

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

The Manager

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

Sir/Madam

SERVICE: BID dtic 06/21-22: APPOINTMENT OF NOT MORE THAN THREE MULTI-DISCIPLINARY CONSULTING ENGINEERING FIRMS TO PROVIDE ENGINEERING SERVICES IN ASSESSING CAPITAL EQUIPMENT AND MACHINERY AND/OR PROCESSES, INFRASTRUCTURE AND ASSOCIATED COSTS SUCH AS THE DESIGN COSTS RELATED TO INVESTMENT PROJECTS SUPPORTED BY the dtic.

the dtic requires services as described per attached tender invitation, and you are requested to complete the tender 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 22 October 2021** and will be valid for a period of **120 days** after closing date (up to and including **19 February 2022**).
- 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.

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. The signed Service Level Agreement will be deemed the final contract. No contract will come into existence prior to signing off on an agreed upon Service Level Agreement.

Yours faithfully



.....
DEPUTY DIRECTOR: TENDERS

DATE: _28 / _09 /2021



PLEASE TAKE NOTE:

TENDER NO: dtic 06/21-22

CLOSING TIME: 11:00

CLOSING DATE: 22 OCTOBER 2021

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

BID dtic 06/21-22: APPOINTMENT OF NOT MORE THAN THREE MULTI-DISCIPLINARY CONSULTING ENGINEERING FIRMS TO PROVIDE ENGINEERING SERVICES IN ASSESSING CAPITAL EQUIPMENT AND MACHINERY AND/OR PROCESSES, INFRASTRUCTURE AND ASSOCIATED COSTS SUCH AS THE DESIGN COSTS RELATED TO INVESTMENT PROJECTS SUPPORTED BY the dtic.

The **SBD 1, 3.3, 4, 6.1, 8 & 9 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, 77 MEINTJIES STREET, BLOCK B, GROUND FLOOR, RECEPTION, SUNNYSIDE, PRETORIA OR ENTRANCE MAIN GATE.

NELSON MANDELA DRIVE			
ROBERT SOBUKWE STREET	DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION X Bid box	FRANCIS BAARD STREET	
MEINTJIES STREET			

THE BID BOX OF THE DEPARTMENT OF TRADE, INDUSTRY AND COMPETITION IS OPEN 24 HOURS A DAY, SEVEN DAYS A WEEK

Bidders must ensure that bids are delivered to the correct address. If the bid is late, it will not be accepted for consideration.

SUBMIT ALL BIDS ON THE ORIGINAL FORMS - DO NOT RETYPE

BIDS BY TELEGRAM, FACSIMILE OR OTHER SIMILAR APPARATUS 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
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.	Par. 3.2 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 who's 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).	
Completed and signed the SBD 1 form submitted?	SBD 1 (Invitation to bid)	
Completed the SBD 3.3 form/ pricing schedule. Must be included in the financial proposal only.	SBD 3.3 (Pricing Schedule)	
Submitted your bid as a TWO-ENVELOPE / FILE SYSTEM. NO pricing may be included in your functional proposal. Pricing must only be included in your <u>financial</u> proposal Failure to comply herewith will automatically invalidate your bid. Noted?	Paragraph 14. of the ToR	
Completed and signed the SBD 4 form	SBD 4 (Declaration of Interest)	
Completed and signed the SBD 6.1 form. No points will be adjudicated if certificates or affidavits are not in line with the prescripts.	SBD 6.1 (Preference Points Claim)	
Completed and signed the SBD 8 form	SBD 8 (Declaration of bidders past Supply Chain Management practices)	
Completed and signed the SBD 9 form	SBD 9 (Certificate of Independent Bid Determination)	
Project team leader(s) and team members MUST be registered with the Engineering Council of South Africa (ECSA) or any other relevant engineering institute and certified proof to that effect, should be provided together with your proposal. Non-compliance will lead to automatic disqualification.	Par. 7.1.5 and 9.1 of the ToR.	

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 06/21-22	CLOSING DATE:	22 October 2021	CLOSING TIME:	11:00 am
DESCRIPTION	BID dtic 06/21-22: APPOINTMENT OF NOT MORE THAN THREE MULTI-DISCIPLINARY CONSULTING ENGINEERING FIRMS TO PROVIDE ENGINEERING SERVICES IN ASSESSING CAPITAL EQUIPMENT AND MACHINERY AND/OR PROCESSES, INFRASTRUCTURE AND ASSOCIATED COSTS SUCH AS THE DESIGN COSTS RELATED TO INVESTMENT PROJECTS SUPPORTED BY the dtic.				
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, BLOCK B, GROUND FLOOR, RECEPTION, SUNNYSIDE, PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TERMS OF REFERENCE ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mrs. Yvette Cronje		CONTACT PERSON	Ms. A Theron	
E-MAIL ADDRESS	YCronje@thedtic.gov.za		E-MAIL ADDRESS	atheron@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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7) 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:

**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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders

including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the

purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the

supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the

parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

16.3 Payments shall be made promptly by the purchaser, but in no case later

than thirty (30) days after submission of an invoice or claim by the supplier.

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

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in

substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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

25. Force Majeure

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

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

26. Termination

26.1 The purchaser may at any time terminate the contract by giving written

for insolvency

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.

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....

.....

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

.....

.....

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

[illegible]

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS
CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN
TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:
- | | POINTS |
|--|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |
- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS:

.....
.....

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

4.4.1	If so, furnish particulars:
-------	-----------------------------

[SBD 8] – Page 2 of 2

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

- (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

[SBD 9] – Page 3 of 4

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

THE TERMS OF REFERENCE

To invite tenders from Multi-Disciplinary Consulting Engineer Firms, to appoint not more than three Firms, to assess capital equipment and machinery and/or processes, infrastructure and associated costs related to investment supported by the Industrial Financing Branch (IFB)

Table of Contents

1	PURPOSE.....	2
2	BACKGROUND	2
3	OBJECTIVES	3
4	METHODOLOGY	3
5	SCOPE OF WORK & DELIVERABLES.	3
6	SKILLS TRANSFER	4
7	QUALIFICATIONS, EXPERIENCE AND EXPERTISE.....	4
8	FIRMS CAPACITY AND REQUIREMENTS	5
9	SPECIAL CONDITIONS OF BID.....	6
10	ROTATION.....	9
11.	PRICE	9
12.	the dtic OBLIGATIONS	10
13.	FIRMS'S OBLIGATIONS.....	11
14.	BID EVALUATION CRITERIA AND PROCESS	12
15.	CONTRACTUAL PERIOD	15
16.	CONTACT DETAILS	15

REQUEST FOR PROPOSALS:

The Department of Trade, Industry and Competition (**the dtic**) invites bids from interested Multi-disciplinary Consulting Engineering Firms to assess capital equipment and machinery and/or processes, infrastructure and associated costs, related to investment supported by the Industrial Financing Branch (IFB). Not more than 3 service providers will be appointed.

NOTE: Should a vendor have reason to believe that the specifications / Terms of References are 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 the project is to obtain the services of not more than three Multi-Disciplinary Consulting Engineering firms to provide engineering services in assessing capital equipment and machinery and/or processes, infrastructure and associated costs such as the design costs related to investment projects supported by **the dtic**.

2 BACKGROUND

- 2.1 **the dtic**, through the Industrial Financing Branch (IFB) administers a number of incentives aimed at facilitating investment in the manufacturing sectors. The incentives include manufacturing and infrastructure investment schemes such as the Automotive Investment Scheme (AIS), Black Industrial Scheme (BIS), Special Economic Zones (SEZ) Fund, Critical Infrastructure Programme (CIP) and Cluster Development Programme (CDP) but are not limited to these programmes/schemes.
- 2.2 Historically IFB has requested the appointed firms (consulting engineers), to conduct an average of 100 site-inspections i.e. assessing capital equipment and machinery and/or processes, infrastructure and associated costs such as the design costs related to investment projects supported by **the dtic**, per annum.
- 2.3 Additional information regarding Incentives or Investment Schemes as per paragraph 2.1 above for business support by **the dtic**, can be sourced from **the dtic** website at www.thedtic.gov.za.

3 OBJECTIVES

- 3.1 The Department of Trade, Industry and Competition (**the dtic**) requires not more than 3 Multi-Disciplinary Consulting Engineer Firms to assess capital equipment and machinery and/or processes, infrastructure and associated costs related to investment supported by the Industrial Financing Branch (IFB).

4 METHODOLOGY

- 4.1. Bidders must provide a methodology on how assessments of capital equipment and machinery and/or processes, infrastructure and associated costs related to investment projects approved by IFB, will be performed.
- 4.2 The methodology should include provision for how desktop investigations as well as onsite inspections/verifications encompassing the performance of due diligence and/or verification procedures, will be performed.

5 SCOPE OF WORK & DELIVERABLES (AS AND WHEN APPLICABLE IN TERMS OF THE RELEVANT INCENTIVE SCHEME).

- 5.1. The appointed service providers will be expected to review and assess the list of the qualifying assets/infrastructure(s)/-costs/ processes, which forms part of the project in order to ensure that it is in line with the requirements of the approved incentive programme.
- 5.2. The firms will be expected to conduct site inspections (and/or desk top verifications when required) to verify actual capital expenditure, to verify that the list of qualifying assets/infrastructure/-costs/processes claimed for, and/or also project implementation progress, meet the requirement(s) of the relevant incentive scheme.
- 5.3. The firms will be expected to assess the level of technology of imported machinery and equipment to confirm that it is equivalent to or better than the level currently used in South Africa.
- 5.4. The firms will be expected to assess costs of assets/infrastructure(s) from connected parties, second-hand, refurbished and/or upgraded plant, machinery and tooling assets, to confirm that it is in line with market rates.
- 5.5. The firms will be expected to conduct assessments to determine whether processes, products or systems are new in SA as and when required.
- 5.6 The firms will be expected to assess the level of technology of procured assets, in line with the guidelines as and when required.
- 5.7. The firms will be expected to assess whether the assets/infrastructure/process costs claimed for have been commissioned or taken into production/ being constructed/implemented and confirm in the report the actual status.

- 5.8. The firms will be expected to provide a detailed report providing details of the applicant's/claimant's compliance or non-compliance with the requirements of the approved incentive programme, and the recommendation(s) regarding the status of the investment. The report must be signed by the Professional Registered Engineer.
- 5.9. The firms will conduct site inspections together with the **dtic** official(s) as and when required by **the dtic**.
- 5.10. The firms will be expected to take and supply photographs (when requested) of the relevant assets/infrastructure inspected as well as a report on findings from the inspection.
- 5.11. The firms will be expected to submit a hard and soft copy of the inspection report within the realistic time frame specified by the programme manager of a relevant programme/incentive scheme.
- 5.12. The firms will be expected to provide an assessment on the quality of assets/infrastructure works and an analytical framework for assessing technology and infrastructure / assets / processes that form part of the investment project as and when required by **the dtic**.

6 SKILLS TRANSFER

- 6.1 The firms must include in its proposal, the basic skills/knowledge to be transferred to relevant IFB team members and how this will be achieved through a structured process and knowledge sharing sessions.

7 QUALIFICATIONS, EXPERIENCE AND EXPERTISE

- 7.1 The bidding company must have mechanical and/or industrial- and/or civil engineers employed and access to skills in various engineering disciplines in the following areas: mechanical; civil or structural; industrial or process engineering; chemical; mechatronic engineering; electrical/electronic; and quantity surveying. (Access to skills implies either employed / contracted / joint venture / consortium).

To be considered for this project, the proposed project team leader(s) and members must comply with the following requirements:

- 7.1.2 Project team leader(s) should each have relevant graduate qualifications in their specified field of engineering and at least 5 years' relevant experience in a specific or various fields of engineering as per paragraph 7.1. above.
- 7.1.3 Project team leader(s) should have extensive knowledge of engineering and strategies employed to ensure that the skills of the team remain relevant and up to date with the latest developments in the industry.

- 7.1.4 Project team leader(s) and team members should have the ability to assess the capital assets/ infrastructure(s)/costs and/or tooling as well as to assess whether the processes, products or systems are new and comment on the level of technology.
- 7.1.5 **Project team leader(s) and team members must be registered with the Engineering Council of South Africa (ECSA) or any other relevant engineering institute and certified proof to that effect, should be provided together with your proposal.**
- 7.1.6 The project team members that perform the inspection-/verification- procedures must possess a minimum of a bachelor degree in the relevant engineering fields as specified in par. 7.1 and demonstrate relevant work experience of at least 3 years.
- 7.1.7 Copies of qualifications for the proposed project leader(s) and team members must be included as proof and foreign acquired qualifications should be endorsed by the South African Qualification Authority (SAQA).
- 7.1.8 The project team leader(s) and team members should be able to travel as projects will be located throughout the country.
- 7.1.9 Bidders must submit comprehensive CV's of all **project team leader(s)** and **project team members** in the following format:

Title, Full name(s) and ID number of project team leaders / members	Relevant qualification(s) and courses successfully completed (w.r.t. par. 7.1.1)	Exact number of years relevant experience indicated in numerical format against any and all skill areas (such as 5 years 6 months).	At least 3 relevant case studies to prove relevant experience and knowledge in field of expertise. Provide details of the type of, the period of, the magnitude of and the result of the project	Relevant professional body registration and membership numbers
---	--	---	--	--

8 FIRMS (BIDDING COMPANY) CAPACITY AND REQUIREMENTS

- 8.1 The bidding company must be a registered legal entity with CIPC in South Africa and actively performing engineering services for at least 3 years. Proof of this should be provided by:
- 8.1.1 providing a business profile and
- 8.1.2 providing at least 3 reference letters or case studies from recent or existing clients detailing the type of projects, period, magnitude and result of the project.
- 8.2 **the dtic** reserves the right to vet all documentation and information provided by bidders to prove their relevant experience and ability to perform the service.
- 8.3 The bidder must have current 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.

9 SPECIAL CONDITIONS OF BID

- 9.1 The project team leader(s) and team members must be registered with the Engineering Council of South Africa (ECSA) or any other relevant engineering institute. Non-compliance with this condition will lead to automatic disqualification.
- 9.2 The 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 team member's role must be clearly outlined in the project plan.
- 9.3 As previously indicated **the dtic** reserves the right to vet all qualifications and other documentation as well as case studies, provided by bidders to prove relevant qualifications, experience and expertise prior to the appointment of a firm.
- 9.4 The copyright and intellectual property rights to all documentation, reports etc. that emanate from this assignment will vest with **the dtic**.
- 9.5 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). The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract prevail
- 9.6 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
- 9.7 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.
- 9.8 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.
- 9.9 All communication between the bidder and the Bid Office Officials of **the dtic** must be done in writing.
- 9.10 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 in order for bidders to be considered for bids.

- 9.11 Bidders must ensure that their tax matters are in order in line with the Preferential Procurement Policy Framework Act and the Treasury Regulations.
- 9.12 Bidder's tax matters that are not declared to be in order will be disqualified
- 9.13 Bidders' attention is drawn to the tax requirements stated on the SBD1 form
- 9.14 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 (whichever one is stipulated in the relevant specification / ToR). 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).
- 9.15 The points scored for functionality, price and B-BBEE points will be rounded off to the nearest 2 decimals as determined in the PP Regulations of 1 April 2017.
- 9.16 In cases where the tender invitation is subject to a pre-qualification requirement based on 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.
- 9.17 In cases where above market related prices are quoted the right is reserved to negotiate with the three preferred bidders (three highest on final points for price and B-BBEE).
- 9.18 Bidders to take note that the award of the tender may be subject to price negotiation with the preferred bidder.
- 9.19 This bid is subject to the PP regulations of 1 April 2017.
- 9.20 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 9.21 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 9.22 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. **the dtic** will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- 9.23 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. 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 arrangement.

- 9.24 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.**
- 9.25 A Service Level agreement must be signed with the successful bidder(s) before work commences.
- 9.26 The dtic reserves the right:
- 9.26.1 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).
 - 9.26.2 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).
 - 9.26.3 To accept part of a tender rather than the whole tender.
 - 9.26.4 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.
 - 9.26.5 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.
 - 9.26.6 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.
 - 9.26.7 Award to multi bidders in terms par 9.1.3.
 - 9.26.8 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.
 - 9.26.9 If the Bidder failed to comply with any of the administrative pre-qualification requirements, or if **the dtic** is unable to verify whether the pre-qualification requirements are met, then **the dtic** reserves the right to –

- Reject the bid and not evaluate it, or
- Accept the bid for evaluation, on condition that the Bidder must submit within 7 (seven) calendar days any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

10 ROTATION

- 10.1 Projects will be assigned/allocated to appointed firms as and when claims are received in batches subject to volume, location and capacity of service provider at such time.
- The bidder that scores the highest points on price and B-BBEE will be allocated the first assignment / batch, the bidder that scored second highest on price and B-BBEE will be allocated the second assignment / batch and the third assignment / batch will go to the bidder that scored the third highest points for price and B-BBEE.
- 10.2 In the event that only one or two successful bidders are identified then the work rotation will be dealt with as indicated above pending the number of bidders appointed. The rotation process will be repeated in the same sequence for as long as services are required. An equal distribution of work cannot be guaranteed, as work allocation will also be dependent on the bidder's previous performance in respect of the assignment / batch allocated.
- 10.3 Should this tender invitation result in finding one successful bidder only, the dtic reserves the right to follow a second tender process in order to appoint a second bidder to the contract to ensure that the workload is dealt with in the set time limits available to the branch, whereafter rotation of work will be dealt with as determined in par. 10.1 and 10.2 of this ToR. The dtic further reserves the right to work with the one appointed service provider in order to first determine whether the appointed service provider will be able to manage the work load. Should it become clear that the appointed service provider is not able to manage the workload within the set time limits, the branch will follow a second tender process in order to appoint a second service provider to the contract.

11 PRICE

- 11.1 The bid price must represent the total average hourly rate of the project leader and project team members allocated to **the dtic** (three fixed fee rates, one for each year of the contract period for each proposed team leader / member) which 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.
- 11.2 The bid price (hourly rates) must be inclusive of VAT and quoted in RSA currency.
- 11.3 Firms will only be remunerated in accordance with the following prescribed rates:

- 11.3.1 The rates as determined in the “guidelines for fees”, issued by the Engineering Council of South Africa (ECSA); or
- 11.3.2 The rates as set out in the “Guide on Hourly Fee Rates for Consultants”, by the Department of Public Service and Administration (DPSA); or
- 11.3.3 The rates as prescribed by the body regulating the profession of the consultant; e.g. Law Society of South Africa. **Proof of the latest approved rates used for pricing should be attached to the SBD 3.3 and submitted in the financial proposal envelope;**
- 11.4 Hotel and accommodation costs will be limited to a maximum of R1300, including dinner, bed, breakfast and parking; (or as amended by National Treasury from time to time)
- 11.5 For official travelling the rates per kilometre may not exceed the rates as approved by the Automobile Association of South Africa;
- 11.6 Air travel will be restricted to economy class travel for the purposes of travelling required for the project;
- 11.7 The bid price must be provided as per the following example depending on the engineering disciplines of the personnel and number of personnel involved:

EXAMPLE:

PROJECT TEAM RATES:	Hourly rate -Year 1	Hourly rate -Year 2	Hourly rate -Year 3
Project team leader (1):	R_____	R_____	R_____
Project team leader (2):	R_____	R_____	R_____ etc.
Project team member (1):	R_____	R_____	R_____
Project team member (2):	R_____	R_____	R_____ etc.
Total average hourly rates:	R_____	R_____	R_____
Sum of 3-year averages:	R_____		

12 THE DTIC OBLIGATIONS

- 12.1 **the dtic** Project Manager will serve as the contact person on all matters relating to the project
- 12.2 **the dtic** Project Manager will review, evaluate and approve the services provided by the firms against the Service Level Agreement on an ongoing basis and prior to payment is made
- 12.3 **the dtic** will supply all reasonable, relevant, available data and information required and requested by the firms for the proper execution of the services and such assistance as shall reasonably be required by firms in carrying out their duties under this contract.

13 FIRMS'S OBLIGATIONS

- 13.1 The firms undertake to act as an independent contractor in respect of the work;
- 13.2 To work closely with the Project Manager responsible for the project in **the dtic**;
- 13.3 Attend meetings when required by the Project Manager for the purposes of obtaining information or advice with regard to the work and assignments or any matters arising from or in connection therewith;
- 13.4 The firm will be responsible for its own computers and technical literature to adequately perform all the functions;
- 13.5 The firm 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;
- 13.6 The firm 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;
- 13.7 All information availed to the firm in the course of the project must be deemed confidential and will remain the property of **the dtic**;
- 13.8 The firm 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;
- 13.9 The firm must not disseminate any information gathered during the conduct of the project, publicize or release media statements in relation to the assignment;
- 13.10 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**;
- 13.11 The firm 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;
- 13.12 The firm 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.

14 BID EVALUATION CRITERIA AND PROCESS

- 14.1 The 80/20 principle and **two envelope / file system** will apply in evaluating the proposals in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act; Act no 5 of 2000 that came into effect on 1 April 2017. The reason for applying the **two envelope / file system** is to ensure that price does not influence the evaluation of the functional proposal.
- 14.2 The two envelope system will be used and is based on the submission of the functional and financial proposals in two separate envelopes. **NO financial information to be contained in the functional envelope as this will lead to automatic disqualification.**

The submission must be done as follows:

14.3 Functional proposal:

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 clearly indicated on the envelope / file. This envelope / file should **only** contain the functional proposal and compulsory forms; SBD 1, 4, 6.1, 8, 9 and General Conditions of Contract; as well as the original / original certified copy of the BBBEE certificate or Affidavit, but NO financial information. **Financial information in a functional proposal will lead to automatic disqualification of that specific proposal.**

14.4 Financial proposal:

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.

14.5 FAILURE TO COMPLY WITH THE TWO ENVELOPE / TWO FILE REQUIREMENT WILL AUTOMATICALLY INVALIDATE A BID.

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

- 14.6.1 **First phase: Functional evaluation.** This evaluation is based on the functional proposal submitted in envelope one (functional envelope). For this phase there is a cut-off score of 60% and only the proposals that score 60% and above during the functional evaluation will be considered during the second phase of evaluation.

14.6.2 Second phase: Price and BBBEE status level. During the second phase all Bids that scored 60% and above during the functional evaluation will be considered for the second phase where points will be calculated for price and BBBEE scores in accordance with the amended PPP Regulations pertaining to the Preferential Procurement Policy Framework Act, Act no 5 of 2000 that came into effect on 1 April 2017 (PP Regulations 1 April 2017). The three bidders that score the highest points during this phase will be considered for appointment.

Key scores

Score	Description
0 – Non-compliant	No evidence 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

FIRST PHASE (FUNCTIONAL EVALUATION)

No.	Criteria	Weighting	Rate (0-5)	Total Score
1.	Qualifications and experience of proposed project team leader(s) and members.			
1.1	Relevant <u>qualifications</u> of project team leader(s) as stipulated under par. 7 of ToR. Copies of qualifications must be attached and elaborated upon in CV's	15		
1.2	Relevant <u>qualifications</u> of project team members as stipulated under par. 7 of ToR. Copies of qualifications must be attached and elaborated upon in CV's	15		
1.3	Relevant <u>experience</u> of project team leader(s) in respective fields as stipulated under par. 7 of the ToR. Experience must be clearly demonstrated in CV's.	15		
1.4	Relevant <u>experience</u> of each project team member in their respective fields as stipulated under par. 7 of the ToR. Experience must be clearly demonstrated in CV's.	15		
2.	Bidding company experience and number of years performing relevant services			
2.1	Bidding company must be actively performing engineering services for at least 3 years: 1= not one full year performing engineering services. 2= more than 1 year but less than 3 years performing engineering services. 3= 3 years performing engineering services. 4 = more than 3 years up to 5 years performing engineering services. 5 = performing engineering services for more than 5 years.	5		
2.2	Bidding company relevant experience proven by case studies detailing the type of project, the period of the project, the magnitude of the project and the result of the project. -	15		
3.	Methodology and approach			
3.1	Methodology and approach proposed in line with requirements stipulated in the Terms of Reference.	15		
4.	Skills transfer			
4.1	Demonstration of how the service provider will transfer skills to the dtic officials	5		
	MAXIMUM POINTS	100		

SECOND PHASE: PRICE AND PREFERENCE POINTS

	<u>80/20 PRINCIPLE</u>	POINTS
1	<u>Price</u>	80
2	<u>B-BBEE status level of contribution</u>	20
	MAXIMUM POINTS	100

15 CONTRACTUAL PERIOD

- 15.1 The contract will be for a period of 3 years from the date of the last signature on the Service Level Agreement (SLA) that will be signed by both parties.

16 CONTACT DETAILS

Please direct all **technical** questions to:

Ms. A Theron

Director: Automotive Investment Scheme

Email: atheron@thedtic.gov.za

Or

Mr. J Mahlangu

Deputy Director: Automotive Investment Scheme

Email: jmahlangu@thedtic.gov.za

Please direct all **tender related** questions to:

Mrs. Y Cronje

Office of the Chief Financial Officer (OCFO)

Department of Trade, Industry and Competition

Block B (Entirweni), First Floor, **the dtic** campus

77 Meintjies Street, Sunnyside, 0002

Email: Ycronje@thedtic.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO. **dtic 06/21-22**

CLOSING TIME **11:00**

CLOSING DATE: **22 October 2021**

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

NB! PLEASE TAKE NOTE THAT PRICING MUST NOT BE SUBMITTED IN THE FUNCTIONAL PROPOSAL ENVELOPE, FINANCIAL INFORMATION MUST ONLY BE SUBMITTED IN THE FINANCIAL PROPOSAL ENVELOPE WHICH MUST BE SUBMITTED IN A SEPARATE ENVELOPE/FILE. FAILURE TO COMPLY HEREWITH WILL AUTOMATICALLY INVALIDATE YOUR BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)		
1.	APPOINTMENT OF NOT MORE THAN THREE MULTI-DISCIPLINARY CONSULTING ENGINEERING FIRMS TO PROVIDE ENGINEERING SERVICES IN ASSESSING CAPITAL EQUIPMENT AND MACHINERY AND/OR PROCESSES, INFRASTRUCTURE AND ASSOCIATED COSTS SUCH AS THE DESIGN COSTS RELATED TO INVESTMENT PROJECTS SUPPORTED BY the dtic .			
2.	The accompanying information must be used for the formulation of proposals. Prices must be quoted in RSA currency and include VAT.			
3.	The contract will be based on hourly rates which must be fixed (please see par. 11.1 in the ToR) and **travel and accommodation costs which will be paid in line with National Treasury prescripts.			
4.	Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof once payment is requested):			
4.1	PROJECT TEAM RATES:	Hourly rates (Year 1)	Hourly rates (Year 2)	Hourly rates (Year 3)
	Project team leader (1):	R_____	R_____	R_____
	Project team leader (2):	R_____	R_____	R_____
	Project team member (1):	R_____	R_____	R_____
	Project team member (2):	R_____	R_____	R_____
	Total average hourly rate per year:	R_____	R_____	R_____
	(Average = Total of each year divided by number of staff proposed)			
5.	Sum of average hourly rates of 3 year period (total of Year 1 + total of Year 2 + total of Year 3) =R..... (for price comparison purposes).			
6.	Period required for commencement with project after acceptance of bid			
7.	Hourly rates quoted must be firm for the full period of the contract: Accepted / Not Accepted			
8.	<u>**Compliance with National Treasury Instruction on Cost Containment:</u>			
8.1	Air Travel will be restricted at Economy Class.			
8.2	Claims for kilometers may not exceed the rates approved by the Automobile Association of South Africa.			
8.3	Accommodation – R1300 per night, per person, including breakfast, dinner and parking (or as amended by National Treasury).			
8.4	Parking expenses will not be for the dtic's account.			
8.5	Travelling costs and time spent or incurred between the home and office of the consultants, including their staff and the dtic head office will not be for the account of the dtic .			

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

BIDDERS WHO SUBMIT FINANCIAL PROPOSALS BASED ON NON-FIRM PRICES WILL AUTOMATICALLY BE DISQUALIFIED



the dtic

Department:
Trade, Industry and Competition
REPUBLIC OF SOUTH AFRICA

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

IMPORTANT NOTICE

Bidders are hereby requested to submit tender documents in the following format:

1 X FUNCTIONAL PROPOSAL (HARD COPY & CD/USB) AND SBD 1, 4, 6.1, 8 & 9 FORMS, GENERAL CONDITIONS OF CONTRACT AND THE ORIGINAL / ORIGINAL CERTIFIED COPY OF THE B-BBEE CERTIFICATE OR AFFIDAVIT IN A SEALED ENVELOPE / FILE.

1 X HARD COPY OF THE FINANCIAL PROPOSAL SBD 3.3 FORM IN A SEPARATE SEALED ENVELOPE / FILE.

Bidders must please take note of the following:

NO financial/pricing information may be included in your functional proposal. Financial/Pricing information must only be contained in your financial proposal. Failure to comply herewith will automatically invalidate your bid