

## PART A INVITATION TO BID

|   |  |               |                |               |          |
|---|--|---------------|----------------|---------------|----------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b> |  |               |                |               |          |
| BID NUMBER:   | TEDA: CS 01/05/19  | CLOSING DATE: | 29 August 2019 | CLOSING TIME: | 11:00 am |
| DESCRIPTION   | TEDA CS 01/05/19: APPOINTMENT OF PROPERTY OWNER(S), PROPERTY MANAGER(S) OR SERVICE PROVIDER(S) TO MAKE PROPOSALS TO PROVIDE OFFICE ACCOMMODATION ON A LEASE BASIS FOR THE TSHWANE ECONOMIC DEVELOPMENT AGENCY OFFICE IN CENTURION FOR A PERIOD OF FIVE YEARS WITH AN OPTION OF EXTENDING FOR ANOTHER 5 YEARS |               |                |               |          |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>     |  |               |                |               |          |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

|   |  |  |  |                         |  |
|---|--|--|--|-------------------------|--|
| <b>TSHWANE ECONOMIC DEVELOPMENT AGENCY (TEDA)</b>   |  |  |  |                         |  |
| <b>5<sup>TH</sup> FLOOR</b>   |  |  |  |                         |  |
| <b>ANKER BUILDING</b>   |  |  |  |                         |  |
| <b>1279 MIKE CRAWFORD ROAD</b>  |  |  |  |                         |  |
| <b>CENTURION MALL</b>   |  |  |  |                         |  |
| <b>SUPPLIER INFORMATION</b>   |  |  |  |                         |  |
| NAME OF BIDDER  |  |  |  |                         |  |
| POSTAL ADDRESS  |  |  |  |                         |  |
| STREET ADDRESS  |  |  |  |                         |  |
| TELEPHONE NUMBER  | CODE   |  | NUMBER   |                         |  |
| CELLPHONE NUMBER  |  |  |  |                         |  |
| FACSIMILE NUMBER  | CODE   |  | NUMBER   |                         |  |
| E-MAIL ADDRESS  |  |  |  |                         |  |
| VAT REGISTRATION NUMBER   |  |  |  |                         |  |
| TAX COMPLIANCE STATUS   | TCS PIN:   |  | OR   | CSD No:                 |  |
| B-BBEE STATUS LEVEL<br>VERIFICATION CERTIFICATE<br>[TICK APPLICABLE BOX]  | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                    |  | B-BBEE STATUS<br>LEVEL SWORN<br>AFFIDAVIT  |                         | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No                        |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |  |  |  |                         |  |
| ARE YOU THE ACCREDITED<br>REPRESENTATIVE IN SOUTH<br>AFRICA FOR THE GOODS<br>/SERVICES /WORKS OFFERED?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] |  | ARE YOU A FOREIGN<br>BASED SUPPLIER<br>FOR THE GOODS<br>/SERVICES /WORKS<br>OFFERED? |                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS<br>OFFERED  |  |  | TOTAL BID PRICE  |                         | R  |
| SIGNATURE OF BIDDER   | .....  |  | DATE   |                         |  |
| CAPACITY UNDER WHICH THIS BID<br>IS SIGNED  |  |  |  |                         |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>  |  |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>                                     |                         |  |
| DEPARTMENT  | TEDA   |  | CONTACT PERSON   | Talitha Setshedi        |  |
| CONTACT PERSON  | Richard Ramolemi   |  | TELEPHONE NUMBER   | 012 358 6541            |  |
| TELEPHONE NUMBER  | 012-358 6539   |  | FACSIMILE NUMBER   | N/A                     |  |
| FACSIMILE NUMBER  | N/A  |  | E-MAIL ADDRESS   | TalithaS@TSHWANE.GOV.ZA |  |
| E-MAIL ADDRESS  | RichardRa@TSHWANE.GOV.ZA   |  |  |                         |  |

## PART B TERMS AND CONDITIONS FOR BIDDING

|  |  |  |  |  |   |  |  |  |  |  |
|--|--|--|--|--|---|--|--|--|--|--|
| <b>1. BID SUBMISSION:</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>   |  |  |  |  |   |  |  |  |  |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |  |  |  |   |  |  |  |  |  |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>  |  |  |  |  |   |  |  |  |  |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |  |  |  |   |  |  |  |  |  |
| <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p> | 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO | 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?   | <input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  |  |   |  |  |  |  |  |

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## **PRICING SCHEDULE OFFICE SPACE: MBD 3**

**TEDA CS 01/05/19: APPOINTMENT OF PROPERTY OWNER(S), PROPERTY MANAGER(S) OR SERVICE PROVIDER(S) TO MAKE PROPOSALS TO PROVIDE OFFICE ACCOMMODATION ON A LEASE BASIS FOR THE TSHWANE ECONOMIC DEVELOPMENT AGENCY OFFICE IN CENTURION FOR A PERIOD OF FIVE YEARS WITH AN OPTION OF EXTENDING FOR ANOTHER 5 YEARS: PRICE FOR THE 1<sup>ST</sup> YEAR MUST BE FIRM THEN SUBJECT TO CPI FROM YEAR 2**

| PERIOD  | ANNUAL OFFICE SPACE, STORAGE SPACE | ANNUAL PARKING BAY RENTAL | ANNUAL OPERATING COST | ANNUAL ASSESSMENT RATES CONTRIBUTION | TOTAL ANNUAL RENTAL (EXCLUDING VAT) | VAT | TOTAL ANNUAL RENTAL (INCLUDING VAT) |
|---|------------------------------------|---------------------------|-----------------------|--------------------------------------|-------------------------------------|-----|-------------------------------------|
| Year 1  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Year 2  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Year 3  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Year 4  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Year 5  |                                    |                           |                       |                                      |                                     |     | R                                   |
| TOTAL BID PRICE OVER A PERIOD OF 5 YEARS  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Tenant Installation (once off fee)  |                                    |                           |                       |                                      |                                     |     | R                                   |
| VAT at 15%  |                                    |                           |                       |                                      |                                     |     | R                                   |
| <b>TOTAL BID PRICE OVER A PERIOD OF 5 YEARS (TOTAL ANNUAL RENTAL) PLUS ONCE OFF TENANT INSTALLATION</b>                                   |                                    |                           |                       |                                      |                                     |     | R                                   |
|   |                                    |                           |                       |                                      |                                     |     |                                     |
| TOTAL BID PRICE OVER A PERIOD OF 5 YEARS (TOTAL ANNUAL RENTAL)  |                                    |                           |                       |                                      |                                     |     | R                                   |
| Tenant Installation (amortised over a period of 5 years)  |                                    |                           |                       |                                      |                                     |     | R                                   |
| VAT @ 15%   |                                    |                           |                       |                                      |                                     |     |                                     |
| <b>TOTAL BID PRICE OVER A PERIOD OF 5 YEARS (TOTAL ANNUAL RENTAL AND TENANT INSTALLATION AMORTISED OVER A PERIOD OF THE CONTRACT (5))</b> |                                    |                           |                       |                                      |                                     |     | R                                   |

**NB: The pricing schedule as provided by TEDA must be completed. Customised pricing schedule may render your bid incomparable hence disqualified.**



## **REQUEST FOR PROPOSALS (“RFP”) TERMS OF REFERENCE (“TOR”)**

|                 |       |   |
|-----------------|-------|---|
| BID NUMBER:     |       | BID TEDA CS 01/05/19  |
| CLOSE           | Date: | 2019  |
|                 | Time: | 11:00 am  |
| DESCRIPTION:    |       | TSHWANE ECONOMIC DEVELOPMENT AGENCY (TEDA) REQUESTS PROPERTY OWNERS, PROPERTY MANAGERS OR SERVICE PROVIDERS TO MAKE PROPOSALS TO PROVIDE OFFICE ACCOMMODATION ON A LEASE BASIS FOR AN TEDA OFFICE IN CENTURION FOR A PERIOD OF FIVE YEARS WITH AN OPTION TO EXTEND FOR ANOTHER FIVE YEARS |
| VALIDITY PERIOD |       | NOT LESS THAN NINETY (90) DAYS FROM CLOSING DATE FOR BIDS   |

## INVITATION TO MAKE PROPOSALS

**TSHWANE ECONOMIC DEVELOPMENT AGENCY (TEDA) REQUESTS PROPERTY OWNERS, PROPERTY MANAGERS OR SERVICE PROVIDERS TO MAKE PROPOSALS TO PROVIDE OFFICE ACCOMMODATION ON A LEASE BASIS FOR AN TEDA OFFICE IN CENTURION AREA FOR A PERIOD OF FIVE YEARS WITH AN OPTION TO EXTEND FOR ANOTHER FIVE YEARS**

|                              |                  |
|------------------------------|------------------|
| <b>BID NUMBER:</b>           | TEDA CS 01/05/19 |
| <b>CLOSING DATE FOR BID:</b> | 2019             |
| <b>CLOSING TIME:</b>         | 11H00            |

### **1. DESCRIPTION:**

- 1.1 TEDA's is an entity of City Of Tshwane and needs to secure lease for accommodation/office space in Centurion area.
- 1.2 Qualifying property owners, property managers or service providers are to make proposals to provide office accommodation on a lease basis for TEDA office in Centurion area.
- 1.3 **Special Conditions**

- (a) The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract and SLA entered into.
- (b) This bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC). The Special Conditions are supplementary to that of the General Conditions of Contract. Where, however the Special Conditions of Contract are in conflict with General Conditions of Contract, the Special Conditions of the Contract prevail.
- (c) TEDA reserves the right to enter into negotiations with the recommended services provider(s) who scored above the threshold of **80** points on functionality.
- (d) Bidders who has disputed Municipal rates and taxes and or services towards the municipality or other services suppliers in respect of which payment is overdue for more than 30 days shall automatically be disqualified.
- (e) Municipal account submitted may be verified with the relevant municipality. Only municipal accounts less than 3 months will be accepted.

- f) Should the bidder be renting in a leased property, both lessor and the lessee's agreement must be furnished together with the landlord's municipal account or statement. Municipal account must be submitted together with the bid documents.
- g) Municipal account requirements is applicable sub-contracting companies and joint-ventures.
- h) Shortlisted bidders may be invited for a presentation.
- i) Bidders that scores less than 80 points on functionality will not be evaluated further on Price and BEE.
- j) TEDA reserves the right to reject any bidder who during the past five years has failed to perform satisfactory on a previous contract with the municipality or municipal entity.
- k) Since the value of the transaction is expected to exceed R10 million (VAT included), if the bidder is required by law, they furnish annual financial statements for auditing, and audited annual financial statements for the past three years; or since their establishment if established during the past three years.
- l) Bidders are required to submit particulars of any contracts awarded to the bidder by an organ of state in the past 5 years including particulars of any material non-compliance or dispute concerning the execution of such contract.
- m) Bidders must provide a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic of, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic of South Africa.
- n) It is important for bidders to note that dispute must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
- o) The Pricing schedule as provided by TEDA must be completed in full. Failure which, this may render your bid incomparable.

- p) Service Providers must submit a Sworn Affidavit as approved by the Commissioner of Oath for their BEE claim, failing which the bidder's claim for preference will be rejected and the bidder may potentially receive no or zero preference.
- q) The three (3) shortlisted bidders may be requested to contest for any additional Tenant installation, however, preference will be given to the appointed service provider through price negotiations
- r) All bidders are required to complete the MBD 5 form for National Industrial Participation Programme.
- s) The proposal must therefore either conform to the minimum requirements as set out in this document, or it must be stated clearly how it deviates from these requirements and why. Proposals strictly to specification are preferred. Offers exceeding the minimum requirements of the specification are acceptable. Minor deviations may be considered. This document will be a binding contract between the successful service provider and the Organisation once the proposal has been accepted by TEDA.
- t) Bidders must submit Five (5) testimonials where they have rendered a similar or related work in the past 5 years. The schedule must indicate the Name of the entity, Description of the service, Value of the contract, Duration and the year in which the service was rendered. Bidders that submits less than 5 testimonials or references will not be evaluated further.**
- u) Service Providers are requested to register with National Treasury Central Supplier Database system.
- v) **All Bidders must continuously monitor amendments that may be made on TEDA the e Tender website for the above bid.**
- (w) TEDA will not be held liable/responsible in the event that Tenderers do not view responses to questions/queries/comments which were posted on the e-Tender portal**
- (x) Cash and Bank-guaranteed cheques will not be accepted. Proof of payment must be submitted together with bid documents. Bidders who did not pay will automatically be disqualified. Below find banking details for the Tshwane Economic Development Agency.**

**The TEDA Bank Details are as follows:**

**Account Name: Tshwane Economic Development Agency**

**Account Number: 4093241083**

**Bank Name: ABSA**

1.4 Proposals will be evaluated in the following manner:

- a) Compliance with minimum requirements of the bid
- b) Functionality, looking at minimum qualifying function criterion;
- c) Functionality, looking at the minimum qualifying score on functionality;
- d) Inspections *in loco* or site visits, at the discretion of TEDA;
- e) Shortlisted bidders, at the discretion of TEDA;
- f) Oral Presentations, at the discretion of TEDA;
- g) Price; and
- h) Preferential points under the provisions of the *Preferential Procurement Policy Framework Act*.

1.5 The evaluation criteria for measuring functionality, the weight of each criterion, the applicable values, the minimum qualifying criterion for functionality and the minimum qualifying score for functionality are all set out in PART B of this TOR. TEDA may disqualify all bidders from further evaluation that do not:

- a) fulfil all of the minimum qualifying criterion for functionality; and
- b) achieve the minimum qualifying score for functionality.

1.6 Further, TEDA reserves the right, at its sole election, to compile a short list of up to 3 (three) bidders ("**shortlisted bidders**"), deemed by TEDA to be highest scoring on functionality, preferred or otherwise most appropriate, after the initial screening, checking of administrative compliance to the requirements of this TOR, the evaluation of the bidders' proposals on functionality and/or the inspections *in loco*. If TEDA elects to compile a short list, as afore envisaged, then only the short listed bidders will compete further in the remainder of the evaluation for price and equity preference and in the adjudication processes, while non-short listed bidders will be disqualified.

2. **LEASE PROPOSAL:**

- 2.1 The lease will be for a period of five (5) years with an option to extend for another 5 years
- 2.2 Although bidders are allowed to propose fixed rate of escalation on the price/rentals for the duration of the proposed lease, preference will be given to bidders that propose a escalation annual price/rental escalation that is linked to the Consumer Price Index ("**CPI**"), as published by Statistic SA from time to time..
- 2.3 The premises/office must be ready for tenant occupancy by **01 November 2019**, or as soon thereafter as may be reasonable. Preference will be given to proposal that offer an occupation date of not later than **01 November 2019** and that preference will drop as the occupation date is further delayed. The idea is to provide TEDA with as much time, as possible, to get settled in the premises (e.g. providing for tenant installation etc, if necessary).



### **3. NON-EXPECTATION:**

Notwithstanding anything stated in the Request for Proposals (“**RFP**”), in the advertisements published in respect of the RFP, this Terms of Reference (“**TOR**”), any answers or clarification provided by TEDA as part of the SCM process or otherwise:

- 3.1 the procurement of accommodation, goods or services will be at TEDA’s sole and absolute discretion and TEDA reserves the right, *inter alia*,:
  - 3.1.1 not to accept any proposal/bid and to cancel the RFP and this TOR, without awarding any contract;
  - 3.1.2 unilaterally to amend/supplement/split the specifications on the basis of which the RFP and this TOR is made, including but without limiting, the right to withdraw any part of the service requirement;
  - 3.1.3 to ask clarification of their proposals/bids from any one, more or all of the bidders;
  - 3.1.4 to request any one, more or all of the bidders to make presentations to TEDA;
  - 3.1.5 to conduct one or more inspections *in loco* or site visits at the premises, venues and facilities offered;
  - 3.1.6 to split the award of the contract between two or more bidders, as TEDA may deem appropriate;
  - 3.1.7 to negotiate with any one, more or all of the bidders, as TEDA may deem appropriate;
  - 3.1.8 to accept any proposal/bid it considers advantageous; and
  - 3.1.9 to link any conditions it deems appropriate to its acceptance of any bid.
- 3.2 the RFP, its advertisements or this TOR does not constitute an offer. The aforementioned documents intend only to provide enough information for the preparation and submission of comparable proposals by the bidders.
- 3.3 the lowest or any proposal/bid may not necessarily be accepted.
- 3.4 nothing in the RFP, this TOR or in the advertisements published in respect of the RFP or in the actions of TEDA, the Head/Acting Head of TEDA, any of TEDA’s Bid Committees, TEDA’s agents, members, officials or employees must be construed as creating any expectation, legitimate or otherwise, regarding matters dealt with in the RFP, the adverts for the RFP or this TOR or any other matters.

### **4. ENQUIRIES:**

Talitha Setshedi Tel 012 358 6541

### **5. BID DOCUMENTS & BIDDER MUST SHOW INTEREST IN THE BID:**

- 5.1 TEDA’s normal tender documents must be completed and submitted on the official TEDA forms (such forms may not be retyped or changed in any way). TEDA’s normal tender documents, including this TOR, are available to interested parties.

- 5.1.1 The interested party making a formal request must download the tender document from e tender. Consequently, telephonic requests for bid documents will not be entertained.

**6. DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*):**

**TEDA Office  
5<sup>th</sup> floor Anker Building  
1279 Mike Crawford Avenue  
Centurion**

- 6.1 Bid Documents that are too large to fit into the tender/bid box must be handed in at TEDA's Reception during office hours, where after such bid documents will be placed in the bid box by other means.

**7. ONLY ORIGINAL/ SIGNED BID DOCUMENTS WILL BE ACCEPTED. AS SUCH, BID DOCUMENTS SUBMITTED ELECTRONICALLY OR BY E-MAIL WILL NOT BE ACCEPTED OR CONSIDERED.**

**8. THE BID BOX IS OPEN 24 HOURS, SEVEN DAYS A WEEK**

**9. SUBMITTING BIDS ON TIME:**

- 9.1 Bidders should ensure that bids are delivered timeously to the correct address, as set out in paragraph 7 above.
- 9.2 Although TEDA allows the submission of bids via post, it shall remain the sole responsibility of all bidders to ensure that their bids reach TEDA at the correct physical address, as set out in paragraph 7, above, on or before the closing time and date and the bidders will carry the sole risk for bids becoming lost, damaged or intercepted in transit or being delivered late to the physical address, as set out in paragraph 7, above. If the bid is late, for any reason whatsoever, it will not be accepted for consideration.

## **PART A**

### **1. Particulars to be furnished and Administrative compliance**

**TERMS OF REFERENCE (“TOR”) MUST BE COMPREHENSIVELY COMPLETED AND ALL REQUIRED DOCUMENTS MUST BE SUBMITTED, IN THE PRESCRIBE FORMAT**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS AND SUCH FORMS MUST NOT BE RETYPED, CHANGED OR QUALIFIED BY THE BIDDER'S OWN CONDITIONS, IN ANY WAY WHATSOEVER, SAVE FOR RESPONDING TO THE QUESTIONS ASKED THEREIN .**

Without limiting any of grounds for rejection, invalidity or disqualification of the bidder's bid proposal, as may be provided for elsewhere in this TOR or otherwise in law, any failure on the part of the bidder, *inter alia*, to:

- (a) complete, respond to all questions of the other bid documents;
- (b) provide an original Tax Clearance Certificate that is valid or a unique Pin as provided by SARS alternatively an CSD report.
- (c) unconditionally acknowledge and accept all the terms and conditions of this TOR in writing;
- (d) furnish any required documentation;
- (e) complete the attached forms, questionnaires and specifications in all respects,
- (f) comply with any requirements of this TOR; and/or
- (g) renounce specifically the bidder's own conditions of tender, when called upon to do so, may invalidate the bid or proposal, which may result in the bidder being disqualified from further consideration.

### **2. Terms**

- 2.1 I/We (i.e. the bidder) hereby bid to supply all or any of the accommodation needed, supplies and/or to render all or any of the services described in this documents to TEDA on the terms and conditions and in accordance with the specifications stipulated in my/our bid/proposal, as read with this TOR, its attachments and/or the other bid documents, at the prices and on the terms regarding time for delivery and/or execution inserted therein.
- 2.2 I/We (i.e. the bidder) hereby confirm that the terms, conditions, answers, warranties and/or undertakings set out in my/our proposal/bid, this TOR, its attachments and/or the other bid documents, are all incorporated herein, as if specifically repeated and I/we confirm/verify and warrant the correctness thereof, in all respects and I/we (i.e. the bidder) agree to be bound thereby.

## **PART B**

### **Minimum and Preferred Specifications for the accommodation, goods, works or services**

#### **1. DESCRIPTION:**

- 1.1 TEDA wants to maintain a formal presence in the Gauteng Province, by procuring a new lease or a newly leased office in Centurion Area
- 1.2 Qualifying property owners, property managers or service providers may make proposals to provide office accommodation on a lease basis for TEDA office in Centurion.

#### **2. QUALIFICATIONS AND REQUIREMENTS FOR THE BIDDER**

- 2.1 The bidder may be a single person, single business entity or a consortium of persons or entities, as long as such a consortium is and remains represented by a single person or entity. As such, if the service provider consists of a consortium of various companies, TEDA will sign a contract with only one entity.

#### **3. ADMINISTRATIVE COMPLIANCE**

Bid proposal that do not comply materially with the requirements for proposals in respect of form (e.g. correct documents used, documents properly signed and commissioned, appropriate number of copies (hard and or soft) provided, required documents attached etc.), *inter alia*, as set by this TOR may be disqualified and fall out of contention for further evaluation.

#### **4. MINIMUM QUALIFYING AND PREFERRED FUNCTIONAL REQUIREMENTS:**

- 4.1 After evaluating the bid proposal for administrative compliance (e.g. the bidder's compliance to the requirements and instructions of this TOR concerning the form and format of the bid documents submitted to TEDA), the bid proposals that were not disqualified for material non-compliance to the administrative requirements of this TOR will firstly be evaluated on functionality in a two phased approach, as follows:

##### **4.1.1 Phase One: Minimum Qualifying functional requirements:**

- 4.1.1.1 TEDA places it on record that it intends to apply certain minimum qualifying functional requirements for the premises or offices offered to TEDA and for the bid proposals, which minimum qualifying functional requirements will be used for purposes determine compliant bid proposals.

- 4.1.1.2 The Minimum qualifying criteria for functionality are all set out in paragraph 4.2 of PART B of this TOR, below.

**4.1.2 Phase Two: Minimum qualifying score for functionality of 80% (eighty percent) or more:**

4.1.2.1 TEDA places it on record that it intends to evaluate and score a number of other technical and/or functional requirements or preferences and only bidders that achieve a **minimum qualifying score of 80% (eighty percent) or more will be considered for further evaluation**, while the bidders with qualifying scores of lower than 80% (eighty percent) will be disqualified from further evaluation.

4.1.2.2 The evaluation criteria for measuring technical and/or functional requirements or preferences, the weight of each criterion, the applicable evaluation values and the minimum qualifying score for functionality are all set out in paragraph 4.4 of PART B of this TOR, below.

**4.1.3 Inspections *in loco* of or site visits to premises offered by qualifying bidders:**

4.1.3.1 To ensure the suitability and acceptance of the location of the proposed site and of the premises offered, TEDA may conduct one or more site visits or inspections *in loco*, at any time, which site visits or inspections *in loco* may be scored and used to assist TEDA in:

- (a) finalising its phase one and/or phase two evaluation of functional requirements or preferences, as envisaged in paragraphs 4.1.1 and 4.1.2 of PART B to this TOR, above; and/or
- (b) considering whether or not to compile a shortlist, as envisaged in paragraph 4.1.4 of PART B to this TOR, below.

4.1.3.2 TEDA may evaluate and score the site visits or inspections *in loco* and may review and/or reconsider the evaluation scores given during phases one and/or two of the functional evaluation, as envisaged in paragraphs 4.1.1 and/or 4.1.2 of PART B to this TOR, above, and review any short list established, if any.

**4.1.4 Short listing of top (3) three scoring or preferred qualifying bidders on functionality:**

4.1.4.1 TEDA reserves the right, at its sole election, to compile a short list of up to 3 (three) bidders, deemed by TEDA to be highest scoring on functionality, preferred or otherwise most appropriate, after the initial screening, checking of administrative compliance to the requirements of this TOR, the evaluation of the bidders' proposals on functionality and/or the evaluation of the inspections *in loco*.

4.1.4.2 If TEDA elects to compile a short list, as afore envisaged, then only the short listed bidders will compete further in the remainder of the evaluation for price and equity preference and in the adjudication processes, while non-short listed bidders will be disqualified and fall out of further contention.

**4.1.5 Oral Presentations by bidders:**

TEDA reserves the right, at its sole election, to call-in any bidder, especially shortlisted bidders, to do oral presentations to TEDA concerning their bid proposals, which presentations TEDA may evaluate, score and use to review and/or reconsider its previous evaluation of the functionality of the bidder's proposals and to reconsider the appropriateness or not and ranking of the bidder's short listing, if any (e.g. the evaluations of the presentations may result, *inter alia*, in previously shortlisted bidders being removed from the shortlist or being reduced in the ranking on the shortlist).

### Minimum qualifying functional requirements

- 4.2 The following are minimum qualifying criterion. As such, any bid proposal that fails to meet or comply fully with any one or more or all of the minimum qualifying criterion will be disqualified and will fall out of contention for further evaluation:
- 4.2.1 The premises must be offered to TEDA under an operating lease/a purchase agreement, (i.e. not public-private partnership or finance lease);
- 4.2.2 The lease period must be for five (5) years with an option to extend for another 5 years.
- 4.2.3 The premises must be situated within Centurion/Pretoria, in the Gauteng Province;
- 4.2.4 The premises must have or offer approximately 2200 m<sup>2</sup> (Three thousand square meters) of usable "Grade A" office space;
- 4.2.5 The premises must have or offer approximately 70 (sixty) on-site parking bays, which are situated in a secure area off-street;
- 4.2.6 The premises must be within a safe and corporate environment, as deemed acceptable by TEDA in its sole and absolute discretion, which *inter alia* means that the property and the buildings (including the office offered to TEDA) comprising the bidder's proposal and that of neighbouring properties must have an upmarket and corporate look, image and feel. Proposal for offices within industrial areas or operating from residential areas or houses etc. will not be considered.
- 4.2.7 Full and beneficial occupation of the premises must be offered to TEDA on 01 November 2019, or as soon thereafter as may be possible.

| Evaluation Criteria  | Is the Bidder's bid proposal compliant (Yes or No) |
|--|--|
| Are the premises offered to TEDA under an operating lease/a purchase agreement (i.e. not, public-private partnership or finance lease)?  |  |
| Is the lease period for five (5) years with an option of extending for another 5 years   |  |
| Are the premises situated within the city limits of Centurion, in the Gauteng Province?  |  |
| Do the Premises (offered to TEDA for lease/purchase) offer <u>approximately 70</u> parking bays for the exclusive use of TEDA and its members, which parking bays must be situated in a secure area that is off the street?  |  |
| Are the premises situated within a safe and corporate environment, which <i>inter alia</i> means that the property and the buildings (including the office offered to TEDA) comprising the bidder's proposal and that of neighbouring properties must have an upmarket and corporate look, image and feel? |  |
| Are the premises offered within an industrial area   |  |
| Can TEDA take full and beneficial occupation of the premises on 01 November 2019   |  |
| If not, what is the earliest possible occupation date?   |  |

- 4.3 Only bid proposal that meet the minimum qualifying functional requirements, as set out in paragraph 4.2 of PART B of this TOR, above, will be accepted for further evaluation in the SCM or procurement process, while all non-complying bid proposals will be disqualified.

**Minimum qualifying score of 80% (eighty percent) or more for functionality:**

- 4.4 All qualifying bid proposals that meet the minimum qualifying functional requirements, as set out in paragraph 4.2, of PART B to this TOR, above, will be further evaluated against the functional criterion and against the weighting and values applicable to each such criterion, as set out below:

| No.  | Description of Functional Criterion  | Weighting for each criterion. | Value of each criterion, as evaluated by the Bid Evaluation Committee (BEC) by means of the TECHNICAL WEIGHT VALUES (i.e. 0 to 5), as explained, below. | Does this criterion form part of bidder's proposal or is the bidder compliant with this criterion? (Yes or No)<br>Also, indicate where or in which paragraph of the bidder's bid proposal we can find the reference to this criterion.<br>(To be answered and completed by the bidder) |
|--|--|-------------------------------|---|--|
| 1  | Results of inspections <i>in loco</i> or site visits, if conducted. Alternatively an evaluation of the photos submitted as part of the bid proposal  | 5                             |   |  |
| 2  | Evaluation of Bidder's Executive Summary and previous experience, including that of its key personnel  | 5                             |   |  |
| 3  | Evaluation of Bidder's Organisation & Methodology  | 5                             |   |  |
| <b>Location, Design, Look, Feel and Lay-out of Premises, Building and Property</b> |  |                               |   |  |
| 4  | Premises offer between approximately <b>2200 m<sup>2</sup></b> of usable office space.   | 5                             |   |  |
| 4.1  | Premises offers "Grade A" office space, fittings and finishes:<br>(a) Generally, the Building must not be older than 10 years, unless recently renovated;<br>(b) Prime location;<br>(c) High-quality finishes;<br>(d) Adequate on-site parking; and<br>(e) Air-conditioning. |                               |   |  |
| 4.2  | When was the Building constructed, specify date of completion of   |                               |   |  |

|      |   |   |
|------|---|---|
|      | building work?  |   |
| 4.3  | If the Building is older than 10 years, specify when the building was last renovated  |   |
| 4.4  | If the Building was renovated, please specify what renovation work was done (If the space is insufficient, a separate page or pages may be added)   |   |
|      |   |   |
| 4.5  | Specify the cost involved in all renovation work to date for the past 10 years  | R |
| 4.6  | Specify the cost of the last renovation work performed on the building  | R |
| 4.7  | Proof of all renovation work done and/or invoices for payments towards renovation work must be submitted along with the bidder's proposal/bid and completion certificate.   |   |
| 4.8  | Are the Building and the premises offered to TEDA fully air-conditioned?  |   |
| (a)  | If so, please provide details or motivation for saying so   |   |
|      |   |   |
| 4.9  | Does the Building and the premises offered to TEDA have high quality finishes?  |   |
| (a)  | If so, please provide details or motivation for saying so   |   |
|      |   |   |
|      |   |   |
| 4.10 | Are the Property and the Building in a "prime location"?  |   |
| (a)  | If so, please provide details or motivation for saying so   |   |
|      |   |   |
|      |   |   |
| 4.11 | Does the property or the building offer adequate on-site parking?   |   |
| (a)  | If so, please provide details or motivation for saying so   |   |
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|      |   |   |
| 5    | TEDA will <i>inter alia</i> consider the location, the age of the building, the general condition of the property and the buildings and the quality and age of the finishing (e.g. signage, fences and gates, gardens, ceilings, light fittings, air-conditioning units and ducting, bathrooms and toilets, kitchens, walls, tiles and carpets etc.). | 5 |
| 5.1  | To qualify for this preference, the bidder must provide full details or photos concerning all of the aforementioned criteria. (If the space   |   |



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|     | is insufficient, a separate pages or pages may be added)  |   |  |  |
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| 6   | Property, Buildings and Premises are located in a relatively safe and quite environment   | 5 |  |  |
| 6.1 | Is the property, the building and the premises in a relatively safe environment?  |   |  |  |
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| 7   | The Property, Building and Premises are located within a corporate environment and have an upmarket look and feel   | 5 |  |  |
| 7.1 | Is the property, the building and the premises within a corporate environment?  |   |  |  |
| (a) | If so, please provide details   |   |  |  |
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| 7.2 | Do the property, the building and the premises have an upmarket look and feel?  |   |  |  |
| (a) | If so, please provide details   |   |  |  |
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| 8   | Easy access to main roads and relatively low traffic congestion   | 5 |  |  |
| 8.1 | Is the property easily accessible? If so, please provide details  |   |  |  |
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| 9   | The property, the building and the premises (including the interior of the office space) must comply with all site related issues like zoning rights (e.g. office rights), servitudes, national/provincial and local authority requirements, environmental, | 5 |  |  |

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|      | heritage, fire protection requirements, Occupational Health and Safety Standards (including the provisioning of the necessary signage, evacuation plans and routes etc.), electrical compliance and other related statutory requirements must be cleared. Proof of compliance or clearance must be submitted along with the bidder's proposal/bid. |   |  |  |
| 9.1  | If so, please provide details or motivation for saying so, in respect of each of the factors mentioned above. (If the space is insufficient, a separate pages or pages may be added)   |   |  |  |
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| 10   | Do the premises have the potential for an efficient space design and layout that provide for both separate enclosed offices and open plan office areas?  | 5 |  |  |
| 10.1 | Do the premises offer the potential for both open plan and enclosed offices? If so, please provide details or motivation for saying so. (If the space is insufficient, a separate pages or pages may be added)   |   |  |  |
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| 11   | Do the premises offers good sound insulation and low sound pollution   | 5 |  |  |
| 11.1 | If so, please provide details (If the space is insufficient, a separate pages or pages may be added)   |   |  |  |
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| 12   | Is the premises handicapped accessible and disabled friendly, which means that the premises and offices, including toilet facilities, offered to TEDA are easily accessible by disabled persons, including those in wheelchairs? Please give full details of all provisions made for the disabled.   | 5 |  |  |

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| 12.1 | If so, please provide details or motivation for saying so. (If the space is insufficient, a separate pages or pages may be added)   |   |  |  |
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| 13   | Are the premises offered to TEDA fitted with separate meters to record TEDA's gas, water and electrical usage? To qualify for this preference, the Landlord must at its expense supply, fit, commission, maintain, replace, repair, service and read the separate meters. | 5 |  |  |
| 13.1 | Is every individual office and store room in the premises fitted with an air-conditioning unit or will the bidder have such individual units fitted, as part of this bid proposal?  |   |  |  |
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| 14   | Premises that offer interior ablution or toilet and kitchen facilities for the exclusive use of TEDA, in addition to offering common use area ablution facilities or toilets in the building, will receive preference   | 5 |  |  |
| (a)  | Does the property or the building offer common use or common area ablution or toilet facilities?  |   |  |  |
| (b)  | If so, please specify:<br>- the number of common use ablution or toilet facilities;<br>- the exact number of toilets;<br>- the exact number of basins; and<br>- the exact number of urinals, in each such facility? And indicate if it is earmarked for males or females. |   |  |  |
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| 15   | Preference will be given to proposals that offer TEDA an <u>all-inclusive cost-to-company gross</u>   | 5 |  |  |

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|                | rental, inclusive of everything except water and light used on the premises, which must still be added as used by TEDA.  |   |  |  |
| 15.1           | Does the bidder offer an all-inclusive cost-to-company gross rental, inclusive of everything except water and light used on the premises?  |   |  |  |
| <b>Parking</b> |  |   |  |  |
| 16             | Do the Premises (offered to TEDA for lease/purchase) offer approximately 70 parking bays for the exclusive use of TEDA and its members, which parking bays must be situated in a secure area that is off the street? | 5 |  |  |
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| 16.1           | Are these parking bays in a secure area, and off the street  |   |  |  |
| 16.2           | If the bidder states that the parking bays are secure or in a secure area, please provide details  |   |  |  |
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| 17             | The Premises offered to TEDA offer <u>covered</u> parking bays (e.g. basement or some other form of covered parking such as solid or shade-net cover etc.)   | 5 |  |  |
| 17.1           | Are the parking bays covered?  |   |  |  |
| 17.2           | How many of the parking bays offered to TEDA offer some other form of cover (otherwise than basement parking)?   |   |  |  |
| (a)            | Please specify the mode of cover provided to the covered parking bays referred to in item 19.3, above (e.g. solid roof or shade-net cover etc)   |   |  |  |
| 17.3           | How many parking bays offered to TEDA are open parking, without any form of cover?   |   |  |  |
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| 18              | Preference will be given to proposals that offer TEDA a right of first refusal or first option to lease any office space, storerooms and parking bays that may fall vacant or come-up for lease renewal, which TEDA can then lease at TEDA's then applicable rental or a lower rental and on the same terms and conditions applicable to the other office space, storerooms and parking bays already leased by TEDA. | 5 |  |  |
| 18.1            | Does the bidder in the bid proposal give TEDA a right of first refusal or first option to lease/purchase, as envisaged in item 21, above?  |   |  |  |
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| <b>Security</b> |  |   |  |  |
| 19              | TEDA offices are grouped together and can be separated from other tenants and common areas, easily. The offices form a close-knit unit that can be secured as a single unit in such a manner as to have no walk through traffic from other tenants or visitors.  | 5 |  |  |
| 19.1            | Are all of the office spaces or storerooms offered to TEDA located within the same building?   |   |  |  |
| (a)             | If the space is slit across more than one building, please indicate if the buildings are linked to each other to allow a person to go from one building to the next without being exposed to the elements.   |   |  |  |
| (b)             | If the space is slit across more than one building, please indicate the exact distance(s) (in meters) between all the buildings  |   |  |  |
| (c)             | If the space is slit across more than one building, please indicate if the buildings are linked to each other via ICT conduits to allow the buildings to be connected together for telephone   |   |  |  |

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|      | and data use.   |   |  |  |
| 19.2 | Are all of the office spaces or storerooms offered to TEDA located within the same wing of the building?  |   |  |  |
| (a)  | If the space is slit across more than one wing of the building, please indicate the exact distance(s) (in meters) between all the wings of the building   |   |  |  |
| (b)  | If the space is slit across more than one wing of the building, please indicate if the wings to the building are linked to each other via ICT conduits to allow the wings of the building to be connected together for telephone and data use.  |   |  |  |
| 19.3 | Are all of the office spaces or storerooms offered to TEDA located on the same floor of the building?   |   |  |  |
| 19.4 | Are all the office spaces or storerooms offered to TEDA located close together, as a close-knit unit?   |   |  |  |
| 19.5 | Are there any common areas or areas allocated to other tenants between the office spaces or storerooms offered to TEDA?   |   |  |  |
| 19.6 | Will TEDA be able to avoid, prohibit or control walk through traffic from other tenants or visitors within TEDA's total premises or areas?  |   |  |  |
| (a)  | If so, please specify how TEDA would be able to secure all its office space and storeroom together, so as to avoid walk through traffic from other tenants or visitors? (If the space is insufficient, a separate pages or pages may be added). It may be a good idea to submit floor plans indicating the grouping together of the office spaces and storerooms, which show how walk through traffic can be avoided. |   |  |  |
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| 20   | Proposals that offer perimeter security fences and access gates to the property will receive preference   | 5 |  |  |
| 20.1 | Is the property protected by  |   |  |  |

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|      | perimeter security fences?  |   |  |  |
| (a)  | If so, please provide details or motivation for saying so (e.g. a full and detailed description of the make, material of manufacture and height of the fence must at least be provided). Photos of the fence are advisable  |   |  |  |
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| 20.2 | Is the property protected by access gates or security controlled boom gates?  |   |  |  |
| (a)  | If so, please provide details. Photos of the access gate(s) or boom gates are advisable.  |   |  |  |
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| 21   | Proposals that offer security guards at the property or the building and access control will receive preference. The contract for the security services must be the Landlord/bidder's responsibility and the monthly payments must be for the Landlord/bidder's account (e.g. TEDA's proportionate share of the costs of security guards must already be included in TEDA's gross rental). To qualify for this preference, the security company must be registered with PSIRA and be in good standing with PSIRA. Proof of this registration must be attached to the bidder's proposal. | 5 |  |  |
| 21.1 | Is the property or building protected by security guards?   |   |  |  |
| (a)  | Specify the number of guards, their grading (proof of grading must be attached), shift working hours and placement at property during working days.   |   |  |  |
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| (b)  | Specify the number of guards, their grading, shift working hours and  |   |  |  |

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|      | placement at the property during public holidays and over weekends.  |   |  |  |
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| 21.2 | Is the contract with the security company and the security guards in the name of and the responsibility of the bidder or landlord?   |   |  |  |
| 21.3 | What is the full Names and PSIRA registration number of the security company that provides the security guards to the property?  |   |  |  |
|      |  |   |  |  |
| 21.4 | Is the monthly cost in regards to the security guards part of the operating costs that are already included in TEDA's all-inclusive gross rental (i.e. there will be <u>no</u> additional costs for TEDA's account)? |   |  |  |
| 22   | Access control and security to the parking areas or bays   | 5 |  |  |
| 22.1 | Is there access control (manual or automated) to the parking areas or parking bays (e.g. guards or automated gates etc.)?  |   |  |  |
| (a)  | If so, please provide details or motivation for saying so. Photos of the security to the parking areas or bays are advisable.  |   |  |  |
|      |  |   |  |  |
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|      |  |   |  |  |
| 22.2 | Will the vehicles parked in the parking area or parking bays be secure?  |   |  |  |
| (a)  | If so, please provide details. What type of security is provided for the parking area or parking bays (e.g. security guards access control, security gates with access control, fences etc.)                         |   |  |  |
|      |  |   |  |  |
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| 23   | Proposals that offer installed and commissioned alarm system, panic buttons and motion sensors, which  | 5 |  |  |



|   |  |   |  |  |
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|   | alarm system must be linked to a security company for monitoring and response will receive preference. The contract for the security services must be the Landlord/bidder's responsibility and the monthly payments must be for the Landlord/bidder's account (e.g. TEDA's proportionate share of the costs of the maintenance, monitoring and response by a security company must already be included in TEDA's gross rental). To qualify for this preference, the security company must be registered with PSIRA and be in good standing with PSIRA. Proof of this registration must be attached to the bidder's proposal. |   |  |  |
|   |  |   |  |  |
|   |  |   |  |  |
| 24  | Is the property, the building or the premises fitted with fully functioning and commissioned CCTV surveillance?  | 5 |  |  |
| (a)   | If so, please provide details  |   |  |  |
|   |  |   |  |  |
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|   |  |   |  |  |
| <b>Security or Safety Gates to Access Doors</b> |  |   |  |  |
| 25  | Proposals that offer security (biometric system) or safety gates to all access doors to the premises offered to TEDA will receive preference.  | 5 |  |  |
| 25.1  | Are all exterior access doors to the premises offered to TEDA fitted with security (biometric system) or safety gates?   |   |  |  |
| (a)   | If all access doors to the premises offered to TEDA are not fitted with security (biometric system) or safety gates that comply with "MISS" requirements, will the bidder/landlord do the necessary, at its expense, to have such fully security or safety gates fitted?   |   |  |  |
| (b)   | If only partially, please specify which access doors are fitted with security biometric system and/or gates  |   |  |  |
|   |  |   |  |  |

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|                    |  |   |  |
| (c)                | If only partially, please specify which access doors are not fitted with biometric system and/or security gates  |   |  |
| (d)                | Preference will be given to service providers that offers electronic scanning devices at the security reception  |   |  |
| (e)                | Preference will be given to service providers that offer weapon safes at security reception  |   |  |
|                    |  |   |  |
|                    |  |   |  |
|                    |  |   |  |
| <b>Fire Safety</b> |  |   |  |
| 26                 | Preference will be given to premises that offer fire escape doors that are fitted with a push bar locking mechanisms or some other form of fire emergency unlocking mechanisms that will still be secure from unwanted entrance from outside, but offer easy opening of the fire escape doors in case of emergency from the inside | 5 |  |
| 26.1               | Are the premises fitted with fire escape doors?  |   |  |
| (a)                | If so, how many?   |   |  |
| (b)                | Are the fire escape doors fitted with push bar emergency unlocking mechanisms?   |   |  |
| (c)                | If not, with what other form of fire emergency unlocking mechanisms are used?  |   |  |
| 27                 | Premises fitted with fire detection and/or smoke detectors are preferred   | 5 |  |
| 27.1               | Are the premises fitted with fire detection or smoke detectors?  |   |  |
| (a)                | If so, how many detectors are fitted   |   |  |
| (b)                | When last were these detectors serviced?   |   |  |
| 28                 | Premises fitted with firefighting equipment to make the property, the buildings and the premises fully compliant with all fire safety laws, regulations and by-laws, including fire extinguishers and the regular servicing thereof, will be preferred   | 5 |  |
| 28.1               | Are the premises fitted with   |   |  |

|   |   |   |  |  |
|---|---|---|--|--|
|   | firefighting equipment, as may be required by all fire safety laws, regulations and by-laws?  |   |  |  |
| 29  | All smoke detectors and other firefighting equipment is procured, installed, commissioned, replaced, repaired, maintained and regularly services by the bidder/landlord, at the bidder/landlord's sole expense  | 5 |  |  |
| (a)   | Is the contract with the service providers for the maintenance and regular servicing of the fire detectors and firefighting equipment in the name of and the responsibility of the bidder or landlord?  |   |  |  |
| (b)   | Is the annual cost in regards to the service providers for the maintenance and regular servicing of the fire detectors and firefighting equipment part of the operating costs that are already included in TEDA's all-inclusive gross rental (i.e. there will be no additional costs for TEDA's account)? |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
| (c)   | What type of fire safety and security, if any, is provided to the storerooms?   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
|   |   |   |  |  |
| <b>Property, Building and leased Premises Maintenance</b> |   |   |  |  |
| 30  | The property, buildings and the office (both its exterior <u>and its interior</u> ) offered to TEDA are fully serviced and maintained by the Landlord, at the Landlord's sole expense, against TEDA paying an all-inclusive cost-to-company gross rental. See paragraph 4.5 of PART B of this TOR, below. | 5 |  |  |
| 31  | Is the cost in regards to the maintenance of the property, the buildings <u>and the premises</u> offered to TEDA, both the exterior <u>and the interior</u> (e.g. geysers, plumbing,  | 5 |  |  |

|      |   |   |  |  |
|------|---|---|--|--|
|      | electrical, wiring, light fittings, air-conditioners and other items referred to in paragraph 4.5 of PART B to this TOR, below included in the operating costs that are already included in TEDA's) all-inclusive gross rental (i.e. there will be no additional costs for TEDA's account)?   |   |  |  |
| (a)  | Provide details of what will be maintained and what will not be maintained  |   |  |  |
|      |   |   |  |  |
|      |   |   |  |  |
|      |   |   |  |  |
|      |   |   |  |  |
|      |   |   |  |  |
| 32   | Proposals where the Landlord guarantees a turn-around time on the making of repairs or in doing maintenance on the property, the building and the premises in response to reports/complaints received from TEDA will receive preference   | 5 |  |  |
| 32.1 | Does the bidder or landlord offer and guarantee a turn-around response time in making repairs or effecting maintenance, in response to complaints from TEDA?  |   |  |  |
| (a)  | If so, what turn-around time does the bidder or landlord guarantee (e.g. next working day or within 2 working days etc.). Please be specific  |   |  |  |
| 33   | Proposals that entitle TEDA to make its own repairs and to apply a set-off of such expenses against the rental payable by TEDA, in any event where the Landlord or bidder fails or refuses to make such repairs or to conduct such maintenance work with the guaranteed turn-around time, from receipt of the report/complaint from TEDA will receive preference. | 5 |  |  |
| 33.1 | Will TEDA be entitled to make the repairs or to do the maintenance work, if the bidder or landlord fails or refuses to make the repairs or do the required maintenance work   |   |  |  |

|   |  |   |  |  |
|---|--|---|--|--|
|   | within the guaranteed turnaround time?   |   |  |  |
| 33.2  | If TEDA is entitled to make the repairs or do the maintenance work, will TEDA be entitled to apply a set-off of such expenses against the rental payable by TEDA?  |   |  |  |
| 33.3  | Preference will be given to service providers who offers Uninterrupted Power Supply (UPS) generator that kicks in within 3-10 seconds of power failure   |   |  |  |
| <b>Tenant installation, fit-out and allowance</b> |  |   |  |  |
| 34  | Proposals where the Landlord/bidder offers, at the Landlord's expense, to customise the premises by means of tenant installation to fit TEDA's corporate image and to suit TEDA's operational functions (including change in drywalls and moving of air-conditioning units etc.), according to the specifications of TEDA, will receive preference. In this regard, TEDA would expect the Landlord either to do TEDA's tenant installation, fit-out and alterations to the requirements of TEDA or offer a good tenant installation allowance to TEDA. Alternatively, the greater the tenant installation allowance offered by the Landlord/bidder, the more preference under this criterion will be given to the proposal | 5 |  |  |
| 34.1  | Is it part of the bidder's proposal to do TEDA full tenant installation or fit-out of the premises, to the <u>full requirements</u> of TEDA?   |   |  |  |
| 34.2  | If not to the full requirements of TEDA, then please specify up to what level or cost will the bidder or landlord do the tenant installation or fit-out of TEDA.   |   |  |  |
|   |  |   |  |  |
|   |  |   |  |  |
| 34.3  | Alternatively, please specify up to what level or cost will the bidder or landlord contribute to the tenant installation or fit-out of the premises for TEDA.  |   |  |  |

|                                    |   |   |  |  |
|------------------------------------|---|---|--|--|
|                                    |   |   |  |  |
|                                    |   |   |  |  |
| 35                                 | Proposal that undertake not to require TEDA to re-instate the premises (e.g. removing the tenant installation, drywalls or cables etc.), at the expiry or termination of the lease will receive preference.   | 5 |  |  |
| 35.1                               | Is it part of the bidder's proposal that TEDA will <u>NOT</u> be required to reinstate the premises (e.g. removing the tenant installation, drywalls or cables etc.), upon the expiry or termination of the lease or upon TEDA vacating the premises? |   |  |  |
| 35.2                               | If TEDA is not released from having to reinstate the premises, in full or in part, what reinstatement will the Landlord expect from TEDA? Please be specific  |   |  |  |
|                                    |   |   |  |  |
|                                    |   |   |  |  |
|                                    |   |   |  |  |
|                                    |   |   |  |  |
|                                    |   |   |  |  |
|                                    |   |   |  |  |
| <b>Earliest Occupation date</b>    |   |   |  |  |
| 36                                 | Preference will be given to proposal that offer an occupation date of 1 November 2019 and that preference will drop as the occupation date is further delayed.  | 5 |  |  |
| (a)                                | Can TEDA take full and beneficial occupation of the premises offered to TEDA on 1 November 2019   |   |  |  |
| (b)                                | If not, then what is the earliest occupation date offered to TEDA?  |   |  |  |
|                                    |   |   |  |  |
| <b>Low inflationary escalation</b> |   |   |  |  |
| 37                                 | Preference will be given to proposals that offer a low annual rental escalation or offering a fluctuating annual price/rental escalation that is linked to the Consumer Price Index (" <b>CPI</b> "), as  | 5 |  |  |

|   |   |            |  |   |
|---|---|------------|--|---|
|   | reported by Statistic SA.   |            |  |   |
| (a)   | It is part of the bidder's proposal that TEDA's gross rental will escalation for inflation at a rate that is linked to the Consumer Price Index ("CPI"), as reported by Statistic SA? |            |  |   |
| (b)   | What inflationary escalation rate in rentals is offered to TEDA (expressed in percentage alone or expressed as a percentage linked to CPI)?   |            |  |   |
| <b>Maximum score available for functionality, prior to the evaluation thereof according to the formula explained, below</b> |   | <b>185</b> |  |   |
| <b>TECHNICAL WEIGHT VALUE</b>   |   |            |  |   |
|   |   |            |  |   |
| None, Not Compliant at all or Can be ignored, as applicable   |   |            |  | 0 |
| Poor, Barely Compliant or Unimportant, as applicable  |   |            |  | 1 |
| Average, Partially Compliant or Nice to Have, as applicable   |   |            |  | 2 |
| Acceptable, Materially Compliant or Important, as applicable  |   |            |  | 3 |
| Very good, Fully Compliant or Very Important, as applicable   |   |            |  | 4 |
| Excellent, Overly Compliant or Critical, as applicable  |   |            |  | 5 |
| <b>Minimum qualifying score of 80% or more</b>  |   |            |  |   |

- 4.5 TEDA will give preference to any bid proposal where the property, buildings, premises and the office (both its exterior and its interior) offered to TEDA are fully serviced and maintained by the Landlord, at the Landlord's sole expense, against TEDA paying an all-inclusive cost-to-company gross rental. Without limiting the generality of the aforementioned, TEDA would prefer for the Landlord to supply, fit, commission, replace, repair, maintain and regularly service the following, at the Landlord's sole expense:
- 4.5.1 If applicable, remotes and other means of remote access control to the property or the buildings, including providing at least one (1) such remote control for each one (1) of the parking bays leased by TEDA;
- 4.5.2 Fire detection (e.g. smoke detectors and alarms etc.) and firefighting equipment, including fire extinguishers, and the regular servicing thereof and the fitment of fire-push bar emergency unlocking mechanisms to fire doors etc.;
- 4.5.3 The maintenance of any escalators or lifts and the regular servicing thereof;
- 4.5.4 Air-conditioning (central or individual units) to all office and storage spaces and the regular servicing thereof;

- 4.5.5 General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates (including batteries), alarm system including control panel, motion detectors, panic buttons, window and door monitors, siren, battery, radio, antenna and wiring etc.;
- 4.5.6 General and weekly upkeep and maintenance of any court yards, gardens, grounds, trees, plants and lawns;
- 4.5.7 Providing adequate signage, to the reasonable satisfaction, design and guidelines of TEDA, to the external property, the building and the premises offered to TEDA to show the location of TEDA's office, including the general upkeep, maintenance and repair of all signage;
- 4.5.8 Providing signage pertaining to interior floor lay-out plans and emergency (including fire) evacuation plans and routes to the interior property, the building and the premises offered to TEDA, sufficient to meet industry standards and all applicable laws, including the general upkeep, maintenance and repair of all such signage;
- 4.5.9 Pest control on the property, in the building and in the offices of TEDA, including the control of rodents, ants, cockroaches, flies, mosquitoes, moths, snakes, lice and/or any other common pest;
- 4.5.10 Rates, Taxes, Levies, Sanitation, Refuse removal and/or any other levies or charges (Excluding gas, water and electricity consumption in the leased premises) on the property, the building or the premises; and
- 4.5.11 Property, building and third party liability insurance on the property, the buildings and the premises, including SASRIA insurance.
- 4.6 Save for:
- 4.6.1 the monthly rental payable for parking bays leased by TEDA;
- 4.6.2 TEDA's usage as recorded on a monthly basis by means of the separate meters fitted for gas, electrical or water usage by TEDA on the premises, for which usage TEDA will pay; and
- 4.6.3 any proportionate and generally applicable increases in Rates, Taxes and Levies charged by the local authority on the property, the building or the premises, which proportionate increases may be recovered from TEDA as and when they occur, TEDA prefers that the Landlord must offer TEDA an all-inclusive cost-to-company rental. Without limiting the generality of the aforementioned, the Landlord will not be able to recover any of the following from TEDA, not in addition to the all-inclusive cost-to-company gross rental:
- (a) Rates, taxes, levies, refuse and/or sanitation charges charged on the property, building or the premises, by the local authority or any other authority; and/or



- (b) Operational costs or expenses, such as pest control, garden services, security services, in the common areas and to the interior of the offices offered to TEDA, indoor plant services to premises of TEDA, water or gas or electrical usage in the common areas, refuse removal, sanitary fees, domestic or industrial effluent fees, corporate or body corporate or property owners association levies, property or building or glass or third party liability insurance, SASRIA, maintenance or servicing costs in respect of the property or building or the premises, advertisement or promotional fund fees or levies, charges for the installation or reading of meters for gas and water and electrical usage, charges for the lease or stamp duties on the lease, turn-over or profit related rentals and all other aspects.

4.7 Notwithstanding anything to the contrary in this TOR or otherwise, TEDA reserves the right unilaterally to:

- 4.7.1 change, supplement or delete one or more of the minimum qualifying functional requirements, as set out in paragraph 4.2 of PART B of this TOR, above;
- 4.7.2 change, supplement or delete one or more of the Preferred Functional Requirements for the award of preference, as set out in paragraph 4.4 of PART B of this TOR, above;
- 4.7.3 down-grade minimum qualifying functional requirements, as set out in paragraph 4.2 of PART B of this TOR, above, to Preferred Functional Requirements for the award of preference, as set out in paragraph 4.4 of PART B of this TOR, above;
- 4.7.4 change (e.g. increase or decrease) the value or weighting of any the Preferred Functional Requirements for the award of preference, as set out in paragraph 4.4 of PART B of this TOR, above; and/or
- 4.7.5 upgrade Preferred Functional Requirements for the award of preference, as set out in paragraph 4.4 of PART B of this TOR, above, to minimum qualifying functional requirements, as set out in paragraph 4.2 of PART B of this TOR, above, on the giving of written notice thereof by e-mail to all the parties/persons that declared their interest in this RFP, as required by paragraph 5.1 of the Invitation to Make Proposals of this TOR, above.

## **5 CONFIDENTIALITY**

- 5.1 The bidders must ensure confidentiality in respect of all accommodation, goods, works or services rendered to TEDA, including but without limiting:
  - 5.1.1 The location of TEDA's offices;
  - 5.1.2 The expenditure incurred by TEDA pertaining to the accommodation, goods, works or services rendered;
  - 5.1.3 The terms of the contract concluded pursuant to the RFP or this TOR; and
  - 5.1.4 The private information of TEDA's officials or employees.

## **6 PROPOSALS AND FINANCIAL PROPOSALS**

- 6.1 The Bidder's proposal must respond in detail and answer to each and every:
- 6.1.1 Minimum Qualifying Functional Requirements, as set out in paragraph 4.2 of PART B of this TOR, above, where the Bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. The Bidder is requested to make specific reference to the item number, paragraph or sub-paragraph the Bidder is responding to in each and every instance; and
  - 6.1.2 Preferred Functional Requirement, upon which preference may be awarded, as set out in paragraph 4.4 of PART B of this TOR, above, where the Bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. Alternatively make an alternative proposal for consideration by TEDA. The Bidder is requested to make specific reference to the item number, paragraph or sub-paragraph the Bidder is responding to in each and every instance.
- 6.2 Financial proposals must be expressed in South African Rand and must be inclusive of Value Added Tax ("VAT").

## **PART C –Conditions**

### **1 Conditions incorporated by reference:**

The following are incorporated herein by reference, as if specifically repeated and shall apply to the RFP, this TOR, the bidder's proposal/bid and any subsequent contract:

#### **1.1 See General Conditions of Contract (“GCC”) (See PART I to this TOR); and**

### **2. Non-Commitment**

2.1 TEDA is not bound to accept any of the bids submitted.

2.2 It is also herewith confirmed that the results of the technical/functional evaluation, the financial/price evaluation and/or the preference/equity evaluation of the SCM or bid process may not lead to an award and do not constitute any commitment from TEDA.

2.3 TEDA reserves the right to withdraw the RFP, the invitation to make proposals, this TOR or tender and/or to amend this TOR by notice in writing to all parties who have received this TOR.

### **3. Reasons for Rejection**

3.1 TEDA reserves the right to return late bid submissions unopened to the bidder

3.2 TEDA reserves the right not to evaluate bids that are not submitted in the format specified in this TOR or that do not comply materially with the administrative requirements set by this TOR.

3.3 Bidders shall not contact TEDA on any matter pertaining to their bid from the time the bids are submitted to the time the bid evaluation process has been finalised, same where such communication is instigated by TEDA or in response to a TEDA communication. Any effort by a bidder to influence the bid evaluation, bid comparisons or bid award decisions in any manner, may result in rejection of the bid concerned.

3.4 TEDA shall reject a submission if the bidder has committed or is suspected on good cause to have committed a corrupt or fraudulent act in competing for a particular contract or in competing in terms of the RFP or this TOR.

3.5 In addition to any other grounds for rejection of the bidders' bids, as set out elsewhere in this TOR, the bid documents or are otherwise acceptable in law, TEDA may disregard any submission if that bidder, or any of its directors, trustees, members, shareholders, employees or any other person acting on the bidder's behalf or which stand to profit from the bidder's activity:

3.5.1 has or is suspected on good grounds to have abused the Supply Chain Management (“**SCM**”) system of TEDA;

3.5.2 has or is suspected on good grounds to have tried to influence the tender process or the members of TEDA's tender committee(s) or TEDA management;

- 3.5.3 has committed or is suspected on good cause to have committed an act or omission of fraud, corruption or any other improper conduct in relation to any procurement, provisioning or SCM system of TEDA, any private entity or any State institution;
- 3.5.4 has or is suspected on good cause to have inflated the qualifications and/or relevant experience of the bidder, its experts or other staff to be assigned to the project, if applicable;
- 3.5.5 has been placed or is in the process of potentially being placed on:
  - 3.5.5.1 the list of restricted supplier/service providers kept by TEDA and COT, for its own purposes;
  - 3.5.5.2 the list of restricted supplier/service providers kept by any State institution, for its own purposes;
  - 3.5.5.3 the list of restricted suppliers/service providers kept by National Treasury; or
  - 3.5.5.4 the Register for Tender Defaulters in terms of section 29 of the *Prevention and Combating of Corrupt Activities Act, 2004 (No. 12 of 2004)*;
- 3.5.6 has failed to perform on any previous contract and the proof exists (e.g. confirmation received from previous clients of the bidder or credit searches etc). In this regard, the bidder irrevocably gives its permission and consent for TEDA to do a credit, company and director search on the bidder and its directors and to conduct a reference check with any of the bidder's previous clients (those specifically mentioned by the bidder in this TOR or bid documents and any other undisclosed client); and/or
- 3.5.7 has been found or is suspected on good cause to be an official or employee who is in the service of the State, the public sector or TEDA and who have failed or refused to:
  - (a) make such a declaration specifically in the bid documents; or
  - (b) provide written or other proof, to the satisfaction of TEDA, that such an official or employee has the appropriate authority to undertake remunerative work outside his/her employment in the public sector.  
Without limiting the generality of the aforementioned, in any case where the bidder submits that the implicated "State" employee has permission to conduct such an outside business, then the bidder must at least produce:
    - (i) the written permission from the State institution's Executive Authority, as envisaged in section 30 of the *Public Service Act, 1994*; or
    - (ii) if the permission is given by any official of the State institution lower than the Executive Authority of that State institution, then the written permission must be accompanied by:
      - (a) the written delegation from the Executive Authority of the State institution to the Head of the State institution; and
      - (b) the written delegation from that Head of the State institution to the official that signed the written permission.

#### 4. Fraud and Corruption

All prospective bidders are to take note of the implications of contravening the *Prevention and Combating of Corrupt Activities Act, 2004 (Act No 12 of 2004)* and any other relevant statutory provisions.

## **5. Exclusion of Bidders**

Bidders appearing on the list of:

- 5.1 restricted service providers/suppliers compiled by TEDA, for its own purposes;
- 5.2 restricted service providers/suppliers compiled by any State institution, for its own purposes;
- 5.3 restricted service providers/suppliers compiled by National Treasury; and/or
- 5.4 the Register for Tender Defaulters in terms of section 29 of the *Prevention and Combating of Corrupt Activities Act, 2004 (No. 12 of 2004)*,  
may, under no circumstances whatsoever, submit proposals/bids or tenders to TEDA and may further not use, assign, employ or sub-contract any such restricted or listed suppliers/service providers in this proposed project.

## **6. Clarifications**

- 6.1 Any comment an interested party wishes to make regarding the RFP, this TOR or any of the bid documents, may be raised in writing (letter, facsimile or e-mail) to TEDA.
- 6.2 Any clarification required by a bidder regarding the meaning or interpretation of the RFP, this TOR or any of the bid documents, or any other aspect concerning the submission of a proposal/bid, is to be requested in writing (letter, facsimile or e-mail) to TEDA.
- 6.3 The Bid number should be mentioned in all correspondence and communications.
- 6.4 All comments and clarifications will be made available to all bidders, by e-mail only.
- 6.5 The time period in which clarification will be entertained and the date by which such clarifications will be issued are set out in the Bid Process section of this TOR (See PART E of this TOR, below).
- 6.6 It shall remain the bidder's responsibility to ensure that the request for clarification or any other communication actually reaches TEDA within the stipulated period, failing which TEDA may ignore any such communication.

## **7. Alterations to Bids**

Bidders may alter or withdraw their proposals by written notification given to TEDA prior to the deadline for submission of proposals. No proposals may be altered or withdrawn after this deadline, unless done at the behest of TEDA or with TEDA's prior written permission.

## **8. Costs Associated with the Bid Preparation**

- 8.1 The bidder will bear all the costs/expenses associated with:
  - 8.1.1 the purchasing of a copy of this TOR,
  - 8.1.2 the preparation and submission of its bid proposal;
  - 8.1.3 its responses to TEDA's RFP, this TOR and the rest of the adjudication process, including any cost associated with the briefing sessions, inspection *in loco* and the presentations/interviews arranged, if any. No proposal fees, professional fees, accommodation, travel costs, costs and/or any other fees or expenses incurred by or ascribed to the bidder's responses to the RFO or this TOR will be borne by TEDA;
  - 8.1.4 the preparation and submission by the bidder to TEDA of any Technical material, as defined in clause 1.27 of the GCC (PART I); and/or
  - 8.1.5 the requests for clarification or the responses received thereto.

## **9. Additional Information from Bidders**

During evaluation of the bid, additional information may be requested in writing from bidders. Replies to such requests are to be submitted, within forty-eight (48) hours or as otherwise indicated and failure to timely comply with such a request may prejudice the evaluation score for the bidder or even lead to the rejection of the bid.

## **10. Review Process**

- 10.1 Subject to the provisions of this TOR, all bids duly and timeously lodged in full compliance with all the requirements set out in this TOR will be evaluated in accordance with the evaluation criteria provided in this TOR.
- 10.2 TEDA does require a mandatory briefing session as part of the pre-qualification process, but it reserves the right to call for:
  - 10.2.1 inspections *in loco* or site visits at the bidder's premises or the venue proposed
  - 10.2.2 oral presentations; and
  - 10.2.3 interviews,with all bidders and their key staff members/experts, before final evaluation, short listing or selection. Should the bidder receive a request, as aforementioned, then it must arrange such inspections, presentation or interview within forty-eight (48) hours of such request or as otherwise indicated by TEDA. If a bidder and/or any of its key staff member are prevented from attending an inspection *in loco*, presentation or interview by *force majeure*, a mutually convenient alternative appointment will be arranged with the bidders (subject to the limitations of the time frames specified in the Bid Process section of this TOR). If the bidder and/or such key staff member are unable to attend this second appointment, the relevant bidder may be removed from any short list already established (if any), its proposal may be eliminated from the evaluation process and its bid may be rejected at TEDA's sole discretion.
- 10.3 Subject to the provisions of paragraph 10.4 of PART C of this TOR, below:
  - 10.3.1 the entire evaluation and adjudication procedures of TEDA's committee(s) are confidential. The decisions of the said committee(s) are collective and their deliberations are held in closed sessions, while their members are bound to secrecy. The evaluation and adjudication

reports, in particular, are for TEDA's internal use only and may be communicated neither to the bidder nor to any party other than authorised representatives of TEDA.

- 10.3.2 the contents of paragraph 10.3.1 of PART C of this TOR, above, constitutes and undertaking, as envisaged in section(s) 37(1)(a) and/or 65 of the *Promotion of Access to Information Act, 2000 (Act No. 2 of 2000)* (“**PAIA**”)

10.4 Notwithstanding:

- 10.4.1 anything to the contrary in the RFP, the advertisement for the RFP or this TOR, including but without limiting the provisions of paragraph 10.3 of PART C to this TOR, above; and/or;
- 10.4.2 any undertaking (actual or perceived) of confidentiality given (directly, indirectly, tacitly or by inference) by TEDA or any of its members or employees,
- the interested parties and the bidders acknowledge, agree and accept that TEDA is an organ of state, which must govern its operations in a fair, transparent and accountable manner. In light of the aforementioned, any prohibition against disclosing confidential information and any undertaking to preserve confidentiality shall not apply where TEDA is required or it is otherwise prudent for TEDA to make a disclosure, which may happen in any one, more, or all of the following circumstances, *inter alia*:
- (a) Under compulsion or right of disclosure, as provided for under any law (including but without limiting TEDA Act, the Regulations to TEDA Act, PAIA, the *Promotion of Administrative Justice Act, 2000 (Act No. 3 of 2000)* (“**PAJA**”) or the MFMA, in as far as such may be applicable), this TOR or the contract that may flow from the outcome of the RFP;
  - (b) In compliance with a legal duty to government or the public to disclose such information;
  - (c) Under the provisions of National Treasury Instruction Note on Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management dated 31 May 2011, TEDA is compelled to publish the names, the total bid prices and any preference claimed by the respective bidders in respect of advertised competitive bids [above the threshold value of R200,000 (all applicable taxes included)];
  - (d) Treasury Regulation 16A6.3(d) prescribes that the award of bids must be published in the Government Tender Bulletin and any other media by means of which the bids were advertised. The following minimum information must be made available: Contract numbers and description; Names of the successful bidder(s) and preferences claimed; the contract price(s); and the brand names and dates for completion of contracts;
  - (e) To enforce or defend the provisions of the RFP, this TOR, the contract that may flow from the outcome of the RFP or the SCM or tender process followed, in any arbitration or other legal proceedings;
  - (f) As part of an audit or investigation conducted on or on behalf of TEDA;

- (g) As part of an appearance by TEDA or its executive authority (the Department of Justice and Constitutional Development) before Parliament or any of its Committees or in responding to parliamentary questions;
- (h) To further the necessary and legitimate interests of TEDA; or
- (i) With the prior consent (directly, indirectly, tacitly or by inference) of the interested party/ties or bidder(s) in respect of whom such disclosure is made, which consent shall not be unreasonably withheld or delayed.

## **11. Format of Bid Submissions**

The Bidders must adhere to the format of bid, as set out in PART F of this TOR, below.

## **12. Consortia, Partnerships, Joint Ventures**

- 12.1 In any event of the bidder associating with experts based on a joint venture, then all members to such venture must sign the bid documents and any subsequent contract, and they shall be jointly and severally liable for the entire project or applicable sub-project.
- 12.2 Subject to the provisions of this TOR and any subsequent contract, subcontracting is allowed, but only:
  - 12.2.1 if the bidder accepts and maintains accountability and contractually liability, even if it is then jointly and severally with the sub-contractor(s);
  - 12.2.2 with the prior and informed written consent of the Executive Management of TEDA. In this regard, if the bidder intends to subcontract one or more parts of the contracted works, goods or services, then this intention to subcontract must be clearly stated and fully disclosed by the bidder in its Bid documents;
  - 12.2.3 if the subcontract is not in excess of 25% of the contract work/services or contract value;
  - 12.2.4 if the subcontract will not result in a reduction of the bidder's equity profile, B-BBEE rating or in the preference points claimed by the bidder under the PPPFA; and/or
  - 12.2.5 if all subcontractors are eligible for the contract under the requirements and restrictions imposed on the bidder under this TOR (e.g. not appearing on any restricted supplier/service provider list etc).
- 12.3 Although subcontracting is allowed, the successful bidder must intend to carry out the major part of the services itself. Unless TEDA gives specific prior written permission, the total value of the subcontracted part of the services must not exceed 25% (twenty-five percent) of the contract value and the subcontractor must not subcontract any further.
- 12.4 All subcontractors must be eligible for the contract. If the identity of the intended subcontractor is already known at the time of submitting the bid, the bidder must furnish a statement guaranteeing the eligibility of the subcontractor.
- 12.5 If any subcontractor identified, as envisaged in paragraph 12.4 of PART C of this TOR, above, does not meet the eligibility criteria or if the subcontract breaches any of the restrictions envisaged in paragraph 12.2 of PART C of this TOR, above, then:



- 12.5.1 the bid shall be rejected and the bidder disqualified;
  - 12.5.2 the bidder shall be removed from any shortlist, if any, and the bidder shall be disqualified;
  - 12.5.3 the award of the bid to the bidder will be annulled or withdrawn or declared null and void, within TEDA's absolute discretion; and/or
  - 12.5.4 any contract resulting from the RFP or this TOR will either be declared null and void or will be terminable by TEDA with immediate effect, within TEDA's absolute discretion, with full reservation of the right of TEDA to claim damages from the bidder or the levy any penalty provided for in this TOR.
- 12.6 Associations between bidders shall only be allowed where:
- 12.6.1 such association is at the behest of TEDA; or
  - 12.6.2 such agreements of associations were concluded prior to the submission of the bid/proposal and where such association was clearly disclosed in such bid/proposal.
- 12.7 Associations, joint ventures, sub-contracting and/or any other form of co-operation between bidders, concluded after the submission of the bid/proposal of any one of the co-operating parties may result in such bid/proposal(s) being rejected, unless TEDA decides, with informed knowledge, to award the contract partially to one bidder and partially to another or has otherwise consented in writing to such association, joint venture, sub-contract or other form of co-operation.

### **13. Post Tender Negotiations and Splitting the Award of the Contract**

- 13.1 TEDA reserves the right to encourage association and/or co-operation between various bidders, by offering to split the award of the contract in relation to the entire project or any sub-project thereof.
- 13.2 Should the successful bidder refuse to accept TEDA's proposal of a partial award and should the parties be unable to reach consensus through negotiation, then TEDA shall be entitled to pass-over the successful/highest scoring or otherwise most appropriate bidder and to offer the award or contract to any other bidder(s).
- 13.3 Notwithstanding anything to the contrary in this TOR, TEDA reserves the right to engage in post tender negotiations with the bidder(s) and to do business with the supplier/service provider that best meet TEDA's requirements and TEDA will not be obliged to give reasons for any such decisions. Any agreements so reached, if any, with the bidder(s) will form part of the contract.
- 13.4 TEDA reserves the right at its sole election to compile a short list of up to 3 (three) bidders, deemed by TEDA to be highest scoring, preferred or otherwise most appropriate, after the initial screening or evaluations. If TEDA elects to compile a short list, as afore envisaged then only the short listed bidders will compete further in the remainder of the evaluation and adjudication processes, while non-short listed bidders will be disqualified.

### **14. Availability of Equipment, Staff and Expertise**

- 14.1 In making a bid, the bidder guarantees that it has the necessary goods, equipment, staff, expertise, experience and other resources to supply the goods or render the services in a cost-effective, economical, efficient and timely manner.
- 14.2 The full responsibility for the provision of an adequate labour force sufficient to render the services in a timely manner will rest entirely with the bidder and no claim made during the course of the service rendering for additional labour or extras to provide incentives to induce outside labour to assist in rendering services will be entertained.
- 14.3 Where the bidder makes use of key/core experts and staff (including but without limiting the Project Manager), each such key/core staff member must also undertake to be available, able and willing to work for the whole of the period foreseen for his/her input during the project or sub-project, as indicated in this TOR and in the bidder's proposal/bid.
- 14.4 Any expert or key/core staff member who is engaged in any other projects or contracts, where the input from his/her position in that contract could be required on the same dates as his/her activities under the contract that may result from this TOR must not be proposed as an expert or a key/core staff member for TEDA contract under any circumstances.
- 14.5 In cases where an expert or a key/core staff member will not be available at the expected start of his/her activities, the corresponding bid may be rejected and the expert or key/core staff member concerned will be excluded from this bid and might be subject to exclusion from other TEDA tenders and contracts.
- 14.6 Having selected a short listed, preferred or successful bidder partly based on an evaluation of the experts and/or key /core staff members presented in the bid, TEDA expects the contract to be executed by these specific experts and key/core staff members and TEDA need not consent to the replacement of such personnel.
- 15. Preferential Points for Equity Ownership or Broad Based Black Economic Empowerment ("B-BBEE")**
  - 15.1 Service Providers must submit a Sworn Affidavit as approved by the Commissioner of Oath for their BEE claim, failing which the bidder's claim for preference will be rejected and the bidder may potentially receive no or zero preference.
  - 15.1 TEDA reserves the right to require of a bidder, either before a bid is evaluated or adjudicated or at any time thereafter, that it should to the satisfaction of TEDA substantiate any claim concerning preference or B-BBEE status, in any manner required by TEDA.
  - 15.2 In the event that the percentage of equity ownership or B-BBEE status changes after the closing date of the bid, the bidder must notify TEDA immediately both telephonically and in writing, whereupon the bidder will either no longer be eligible for such preference points/B-BBEE status points or the said points of the bidder will be recalculated and/or reduced accordingly.
  - 15.3 If the contract is awarded because of preference or B-BBEE status claimed, then:
    - 15.3.1 the bidder may not cede, delegate or in any other way transfer its rights and obligations accrued from the contract and the bidder may not transfer shares in its

legal entity, which may result in a change of ownership or control in the bidder's legal entity or the bidder's B-BBEE status; and/or

15.3.2 TEDA shall be entitled to monitor continuously the bidder's equity status/representativeness and B-BBEE status, for the full duration of the contract.

15.4 If TEDA should find or have good cause to suspect that the preference or B-BBEE status claimed by the bidder was based on "fronting", was too high or in any other way inaccurate or outdated, or that the bidder reduced its equity status/representativeness or B-BBEE status, at any time during the currency of the contract, then TEDA will be entitled to:

15.4.1 reject the bid and to disqualify the bidder;

15.4.2 remove the bidder from any shortlist, if any, and to disqualify the bidder;

15.4.3 annul or withdraw the award of the bid to the bidder or to declare the award of the bid to the bidder null and void, within TEDA's absolute discretion;

15.4.4 declare any contract resulting from the RFP or this TOR null and void or to terminate any such contract with immediate effect, within TEDA's absolute discretion; and/or

## **16 Financial, Invoices and Payments**

16.1 The bidder shall express the bid price and all price quotations in South African Rand.

16.2 Payments made in terms of the intended contract shall be made in the same currency.

16.3 Costing, prices and expenses:

16.3.1 Save for TEDA's usage of water and lights, which will be paid as metered and invoiced, all prices/rentals are to be indicated as firm/fixed prices for the first year of TEDA's contract, whereafter only:

- (a) the price/rental inflationary escalations provided for in the bidder's proposal; and
- (b) *pro rata* increases resulting from increases in rates, taxes and levies from regulating authorities (e.g. Local Municipality etc), will be allowed

16.3.2 All prices to be indicated must constitute an all-inclusive cost-to-company gross rental or cost for the accommodation, goods, works or services rendering. Without limiting the generality of the aforementioned, the bid price must *inter alia* be inclusive of:

- (a) All the factors set out or envisaged in paragraphs 4.5 and 4.6 of PART B to this TOR, above;
- (b) Value Added Tax (VAT), import and any other taxes, rates, levies, taxes and service charges, if applicable;
- (c) Overheads, Profits and operational costs;
- (d) Salary costs and any additional overheads;
- (e) All professional consultancy, project management and administration fees;
- (f) Reimbursable expenditures;
- (g) Accommodation for staff of the bidder, if applicable;
- (h) Subsistence and travelling for staff of the bidder, if applicable;

- (i) Costs, supply, transport and delivery of materials, equipment and labour, if applicable;
  - (j) Insurance, if applicable
  - (k) Labour costs (including contractors and sub-contractors) of everything described including cost incurred in working overtime, weekends, public holidays, etc. to meet undertaken deadlines;
  - (l) All manufacturing, transport, conveying, cartage, carriage and delivery etc.;
  - (m) Temporary works necessary for the due proper performance of the contract works;
  - (n) Contingencies; and
  - (o) All obligations arising out of the Schedule of Works and all costs and charges deemed necessary for complying with the Terms and Conditions of this TOR.
- 16.3.3 Bids that do not contain a firm price, as indicated above, may be rejected and such bidder may be disqualified;
- 16.3.4 All prices to be indicated should include Value Added Tax (“**VAT**”), where applicable.
- 16.4 The method of invoicing and payment will be negotiated prior to awarding the contract, but generally TEDA only makes payment on a deliverable basis i.e. once it has received firm and objectively verifiable deliverables/products or upon receipt of verification of achievement of agreed milestones, complying in all respects with the agreed specifications.
- 16.5 A comprehensive breakdown of invoices or progress reports shall accompany all invoices. All invoices claiming charges payable to third parties, service providers or local authorities etc. must be supported by:
- 16.5.1 proof of such expenditure or reimbursable expenditure (e.g. copies of the invoices or accounts from the those third parties, service providers or local authorities etc. must be attached to the invoice the bidder submits to TEDA); and
  - 16.5.2 a full and detailed breakdown and explanation of the formula or calculations used to calculate TEDA’s *pro rata* share of the cost, where applicable.
- 16.6 TEDA reserves the right to defer payment of any amount due in terms of this project, where:
- 16.6.1 VAT is levied, until a valid and original document is supplied; or
  - 16.6.2 the bidder claims reimbursement of any reimbursable expenses, until proper source documents and substantiation of the expense and the payment thereof can be submitted to TEDA’s Chief Financial Officer (“**CFO**”), in a format approved and acceptable to TEDA’s CFO.
- 17 A valid Tax Clearance Certificate from the South African Revenue Service (“SARS”) that is still current, certifying that taxes of the bidder to be in order or that suitable arrangements have been made with SARS, must be submitted together with the bid documents, not only in relation to the bidder, but also for any entity with whom it has a joint venture/ partnership in dealing with this project and all its subcontractors.**
- 18 Validity Period and Contracting**
- 18.1 Bids shall remain valid for a period of not less than ninety (90) days from the last date of submission and the bidders shall be held to their proposals within the said validity period:

Provided that when TEDA awards the contract to the successful bidder, that bidder shall be obliged to maintain the validity period of its bid for a further thirty (30) days, even after the expiry of the initial 90 day validity period, for the purposes of negotiating and signing an acceptable contract.

- 18.2 In exceptional cases, before the period of validity expires, TEDA may ask bidders to extend the period for a specific number of days.
- 18.3 Within five (5) days of receipt of the contract already signed by TEDA, the selected bidder shall sign and date the contract and return it to TEDA, without altering the contract and without adding any conditions thereto. Failure of the selected bidder to comply with this requirement without a valid reason may, within the absolute discretion and election of TEDA, constitute grounds for:
  - 18.3.1 TEDA to claim specific performance by the bidder of its bid, as may have developed through the negotiations between TEDA and the bidder;
  - 18.3.2 the annulment of the decision to award the bid or contract. In such a case, TEDA may award the contract to another bidder or cancel the request for proposals, with full reservation of the rights of TEDA to claim damages from the bidder or levy any penalties provided for in this TOR, the resulting contract or in law.

## **19 Cancellation**

- 19.1 Notwithstanding anything to the contrary in the RFP, the advertisement of the RFP, this TOR or otherwise, TEDA reserves the right and may, prior to the signing of a contract with any successful bidder, unilaterally cancel the request for proposals, annul any award made and terminate this bid process, *inter alia*, if
  - 19.1.1 more work needs to be done by TEDA and its professional team to refine and finalise the specifications, scope of work or terms of reference;
  - 19.1.2 government announces new or amended measures to promote cost savings or SCM compliance within government and state institutions;
  - 19.1.3 due to the operational requirements of TEDA changing and making the continuation of the accommodation/project/services or the proposed timing of the accommodation/project/services no longer viable or otherwise inconvenient for TEDA;
  - 19.1.4 due to changed circumstances, there is no longer a material need for the accommodation, construction work, project, goods or services;
  - 19.1.5 funds/finances are no longer available to proceed with the contract or to cover the total envisaged expenditure for the accommodation/project/services, including any ancillary expenditure required for the efficient operation of the accommodation/project/services (e.g. where TEDA may have to arrange for its own travelling as an expense outside the scope of the tender);
  - 19.1.6 no responsive or no acceptable tenders or bids were obtained;
  - 19.1.7 the request for proposals has been unsuccessful (i.e. no functional compliant, qualitatively or financially worthwhile proposal has been received) or there is no response that is fully compliant with the requirements of this TOR or there is no response at all;

- 19.1.8 the most competitive bidder is not the bidder preferred by TEDA or the contractor sought by TEDA to perform the contract;
- 19.1.9 TEDA holds the belief that the tender process did not elicit sufficient competition or the belief that if the tender would be retendered, the tender prices may be lower;
- 19.1.10 the economic or technical data or specifications of the accommodation/project/services have been fundamentally altered;
- 19.1.11 exceptional circumstances or *force majeure* render normal performance of the contract impossible or unreasonable;
- 19.1.12 all functional or technically compliant bids exceed the financial resources or budget available to TEDA;
- 19.1.13 there are allegations or suspicion of irregularities in the SCM or procurement procedure, in particular where these may potentially have prevented or reduced fairness, competition, transparency, equitability or cost-effectiveness; or
- 19.1.14 the RFP, the invitation for price quotations or the tender states that TEDA will use:
  - (a) the 80/20 preference point system and all price quotations, tenders or bid proposals received exceed the estimated Rand value of R50,000,000 (all taxes included); or
  - (b) the 80/20 preference point system and all price quotations, tenders or bid proposal received are equal to, or below R50,000,000.00 (all taxes included).

## 20 Limitation of Liability

- 20.1 TEDA and its employees shall not be liable for any claim, demand, loss, damage, damages, fees, costs or expenses (direct, indirect or consequential) incurred by the bidder or any third parties affected by decisions made by TEDA under the RFP or this TOR whatsoever including, but without limitation the aforementioned, damages for pure economic loss or loss of profits, in any way connected with:
- 20.1.1 any bidder's proposal being disqualified from further evaluation;
  - 20.1.2 any bidder's failure to be short listed, as envisaged *inter alia* in paragraph 1.5 of the invitation to make proposals, above;
  - 20.1.3 any bidder's failure to be awarded the contract envisaged in this TOR;
  - 20.1.4 the cancellation of a request for proposals; and/or
  - 20.1.5 the cancellation, annulment or withdrawal of an award made under this TOR; and/or
  - 20.1.6 the cancellation of any contract resulting from the RFP or this TOR, even if TEDA has been advised of the possibility of damages. Further, TEDA and its employees will not be liable to the bidder or any cessionary or third party claiming through or on behalf of the bidder for any indirect, special, consequential or punitive damages whatsoever.
- 20.2 The publication of a request for proposals/bid, the giving out of this TOR and/or the receipt of bids do not commit TEDA to implement the accommodation, programme or project announced and do not constitute an offer.
- 20.3 Notwithstanding anything to the contrary in the RFP, this TOR and/or any subsequent contract(s), the parties hereby irrevocably acknowledge, agree and consent that:
- 20.3.1 any dispute and demand by a party against or involving TEDA or any of its employees must be submitted in writing ("**the demand**") to TEDA to reach TEDA's address as stipulated in paragraph 23 of PART C, below, within ninety (90) calendar days from the results or outcome of the bidder's proposal/bid having been communicated to the bidder;
  - 20.3.2 the parties must endeavour to resolve the dispute amicably, as envisaged in paragraph 21 of PART C of this TOR, below;
  - 20.3.3 any claim, dispute resolution proceedings, arbitration, application, action or other legal proceedings (collectively referred to as "**legal proceedings**") by a party against or involving TEDA must be instituted in the appropriate forum or court and such papers must be served on TEDA within ninety (90) calendar days from the date upon which the demand referred to in paragraph 19.3.1 of PART C of this TOR, above, was made upon TEDA; and
  - 20.3.4 no legal proceedings may be instituted against TEDA or its employees if:
    - (a) the demand, referred to in paragraph 19.3.1 of PART C to this TOR, above, had not first been made and/or had not been made within the deadline prescribed in paragraph 19.3.1 of PART C of this TOR, above; and/or
    - (b) such legal proceedings are not instituted and served upon TEDA or its employees within the deadline prescribed in paragraph 19.3.3 of PART C to this TOR, above.

All disputes, demands and/or claims submitted or instituted after the aforementioned periods will and may lawfully be repudiated by TEDA on the grounds of late submission regardless of any other circumstances of demand, loss or damage and such disputes, demands and claims shall be deemed by the forums or courts in which they are made to have become prescribed and unenforceable.

- 20.4 The bidder indemnifies TEDA and TEDA's employees against any dispute, demand, claim, loss, damage and/or damages, direct or indirect (including indirect, special, consequential or punitive damages) arising from the bidders failure to strictly adhere to and/or observe the provisions of paragraph 19.3 of PART C of this TOR, above, and/or paragraph 21 of PART C of this TOR, below.
- 20.5 Paragraph 19 of PART C of this TOR, is severable from the remaining provisions of the RFP, this TOR and any subsequent contract(s) and shall remain in effect even if the RFP, this TOR and/or the subsequent contract(s) expires or is for any reason cancelled or terminated.

## **21 Ownership**

- 21.1 TEDA retains ownership of all proposals/bids received under the RFP or this TOR, including of all information exchanged during any inspections *in loco*, site visits, briefing sessions, presentation, interviews and negotiations (if any). Consequently, bidders have no right to have their proposals/bids or any other records or information returned to them.
- 21.2 Once the contract is awarded, TEDA shall be the sole owner of all data collected relevant working papers, research and reports emanating from the project and reserves all rights, including copyright and all other intellectual property rights.

## **22 Dispute Resolution**

- 22.1 Subject to the provisions of paragraph 19.3 of PART C of this TOR, above, should any dispute, disagreement, demand or claim (hereinafter referred to as **"the dispute"**) arise between TEDA, the successful bidder, any of the unsuccessful bidders and/or interested parties having collected this TOR from TEDA (hereinafter collectively referred to as **"the parties"** or singularly referred to as **"a party"**) concerning the request for proposals/bid, this TOR, the processes followed in receiving, selecting, evaluating and/or adjudicating the bid proposals, the interpretation of any of the provisions of the RFP or this TOR or any subsequent contract(s), or the liability of any of the parties arising from any alleged breach of the processes or the contract(s) or any other cause whatsoever, the parties shall endeavour to resolve the dispute by means of negotiation.
- 22.2 This entails that the aggrieved party shall invite the other party in writing to a meeting in Pretoria, with at least fourteen (14) days notice, which meeting the other party shall then be obliged to attend and at which meeting the parties shall attempt to resolve the dispute.
- 22.3 No further steps, legal or otherwise may be taken by the aggrieved party against the other party, unless an endeavour to resolve the dispute has been made as provided for in paragraphs 21.1 and 21.2 of PART C of this TOR, above.
- 22.4 Subject to the provisions of paragraph 19.3 of PART C of this TOR, above, and unless the parties otherwise mutually agree in writing, any and all disputes arising between the parties shall be determined by private arbitration on the following basis:



- 22.4.1 The issue shall be determined by a single Arbitrator who shall be sourced and appointed by agreement between the parties or, failing such agreement, shall be nominated, on the application of either party, by the Chairperson for the time being of the Association of Arbitrators of South Africa;
- 22.4.2 The parties may be legally represented in the arbitration proceedings;
- 22.4.3 The arbitration procedure, presentation of evidence and the basis of payment by the parties of the costs of the arbitration, shall be in the discretion of and be determined by the Arbitrator;
- 22.4.4 Where the dispute is of a technical nature, all-reasonable efforts shall be made to ensure that the Arbitrator has the necessary technical skills to enable him/her to determine it. In this regard, the Arbitrator shall, if he/she deems it necessary, be entitled to appoint an assessor or assessors possessing such skills, to assist him/her;
- 22.4.5 The Arbitrator's award shall be final and binding on the parties, who undertake to implement it appropriately;
- 22.4.6 Paragraph 21 of PART C of this TOR, shall constitute the irrevocable consent of the parties to such arbitration proceedings as may arise in terms of the RFP, this TOR or any subsequent contract(s) and neither of them shall be entitled to withdraw there from or to claim, at any time, that it/he is not bound by its provisions
- 22.4.7 Paragraph 21 of PART C of this TOR, is severable from the remaining provisions of the RFP, this TOR and any subsequent contract(s) and shall remain in effect even if the RFP, this TOR and/or the subsequent contract(s) expires or is for any reason cancelled or terminated.

## **23 Security Measures**

- 23.1 The bidder's staff employed by the successful bidder shall remain well behaved and will be neatly dressed in the uniform supplied by the bidder at the bidder's own cost so that the staff can be clearly identified from the other staff of contractors on the premises.
- 23.2 TEDA reserves the right to subject all persons that may want to gain access to TEDA's premises (e.g. the Landlord, the Landlord's agents, the landlord's staff, the bidder's staff and the personnel of all suppliers or service providers that render goods or services to the premises of TEDA) to TEDA's security and internal integrity screening and/or vetting measures, which may include taking their finger prints and doing criminal record checks etc. It is the responsibility and duty of the bidder to ensure that all such persons cooperate with TEDA and participate in such measures.  
Any person that fails or refuses to cooperate and participate or who fails to receive clearance from TEDA for any reason whatsoever, will be declined access to TEDA's premises and that person's principal (e.g. the bidder or the service provider etc.) will be obliged to secure a replacement for that person. TEDA will not be required to give reasons for any decisions made in this regard.
- 23.3 TEDA reserves the right to order the immediate removal of a staff member or person that does not adhere to the aforementioned and the bidder must then replace that person with a suitably qualified person.

## **24 Contact Details**

**Mr Richard Ramolemi**

(012) 358 6539

Supply Chain Management

5 th floor, Anker Building

1279 Mike Crawford Avenue,

Centurion



**PART D**

TEDA.MBD 3.2

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of bidder: .....

Bid number: **BID CS 01/05/19**

Closing Time: **11:00 am 27 August 2019**

**OFFER TO BE VALID FOR 90 DAYS FROM (THE CLOSING DATE OF BID).**

The bidder must provide the total price of the accommodation and service for a five (5) year lease in Centurion.

---

R..... (Option 1) with Tenant installation (once off)

R..... (Option 1) with Tenant installation (amortised)

[illegible]

|   |           |
|---|-----------|
|   |           |
| <b>TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE</b>   |           |
|   |           |
| Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances  | R         |
| Landlord undertakes to do tenant installation, as part of operating costs   | YES or NO |
| Alternatively, the Landlord offers a tenant installation allowance to TEDA of not less than this number of months' rental for every year of the lease   | Number    |
| Alternatively, the Landlord offers this fixed amount as a tenant installation allowance to TEDA, for TEDA to use as TEDA deems fit  | R         |
| Do the premises have a fully compliant ICT sever and data room? If so, please be specific on its interior size (in m <sup>2</sup> ), approved carry weight of its floor area, building specifications (e.g. specification of the walls, doors, windows and ceilings, if any, etc.), fitted air-conditioning specifications (in BTU grading) and finishes (e.g. anti static wall, floor and ceiling covering, access control, fire suppression systems etc.). See item 40 of paragraph 4.4 of PART B to this TOR, above, for TEDA's specification for a ICT server or data room) |           |
| If the premises does not have a fully compliant ICT sever and data room, then what tenant installation allowance does the bidder offer in respect of the ICT sever and data room, only (i.e. distinct and <u>in addition to</u> any other tenant-installation work or allowances offered)   | R         |
| Aggregate total gross tenant installation allowance:<br>a) the general fit-out or tenant installation allowance;<br>b) the ICT cabling allowance; and<br>c) the ICT server or data room allowance,<br>offered to TEDA, as included in TEDA's all-inclusive cost-to-company gross rental   | R         |

(Use separate sheet, if insufficient space)

Cost should clearly indicate all potential costs including the service rendered.

- Required by: Tshwane Economic Development Agency ( TEDA)
- At: Centurion
- Country of origin .....
- Does offer comply with specification?  
\*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery of service      5 Year lease
- 
- 
- Delivery basis (all services and related costs must be included in the bid price)      \*Delivery: Firm/not firm  
.....

Note: All services and related costs must be included in the bid price, for providing the services in the identified regions. **\*Delete if not applicable**

## **PART E – Evaluation Criteria and Selection**

### **1. Introduction**

Subject to the provisions of clause 4.3 of PART B of the TOR, above, the responses will be evaluated using a predefined set of functional evaluation criteria. The evaluation criteria are designed to reflect TEDA's requirements in terms of identifying a suitable premises, Landlord, supplier or service provider and to ensure the selection process is transparent and afford all qualifying bidders a fair opportunity for evaluation and selection.

### **2. Evaluation of the responses will be done in eight (8) major categories and is based on predetermined weightings.**

#### **3.1 ADMINISTRATIVE COMPLIANCE:**

Here the bidder's proposal and bid documents will be evaluated against the requirements for proposals in respect of form (e.g. correct documents used, documents properly signed and commissioned, appropriate number of copies (hard and soft) provided, required documents attached etc), *inter alia*, as set by this TOR. Proposals that do not comply with the form requirements set by this TOR may be disqualified at this stage.

#### **3.2 TECHNICAL/FUNCTIONAL:**

This will result in a two-phased approach:

**3.3.1 Minimum Qualifying Functional Requirements:** Any proposals that do not meet the minimum qualifying functional requirements, as set out in paragraph 4.2 of PART B of this TOR, above, may be disqualified at this stage. Here the bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. The bidder is requested to make specific reference to the item numbers, paragraph or sub-paragraph the bidder is responding to in each and every instance; and

**3.3.2 Preferred Functional Requirement:** The remaining functional compliant proposals will be evaluated against the preferred functional requirements, set out in paragraph 4.4 of PART B of this TOR, above, and bidders with an evaluation score of below 80% may be disqualified. Here the bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. Alternatively make an alternative proposal for consideration by TEDA. The Bidder is requested to make specific reference to the item numbers, paragraph or sub-paragraph the bidder is responding to in each and every instance.

#### **3.3 INSPECTIONS IN LOCO OR SITE VISTS:**

To ensure the suitability and acceptance of the location of the proposed site and of the premises offered, TEDA will conduct site visits or inspections *in loco*, before considering whether to compile a shortlist. TEDA may evaluate and score the site visits or inspections *in loco*, as part of its evaluation of the functionality of the bidder's proposals.

### 3.4 ESTABLISHMENT OF A SHORT LIST OF UP TO THREE (3) PREFERRED BIDDERS:

TEDA reserves the right at its sole election to compile a short list of up to three (3) bidders, deemed by TEDA to be highest scoring, preferred or otherwise most appropriate, after the initial screening, checking administrative compliance to requirements of this TOR, inspections *in loco* and/or the evaluation of the bidders' proposals on functionality. If TEDA elects to compile a short list, as afore envisaged then only the short listed bidders will compete further in the remainder of the evaluation and adjudication processes, while non-short listed bidders will fall out of contention and will be disqualified.

### 3.5 PRESENTATIONS BY BIDDERS:

TEDA reserves the right to call-in bidders to make oral representations and to be interviewed by TEDA, whereafter TEDA reserves the right to review its previous scores for functionality and to re-score the bidders, based on observations made during the presentations and interviews.

### 3.6 PRICE : 80 %:

3.6.1 The pricing schedule is to be completed in full, where the lowest aggregate all-inclusive cost-to-company gross rental/bid price (inclusive of Value Added Tax, basic rental, contribution to operating costs, parking bay fees, contribution to rates, taxes and levies etc) over the full five (5) years period of the lease will receive the highest score for this criterion.

3.6.2 The following formula will be used to calculate the points for price:

Where

***Ps*** = Points scored for comparative price of tender or offer under consideration;

***Pt*** = Comparative price (Rand value) of tender or offer under consideration; and

***Pmin*** = Comparative price (Rand value) of lowest acceptable tender or offer.

### 3.7 PPPFA / B-BBEE : 20 %:

3.7.1 Since it is estimated that the aggregate full contract value for the lease of the premises over the full five (5) year period of the lease will most probably **not** exceed R50,000,000.00 (Fifty Million Rand), the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* ("PPPFA") and its Regulations prescribe that **the 80/20 preference points systems**, as envisaged in the PPPFA must be used in this evaluation process.



- 3.7.2 Subject to paragraph 3.7.4 of PART E to this TOR, below, points will be awarded to a bidder for attaining their B-BBEE status level of contributor 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                               |

- 3.7.4 A maximum of 20 points may be allocated in accordance with paragraph 3.7.3 of PART E of this TOR, above.
- 3.7.5 The points scored by a bidder in respect of the level of B-BBEE contribution contemplated in paragraph 3.7.3 of PART E to this TOR, above, must be added to the points scored for price as calculated in accordance with paragraph 3.6.2 of PART E to this TOR, above.
- 3.7.6 If the bidder wants to claim preference based on the PPPFA or on the bidder's B-BBEE or BEE rating, as envisaged in the *Broad-Based Black Economic Empowerment Act, 2003 (Act no. 53 of 2003)* (“**B-BBEEA**”), the bidder must:

- (a) complete the "DECLARATION OF B-BBEE STATUS" of the Application for Registration as Supplier/Service (PART H of this TOR, below), in full and verify such a claim or claims, as required therein;
- (b) the declaration(s) (including the required verification certificates) must be submitted to TEDA, as part of the bidder's bid proposal and documents; and
- (c) must submit to TEDA, as part of the bid proposal and documents an original B-BBEE Status Level Verification Certificates that complies with the requirements explained in paragraph 15 of PART C to this TOR.

3.7.7 Qualifying bidders who do not submit B-BBEE Status Level Verification Certificates, or submit non-compliant Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but such qualifying bidders will not be disqualified from the bidding process. Such qualifying bidders will score points out of 90 for price only and zero (0) points out of 20 for B-BBEE or preference.

## **PART F - Format of the Bid Submission**

1. Proposals should conform to the prescribed layout detailed below. Additional information may be included as annexures. Please state clearly where assumptions were made and keep responses brief and to the point.
2. The proposal must *inter alia* include the following completed documents and information

### **2.1 Section A: Bid Submission Forms**

- 2.1.1 Bid submission form (See PART G to this TOR, below);
- 2.1.2 **One (1) signed original of this bid submission form, with a full set of bid documents, must be supplied, together with three (3) hard copies thereof; and**
- 2.1.3 **At least one (1) electronic versions (e.g. DVD or CD) of the bid submission form with a full set of bid documents and all annexures thereto must be presented in the Microsoft Office suite of programs, PDF and/or tiff format.**

### **2.2 Section B: Executive Summary:**

- 2.2.1 The identity of the bidder or consortium;
- 2.2.2 A summary of the solution being offered to meet the requirements of the RFP and this TOR;
- 2.2.3 A summary of the key factors that differentiate the bidder and its solution (i.e. the bidder's value proposition); and
- 2.2.4 A summary of why the bidder is best suited to win the bid.

### **2.3 Section C: Supplier (or Consortium) Information:**

- 2.3.1 Specify if the bidding entity is:
  - (a) Bidding on its own behalf;
  - (b) Acting as prime bidder for a consortium of specialist service providers; and/or
  - (c) A consortium of equal partners, whereby it must be made clear to TEDA who the spokesperson is for the partnership. All consortium/joint venture members must complete the Bid submission form (PART G of this TOR, below).
- 2.3.2 Indicate the legal status of the consortium in South Africa throughout the contract and for at least a period of two years prior to the submission of the bid.
- 2.3.3 Indicate the responsible person(s) for overall management, invoicing, etc.
- 2.3.4 In the case of a consortium:
  - (a) Outline the responsibilities and contribution of each party, including the management and ownership.
  - (b) Indicate the profit sharing arrangement in percentage terms.
- 2.3.5 Provide a brief and relevant general history, businesses, products and services offered by the bidder / each company involved in the bid as this supports the participation in such a contract.

- 2.3.6 Previous work references, in general and in doing the type of work specifically required in this project, with contact details for reference purposes.
- 2.3.7 Full names, surnames and identity numbers of the owners, partners, directors and/or members of the bidding entity and of all consortium partners.
- 2.3.8 Full names and company registration numbers of all other business and companies in which the persons referred to in paragraph 2.3.7 of PART F of this TOR, above, are owners, partners, directors and/or members.
- 2.3.9 If all cases where the bidding entity is not a public company, the full names, surnames and identity numbers of all shareholders or beneficiaries of the bidding entity and of all consortium partners.
- 2.3.10 Confirmation and names of if any one or more of the persons referred to in paragraphs 2.3.7, 2.3.8 and 2.3.9 of PART F of this TOR, above, that are in the service or employ of the State (including local government), an organ of state, TEDA or any other State institution. Also indicate if such persons have the written permission of the relevant authority (e.g. Executive Authority of the State institution concerned) to conduct such business or work outside of their employment with that State institution.

## **2.4 Section D: Organisation & Methodology:**

- 2.4.1 This section of the proposal should set out the bidder's plan for providing the accommodation and in rendering the related services.
- 2.4.2 **NB:** The bidder's proposal must respond in detail and answer to each any every:
  - 2.4.2.1 Minimum Qualifying Functional Requirements, as set out in paragraph 4.2 of PART B of this TOR, above, where the bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. The bidder is requested to make specific reference to the item number, paragraph or sub-paragraph the Bidder is responding to in each and every instance; and
  - 2.4.2.2 Preferred Functional Requirement, upon which preference may be awarded, as set out in paragraph 4.4 of PART B of this TOR, above, where the bidder must *inter alia* indicate if he/she/it complies with that requirement and explain in detail how and to which extent he/she/it complies. Alternatively make an alternative proposal for consideration by TEDA. The bidder is requested to make specific reference to the item number, paragraph or sub-paragraph the bidder is responding to in each and every instance.
- 2.4.3 **NB:** The bidder must attach to the bid proposal copies or print-outs of the answers the bidder gave to:
  - 2.4.3.1 the minimum qualifying requirements, set out in paragraph 4.2 of PART B of this TOR, above (See pages 10 and 11 of this TOR)
  - 2.4.3.2 the preferred functional requirements, set out in paragraph 4.4 of PART B of this TOR, above (see pages 12 to 38 of this TOR).

## 2.5 Section E: Signatures:

This section should include the following

- 2.5.1 Name, designation, contact details (including office and cellular telephone number, fax number and e-mail address) and signature of primary contact;
- 2.5.2 Name, designation, contact details (including office and cellular telephone number, fax number and e-mail address) and signature of secondary contact;
- 2.5.3 One or both of the above signatories must be an official able to represent and bind your company through his/her signature; and
- 2.5.4 The signature of a duly authorised representative of each member of the consortium/partnership/joint venture. (Proof of authority/Special Resolution to be attached to bid proposal.

## 2.6 Section F: Appendices:

**The Bidder must attach the following documents to its/his bid proposal and bid documents, failure to comply may result in the bidder's proposal being disqualified for administrative non-compliance:**

- 2.6.1 **NB:** Originals/Certified copies of all documents or records mentioned in the Application for Registration as Supplier/Service Provider of TEDA (PART H of this TOR, below).
- 2.6.2 Application for Tax Clearance TEDA.MBD2 and TCC001 (Separate to this TOR);
- 2.6.3 **NB:** A valid Tax Clearance Certificate with a Pin that:
  - 2.6.3.1 is still valid (i.e. look at period of validity of the certificate) and
  - 2.6.3.2 is in the name of the bidder. If the certificate is in any other name, a full and detailed explanation for this discrepancy must be provided, with the required proof thereof or provide a Unique Pin from SARS
- ;
- 2.6.4 **NB:** Pricing schedule – firm prices, as per PART D of this TOR.
- 2.6.5 **NB:** A sketch plan and floor layout of the office and all interior office and other spaces with the measurements of the spaces and the scale of the measurements (if applicable) must be attached to the bid submission; and
- 2.6.6 **NB:** A number of photos (preferably in colour) of the exterior and interior of the premises must be provided, including:
  - 2.6.6.1 photos of the front and rear of the property and the building;
  - 2.6.6.2 photos of the gates and fences of the property;
  - 2.6.6.3 photos of neighbouring properties or businesses;
  - 2.6.6.4 photos of the common use kitchens, toilets and ablution facilities
  - 2.6.6.5 photos of the common areas of the building or property (reception areas, smoking areas, canteens, entertainment or braai areas, gardens, stairs, lifts

- 2.6.6.6 photos of possible store rooms;
  - 2.6.6.7 photos of the parking bay area;
  - 2.6.6.8 photos showing the security provisions or infrastructure of the property and the building (e.g. access controlled gates, access controlled building, burglar bars, security gates and alarm system);
  - 2.6.6.9 photos of the exterior of the office;
  - 2.6.6.10 photos showing that the property and the building is disabled friendly;
  - 2.6.6.11 photos of the interior of the office, including any interior kitchen(s) and toilet(s).
- 2.6.7 Bidders must complete all the necessary bid documents and undertakings required in this TOR.
- 2.6.8 Bidders are advised that their bid should be concise, written in plain English and simply presented. Excessive brochuremanship may negatively influence the evaluation of the bid.
- 2.6.9 In the event of any contradiction or discrepancy between the provisions of this TOR, the subsequent contract (“**SCC**”) and the General Conditions of Contract (“**GCC**”) (PART I of this TOR), then the preference shall first be given to the subsequent contract (SCC), then to this TOR (excluding any incorporation of the (GCC) PART I), and lastly to the General Conditions of Contract (GCC) (PART I of this TOR).

## **PART G**

### **1 Service Bid submission form**

**One (1) signed original** of this bid submission form must be supplied, together with **three (3) hard copies and one (1) soft/electronic copy in Microsoft Office suite of programs.**

Bids being submitted by a **consortium** (i.e., either a permanent, legally established grouping or a grouping, which has been constituted informally for a specific bid procedure) must follow the instructions applicable to the consortium leader and its partners.

**SUBMITTED by [i.e., the identity of the Bidder]**

|   | Name(s) and address(es) of legal entity or entities submitting this bid |
|---|---|
| Full Name of Bidder or Bid Leader*                  |   |
| Company Registration Number of Bidder or Bid Leader |   |
| Address of Bidder or Bid Leader                     |   |
| E-mail Address of Bidder or Bid Leader              |   |
| Full Name of Second Bid Partner*                    |   |
| Company Registration Number of Second Bid Partner   |   |
| Address of Second Bid Partner                       |   |
| E-mail Address of Second Bid Partner                |   |

|                  |  |
|------------------|--|
| <b>Etc ... *</b> |  |
|------------------|--|

\*add / delete additional lines for consortium partners as appropriate. **Note that a sub-contractor is not considered to be a consortium partner.**

If this bid is being submitted by an individual legal entity, the name of that legal entity should be entered as '**Leader**' (and all other lines should be deleted). Any change in the identity of the Leader and/or any consortium partners between the deadline for receipt of proposals indicated in this TOR and the award of the contract must be communicated to TEDA as soon as possible.

## 2 CONTACT PERSON (for this bid)

|                     |  |
|---------------------|--|
| <b>Name</b>         |  |
| <b>Organisation</b> |  |
| <b>Address</b>      |  |
| <b>Telephone</b>    |  |
| <b>Cell</b>         |  |
| <b>Fax</b>          |  |
| <b>NB: E-mail</b>   |  |

## 3 DECLARATION(S)

As part of their bid, each legal entity identified under point 1 of this form, including every consortium partner, must submit a signed declaration using the attached format. [For consortia, the declaration of the Leader must be a signed original but those of other partners may be faxed copies].



#### 4 STATEMENT

I, the undersigned,

..... (*Names and Surname*);

..... (*Identity Number*),

warrant that I am the authorised signatory of the above bidder (including all consortium partners, in the case of a consortium). In the aforementioned capacity and duly authorised hereto, I hereby declare that we have examined and accept without reserve or restriction the entire contents of the Bid Documents for the bid procedure referred to above. We offer to provide the accommodation, goods or services requested in the RFP and this TOR on the basis of our bid proposal.

[If applicable: We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to subcontract.]

We are fully aware that, in the case of a consortium, the composition of the consortium cannot be modified in the course of the bid procedure.

We are also aware that the consortium partners would have joint and several liability towards TEDA concerning participation in both the above bid procedure and any contract awarded to us as a result of it.

Signed on behalf of the bidder

|                  |  |
|------------------|--|
| <b>Name</b>      |  |
| <b>Signature</b> |  |
| <b>Date</b>      |  |

#### MBD 4

(All claims shall be considered as valid until such time that revised claim is submitted to TEDA)

#### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
- 3 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

3.11.1 If yes, furnish particulars

.....  
.....

3.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.

.....  
.....

3.13 Are any spouse, child or parent of the company’s directors trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. ..... **YES / NO**

3.14.1 If yes, furnish particulars:

.....  
.....

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

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

1. For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1.1 Are you by law required to prepare annual financial statements for auditing?

If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....

.....

Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

2.2 If yes, provide particulars.

.....

.....

.....

.....

\* Delete if not applicable

**\*YES / NO**

2. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....  
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

### 3. CERTIFICATION

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

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to **exceed/not exceed** R1 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

|  | POINTS     |
|--|------------|
| <b>PRICE</b>   |            |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               |            |
| <b>Total points for Price and B-BBEE must not exceed</b> | <b>100</b> |

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE 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) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to,



or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 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 comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| 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                                  | 8                               | 16                              |
| 4                                  | 5                               | 12                              |
| 5                                  | 4                               | 8                               |
| 6                                  | 3                               | 6                               |
| 7                                  | 2                               | 4                               |
| 8                                  | 1                               | 2                               |
| Non-compliant contributor          | 0                               | 0                               |

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 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.
- 5.5 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.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(*Tick applicable box*)

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

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

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9 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 contribution indicated in paragraph 7 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 paragraph 7, 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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 .....

### 3 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 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   | <p>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?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p> | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:  |                                     |                                    |
| 4.2   | <p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>   | <p>Yes</p> <input type="checkbox"/> | <p>No</p> <input type="checkbox"/> |

|             |  |                                 |                                |
|-------------|--|---------------------------------|--------------------------------|
| 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 of law outside the Republic of South Africa) for fraud or corruption during the past five years?   | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:  |                                 |                                |
| <b>Item</b> | <b>Question</b>  | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:  |                                 |                                |
| 4.5         | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?                         | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:  |                                 |                                |

### CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM 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 Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3      Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a.      take all reasonable steps to prevent such abuse;
  - b.      reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c.      cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4      This MBD 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 (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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 Municipality / Municipal Entity)

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

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

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> 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.

<sup>3</sup> 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