

REQUEST FOR QUOTATION

PROCUREMENT OF A REPLACEMENT ENGINEER FOR BAVIAANSPOORT CORRECTIONAL CENTRE: KITCHEN UPGRADE

Bid No: **INFRA/BAV/2021/003**

Description: **PROCUREMENT OF A REPLACEMENT ENGINEER**

Quotation Issue Date	10 November 2021
Closing Date and Time	26 November 2021 @ 12:00pm
Compulsory Briefing Session	16 November 2021 @15:00pm
Address for submission of RFQ responses into the Tender Box	Glenwood Office Park Cnr Oberon & Sprite Streets Faerie Glen Pretoria 0043 ONLY HARD COPY DOCUMENTS WILL BE ACCEPTED IN A SEALED ENVELOPED PROPERLY MARKED WITH THE QUOTATION NUMBER
Enquiries and Submission to:	Name: Ms. Linnet Barnes email: linnetm@idt.org.za Telephone: 012 845 2000 / 2051 NB: No query shall be allowed 24 hours prior to the closing date and time of this Request for quotation.
Evaluation Criteria	(a) The 80/20 Evaluation System will be used for procuring items with values of R30 000 and above but not exceeding R50 000 000 inclusive of Vat (PPPFA and IDT SCM Policy) Price; and (b) B-BBEE Status Level of Contribution. Certified copy of a B-BBEE certificate issued by a SANAS accredited agency or a sworn affidavit in the prescribed format by the National Treasury for EMEs and QSEs or B-BBEE certificate issued by the Companies and Intellectual Property Commission will be accepted. Service Providers that fail to submit BEEE credentials shall NOT be allocated preference points in line with the PPPF-Act regulations of 2017.

Compulsory Returnable	1. Company Registration Documents (CIPC) 2. Proof of the Directors Professional Registration as Civil Engineer with ECSA of at least 50% 3. List of all shareholders / directors with Original certified copies of their IDs (no older than 6 months from the tender closing date) 4. Valid proof of indemnity (minimum of R1 million) 5. Valid COIDA or Letter good standing with the Department of Labour 6. Duly completed and signed SBD 1 Invitation to bid 7. Duly completed and signed SBD 4 Declaration of Interest 8. Duly completed and signed SBD 6.1 PPPFA regulations claim form 9. Duly completed and signed SBD 8 Declaration of Bidder's past supplier chain management practice 10. Duly completed and signed SBD 9 Certificate of independent Bid determination 11. Attendance to the compulsory briefing meeting
Other documents required before award	1. Proof of Central Supplier Database (CSD) registration – CSD Number 2. Tax Compliance Letter with a unique pin
Briefing meeting	A compulsory briefing meeting will take place 16 November 2021 at Baviaanspoort Correctional Centre. The prison is in the east of Tshwane and is accessed through the provincial road R513. The kitchen is located within the Baviaanspoort Correctional Centre. The GPS coordinates are 25°40'22.47"S and 28°21'44.04"E
Submission documents	Quotations should be hand delivered to: Glenwood Office Park Cnr Oberon & Sprite Streets Faerie Glen Pretoria 0043 Submitted in a Marked Tender Box (Reception) before closing date and time Or Couriered and Submitted in the Tender Box before closing date and time.
Pricing	• Price must include 15% VAT (if you are VAT registered) • Only VAT Registered Vendors may charge VAT • All cost related to the service required must be included • Quotation must be valid for at 60 days



TERMS OF REFERENCE

1. PURPOSE

The Purpose of the RFQ is to appoint a competent civil engineer company to re-place previous professional team to complete the works at Baviaanspoort Correctional Centre: kitchen upgrade.

2. BACKGROUND

The Independent Development Trust is a Schedule 2 Public Entity governed by applicable legislative frameworks and a Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority.

The project achieved sectional completion but still has not reached completion as whole. The previous engineer appointed was not able to provide solutions to the defective works or complete the project.

3. SCOPE OF WORK

The appointed service provider is required to re-assess and to provide the best and more economical solution for the defective works and bring the project to completion.

- 3.1 Verification of the execution of epoxy floors and metal sheet walls by the contractor and bring the project to completion.
- 3.2 Prepare a report/assessment with the root cause of the quality issues of the epoxy floors and the solution to mitigate/correct the defective epoxy floors.
- 3.3 Conclude Stage 6 of the project: Final account and closeout documentation. The Service Provider shall provide "NORMAL" professional services as detailed in the Government Gazette of Structural / Civil Engineering discipline, where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.

NB: There is an existing design report previously done in 2017 hence a re-assessment is required to ascertain the scope of work and condition on site, it will be shared with the successful bidder.

4. TERMS AND CONDITIONS

- Quotations must be hand delivered on or before the quotation closing date and closing time as shown above. No late quotations will be considered.
- Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
- Only authorized representatives of the supplier may duly sign quotations. The IDT will not accept liability for quotations not duly signed.
- The IDT reserves the right to award the quotations in a whole or in part or not to award at all.
- Upon appointment the IDT and the service provider will sign a contract agreement withing 14 days after the award is issued.

5. PRICING

- a) Professional fees for the services will be paid on time basis
- b) Tenderers are to tender the hourly rate for the work (refer to Activity schedule for time-based fee column for pricing; (column A)
- c) **Professional fees shall be calculated as follows for service rendered by the service provider**
 - (i) **The basis of remuneration being a time based fee, the rate tendered for the work in “Activity schedule for time Based Fees” i.e. Tender rate per hour for time based fee multiply by the actual number of hours spent plus Value Added Tax**
- d) **The amount tendered herein in column A is for tender purpose only and will be amended according to the application on the actual number of hours.**
- e) Reimbursable rates for typing, printing and duplicating work, and forwarding charges as set out under number clause (b) of the pricing data above, herein will be paid in full irrespective of the rates tendered as referred to in clause (b) and (d) of the pricing data
- f) Disbursements in respect of all travelling and related expenses (Including all travelling cost, time charges and subsistence allowances related thereto) will not be paid for. Tenderers must make provision for and include all such costs in their tender when calculating the percentage or rates
- g) The site must be visited as often as the works require for the execution of all duties on the project. The service provider must be available at 24 hours' notice to visit the site if so required.

All cost in this regard will be deemed to be included in the applicable fees as stated in clause (b) of the pricing data.

- h) All fees accounts are to be signed by a principal of the service provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions for fee accounts will not be considered for payments.
- i) For all service provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with fee account.
- j) Payment to service provider will be made electronically according to the banking details furnished by the service provider. Any change in such banking details must be communicated to the IDT project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The employer reserves the right to dispute the whole account, any item or part of an item at any time and all the concerns raised by the employer should be addressed by the service provider before any payment can be made by the employer.
- k) Accounts for service rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorized and designated representatives of the service provider and the employer. Payment of accounts rendered will be subject to the checking thereof by the IDT project manager, the employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this contract and make payments on the basis of the balance of the account
- l) The cost of all site personnel will deemed to be included in the applicable fees as stated in clause (b) of this pricing data above. Should the need for supplementary services arise, including but not limited to detail inspection on site during construction stage, the cost thereof should be negotiated with the IDT project manager.
- m) Hourly rates shall be deemed to include overheads and charges in respect of time expended by clerical personnel which shall thereof not be chargeable separately
- n) Set Off: the employer reserves the right to set off any amount payable to the service provider, any sum which is owing by the service provider to the employer in respect of this or any other IDT projects
- o) Typing, printing and duplicating work and forwarding charges
 - Reimbursable rates: The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done except those which must in terms of the relevant manual or other instructions be provided free of charge, shall be reimbursable

at rates applicable at the time if the execution of such work. The document rates for reimbursable expenses as amended from time to time and referred to below is obtainable on the Department of Public Works (DPW) website. <http://www.publicworks.gov.za/> under “documents”, “Consultants Guidelines”

- Typing and Duplicating: if the service provider cannot undertake the work himself, he may have it done by another service provider which specializes in this type of work and he shall be paid the actual cost incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality consent
 - If the service provider undertakes the works himself he shall be paid in respect of actual expenses incurred subject to maximum tariffs per A4 sheet as set out in the “reimbursable expenses”
 - Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, specifications and audit reports. The cost of printed hard copies shall only be paid in respect of documents which will be made available to the to the public such as specifications or where provision or hard covers is specifically approved
 - The typing of correspondence, appendices and covering letters are deemed to be included in the hourly rates paid.
- p) Travelling and subsistence arrangements and tariffs of charges: Notwithstanding the ruling in clause (g) of this pricing data above (regarding disbursements and travelling expenses which will not be paid) when the service provider is requested in writing by or prior approval in writing from the employer to attend specific meetings at any of the employer’s offices or any extra ordinary meetings on site or elsewhere. He will be remunerated from travelling time, disbursements and travelling expenses. Travelling time will be fully reimbursed
- q) General: the most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the employer.
- r) As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.
- s) Where journeys and resultant costs are in the employer’s opinion related to a service provider’s malperformance or failure, in terms of the contract, to properly document or co-ordinate the work or to manage the contract, no claims for such costs will be considered.

- t) Travelling costs: Fees for travelling costs are set out in the “Rates for reimbursable Expenses” from the Department of Public Works
- u) Travelling costs will be refunded for all the distance covered per return trip measured from the office of the service provider appointed
- v) Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimeters, prescribed from time to time and set out in the “Department of Public Works Rates of Reimbursable Expenses”
- w) Hired Vehicles: In cases where use is made of hired vehicles, the most economical sized vehicle available to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. Four track or minibus to accommodate more people), prior approval in writing must be obtained from the IDT project manager
- x) Subsistence Allowance: The subsistence allowance are set out in “Department of Public Works Rates for Reimbursable Expenses”: Only actual costs are payable in respect of absence from the office of less than 24 hours

Price Schedule (attached spreadsheet) below is to be populated by the Service Provider with related fee drivers for evaluation purposes.

TENDERER'S RATES FOR TIME BASED FEE			
(a) Tenderer's rate per hour for Time Based fee	X	(b) Estimated Hours	(a) X (b) Financial Offer by the Tenderer for Time Based Fees
	X	100 hours ⁴	= R (1)
		Total Financial Offer for Time Based Fees	= R (1)
	-	Less Discount in % (1) X discount percentage	= R (2)
		Sub-Total (1) minus (2)	= R (3)
	+	Add Disbursements (Documentation estimate)	= R 20 000 (4)
	+	Add Disbursements (Estimated travelling costs as per traveling table)	= R (5)
		Sub-Total (3) Plus (4) Plus (5)	= R (6)
		Add Vat @ 15% (6) X 15%	= R (7)
		TOTAL OFFER	= R (8)

The Award of this RFO may be subjected to price negotiation with the preferred supplier /service provider

I / We, the undersigned, hereby agree to provide all services at the price quoted and under the Terms and Conditions of Quotation shown in this Invitation Document.

Name:

Authorized Signature: Company

Date:

COMPANY STAMP

1. Travelling: Mileage & Time (Excl. VAT)											
1.1 Vehicle Details:				1.2 Personnel Details							
				Level 1: Senior / Director			Level 2: Junior / Technician				
Vehicle Engine Capacity:				Full Name:				Full Name:			
Vehicle Registration No:				Surname:				Surname:			
Make of Vehicle:				Professional Registration:				Professional Registration:			
Item	Trip (From -To)	Purpose of Trip	Date	Hourly Rate:			Hourly Rate:			Total (M+T) (Excl. VAT)	
				Mileage (Excl. VAT)			Time (Excl. VAT)				
				Distance	Rate (Excl. VAT)	Amount (M)	Hours	Rate (Excl. VAT)	Amount (T)		
1		Site assessment & verification of the works (5 trips)									
2		Site meetings (5 trips)									
3		Client meetings at IDT offices (3 trips)									
1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL											
NOTE: Google Maps print-out of route and mileage travelled from Office to Project to be attached, Mileages without Google Maps Print-out will not be considered The above table is a guide with the estimated total of 13 trips and the service provider must issue a detail breakdown of trips individually with 13 rolls to show the detail disbursements calculations											

Note that to keep a comparative approach we have estimated the Documentation cost at R 20 000 and you are required to provide the estimated traveling cost only with the guideline provided in the table above. Remember that disbursements will be paid on actual proven cos

6. CONTRACT DATA

The Service Provider is advised to read the CIDB Standard Professional Services Contract 3rd Edition of CIDB document 1014 contract in order to understand the implications of this Data which is required to be completed.

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

This services contract is based upon the CIDB Standard Professional Services Contract, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the CIDB Standard Professional Services Contract.

Clause	Amendments
1	DEFINITIONS Delete and replace the following to the Clause 1 “Definitions”: Contract Shall include the latest CIDB Standard Professional Services Contract, Form of Offer, Accepted Proposal, Offer of Appointment, Standard Condition of Bid, Special Condition of Contract, the Scope of Work, the Price Data and any relevant addendum to the Bid Document issued by the employer prior to the closing date of the bid and any document referred to in the above-mentioned documents. Scope of Work Shall be, over and above the services specified in Part C3 of this document; include assisting and/or providing professional support, at no extra costs to the Employer, for Mediation and/or Arbitration and/or Litigation, where the nature of dispute falls within the scope of work or services of the Service provider in terms of the Main Contract. Add the following definitions under Clause 1 “Definitions”: Base Town Means the town closest to the project site between the Service providers’ bidding office and the IDT’s regional office managing the project. Confidential Information Means information disclosed by the Disclosing Party that (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and technical knowledge, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party disclosing Confidential Information is referred to as the “Disclosing Party” and the Party

Clause	Amendments
	receiving the Confidential Information is referred to as the “Recipient” or “the Receiving Participant. <u>Duration of the Contract:</u> The Period of contract shall be from the start date until the Service Provider has completed all Deliverables in accordance with the Scope of Services. Force Majeure: means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing. Signature Date: Means the date of signing this Contract by the last Party
3.7	CONFIDENTIAL INFORMATION Delete and replace Clause 3.7 with the following: 3.7.1 From time to time during the duration of this Contract, Confidential Information may be given by one Party to this Contract (“the Disclosing Party”) to the other Party (“the Recipient”). 3.7.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party’s written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Contract. 3.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract. 3.7.4 Notwithstanding clause 3.7.1 the Receiving Party may disclose Confidential Information: 3.7.4.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 3.7 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Contract. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or

Clause	Amendments
	3.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 3.7.5 below. 3.7.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement. 3.7.6 The contents and the existence and the scope of this Contract are Confidential Information. 3.7.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Contract then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use. 3.7.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Contractor not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Contract. 3.7.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Contract will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party. 3.7.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Contract. 3.7.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof. 3.7.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause 3.7.2 and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable

Clause	Amendments
	relief for any threatened or actual breach of any such provision buy the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause 3.7.2 .
3.8	VARIATIONS
3.8.4	Add clause 3.8.4 3.8.4 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
3.8.5	Add clause 3.8.5 3.8.5 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
3.12	PENALTY Replace Clause 3.12.1 with the following: 3.12.1 If due to his negligence, or for reason within his control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his other remedies under de contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.
4	EMPLOYER'S OBLIGATIONS Add sub-clause 4.7, 4.8 and 4.9 4.7 The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services) 4.8 Notwithstanding the provision of the Contractor Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except

Clause	Amendments
	under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall notify the employer of this kind of deviation or variation as soon as it is practically possible. 4.9 Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.
5	SERVICE PROVIDER'S OBLIGATIONS
5.3	Designated Representative Add sub clauses 5.3.1: 5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the relevant council.
5.4	Insurance to be taken by the Services Provider Add sub clauses 5.4.3 to 5.4.7: 5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity in the amount of at least R3 000 000.00 (Three Million Rand) or twice your estimated fees, whichever is the highest, and shall within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider. 5.4.4 In the case of a Consortium or Joint Venture, each member of the Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clause 5.4.3 above. 5.4.5 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a certificate of insurance. 5.4.6 The service provider hereby cedes and assigns his right to claim, under its professional indemnity insurance policy to the IDT for the duration of the Service provider's liability. The cession of rights to the IDT does not preclude the service provider from claiming directly from its insurances. 5.4.7 The employer may, at any time during the course of the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.

Clause	Amendments
5.5	Service Provider 's actions requiring Employer's prior approval Add the sub-clause 5.5.1 and 5.5.2 5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer. 5.5.2 In the case where the Service provider is the Principal Agent or Project Manager, the Service Provider shall only certify the contractor's interim payment certificate after the 'statement of amounts certified' (certification of work) has been reviewed and signed-off by the IDT's designated official (Programme Implementation Manager or Programme Manager).
5.8	Registration with the Central Supplier Database Add clause 5.8 4.8 Services providers are required to provide proof of registration with the Central Supplier Database (CSD) from National Treasury. The services providers shall ensure that their registration stays valid in the CSD during the duration of the contract.
8.4	TERMINATION
	FORCE MAJEURE Delete sub-clause 8.3.3
8.4.1(c)	Amend default notice period from 30 days to 14 days.
8.4.1(d)	Delete clause 8.4.1(d) and replace it with the following: (d) In the event that either party:- i. commits an act of insolvency; or ii. is placed under a provisional or final winding-up or judicial management order; or iii. is placed under or applied for business rescue; or iv. makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third arty without the written consent of either party; or v. the Service provider is not professionally registered or changes directorship during the course of the project, resulting in the contravention of any professional statutory requirement; or vi. fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,
8.4.1.(f)	Add clause 8.4.1(f) with the following: (a) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.
8.4.2	Amend default notice period from 30 days to 14 days.
8.4.4	Delete clause 8.4.4 and replace it with the following:

Clause	Amendments
	8.4.4 Upon termination of this contract pursuant to clauses 8.4.1 or 8.4.3, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.
8.4.6	Add Clause 8.4.6 8.4.6 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option – 8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or 8.4.6.2 to suspend further payments to the Service Provider; or 8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or. 8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice 8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.
8.4.7	Add Clause 8.4.7 8.4.7 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if – i. it is capable of being remedied, but is not so remedied within the Notice Period; or ii. it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.
8.4.8	Add Clause 8.4.8 8.4.8 Should Employer give notice of termination of this Contract in terms of this clause 8.4 then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.

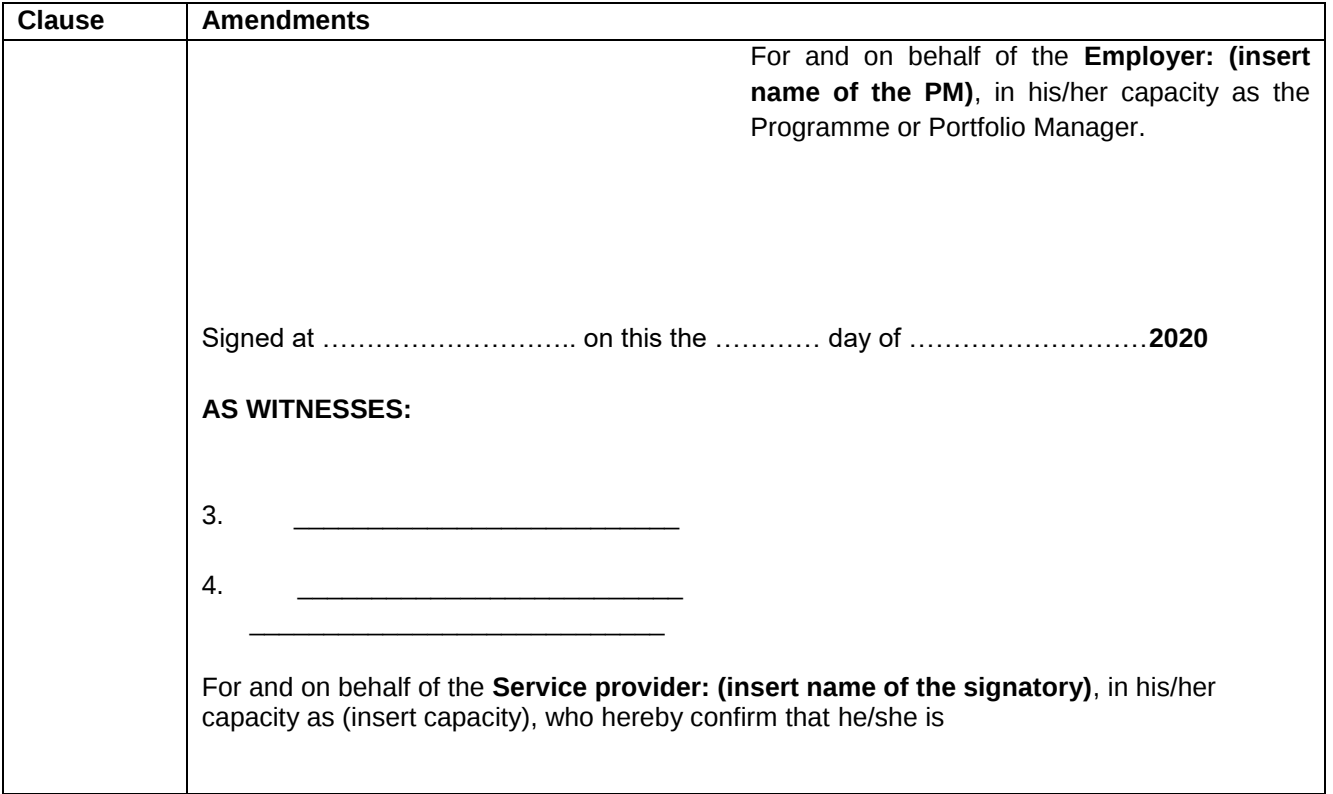
Clause	Amendments
8.5	SUSPENSION Delete clause 8.5.2 and replace with the following clauses; 8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3. 8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.
9	OWNERSHIP OF DOCUMENTS AND COPYRIGHT Delete clause 9 and replace with the following: 9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client. 9.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the course of the Service provider's appointment in terms of this Contract will vest in the Employer. 9.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.
10	SUCCESSION AND ASSIGNMENT Add the sub-clause 10.6 10.6 Neither party shall assign and/or cede its rights and/or obligations without the written consent of the other party, which consent shall not be unreasonable withheld.
12	RESOLUTION OF DISPUTES
12.1	Settlement Delete clause 12.1 and replace it with the following clauses: 12.1.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent,

Clause	Amendments
	follow the Mediation and/or Arbitration procedure as set out in clause 12.3 and 12.4 below. 12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.
12.2	12.2 Negotiation Delete sub-clause 12.2 (Mediation) and replace it with the following clauses: 12.2.1 Should any dispute, disagreement claim arise between the parties (“the dispute”) concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation. 12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.
12.3	12.3 Mediation Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses: 12.3.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party. 12.3.2 Prior to litigation in terms of clause 12.1.2 above or submission of dispute to arbitration in accordance with clause 12.4 below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator. 12.3.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted. 12.3.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty one (21) days of his appointment. 12.3.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.

Clause	Amendments
	12.3.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.
12.4	12.4 ARBITRATION Delete sub-clauses 12.4 and replace it with the following clauses 12.4.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause 12.2 above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA. 12.4.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute. 12.4.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration. 12.4.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief. 12.4.5 Any arbitration in terms of this clause 12.4 (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration. 12.4.6 This clause 12 will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract. 12.4.7 The Parties agree that the written demand by a party to the dispute in terms of clause 12.4.1 that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969. 12.4.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account. 12.4.9 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of

Clause	Amendments
	payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party. 12.4.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.
13	LIABILITY
13.4	Duration of Liability Delete clause 13.4 and replace it with the following: 13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.
13.5	Limit of compensation Delete clause 13.5.1 and replace it with the following: 13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.
14	REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER
14.2	Delete second paragraph of 14.2 and replace it with the following: Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within fifteen (15) days from the due date. Add sub-clauses 14.5 to 14.14: 1.5 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense. 1.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable. 1.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.

Clause	Amendments
	1.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services. 1.9 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the employer. 1.10 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees. 1.11 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing. 1.12 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received. 1.13 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired. 1.14 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.
A9 – A20	
	SIGNATURE OF THE PARTIES Signed at on this the day of2020 AS WITNESSES: 1. _____ For and on behalf of the Employer: (insert name of the RGM), in his/her capacity as the Regional General Manager. 2. _____



7. SBD COMPULSORY DOCUMENTS:

SBD 1 PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	INFRA/ BAV/ 2021/003	CLOSING DATE:	26 NOVEMBER 2021	CLOSING TIME:	12:00pm
DESCRIPTION	PROCUREMENT OF A REPLACEMENT ENGINEER FOR BAVIAANSPOORT CORRECTIONAL CENTRE: KITCHEN UPGRADE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
INDEPENDENT DEVELOPMENT TRUST					
CNR OBERON & SPRITE STREETS					
FAERIE GLEN					
0043					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Linnet Barnes		CONTACT PERSON	Ms Linnet Barnes	
TELEPHONE NUMBER	012 845 2000		TELEPHONE NUMBER	012 845 2000	
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	linnetm@idt.org.za		E-MAIL ADDRESS	linnetm@idt.org.za	
SUPPLIER INFORMATION					
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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ 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:

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
 - 2.2 Identity Number:
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
 - 2.4

Company	Registration	Number:
.....		
 - 2.5

Tax	Reference	Number:
.....		
 - 2.6

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

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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



2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, **YES/NO**
 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?

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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



4 DECLARATION

I, _____ THE _____ UNDERSIGNED
(NAME).....CERTIFY THAT THE
INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

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, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of between R30 000 up to R50 000 000 (all applicable taxes included); and

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

POINTS

1.3.1.1 PRICE 80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION 20

Total points for Price and B-BBEE must not exceed 100

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

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

2. DEFINITIONS

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

- 2.11 **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 **“sub-contract”** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2. POINTS AWARDED FOR PRICE**

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	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 bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

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

- 2.1 4.1 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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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:.....
 - 2.7 Identity Number:.....
 - 2.8 Position occupied in the Company (director, shareholder etc.):.....
 - 2.9 Company Registration Number:.....



2.10 Tax Reference Number:.....

2.11 VAT Registration Number:.....

* "State" means –

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

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

3.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:
Name of state institution to which the person is connected:
Position occupied in the state institution:

Any other particulars:

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

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

3.8.1 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?

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 the bidder and any person



employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....

YES / NO

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

2.11.1 If so, furnish particulars:

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

YES / NO

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

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

.....
Signature Date

.....
Position Name of bidder

.....
Position Name of Bidder

Js914w 2

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Number and Description)

(Bid

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not
no consultation, communication, agreement or arrangement with any competitor ³ be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been regarding:

- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
 - (g)
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications
 9. and conditions or delivery particulars of the products or services to which this bid invitation relates.
 10. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
 11. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Signature: Date:

Position:

Name of Bidder:

Terms of Reference for the appointment of a service provider to render: