16 **"proof of B-BBEE status level contributor"** means-
- (a) The B-BBEE status level certificate issued by an authorized body or person;
  - (b) A sworn affidavit as prescribed in terms of the B-BBEE Codes of Good Practice; or
  - (c) Any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 1.17 **QSE** is a Qualifying Small Enterprise with an annual total revenue between R10 million and R50 million;
- 1.18 **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- 1.19 **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 1.20 **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- 1.21 **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- 1.22 **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000);
- 1.23 **"the Regulations"** means the Preferential Procurement Regulations, 2022;

- 1.24 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 11 October 2013;
- 1.25 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 1.26 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

## 2. GENERAL CONDITIONS

- 2.1 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).
- 2.2 Preference point system for this bid:
- (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).*
- 2.3 Preference points for this bid (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
- (b) B-BBEE Status Level of Contribution.
- 2.4 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>

- 2.5 Failure on the part of a bidder to fill in, sign this form and submit in the circumstances prescribed in the Codes of Good Practice either a B-BBEE Verification Certificate issued by a Verification Agency accredited by the South African Accreditation System (SANAS) or an affidavit confirming annual total revenue and level of black ownership together with the bid or an affidavit issued by Companies Intellectual Property Commission, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 2.6 The organ of state 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 organ of state.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 Subject to Section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the **bidder obtaining the highest number of total points** will be awarded the contract.
- 3.2 A tenderer must submit proof of its B-BBEE status level of contributor in order to claim points for B-BBEE.
- 3.3 A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE will not be disqualified but will only score:
- (a) points out of 80 for price; and
  - (b) 0 points out of 20 for B-BBEE
- 3.4 Points scored must be rounded off to the nearest 2 decimal places.
- 3.5 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.6 As per section 2 (1) (f) of the Preferential Procurement Policy Framework Act, 2000, the contract may be awarded to a bidder other than the one scoring the highest number of total points based on objective criteria in addition to those contemplated in paragraph (d) and (e) of the Act that justifies the award to another tenderer provided that it has been stipulated upfront in the tendering conditions.
- 3.7 Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

### 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 4.1 POINTS AWARDED FOR PRICE

##### 4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

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

$P_t$  = Price of tender under consideration

$P_{\min}$  = Price of lowest acceptable tender

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

### 5.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

$$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

or

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 6.1 In terms of WCG interim strategy, 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

- 6.2 An **EME** must submit a valid, originally certified affidavit confirming annual turnover and level of black ownership or an affidavit issued by Companies Intellectual Property Commission
- 6.3 A **QSE that is less than 51 per cent (50% or less) black owned** must be verified in terms of the QSE scorecard issued via Government Gazette and submit a valid, original or a legible certified copy of a B-BBEE Verification Certificate issued by SANAS.
- 6.4 A **QSE that is at least 51 per cent black owned (51% or higher)** must submit a valid, originally certified affidavit confirming turnover and level of black ownership as well as declare its empowering status or an affidavit issued by Companies Intellectual Property Commission.

- 6.5 A **large enterprise** must submit a valid, original or originally certified copy of a B-BBEE Verification Certificate issued by a verification agency accredited by SANAS.
- 6.6 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.
- 6.7 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status level verification certificate for every separate tender.
- 6.8 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

## 7. BID DECLARATION

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

## 8. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPH 6

- 8.1 B-BBEE Status Level of Contribution..... = ..... **(maximum of 20 points)**

***(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 6.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or an affidavit confirming annual total revenue and level of black ownership in terms of the relevant sector code applicable to the tender.***

## 9. SUB-CONTRACTING

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

- 9.1.1 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? **YES/NO** (delete which is not applicable)

- 9.1.2 Sub-contracting relates to a **particular** contract and if sub-contracting is applicable, the bidder to state in their response to a particular RFQ that a portion of that contract will be sub-contracted.

## 10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/ entity: .....

10.2 VAT registration number: .....

10.3 Company Registration number: .....

### 10.4 TYPE OF COMPANY/ FIRM

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

[SELECT APPLICABLE ONE]

10.5 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-BBEE status level of contribution indicated in paragraph 7 above, qualifies the company/ firm for the preference(s) shown and I/we acknowledge that:

- (a) The Western Cape Government reserves the right to audit the B-BBEE status claim submitted by the bidder.
- (b) As set out in Section 13O of the B-BBEE Act as amended, any misrepresentation constitutes a criminal offence. A person commits an offence if that person knowingly:
  - (i) misrepresents or attempts to misrepresent the B-BBEE status of an enterprise;
  - (ii) provides false information or misrepresents information to a B-BBEE Verification Professional in order to secure a particular B-BBEE status or any benefit associated with compliance to the B-BBEE Act;
  - (iii) provides false information or misrepresents information relevant to assessing the B-BBEE status of an enterprise to any organ of state or public entity; or
  - (iv) engages in a fronting practice.
- (c) If a B-BBEE verification professional or any procurement officer or other official of an organ of state or public entity becomes aware of the commission of, or any attempt to commit any offence referred to in paragraph 10.5 (a) above will be reported to an appropriate law enforcement agency for investigation.

- (d) Any person convicted of an offence by a court is liable in the case of contravention of 10.5 (b) to a fine or to imprisonment for a period not exceeding 10 years or to both a fine and such imprisonment or, if the convicted person is not a natural person to a fine not exceeding 10 per cent of its annual turnover.
- (e) The purchaser may, if it becomes aware that a bidder may have obtained its B-BBEE status level of contribution on a fraudulent basis, investigate the matter. Should the investigation warrant a restriction be imposed, this will be referred to the National Treasury for investigation, processing and imposing the restriction on the National Treasury's List of Restricted Suppliers. The bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, may be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied.
- (f) The purchaser may, in addition to any other remedy it may have –
  - (i) disqualify the person from the bidding process;
  - (ii) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (iii) 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; and
  - (iv) forward the matter for criminal prosecution.
- (g) The information furnished is true and correct.
- (h) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 2 of this form.

**SIGNATURE(S) OF THE BIDDER(S):** .....

**DATE:** .....

**ADDRESS:** .....

.....

**WITNESSES:**

1. ....

2. ....