the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

the dtic, 77 Meintjies Street, Sunnyside, Pretoria
Tel (012) 394 5000

The Manager

……………………………………

……………………………………

……………………………………

……………………………………

Sir/Madam

SERVICE: BID dtic 03/24-25: APPOINTMENT OF A MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER TO ASSIST the dtic IN PREPARATION FOR, DURING AND AFTER THE HANDOVER OF THE PUBLIC PRIVATE PARTNERSHIP (PPP) CONTRACT POST 2028 REGARDING the dtic CAMPUS FOR A PERIOD OF FIVE (5) YEARS, THREE (3) MONTHS.

the dtic requires services as described per attached bid invitation, and you are requested to complete the bidding documents and to submit it in accordance with the under-mentioned stipulations:

- The conditions contained in the attached documents apply.
- The tender must be submitted in a sealed envelope with the **name and address of the tenderer with the tender number and closing date indicated on the envelope**. If the two-envelope system is required in the Terms of Reference, the same action must be followed on both envelopes. The cover or envelope must not contain documents relating to any tender other than that shown on the cover or envelope.
- ***Tenders submitted per mail must be sent per registered mail. The tender must still reach this office before the closing time. Failure to do so will invalidate the bid.***
- The closing date of the tender will be at **11h00 on 17 September 2024** and your tender will be valid for a period of **120 days** after closing date (up to and including 15 January 2025).
- **COMPULSORY BRIEFING SESSION WILL BE HELD:**

  Date: 03 September 2024

  Time: 10h00

  Venue: the dtic Campus, 77 Meintjies Street, Sunnyside, Pretoria, Block D, Ground Floor, Boardroom DG 16.

BIDDERS TO TAKE NOTE THAT REGISTRATION WILL TAKE PLACE FROM 09H45 TO 10H15. THEREAFTER THE REGISTER WILL BE REMOVED AND ONLY BIDDERS WHOSE NAME APPEAR ON THE COMPULSORY BRIEFING SESSION MEETING REGISTER AND WHO SUBMIT THE COMPULSORY REGISTRATION FORM (SEE PAR. 19.3.1 IN TERMS OF REFERENCE) TOGETHER WITH THEIR FUNCTIONAL PROPOSAL WILL BE ALLOWED TO SUBMIT BIDS FOR THIS REQUIREMENT. NON-COMPLIANCE WILL LEAD TO AUTOMATIC DISQUALIFICATION.

- The attached forms/documents, if completed in detail and returned, will form part of your tender.
- **All communication regarding this tender must be done in writing**.

You are advised to acquaint yourself with the contents of the attached General Conditions of Contract as well as terms of reference.

It will be expected of the successful bidder to sign a Service Level Agreement at this office as soon as possible, after being notified of the acceptance of his/her tender.

NB: BIDS NOT SUBMITTED ON THE DUE DATE AND TIME IN THE BID BOX OF the dtic AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

Yours faithfully

YVETTE CRONJE

Signed By:YVETTE CRONJE
Signing Date:2024-08-21 10:57:58 +02:00
Reason:Witnessing YVETTE CRONJE

…………………………………………………..

DEPUTY DIRECTOR: TENDERS

DATE: 21/08/2024

the **dtic**

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

POPIA CONSENT FORM

The Bidder and the proposed team/ individuals proposed by the Bidding entity to perform work in line with the requirements stipulated in this tender document, hereby give their consent to **the dtic** and its Officials involved in the evaluation / recommendation / award / drafting of SLA / verification of submissions and advertising of results of bid in line with National Treasury Instructions, to process our personal information for all purposes related to this tender process and possible subsequent contract, in accordance with the provisions of the Protection of Personal Information Act.

………………………………	..…………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE: TENDER NO: dtic 03/24-25

CLOSING TIME: 11:00 CLOSING DATE: 17 SEPTEMBER 2024

BIDS NOT SUBMITTED ON THE DUE DATE AND TIME AND BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

BID dtic 03/24-25: APPOINTMENT OF A MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER TO ASSIST the dtic IN PREPARATION FOR, DURING AND AFTER THE HANDOVER OF THE PUBLIC PRIVATE PARTNERSHIP (PPP) CONTRACT POST 2028 REGARDING the dtic CAMPUS FOR A PERIOD OF FIVE (5) YEARS, THREE (3) MONTHS.

The SBD 1, SBD 3.3, SBD 4, SBD 6.1 FORMS MUST BE COMPLETED AND SIGNED IN THE ORIGINAL THAT IS IN INK – PHOTOCOPIED SIGNATURES OR OTHER SUCH REPRODUCTION OF SIGNATURES MAY INVALIDATE YOUR BID.

BID DOCUMENTS MUST BE POSTED TO:
Department of Trade, Industry and Competition
Private Bag x 84
PRETORIA
0001
FOR ATTENTION: YVETTE CRONJE (Block B)

OR

HAND DELIVERED BIDS / BIDS SENT BY COURIER:
THE BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX WHICH IS IDENTIFIED AS THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION the dtic, 77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS) SUNNYSIDE, PRETORIA
please see picture of entrance >

SUBMIT ALL BIDS ON THE ORIGINAL FORMS

BIDS SUBMITTED ELECTRONICALLY VIA EMAIL OR ANY OTHER SIMILAR APPARATUS WILL NOT BE ACCEPTED FOR CONSIDERATION.

BIDDERS MUST ENSURE THAT BIDS ARE DELIVERED TO THE CORRECT ADDRESS AND PLACED IN THE BID BOX OF the dtic. IF THE BID IS LATE / NOT PLACED IN THE BID BOX OF the dtic ON CLOSING DATE AND TIME IT WILL NOT BE ACCEPTED FOR CONSIDERATION.

CHECKLIST FOR BIDDERS

Please indicate "Yes" / "No" adjacent to each column. This is to ensure that bidders complete, sign and submit all the required documentation.

BID REQUIREMENT	REFERENCE	YES / NO
Did you submit the **COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE** Failure to submit this certificate together with the bid in the functional proposal envelope **WILL LEAD TO AUTOMATIC DISQUALIFICATION**.	Par. 20 of the Terms of Reference	
Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with effect of 1 April 2016 for bidders to be considered for bids. Are you registered on the Central Supplier Database of National Treasury? **Non-compliance will lead to automatic disqualification.**	Par. 3.3 of National Treasury's SCM Instruction no 4A of 2016/2017	
Bidders must ensure that their tax matters are in order in line with the Treasury Regulations and reflect accordingly on the CSD. **Bidder's whose tax matters are not declared to be in order will automatically be disqualified**. **Are your tax matters in order?**	**Treasury Regulation 16 A9.1. (d).**	
Did you complete and sign the **POPIA** Consent form	**POPIA Consent**	
Did you complete and sign the **SBD 1** form	**SBD 1** (Invitation to bid)	
Did you complete the **SBD 3.3** pricing schedule in full. **Failure to complete this document in full, and as per the stipulated requirements may lead to the disqualification of a proposal due to the necessity of having comparative prices**.	**SBD 3.3** (Pricing)	
Two-envelope / file format will apply. Did you submit your financial proposal in a separate file / envelope, and did you ensure that there is **NO** financial information in your functional proposal? **Non-compliance will lead to automatic disqualification**	Two envelope / file Par. 19.2 in Terms of Reference	
Did you complete and sign the **SBD 4** form	**SBD 4** (Bidders disclosure)	
Did you complete and sign the **SBD 6.1** form with required proof to substantiate any claims for preferential procurement goals? **No points will be allocated if claims, certificates / affidavits / proof to substantiate claims are not in line with the prescripts.**	**SBD** 6.1 (Preference Points Claim) completed in full, and evidence submitted.	

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF TRADE INDUSTRY AND COMPETITION (the dtic)					
BID NUMBER:	**dtic 03/24-25**	CLOSING DATE:	**17 SEPTEMBER 2024**	CLOSING TIME:	**11:00 am**
DESCRIPTION	**APPOINTMENT OF A MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER TO ASSIST the dtic IN PREPARATION FOR, DURING AND AFTER THE HANDOVER OF THE PUBLIC PRIVATE PARTNERSHIP (PPP) CONTRACT POST 2028 REGARDING the dtic CAMPUS FOR A PERIOD OF FIVE (5) YEARS THREE (3) MONTHS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION (the dtic) **77 MEINTJIES STREET (CORNER OF MEINTJIES AND ROBERT SOBUKWE STREETS), SUNNYSIDE, PRETORIA**					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Ms. Yvette Cronje	CONTACT PERSON	Ms. Analize Jooste
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	YCronje@thedtic.gov.za	E-MAIL ADDRESS	AJooste@thedtic.gov.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
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 PART B:3]	

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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT AS WELL AS THE SCM POLICY OF **the dtic**.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) AND SLA.**
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 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)

NAME AND SURNAME: ……………………………………………………

DATE: ………………………………………

Annexure A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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8. Inspections, tests and analysis
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

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

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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

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

6. Patent rights

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1	No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1	The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1	The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade, Industry and Competition shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

1 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.

Full Name	**Identity Number**	**Name of State institution**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

…………………………………………………………………………………

…………………………………………………………………………………

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

……………………………………………………………………………….

……………………………………………………………………………….

3 DECLARATION

I, (name and surname) ………………………………………………………… the undersigned, in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, 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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder 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 the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

2 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.

3.7 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…………………………………	..………………………………………………
Signature	Date
…………………………………	………………………………………………
Position	Name of bidder

PRICING SCHEDULE

(Professional Services)

NAME OF BIDDER: ………………………………………………………………………	BID NO: **dtic** 03/24-25
CLOSING TIME: **11:00**	Closing date: **17 September 2024**

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

DESCRIPTION

Multidisciplinary Engineering Service Provider to assist **the dtic** in preparation for, during and after the handover of the Public Private Partnership (PPP) contract post 2028 regarding **the dtic** campus for a period of five (5) years three (3) months.

1. The bid price is based on hourly rates of the proposed team and must be quoted in South African currency (i.e. South African Rand) and be inclusive of VAT, **all applicable taxes and all disbursement costs. Bid prices must be in line with the requirements stipulated under paragraph 16 in the Terms of Reference.

2. The average hourly rate will be used for price comparison purposes in the 80/20-point system.

3. PROFESSIONAL DISCIPLINES — HOURLY RATE QUOTED IN RSA CURRENCY (VAT, **all applicable taxes and all disbursement cost incl.)

3.1 Project Manager/Team Leader	R----------------------- / hour
3.2 Civil and Structural Engineering	R----------------------- / hour
3.3 Architect	R----------------------- / hour
3.4 Quantity Surveyor	R----------------------- / hour
3.5 Electrical Engineer	R----------------------- / hour
3.6 Mechanical Engineer	R----------------------- / hour
3.7 Fire Engineer	R----------------------- / hour
3.8 Health, Safety, quality and environmental Consultants	R----------------------- / hour
3.9 Facilities Manager/Operations Manager	R----------------------- / hour
3.10 ICT Specialist	R----------------------- / hour
3.11 Human Resource Specialist	R----------------------- / hour

Total Average hourly rate for price comparison purposes (Sum of 3.1 to 3.11 / 11):

R ……………………………………

Name of Bidder: …….

5. Hourly rate price increases will be allowed annually on the birthday of the contract based on escalations as prescribed by the specific profession regulating the specific industry (e.g. SAICA rates for Auditors / ECSA rates for Engineers) **OR** Consultant rate increase as determined by DPSA **OR** Consumer Price Index (CPI) increase not exceeding the annual consumer price inflation for that specific period.

5.1 The basis used for hourly rates quoted in this tender must also be the basis used for price escalation requests during the contract period. E.g. if DPSA hourly rates are used to quote pricing for this tender then only DPSA hourly rate increase applications will be considered valid proof for application of a price increase unless CPI is indicated as the basis for increase.

5.2 During the contract period, price escalation requests must be submitted **<u>one month prior</u>** to the effective increase date and proof for the price escalation request must be valid and submitted with the price increase request. **the dtic** reserves the right to not accept a price increase request if no valid or reasonable evidence to substantiate the claim is presented or not presented on time.

6. Travel expenses and parking will NOT be for the account of **the dtic**.

7. Period required for commencement with project after acceptance of bid ……………………………………

**** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 **Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed**.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"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; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below. *Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)

The specific goals allocated points in terms of this tender	Number of points allocated per goal (80/20 system)	Indicate whether the points allocated for this goal is claimed with a clear YES / NO against each goal	Number of points claimed (80/20 system) (To be completed by the tenderer)
BEE Compliance: Based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant point qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	**10**		
Local Procurement: The stimulation of the local economy by procuring from enterprises located within the borders of South Africa (All Provinces are therefore included)	**6**		
HDI: Black People/Women/Disabled People	**2**		
SMME's: The promotion of small businesses as defined in the National Small Business Act, 1963 (Act 102 of 1996 and the Amendment Act, Act 29 of 2004).	**2**		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm………………………………………………………………….

4.3. Company registration number: ……………………………………………………...

4.4. 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
[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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; and

(e) forward the matter for criminal prosecution, if deemed necessary.

The following proof to substantiate preferential claims is required and MUST be submitted together with your bid proposal:

4.6 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53of 2003 as amended by Act 46 of 2013): Valid Certified B-BBEE certificate **OR** Valid Certified CIPC B-BBEE certificate **OR** Valid Certified Sworn Affidavit.

4.7 For claims based on Local Procurement (Provincial): Proof of address (municipal rates account **OR** bank statements **OR** lease agreement **OR** certified affidavit).

4.8 For claims based on HDI (Race, Women or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report and a letter from a specialist / doctor certifying disability must be submitted to substantiate claims based on disability.

4.9 For claims based on Small Medium Micro Enterprises (SMME's): SARS return indicating annual turnover **OR** Certified Sworn Affidavit.

4.10 **Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, may be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated**.

4.11 Bidders that choose to claim preference points must do so by completing the SBD 6.1 and provide the necessary proof to substantiate the claim(s) at the time of submitting the bid proposal in the functional proposal envelope. **It is the responsibility of the bidder to attach the relevant proof for each goal claimed to the SBD 6.1 form. FAILURE TO DO SO MAY RESULT IN NO POINTS ALLOCATED FOR PREFERENTIAL GOALS**.

…………………………………………

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ………………………………………………………

DATE: ………………………………………………………

ADDRESS: ………………………………………………………

………………………………………………………

………………………………………………………

………………………………………………………

COMPULSORY BRIEFING SESSION ATTENDANCE CERTIFICATE

BID dtic 03/24-25: APPOINTMENT OF A MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER TO ASSIST the dtic IN PREPARATION FOR, DURING AND AFTER THE HANDOVER OF THE PUBLIC PRIVATE PARTNERSHIP (PPP) CONTRACT POST 2028 REGARDING the dtic CAMPUS FOR A PERIOD OF FIVE (5) YEARS, THREE (3) MONTHS.

This certificate serves to confirm that the representative of the below mentioned company attended the compulsory briefing session on **3 September 2024** as required for the above-mentioned tender as issued by the Department of Trade, Industry and Competition (**the dtic**).

On behalf of the company

Name of Representative: ___________________________

Company Name: __________________________________

Contact Number: ______________________

Signature: ____________________

Date: ____/____/2024

Department of Trade, Industry and Competition confirmation:

Name of official: Maselebale Moeng

Position: Acting ASD: Bid Office

Signature: ____________________________

Date:03/09/2024

(This certificate must be attached to your bid proposal in the functional envelope on submission)

OFFICIAL STAMP

the dtic
Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

Private Bag PRETORIA, 0001 , **the dtic** Campus, 77 Meintjies Street, Sunnyside, 0002, Tel: (012) 394 0000 **the dtic** Customer Contact Centre local: 0861 843 384 International: +27 12 394 9500, www.thedti.gov.za

THE TERMS OF REFERENCE

TO INVITE BIDS FOR THE APPOINTMENT OF A MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER TO ASSIST the dtic IN PREPARATION FOR, DURING AND AFTER THE HANDOVER OF THE PUBLIC PRIVATE PARTNERSHIP (PPP) CONTRACT POST 2028 REGARDING the dtic CAMPUS FOR A PERIOD OF FIVE (5) YEARS THREE (3) MONTHS.

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ACRONYMS

Acronyms relevant to this document include:

Acronym	Definition
CV	Curriculum Vitae
ECSA	Engineering Council of South Africa
FM	Facilities Management
GTAC	Government Technical Advisory Council
HVAC	Heating, Ventilation and Air Conditioning
NDPWI	National Department Of Public Works And Infrastructure
OHS	Occupational Health and Safety
PEP	Project Execution Plan
PPP	Public Private Partnership (Agreement)
SACAP	South African Council for Architectural Profession
SACPCMP	South African Council for the Project and Construction Management Profession
SACQSP	South African Council of Quantity Surveying Profession
SAFMA	South African Facilities Management Association
SMME	Small & Medium Enterprises
the dtic	The Department of Trade, Industry and Competition
TOR	Terms of Reference
Treasury	National Treasury

REQUEST FOR PROPOSAL:

NOTE: Should a vendor have reason to believe that the Terms of Reference (ToR) is not open to promote competition or that it is written based on a particular brand/product/entity; the vendor shall notify the Bid Office of **the dtic** within ten (10) calendar days after publication of the bid.

1. PURPOSE

1.1. The purpose of this 'Terms of Reference (ToR) is to obtain proposals for the procurement and appointment of a suitable independent service provider consisting of a Multidisciplinary Professional Team to assist the department in transitioning from the current PPP environment into a new phase of managing **the dtic** campus beyond 2028/29.

1.2. The assignment will include amongst others a condition assessment and auditing of all campus infrastructure and assets contained under the Public Private Partnership (PPP) of the Department of Trade, Industry and Competition of **the dtic** campus in preparation for the handover of the contract during 2028/2029, but also support towards the transition in whichever form it may need to take place.

2. BACKGROUND

2.1. **the dtic** entered into a Public Private Partnership Agreement ("PPP Agreement") for office accommodation for a period of 25 years. The agreement was signed in August 2003, and provides for the designing, financing, building, and facility management of **the dtic**'s office accommodation in terms of the Public Finance Management Act (PFMA), Treasury Regulation 16 and PPP Practice Notes. **the dtic** Campus is located in the Tshwane Metropolitan Municipality situated in Sunnyside,

2.2. **the dtic** PPP agreement was one of the earliest Office Accommodation PPP's in the country and there is a significant improvement on PPP's that followed. Considering 20 years of the agreement had lapsed during which the assets have been used, it is anticipated that there must be life cycle upgrades of these assets to demonstrate compliance to the intended standards of the PPP. The standard of upgrade must meet or exceed the concessionaire's proposals but also be aligned with best industry practices in meeting local norms and standards.

2.3. For the purpose of this ToR, the “Tested Services” refers to services listed in the scope provided pursuant to the PPP agreement (including capital investment of lifecycle requirement) or otherwise agreed by parties.

2.4. **the dtic** intends to procure the services of a suitably qualified, experienced, objective, and independent multidisciplinary Service Provider to undertake firstly a condition assessment of the current infrastructure, including auditing of all technical service records of the campus infrastructure including fittings, furniture and all equipment that are required to provide the facility management service to **the dtic** campus occupant. The work will serve preparation for the handover of the contract after 2028 within the framework of the scope of work outlined in the Terms of Reference.

2.5. The condition assessment (status quo) will lead in the desirable state (to-be) prior to handback and a gap that must be addressed with lifecycle upgrades and replacements. The multidisciplinary team will review and overview these proposed upgrades and their implementation and advise **the dtic** in terms of any change in the risk profile and compliance with the agreement.

2.6. Following the exit from the PPP Agreement, a future situation will result that will require a solution to ensure the asset is maintained appropriately and services rendered for campus occupants. The designing of such options and alternatives will form part of the scope of this bid from a technical perspective.

2.7. But also support the transition in whichever form it may need to take place.

3. OBJECTIVE

3.1. The objective of the assignment is to assist the department with PPP technical / engineering/specification transitional facility management matters in preparation for exiting from the current 25-year concession agreement into a new approved dispensation for managing/overseeing/performing the maintenance and facility management related services on **the dtic** campus. A high-level indicative timeline of events to unfold over the next 4 to 5 years, is provided in Table 1.

3.2. The consultant is required to manage and oversee the project toward successful transition including providing technical facility management-related solutions in this regard.

Category of work	2024/25 (Y1)	2025/26 (Y2)	2026/27 (Y3)	2027/28 (Y4)	2028/29 (Y5)	2029/2030 (Y6)
Handback processes (Stages 1-4)	Review as-is Private Party services for risks, legalities of the land, compile a hand-back programme per each discipline Review PPPA and correctly define the conditions for hand-back for asset classes and other preparations to be done per PPPA. Initiate condition assessment, and provide advisory input on any planned lifecycle and maintenance plans of the concessionaire towards preparing the campus for hand-back.	Completing any remaining elements of condition assessment and prepare/review asset refresh plan including documentary write-ups (Y1) Assist the department with Schedules 24, 25 (record repositories – e.g. site plans, approvals project documentation, schedule 8 details, etc) and PPPA information repositories to be built up / reviewed and completeness of design records Ensure accurate asset register. Review PPM and ensure 100% execution per PPPA / advise **the dtic** of any	Monitor & ensure execution, escalate any non-conformances (defaults and penalties), and support towards disputes (schedule 26) as may be technically required; Overview of any asset replacements to be done with due regard for value for money.	Collate a final inspections and report on raised non-conformance s that will inform the Handback Bond and costs to rectify before exit. Final round of audits on all documentatio n to be handed over, ICT, licences, intellectual property, assets and services (manuals, SOPs), drawings etc to ensure completenes s and accuracy of records.	Schedule 24 processes run from May to August 2028 Support the department in this regard	

Category of work	2024/25 (Y1)	2025/26 (Y2)	2026/27 (Y3)	2027/28 (Y4)	2028/29 (Y5)	2029/2030 (Y6)
		slippage and measures to be taken.				
Concurrently: New Vendor processes (post 2028) (stage 4)	High-level plan for facility infrastructure management / infrastructure viability assessment along with options analysis for a decision regarding the new vendor / FM solution	Provide support to **the dtic** to finalise the decision of the nature and form of the new FM capacity and for it to acquire approvals (NT, AO) to proceed or not	Provide advice and support (specifications) towards sourcing new vendor / solution (capacity) (Agree on scope of works) (tendering processes / recruitment processes)	Provide support as may be needed towards appointment new vendor / solution (capacity) Joint inspection of an asset for indemnities, staff transfers if any etc, contract negotiations)	Provide support and assistance towards smooth transition / handover to new vendor (Sept / Oct 2028) or as agreed	Transition refer to 2.7

3.3. The types of professional support that must be included in your solution ought to be in accordance with the Professional Client / Consultant Services Agreements (PROCSA) professional service stages) in the following professional disciplines:

3.3.1. Project Management
3.3.2. Civil and Structural Engineering
3.3.3. Architecture
3.3.4. Quantity Surveying
3.3.5. Electrical & Electronics Engineering
3.3.6. Mechanical & Wet Services Engineering
3.3.7. Fire Engineering
3.3.8. Health, safety, quality and environmental and risk Consultants (SHERQ)
3.3.9. Facility/ Operations Manager
3.3.10. Information and communication technologies (ICT) support/software engineer

3.3.11. HR / labour / change management specialist.

4. PROJECT QUALITY EXPECTATIONS/ METHODOLOGY

4.1. Expected outcomes of this project will be divided into the following seven stages:

4.1.1. Compiling Facility Condition Assessment (FCA) reports along with a comprehensive asset register of **the dtic** campus

4.1.2. A handed back facility that meets or exceeds (per industry practice) the PPP intended outcomes as envisaged in the PPP Agreement. The consulting team will assist the department in achieving this successfully by overseeing the refurbishment and lifecycle upgrades planned by the concessionaire, inclusive of any marked-up project documentation towards a successful handover of the campus.

4.1.3. A solution towards the appointment of a replacing/insourcing / hybrid Facilities Management Company project of **the dtic** that must be implemented without any service disruption and to be run with efficiency and effectiveness, including affordability with all the relevant regulatory approvals (National Treasury, DPSA, NDPWI or whichever may be required) after the exit of the current service provider during or after 2028/29.

4.1.4. Full support during any procurement processes of appropriate solutions to transition from the current PPP into the new FM support facility, including to advise on technical specifications of lifecycle replacement projects planned by the concessionaire.

4.1.5. A complete document repository of all project documentation to enable the new service provider / **the dtic** in successfully take over the campus facility management and maintenance.

4.1.6. Development of an FM Strategy/roadmap to guide the maintenance/ lifecycle replacement schedule and management of the campus for the upcoming 5 years **after 2028** (into 2033) if so required;

4.1.7. Formulation and review of building service maintenance specifications and preparation of procurement documents for long-term contract/s will improve the implementation and management of maintenance initiatives of **the dtic**.

4.1.8. Technology Infrastructure Migration: Evaluate the existing technology infrastructure required for the new contract, including any changes to property management systems or software. Conduct compatibility testing on these existing systems.

4.1.9. Data Migration: Develop a comprehensive plan for migrating all property data to the new contract. conducted data verification for accuracy and completeness

4.1.10. Any other aspect that is critical for the success of the handback project related to the consulting team's expertise in engineering and project management.

5. SCOPE OF WORKS

The scope of work is as follows:

5.1. PART A: FACILITY CONDITION ASSESSMENT - STAGE 1

5.1.1. Conducting an independent facility condition assessment as part of the work that entails the as-is of the entire project, ranging from infrastructure to documentation reviews, being undertaken in anticipation of the handback. The aim is to have as complete a set of records that can be achieved to enable the smooth transition from the current project into the to-be stage. The process will also naturally lead to the preparatory work to be done toward transitioning to a new service provider:

5.1.1.1. Assessment of the *as-is condition* regarding the entire PPP facility infrastructure and the condition of each asset and its associated remaining lifetime, including that assets are meeting regulatory / building/safety standards, including critical components such as HVAC, Lifts, Escalators.

5.1.1.2. Componentized asset register and verification of assets and their conditions.

5.1.1.3. Review (and audit for value for money) of all maintenance/ lifecycle procurements performed since 2020.

5.1.1.4. Ensuring complete project documentation set received from concessionaire as set out in both the hand-back procedure as well as the retention documents as set out in the PPP agreement, including updated technical specifications and drawings of each and every aspect of this campus per relevant discipline and reviewed for relevance to the present installations to the extent possible and practical.

5.1.1.5. Assess the adequacy and appropriateness of maintenance performed and advise on any deficiency.

5.1.1.6. Assess and advise **the dtic** regarding the concessionaire's plans towards refurbishment and any gaps towards bringing the campus to the same status as during the original design (A+ graded building) – reaching hand-back readiness

5.1.1.7. Assess the value of lifecycle replacement reserves and reserve spending and provide advice and recommended solutions to **the dtic** on any emerging risk to be managed

5.1.1.8. Verify the extent of defaults rectified and any matters unattended to regarding earlier rectification audits/performance audits/condition assessments undertaken. Quantify the work and extent of work that has not been undertaken as yet and assist to project manage / represent **the dtic** to ensure that the work is performed and if not, that remedial actions can be timely instituted.

5.1.1.9. Energy and water efficiency audits and plans to be reviewed and commented on.

5.1.1.10. Formulation and review of building service maintenance specifications and preparation of procurement documents for term contracts.

5.1.1.11. The above activities may not be all inclusive but are indicative of what the scope of work for this stage of work will be.

5.1.1.12. By making use of the financial expert to be appointed for each stage.

5.2. PART B: TRANSITIONAL STAGE 2

5.2.1. The work in this stage of the project will entail making sure that there is a transition from the as-is and assessment of the condition of various elements of work (infrastructure condition, documentation located) towards the handback stage (ensuring infrastructure is upgraded, documentation is accurate and complete <u>and ready for hand-over to succeeding entity / in-sourcing):</u>

5.2.1.1. Assist **the dtic** in overseeing the projects that are underway by the concessionaire to ensure completion thereof / refurbishment/overhauling of furniture, fittings and equipment/elements of infrastructure improvement/replacement thereof.

5.2.1.2. Report on any defects timely, including the costing thereof as well as the time to repair same to the department and the appropriate remedy / action to be pursued.

5.2.1.3. Oversee any rectification plans (project oversight – ensuring successful achievement of the rectification to the appropriate standards for the particular asset class)

5.2.1.4. Assess project execution and provide solutions towards resolving any delays.

5.2.1.5. Ensure that all intellectual property (including systems, licenses, software applications, data, records), including processes and standard operating procedures, and handback documentation will be complete and in a repository of **the dtic**’s choice to permit handover to succeed entity for maintaining each asset and equipment on the campus and perform the necessary facility management service to the requisite standard.

5.2.1.6. Ensure that the concessionaire has provided technical drawings, room data sheets, and adequate information to **the dtic** to facilitate such handover, broadly referring to PPP project data and records. The consulting team must oversee that the handback procedure is complied with per the PPP agreement and that all the records specified for the project, in as far as is reasonable and practical for the period prior to the consultant’s appointment, and in full following from the period from the appointment of the consultant to the end of this agreement, has been acquired and deposited and is meeting acceptable industry standards.

5.2.1.7. Review the proposed technical specifications of life cycle replacements and write-ups to ensure that any pending lifecycle procurement would meet or exceed current installations or standards per the PPPA, best in class / for industry within affordable thresholds, whichever is most appropriate per the PPPA taking into account risk transfer, value for money principles.

5.2.1.8. Where present installations, assets (moveable or immovable) are inconsistent with the PPPA and those are not meeting or exceeding the PPPA standard, to identify such and require the concessionaire to bring them to the requisite/acceptable standard / or exceeding envisaged by the PPPA. An estimation/quantification of the value of the underinvestment is to be provided upon request to do so.

5.2.1.9. Should there be any disputes that emerge between **the dtic** team and the concessionaire during the handback process regarding matters pertaining to handback or which fall within the scope of this terms of reference; the consulting team must be prepared to lead evidence through arbitration / agreed dispute resolution processes as may be required. It should also be able to quantify the cost of under-provisioning or damages regarding poorly maintained assets to ensure the necessary re-instatement can be effected.

5.2.1.10. It will have to assist the department in project management oversight to ensure the assignment of handback is performed timely without having to resort to Treasury approvals for extending the current PPP arrangement.

5.2.1.11. Assist **the dtic** by reviewing and providing technical advice and input regarding the handback packages from the concessionaire and transitioning into the to-be stage.

5.2.1.12. Assess **the dtic**'s readiness as an institution to take over the services that are currently provided by the Private Party and compile a report with recommendations that can be implemented considering any human resource capacity consideration.

5.2.1.13. Assessing all current systems (information communication technology solutions) deployed on **the dtic** campus towards facility management, ensuring that the concessionaire provides back-ups of data held by it, copies of licenses and intellectual property rights, and all other matters regarding ICT as stipulated in the PPP agreement, have been given effect to as part of the handback process. Advise **the dtic** of the need and specifics should it have to procure or have available certain ICT infrastructure to receive the ICT resources from the concessionaire. Assist **the dtic** in collaboration with the OCIO and relevant government processes on the technical aspects if required to provide this.

5.2.1.14. Regardless of the items listed herein, the consultant is required to ensure that **the dtic**'s obligations regarding Schedule 24 hand-back processes are met and that all the obligations regarding the concessionaire, are overseen and reviewed, any risks for non-achievement by the concessionaire are timely escalated, including remedial plans. This will necessitate reviewing submissions by the concessionaire as well as on-site inspections and assessments and reports as may be called for to be prepared by the consulting team.

5.2.1.15. The above activities may not be all inclusive but are indicative of what the scope of work for this stage of work will be.

5.2.1.16. By making use of the financial expert to be appointed for each stage.

5.3. PART C: DTIC EXIT PPP / NEW FM SOLUTION STRATEGY STAGE 3

5.3.1. In this stage of the work, some of which will be running concurrently with stages 1 and 2, the process of developing appropriate plans methods, and solutions following the exit from the PPP will be undertaken towards transitioning to a service solution after exiting the PPP. **the dtic** will appoint a financial transaction advisor concurrent to this project/stage of this project to facilitate various scenarios to be costed and any advice required regarding investment, financing, and costings that may be required to support this process.

5.3.2. The consultant appointed in **this** bid, will be regarded as the lead consulting team and will make use of the financial expert as may be necessary to inform or support some of the outcomes of the work in this bid.

5.3.3. Develop appropriate exit options/strategies from a facility management perspective and work with the financial consulting team towards the best overall outcome for **the dtic** and the campus (from a technical and resourcing and value for money concept, including risk profiling and if so required, government strategy (Treasury / GTAC / DPWI) at the time. Prepare the necessary presentations and motivation for a particular (and why not another) strategy to be pursued.

5.3.4. Upon selection of an appropriate strategy, assist **the dtic** with the procurement and preparatory plans towards implementing/ realizing the strategy, including bidding (specifications) and selection processes of potential successor or staffing.

5.3.5. Development of Maintenance Management Plan or Schedule and cost for maintenance (recurring cost) actions per component and maintenance type for the period of 5 years after **the dtic** exited from the PPP which can be used for the basis of sourcing services.

5.3.6. Facility life-cycle costing for a period of 10 years (non-recurring cost) to permit timely budgeting by **the dtic** / to be used for pricing comparisons of bidders

5.3.7. Costing estimate and proposal of an ideal staffing and operational expenditure solution (recurring cost) regarding soft services (per EDM) for various scenarios/options over a period of 5 years (for planning purposes).

5.3.8. Assist the department in achieving the necessary Treasury approvals or any other consents that may legally be required towards such solution as may be appropriate / considered.

5.3.9. Assist the department with any inputs required by the legal team towards technical aspects of new agreements to be entered into.

5.3.10. The above activities may not be all inclusive but are indicative of what the scope of work for this stage of work will be.

5.3.11. By making use of the financial expert to be appointed for each stage.

5.4. PART D: PLANNING, IMPLEMENTATION AND CONTRACT MANAGEMENT OF FACILITIES MANAGEMENT COMPANY STAGE 4

5.4.1. This portion of the work will entail overseeing the transition from the exit of the concessionaire, towards readying both the campus towards a new services solution.

5.4.2. Assess and advise **the dtic** on any bidder technical submissions to ensure a complete package of SOPs

5.4.3. Review the draft contractual / agreements and service standards post-bidding process with a view to ensure that the areas that were agreed upon for outsourcing, are comprehensively dealt with (including risk transfer)

5.4.4. Induct the new succeeding entity into the campus and make sure their processes are of an adequate level of completeness and sufficiency to take over the provisions to be outsourced. Managing and overseeing the project timeline to ensure handover timelines are met.

5.4.5. Ensuring that the necessary data transfers were carried out appropriately to ensure where practical and possible continuity of information from the current concessionaire to the new service provider.

5.4.6. Handing over of documentation, processes acquired during Stages 1-3 as may be relevant to enable new service provider (be it insourcing, hybrid, or outsourcing) to perform the campus maintenance and up-keeping per the intended standards. Completeness and accuracy of the earlier stages will directly impact this stage.

5.4.7. For a period of up to 3 months after the existing PPP exit, monitor and support with controlling the FMC / FM solution performance to **the dtic** to ensure standards are met. If a longer period is required, **the dtic** may at its discretion require such which will be regarded as a variation of the current bid/extension.

5.4.8. Overseeing and ensuring that all ICT-related offerings are fully operational by the proposed FM Solution and data was transferred to minimize any loss of data.

5.4.9. Report on recommendations and provide a contracts management plan/package and risk assessment to assist **the dtic** in managing the new relationship.

5.4.10. Develop and ensure a training programme is delivered for **dtic** staff that will be entrusted with taking over the management of the new FM solution, including on the contract's management plan for new service providers, service standards and enforcement thereof.

5.4.11. Close-out report including lessons learned report to be availed to **the dtic** and National Treasury.

5.4.12. The above activities may not be all inclusive but are indicative of what the scope of work for this stage of work will be.

5.4.13. By making use of the financial expert to be appointed for each stage.

6. CURRENT SERVICES SCOPE OF THE DTIC CAMPUS PPP

6.1. The list of services to be addressed includes amongst others, the following and will be as defined in the PPP agreement and relevant Schedules, but may be varied per the discretion of **the dtic** in terms of what may be aligned to its future strategic direction:

6.2. Service zones/areas included under the current PPP Agreement

Service Zone 1 – Environmental control and energy management (including maintenance)

Service Zone 3 – Security operations and public safety

Service Zone 5 – Retail goods and services

Service Zone 6 – Cleaning and hygiene

Service Zone 7 – Habitat Management

Service Zone 8 – Waste management

Service Zone 10 – Parking

Service Zone 12 – Event management

Service Zone 15 – Conferencing and Meetings

Service Zone 17 – Availability and occupation management

Service Zone 18 – Experience sustainability zone

Service Zone 19 – Chief experience delivery officer

Service Zone 20 – Rates, taxes, and utilities

Schedule 22: Variation orders and Small works.

6.2.1. Disciplines involved in the areas of work, are as follows but not limited to:

6.2.1.1. Hard services.

Hard services, also known as hard facilities management, encompass physical building and infrastructure maintenance, repair, and upkeep. These services are crucial for ensuring the functionality, safety, and overall well-being of a building or facility.

- Building maintenance.
- Building management system.
- HVAC.
- Electrical HT and LT
- UPS maintenance.
- Audit spares as prescribed in the PPP agreement
- Building Fabric Maintenance
- Mechanical and Electrical Maintenance
- Fire Safety Systems

- Lifts and Escalators
- HVAC System Maintenance
- Plumbing and Sanitary Maintenance
- Electrical Maintenance
- Building Automation Systems (BAS)
- Green Building and Sustainability
- Preventive Maintenance

6.2.1.2. Security Services.

- Physical security barriers.
- Guarding.
- Access control.
- Fences and gates
- Doors and locks
- Windows and security grill
- Lighting:
- CCTV cameras and monitoring
- Electronic security assets
- Access control systems:
- Intrusion detection systems:
- Fire alarms:
- CCTV monitoring:

6.2.1.3. Soft Services

- Cleaning and hygiene
- Gardening
- Beverage solution
- Space planning and provisioning of furniture
- Support for events on campus
- Parking management
- Tenant management including retail management (if required to do this for public/lettable areas)
- Meeting management/room bookings
- Utilities and energy management.

- Monitoring of service level standards (quality management plans and audits).
- Call center operations, IT equipment and Information Management Systems, fault logging and reporting on operations, record keeping.
- Maintenance and lifecycle planning and implementation monitoring and reporting.
- Performance reporting and oversight.
- Compliance and good governance, including to relevant acts regulations, standards, and by-laws including critical infrastructure/asset audits.

6.2.2. PPP Agreement cannot be published but will be made available to the successful bidder upon conclusion of a confidentiality agreement.

7. APPROACH AND PROJECT PLAN

7.1. The service provider is expected to clearly demonstrate their understanding of the project by stipulating the approach and provide a step-by-step explanation of the proposed process to successfully accomplish this project.

7.2. It is imperative for the service provider to submit a detailed project plan clearly indicating the proposed methodology in project phases, activities, and time frames/milestones.

8. SKILLS TRANSFER

8.1. The service provider must provide a proposal on how it will transfer skills based on the scope of work to proposed officials during the assignment. The skills transfer program is to be agreed upon with **the dtic**.

9. COMPANY EXPERIENCE

9.1. Experience gained in delivering similar projects in South Africa.

9.2. The Bidding Company and its subcontractors/joint venture/consortium must have 10 years of relevant experience in successfully completing similar projects and provide details and references of where projects of a similar scale and complexity were performed with a minimum of three (03) reference letters and also must be demonstrated by means of case studies detailing the type of project, the period of the project, the scope of work of the project and the result of the project. These case studies must be recent and must not date back more than ten (10) years.

9.3. Schedule of Track Record stating the following (the required track record to be completed in a table provided in **Annexure A**);

9.3.1. Written demonstration on all projects completed

9.3.2. Nature of the projects

9.3.3. Duration of the projects

9.3.4. Location

9.3.5. Name of the Client

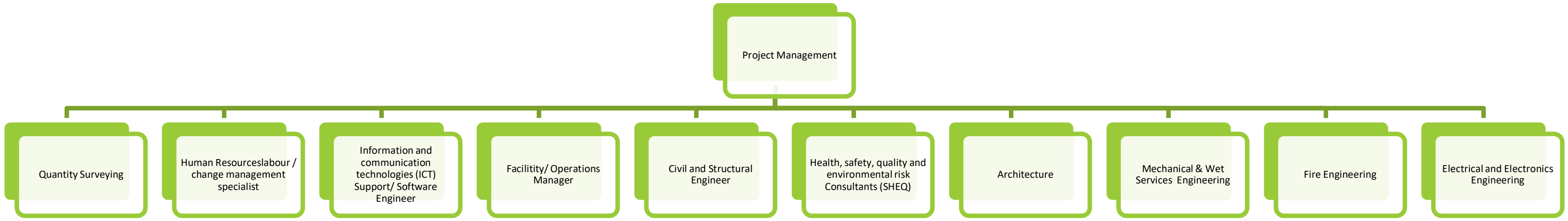
9.4. NB: **the dtic** reserves the right to vet all documentation, and company details.

9.5. Note: Bidders are required to complete **Annexure A.**

10. PROJECT TEAM: QUALIFICATIONS, EXPERIENCE AND EXPERTISE

Project Team Organogram (proposal)

The proposed PROJECT STAFF consisting of the Project Leader and Team Members who will be allocated for this project MUST COMPLY with the following requirements:



11. PROJECT TEAM LEADER QUALIFICATIONS, SKILLS AND EXPERIENCE

11.1 The project leader must have a Master's Degree in one of the following fields: Architecture or Quantity Surveying **or** Civil Engineering **or** Mechanical Engineering **or** Construction Management **or** Electrical Engineering field.

Must be certified as Project Management Professional (PMP) as a professional Construction Project Manager (Pr CMP) with SACPCMP, with a **minimum of 15 years of experience** in project management.

Key Resources	**Sub-Category of Service**	**Qualifications and Category of Professional Registration**
Project Manager/Team Leader	Project Leadership, management, and coordination	The project leader must submit a comprehensive CV to demonstrate 15 years' experience. Submit a copy of his/her Master's Degree as well as copy of their registration as Project Management Professional (PMP) as a professional Construction Project Manager (Pr CMP): SACPCMP.

12. PROJECT TEAM MEMBERS RELEVANT QUALIFICATIONS, SKILLS AND EXPERIENCE

12.1. TECHNICAL EXPERTS

12.1.1. Each Technical Expert **must** have a **BSC/Bachelor's degree** in their specific field, mentioned in the following list, and each field listed is required for this specific project: Civil and Structural Engineering, Architecture, Quantity Surveying, Electrical & Electronics Engineering, Mechanical & Wet Services Engineering, Fire Engineering, Health, Safety, Quality, Environmental, and Risk Consultants (SHERQ), Facility/ Operation Manager Information And Communication Technologies Support/ Software Engineer, Human Resource/Labour/ Change Management Specialist.

12.1.2. A comprehensive CV for each Technical Experts demonstrating their relevant and number of years' experience in similar projects, with details of specific roles for this project must be provided. P**roof of professional registration** in their respective field of expertise is also a requirement.

- **Civil and Structural Engineering**

Key Resources	Sub-Category of Service	Qualification, years of experience and Category of Professional Registration required.
Civil Engineer	Structural engineering	• BSc./ Bachelor's degree in Civil Engineering from an accredited university • Minimum of **10 years of experience** in Structural Engineering. • Have Professional Engineer (PE) license in the relevant jurisdiction (ECSA) or be registered as a Construction Project Manager (Pr. CPM) with the South African Council for the Project and Construction Management Professions (SACPCMP).

- **Architecture**

Key Resources	Sub-Category of Service	Qualification, years of experience and Category of Professional Registration required.
Architect	Architectural Services	• BSc./ Bachelor's degree in Architecture from an accredited university • Minimum of **10 years of experience** in architectural design and project management • Registration as a licensed architect in the relevant jurisdiction Professional Architect (Pr. Arch) with the South African Council for the Architect.

- **Quantity Surveying**

Key Resources	Sub-Category of Service	Qualification, years of experience and Category of Professional Registration required.
Quantity Surveyor	Quantity Surveying	• BSc./ Bachelor's degree in Quantity Surveying or a related field from an accredited university • Minimum of **10 years of experience** in quantity surveying in the construction industry. • Registration as a professional Quantity Surveyor with the South Africa Council for the Quantity Surveying Profession (SACPQSP).

- **Electrical Engineering**

Key Resources	**Sub-Category of Service**	**Qualification, years of experience and Category of Professional Registration required.**
Electrical Engineer	Electrical & Electronics Engineering	• BSc./ Bachelor's degree in Electrical Engineering from an accredited university • Minimum of **10 years of experience** in electrical engineering design and project management. • Registration as a professional engineer with the Engineering Council of South Africa (ECSA).

- **Mechanical & Wet Services Engineering**

Key Resources	**Sub-Category of Service**	**Qualification, years of experience and Category of Professional Registration required.**
Mechanical Engineer	Mechanical & Wet Services Engineering	• Bachelor's degree in Mechanical Engineering from an accredited university • Minimum of **10 years of experience** in mechanical engineering design and project management. • Registration as a professional engineer with the Engineering Council of South Africa (ECSA).

- **Fire Engineering**

Key Resources	**Sub-Category of Service**	**Qualification, years of experience and Category of Professional Registration required.**
Fire Engineer	Fire Engineering	• BSc./ Bachelor's degree in Fire Engineering or a related field from an accredited university • Minimum of **10 years of experience** in fire engineering design and project management. • Registration as a professional engineer with the Engineering Council of South Africa (ECSA) or as a certified fire protection engineer with the Institute of Fire Protection Engineers (IFPE).

- **Health, Safety, Quality, Environmental, and Risk Consultants (SHERQ).**

Key Resources	**Sub-Category of Service**	**Qualification, years of experience and Category of Professional Registration required.**
Health, safety, quality, and environmental Consultants (SHEQ)	Health, safety, quality, and environmental Consultants	• Bachelor's degree in Occupational Health and Safety, Environmental Health, or a related field from an accredited university • Minimum of **10 years of experience** in SHEQ consulting or a related field. • Relevant SHEQ certification, such as Certified Safety Professional (SACPCMP).

12.2. OPERATIONAL EXPERTS:

- **Facility/ Operation Manager:**

Advises on the operational aspects of the accommodation facilities and handover procedures, reviews maintenance plans and handover procedures for ongoing facility management

Key Resources	**Sub-Category of Service**	**Qualification, years of experience and Category of Professional Registration required.**
Facilities Manager/ Operations Manager	Building Operations	• Bachelor's degree in Business Administration, Operations Management, or a related field from an accredited university • Minimum of **10 years of experience** in operations management in a relevant industry. • Certified Facility Manager (CFM) designation or equivalent accredited by SAFMA will be an advantage.

- **Information And Communication Technologies Support/ Software Engineer.**

Key Resources	**Sub-Category of Service**	**Qualification and years of experience**
ICT Specialist	ICT Backbone	• BSc./ Bachelor's degree in Computer Science, Information Technology, or a related field from an accredited institution • Minimum of **10 years of experience** in ICT support or a related field.

- **Human Resource/ labour/ Change Management Specialist**

Key Resources	**Sub-Category of Service**	**Qualification and years of experience.**
Human Resources Specialist	Human Resources, Labour relations, Change management	• Bachelor's degree in Human Resources, Business Administration, or a related field from an accredited university. • Minimum of **3 years of experience** in Human Resources or a related field. • Strong understanding of HR principles, practices, and labour laws.

13. DUE DILIGENCE

13.1. The Bidding company must have the technical and logistical capacity to perform the work required. **the dtic** reserves the right to perform due diligence on facilities, resources and capacity of a bidder prior to the appointment of a service provider.

14. PROJECT EXECUTION PLAN (PEP)

14.1. Bidders must submit (as part of their functional proposal) a comprehensive Project Execution Plan (hard copy) comprising the approach to manage the following aspects within the project:

14.1.1. Risk

14.1.2. Change

14.1.3. Quality

14.1.4. Communications (Including stakeholders engagement and management)

14.1.5. Time

14.1.6. Scope

15. SPECIAL CONDITIONS

15.1. A Service Level Agreement must be signed with the successful bidder before work commences. A contractual relationship will only commence once a Service Level Agreement is signed between the parties.

15.2. Proposed key staff members must participate actively and be available to perform services in accordance with the contract. In instances where a proposed key staff member is not available to perform services at a specific period in time, the bidder will be responsible to provide a replacement with similar qualifications and experience in order to guarantee the same standard of work to **the dtic**. Each key team member's role must be clearly outlined in the project plan.

15.3. A project plan detailing the tasks, activities and target dates for the work to be undertaken should be submitted to **the dtic** within 10 working days after the appointment of the successful Service Provider. Each key team member's role must be clearly outlined in the project plan;

15.4. As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation provided by bidders to prove relevant qualifications, registrations and experience and expertise prior to the appointment of a Service Provider;

15.5. Copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic.**

15.6. This bid and all contracts emanating there from will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Not all bids will contain special conditions of the contract. Where, however, the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

15.7. Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where possible, be returned unopened to the bidder.

15.8. Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

15.9. The State reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits.

15.10. The Bid Office Officials of **the dtic** may communicate with bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.

15.11. **All communication between the bidder and the Bid Office Officials of the dtic must be done in writing**.

15.12. Bidders must ensure that they are registered on the Central Supplier Database of the National Treasury as this is compulsory with the effect of 1 April 2016 in order for bidders to be considered for bids.

15.13. Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.

15.14. Bidder's whose tax matters are not declared to be in order will be disqualified.

15.15. Where applicable acceptance of a bid will be subject to the condition that both the contracting firm and its personnel providing the service must be cleared by the appropriate authorities to the level of CONFIDENTIAL/SECRET/TOP SECRET. Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a subcontractor, the same provisions and measures will apply to the subcontractor. Acceptance of the tender is also subject to the condition that the contractor will implement all such security measures as the safe performance of the contract may require." (Minimum Information Security Standards. Chapter 5).

15.18 In cases where the tender invitation requires sub-contracting, then it is the responsibility of the tenderer to select competent sub-contractors that meet all the requirements of the tender in order to ensure that the bidders tender is not jeopardized by the subcontractor during evaluation. Bidders are responsible for all due diligence on their subcontractors.

15.19 In cases where the above market-related prices are quoted the right is reserved to negotiate with the three preferred bidders (the three highest on final points for price and preferential procurement points).

15.20 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.

15.21 This bid is subject to the PPPFA and its Regulations and **the dtic**'s SCM Policy.

15.22 A trust, consortium or joint venture, will qualify for preferential procurement points as a legal entity in line with the relevant **SBD** 6 form. Points will be allocated on the basis that all parties to the bid qualify for preferential procurement in line with the set requirements stipulated on the SBD 6.1 form.

15.23 **Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements / sub-contracting. the dtic will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. IN THE ABSENCE OF SUCH AN AGREEMENT THE BID WILL BE DEEMED INVALID AND AUTOMATICALLY DISQUALIFIED**.

15.24 **The joint venture and/or consortium agreements / sub-contracting agreement must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party / sub-contractor. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other**

party/parties in respect of matters pertaining to the joint venture and/or consortium / sub-contracting arrangement.

15.25 Regulation 13 (c) of the Public Service Regulations 2016 determines that an employee shall not conduct business with an organ of state or be a director of a public or private company conducting business with an organ of state unless such employee is in an official capacity a director of a company listed in schedule 2 and 3 of the Public Finance Management Act.

As this regulation prohibits public service employees from conducting business with an organ of state; either in a personal capacity or as a director of a private or public company, non-compliance with this regulation will lead to automatic disqualification of a bid.

the dtic reserves the right:

15.26 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)**.**

15.27 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

15.28 To accept part of a tender rather than the whole tender.

15.29 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

15.30 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

15.31 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

15.32 Award to multiple bidders based either on size or geographic considerations.

15.33 **Bidders will be allowed to submit queries or request clarification up to one week prior to the closing date of this bid. Thereafter no queries/clarification requests will be responded to**.

15.34 Incomplete pricing will lead to automatic disqualification as it will not be possible to compare the price with other bid prices.

15.35 Pricing in figures and pricing in words must be the same. Any discrepancy in these two will result in the pricing in figures will be deemed the bid price and will be used for comparison and contract purposes.

15.36 Potential service provider shall declare any goods and/or services provided to the Concessionaire which are or were materially similar to the goods and/or services listed herein during the term of the PPP agreement, and such potential service provider accepts that the dtic shall be entitled to restrict and/or exclude such service provider due to the conflict of interest. In addition, the service providers' failure and / or refusal to make this declaration will automatically invalidate the potential service providers' bid.

16. PRICE

The below pricing is relevant for this specific requirement.

16.1 Bid prices are required in the form of hourly rates.

16.2 Hourly rates of the project leader and each technical expert allocated for this project are required.

16.3 Consultants will only be remunerated in accordance with the cost containment measures determined by National Treasury stipulated in 16.4 to 16.6 below.

16.4 The rates as determined in the "guidelines for fees", issued by the South African Institute of Chartered Accountants (SAICA); or

16.5 The rates as set out in the "Guide on Hourly Fee Rates for Consultants", by the Department of Public Service and Administration (DPSA); or

16.6 The rates as prescribed by the body regulating the profession of the consultant; e.g. Law Society of South Africa / ECSA.

16.7 Proof of the latest approved rates / rates that the prices are based on should be attached to the pricing SBD 3.3 in order to establish the basis for future price increase applications.

16.8 Payment based on hourly rates will be payable by **the dtic** to the successful Service Provider upon satisfactory work delivery, in accordance with an agreed payment schedule which will be linked to set deliverables. Please see the attached SBD 3.3 on how pricing must be quoted.

16.9 The average hourly rate will be used for price comparison purposes in the 80/20-point system.

16.10 Hourly rate price increases will be allowed annually on the birthday of the contract based on escalations as prescribed by the specific profession regulating the specific industry (e.g. SAICA rates for Auditors / ECSA rates for Engineers) **OR** Consultant rate increase as determined by DPSA **OR** the relevant CPI increase not exceeding the annual consumer price inflation for that specific period.

16.11 The basis used for hourly rates quoted in this tender must also be the basis used for price escalation requests during the contract period. E.g. if DPSA hourly rates are used to quote pricing for this tender then only DPSA hourly rate increase applications will be considered valid proof for application of a price increase or the relevant CPI.

16.12 During the contract period, price escalation requests must be submitted one month prior to the effective increase date and proof for the price escalation request must be valid and submitted with the price increase request. **the dtic** reserves the right to **not accept a price increase request if no valid or reasonable evidence to substantiate the claim is presented or not presented on time**.

MULTIDISCIPLINARY ENGINEERING SERVICE PROVIDER	
PROFESSIONAL DISCIPLINES	**HOURLY RATE QUOTED IN RSA CURRENCY (VAT AND ALL DISBURSEMENT COST INCLUDED)** **2024/25 (Y1)**
Project Manager/Team Leader	
Civil and Structural Engineering	
Architect	
Quantity Surveyor	
Electrical Engineer	
Mechanical Engineer	
Fire Engineer	
Health, safety, quality, and environmental Consultants	
Facilities Manager/ Operations Manager	
ICT Specialist	
Human Resources Specialist	
Total Average hourly rate for price comparison purposes	

17. the dtic OBLIGATIONS

17.1. **the dtic** Project Manager will serve as the contact person on all matters relating to the project;

17.2. **the dtic** Project Manager will review, evaluate, and approve the services provided by the Service Provider against the Service Level Agreement on an ongoing basis and prior to payment is made;

17.3. **the dtic** will supply all reasonable, relevant, available data and information required and requested by the Service Provider for the proper execution of the services and such assistance as shall reasonably be required by the Service Provider in carrying out their duties under this contract.

18. SERVICE PROVIDER'S OBLIGATION

18.1. The Service Provider undertakes to act as an independent contractor in respect of the work;

18.2. To work closely with the Project Manager responsible for the project in **the dtic**;

18.3. Attend meetings when required by the Project Manager to obtain information or advice concerning the work and assignments or any matters arising from or in connection therewith;

18.4. The Service Provider will be responsible for its own computers and technical literature to adequately perform all the functions;

18.5. The Service Provider must exercise all reasonable skill, care and diligence in the execution of the work and shall carry out their obligation in accordance with professional standards;

18.6. The Service Provider must in all professional matters act as a faithful advisor to **the dtic**, as well as respecting the laws and customs of any country and provinces in which any business in relation to the project is conducted;

18.7. All information availed to the Service Provider in the course of the project must be deemed confidential and will remain the property of **the dtic**;

18.8. The Service Provider will be required to sign a confidentiality declaration form, undertaking to keep all the information at his/her disposal as a result of being awarded the contract by **the dtic** strictly confidential;

18.9. The Service Provider must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;

18.10. Any information gathered during the conduct of the assignment is the property of **the dtic** and may not be distributed without prior written approval of **the dtic**;

18.11. The Service Provider will be deemed to have been satisfied as to the correctness and sufficiency of the rates and prices set out in their bid for the services to be rendered;

18.12. The Service Provider must plan and provide for all possible risks that may affect the delivery of the project on time and indicate what mechanisms are in place to manage such risks.

19. BID EVALUATION CRITERIA

19.1 The 80/20 principle and two envelope/file system will apply in evaluating the proposals in accordance with the Preferential Procurement Policy Framework Act; Act no 5 of 2000 its subsequent Regulations and the Preferential Procurement Policy of **the dtic**.

19.2 Two-envelope system

19.2.1 The two-envelope system is based on the submission of the functional and financial proposals in **two separate envelopes/files. No financial information may be contained in the functional envelope as this will lead to automatic disqualification**. Submission must be done as follows:

Functional proposal

19.2.2 Bidders must submit their functional proposal in a sealed envelope/file with the name of the bidder, closing date and time, and the bid number indicated on the envelope/file. This envelope/file should only contain the functional proposal and compulsory forms; SBD 1, 4, 6.1, General Conditions of Contract; as well as the required proof to substantiate claims for preference points. **Financial information in a functional proposal will lead to automatic disqualification of that specific bid**.

Financial proposal

19.2.3 The financial proposal **(SBD 3.3)** must be submitted in a **SEPARATE** sealed envelope/file with the name of the bidder, closing date and time and the bid number clearly indicated on the envelope/file.

NOTE: FAILURE TO COMPLY WITH THE TWO ENVELOPE / TWO FILE REQUIREMENT WILL LEAD TO AUTOMATICALLY DISQUALIFICATION OF A BID.

19.3 Evaluation of Proposals

19.3.1 The first checkpoint of evaluation will be the bidder's compliance with attending the compulsory briefing session. There will be an attendance register form that must be stamped and signed by a relevant **dtic** official after the briefing session and that registration form **MUST** be submitted together with the bid to allow their bid to be considered. **Registration for the compulsory briefing session will take place from 09h45 till 10h15 on the morning of the briefing session, where after the register will be removed. Any bid proposal submitted without the company's registration and the required stamped and signed compulsory briefing session registration form will be regarded non-compliant and immediately disqualified**.

19.3.2 All bid proposals received are subject to a pre-qualification process to determine compliance with mandatory requirements/conditions such as the two envelop/file requirement. The proposals will be evaluated in terms of the two-phase process once the pre-qualifying of bids received is done. All bids that pass the pre-qualification process will then be evaluated as follows:

First phase: Functional evaluation.

19.3.3 This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase, there is a cut-off score of 70% and only the proposals that score 70% and above during the functional evaluation will be considered during the second phase of evaluation.

Second phase: Price and preferential procurement.

19.3.4 During the second phase points will be calculated for price and preferential procurement scores in accordance with the latest PP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000, and **the dtic** SCM Policy / Preferential Procurement Policy. Hourly rates will be used for price comparison purposes.

Key scores for functional evaluation

Score	Description
0 – Non-compliant	No evidence was provided to substantiate compliance
1 – Poor	Unacceptable, does not meet set requirements
2 – Average	Reasonable but not sufficient to fully satisfy the set requirements
3 – Good	Fully complies to the set minimum requirements
4 – Very Good	Above-average compliance to the set requirements
5 – Excellent	Meets and exceeds the set requirements

PHASE 1: FUNCTIONAL EVALUATION

No.	Criteria	Weight	Rate (0-5)
1.			
1.1	Bidding Company/Entity: must have at least ten (10) years of relevant experience in delivering similar services.	10	5 = 15 years + 4 = More than 10 years but less than 15 years 3 = 10 years 2 = more than 7 years but less than 10 years 1 = 1 to 7 years 0 = Less than 1 year
2.			
2.1	Proof of relevant experience should be provided by means of case studies. Submit at least 3 case studies of similar work done detailing the following: (1) type of project, (2) period of the project, (3) scope of work, and (4) the result of the project. Reference letters from former clients confirming successful implementation to assist in evaluating required experience.	10	0 = no case study 1 = 1 case study 2 = 2 case studies 3 = 3 case studies compliant with the details required. 4 = 4 case studies compliant with the details required. 5 = 5 case studies compliant with the details required.
3.			
3.1	**Project Team Leader qualifications, skills and experience** The project leader must submit a comprehensive CV to demonstrate <u>15 years' experience</u> as well as a <u>qualification</u> in one of the following: Master's Degree in: Architecture, Quantity	10	5 = Relevant qualification with 16+ years relevant experience and registration with relevant council. 4 = Relevant qualification with more than 15 years but less than 16 years' relevant experience and registration with relevant council.

No.	Criteria	Weight	Rate (0-5)
	Surveying, Civil Engineering, Mechanical Engineering, Construction Management or Electrical Engineering field. Project Management Professional (PMP) certification as a Professional CMP: SACPCMP, Minimum of 15 years of experience in project management. Possess a professional registration with the relevant council.		3 = Relevant qualification with 15 years' relevant experience and registration with relevant council. 2 = Relevant qualification with more than 7 years but less than 15 years' relevant experience. 1 = Relevant qualification and 1 to 7 years' relevant experience. 0 = Relevant qualification and less than 1-year relevant experience.
4.			
4.1	Project Team Members qualifications, skills, and experience. Comprehensive CV's is a requirement to prove the number of years' experience required as well as proof of qualification in the relevant field of service and proof of certification with relevant industry where applicable as determined in the ToR under paragraph 12.	**40**	5 = Relevant qualification with more than 15 years' experience and more than 5 years for HR specialist and certification with relevant industry. 4 = Relevant qualification with more than 10 but less than 15 years' experience and more than 3 but less than 5 years for HR specialist, and certification with relevant industry. 3 = Relevant qualification with 10 years' experience and 3 years for HR specialist and certification with relevant industry. 2 = Relevant qualification with more than 7 but less than 10 years' experience and less than 3 years for HR specialist 1 = Relevant qualification with 1 to 7 years' experience and less than 2 years for HR specialist.

No.	Criteria	Weight	Rate (0-5)
			0 = Relevant qualification with less than 1 years' experience
5.			
5.1	**Project Approach and Methodology** Bidders must submit (as part of their functional proposal) a comprehensive Project Execution Plan (PEP) comprising the approach to managing the following aspects of the project: • Risk • Change • Quality • Communications (Including stakeholder engagement, management and reporting) • Time • Scope	**20**	**5 points** • Bidder has submitted a PEP, covering at least the aspects mentioned in 5.1. • Comprehensive and clear execution plan. • PEP clearly linked to scope and, time.
			4 Points • Bidder has submitted a PEP, covering the majority of aspects mentioned under 5.1 above • Good and clear execution plan. • PEP clearly linked to scope and time
			3 Points • Bidder has submitted a PEP, covering at least half of the aspects mentioned under 5.1 above. • PEP is comprehensive and clear. • PEP linked to scope and time.
			2 Points • Bidder has submitted a few PEPS covering aspects mentioned under 5.1. • Poor and unclear execution plan. • PEP is not clearly linked to scope and time

No.	Criteria	Weight	Rate (0-5)
			1 Points • Bidder has submitted irrelevant PEPS regarding aspects mentioned against 5.1. • Poor and unclear execution plan. • PEP clearly not linked to scope and time.
			0 Points • No PEP submitted
6			
6.1	**Individual Skills Transfer Plan.** Demonstrate an approach to support the development of impacted **dtic Officials** (about fifteen (15) AMS staff members) who are providing oversight to the PPPA. The plan must detail the approach and steps to transfer skills to staff covering the following aspects: **1. Methodology** **2. Activities (workshops, webinars, site walk-about, short courses, etc.).** **3. Initial assessment and impact assessment.** **4. Monitoring, control, and reporting activities plan.**	**10**	**Excellent (5 Points)**: Bidder demonstrated an understanding of the approach and the steps to transfer skills to staff. Bidder submitted a detailed Skills Transfer Plan, covering all 4 mentioned aspects.
			Very Good (4 Points): Bidder demonstrated an understanding of the approach and the steps to transfer skills to staff. Bidder submitted a detailed Skills Transfer Plan, covering at least 3 mentioned aspects.
			Good (3 Points): Bidder demonstrated an understanding of the approach and the steps to transfer skills to staff. Bidder submitted a detailed Skills Transfer Plan, covering at least 2 mentioned aspects.

No.	Criteria	Weight	Rate (0-5)
			Average (2 Points): Bidder demonstrated a minimum understanding of the approach and the steps to transfer skills to staff. Bidder submitted a Skills Transfer Plan, covering at least 2 mentioned aspects.
			Poor (1 Point): Bidder demonstrated a lack of understanding of the approach and the steps to transfer skills to staff. Bidder submitted a Skills Transfer Plan, covering at least 1 mentioned aspect
			Non-Compliant (0 Points): Bidder did not submit a detailed Skills Transfer Plan, covering mentioned aspects
	MAXIMUM POINTS	**100**	

19.6 PHASE 2: PRICE AND PREFERENCE POINTS

	80/20 PRINCIPLE	POINTS
1	Price	80
2	**Maximum Preferential Procurement points**	20
	MAXIMUM POINTS	**100**

The following preferential points may be claimed in line with **the dtic**'s preferential policy:

PREFERENTIAL GOAL	POINTS - 80/20
BEE compliance is based on Section 10 of the B-BBEE Act (Act 53 of 2003 as amended by Act 46 of 2013). (Relevant points qualified for will be divided by 2 as a maximum of 10 points can be scored on this element).	10

Local procurement (Gauteng)	6
HDI based on (race/women / disabled people)	2
SMME's	2

19.6.1 For claims based on B-BBEE compliance based on Section 10 of the B-BBEE Act (Act 53of 2003 as amended by Act 46 of 2013): Valid Certified B-BBEE certificate OR Valid Certified CIPC B-BBEE certificate OR Valid Sworn Affidavit.

19.6.2 For claims based on Local Procurement (Provincial): Proof of address (municipal rates account OR bank statements OR lease agreement OR Sworn affidavit).

19.6.3 For claims based on HDI (Race, Women or People with disabilities): Copy of CIPC (Companies and Intellectual Property Commission) registration, copies of ID's as well as CSD (Central Supplier Database) report, and a letter from a specialist/doctor certifying disability must be submitted to substantiate claims based on disability.

19.6.4 For claims based on Small Medium Micro Enterprises (SMMEs): SARS return indicating annual turnover OR Sworn Affidavit.

19.6.5 Failure on the part of a service provider to submit proof or documentation required in terms of this ToR to claim points for specific goals, will be interpreted to mean that preference points for specific goals are not claimed and no points will be allocated.

19.6.6 Bidders that choose to claim preference points must do so by completing the SBD 6.1 and providing the necessary proof to substantiate the claim(s) at the time of submitting the bid proposal.

20. COMPULSORY BRIEFING SESSION:

There will be a compulsory briefing session, bidders who do not attend this briefing session, will not be considered for bidding.

NB: On the day of the compulsory briefing session there will be an attendance register form that must be completed by the attendee and then stamped and signed by a relevant dtic Official and that registration form must be submitted together with the bid as proof that the compulsory briefing session was attended, to allow the bid to be

considered. There will also be a register that must be signed at the beginning of the meeting and both these documents are required for allowance to submit a proposal.

DATE OF COMPULSORY BRIEFING SESSION AND LOCATION (DETAILS):

Date: 03 September 2024

Time: 10h00 (REGISTRATION STARTS @ 09H45)

Venue: the dtic Campus, 77 Meintjies Street, Sunnyside, Pretoria, Block D, Ground Floor, Boardroom DG 16.

21. CONTRACTUAL PERIOD

21.1. The project should be completed within **five (05)** years and **three (3) months** from the date of the last signature on the Service Level Agreement that will be signed by both parties.

22. CONTACT DETAILS

Please direct all technical questions to:

Ms. A Jooste

Corporate Management Service Branch (CMSB)

Department of Trade, Industry and Competition (**the dtic**)

Email: AJooste@the**dtic**.gov.za

Please direct all bid-related questions to:

Ms. Yvette Cronje

Office of the Chief Financial Officer (OCFO)

Department of Trade, Industry and Competition (**the dtic**)

Email: YConje@the**dtic**.gov.za

23. ANNEXURES

ANNEXURE A: COMPANY EXPERIENCE

ANNEXURE B: PROJECT DELIVERY TEAM COMPREHENSIVE CV's

Annexure A

Schedule of Track Record stating the following (the required track record to be completed in a table provided in **Annexure A**

The Bidding Company and its subcontractors/joint venture/consortium must have 10 years of relevant experience EACH in successfully completing similar projects and provide details and references of where projects of a similar scale and complexity were performed with a minimum of three (03) reference letters and also must be demonstrated by means of case studies detailing the type of project, the period of the project, the scope of work of the project and the result of the project. These case studies must be recent and must not date back more than ten (10) years.

Track Record	**Case Study / Reference (1)**	**Case Study / Reference (2)**	**Case Study / Reference (3)**	**Case Study / Reference (4)**
Written demonstration on all projects completed				
Nature of the projects				

Annexure A

Track Record	**Case Study / Reference (1)**	**Case Study / Reference (2)**	**Case Study / Reference (3)**	**Case Study / Reference (4)**
Duration of the projects				
Location				
Name of the Client				