



IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



**national treasury**

Department:  
National Treasury  
REPUBLIC OF SOUTH AFRICA

## **TERMS OF REFERENCE**

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL SPACE PLANNING SERVICES, INCLUDING OPTIMAL FURNITURE DESIGN FOR AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

**CLOSING DATE | 22 NOVEMBER 2024 – 11:00 AM**

Document Classification:  
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## **1 BACKGROUND**

The Directorate: Facilities Management is responsible for the management and maintenance of office accommodation for National Treasury. To ensure compliance with relevant legislative requirements it is necessary that the building layout, office furniture and installed equipment is updated when there is floor refurbishment or changes to the equipment installations.

The architectural services are critical for the buildings and facilities management as there is an ever-growing demand for space by business units which require dedicated services to ensure that space optimisation and a value use for the building is realised. The services will improve National Treasury space management and the planning of flexible workplaces.

The Directorate: Facilities Management will use the architectural and space management service on a demand basis. This will ensure that National Treasury does not pay contract retention fees but rather contracts the services as and when required. All the work requisitions will be time based and scheduled with clear deliverables as indicated in the Terms of Reference attached.

## **2 SERVICE REQUIREMENTS**

National Treasury wishes to appoint a service provider for the provision of architectural and space planning services; including optimal office furniture design as and when required for a period of 3 years to all National Treasury sites. The successful service provider will be expected to provide space planning services within specified period and at frequency determined by National Treasury. The service provider will also be expected to assist with creation of National Treasury furniture brochure for office uniformity.

### **2.1 OPERATIONAL CONDITIONS**

- (i) The services to meet the OHSA requirements;
- (ii) Building Regulations (SANS10400) standards and GIAMA;
- (iii) Preferably the furniture should be locally manufactured;
- (iv) Products price to be fixed for a year upon appointment with yearly escalation; and
- (v) Also apply any other related or applicable legislation, standards for the execution of the project.

### **2.2 NATIONAL TREASURY SITES**

- 240 Madiba Street Building, Pretoria – to any new location in Pretoria
- John Vorster Drive, SITA offices, Centurion
- 40 Church Building – to any new location in Pretoria
- 120 Plein Street, Cape Town (3<sup>rd</sup> floor)

## **3 SCOPE OF SERVICES**

### **3.1 EMPLOYER'S OBJECTIVES**

This tender is for:

- 3.1.1 A Service Provider performing space planning work and designing of National Treasury standard office furniture brochure.
- 3.1.2 National Treasury wishes to procure services of a provider that will assist with space planning of the office space in line with GIAMA while adhering to occupational Health and Safety Act, 1993 (Act No. 85 of 1993) by means of producing drawings for office fittings and build up of office partitions, re-arranging of office desks and design of office plan workspace and make recommendations of suitable furniture.
- 3.1.3 The service provider will also assist National Treasury by designing a standard office furniture brochure to maintain standard look across National Treasury offices. Brochure to have different categories based on different rank (e.g. Ministerial offices, Executive Offices, Management Office) clearly defined for ease of furniture purchasing when the need arises.
- 3.1.4 Key Outputs
- Developing the building floor plans for all floors and sites
  - Provide detailed office space layout drawings for all floors
  - Supervising the loose furniture fit-out and new furniture recommendations
  - Conducting site inspections and supervise overall fit-out work
  - Conducting briefing sessions (meetings) and follow up discussions with the National Treasury and all applicable parties and consolidate all inputs and provide solutions
  - Provide market analysis for National Treasury where necessary for NT consideration
  - Conducting an Occupational Health and Safety audit and submit a report prior to each floor installation
  - Conducting fire equipment assessment and provide a report for each floor
  - Designing of National Treasury Standard furniture brochure.

**3.2 DETAILED/ADDITIONAL REQUIREMENTS**

ITEM NO.	DESCRIPTION
	<p><b>Service Required</b></p> <ul style="list-style-type: none"> <li>• Desking                             <ul style="list-style-type: none"> <li>- Executive</li> <li>- Senior management</li> <li>- System desking with standard based screens</li> <li>- Hot desking</li> </ul> </li> <li>• Reception and pause areas                             <ul style="list-style-type: none"> <li>- Soft seating</li> </ul> </li> <li>• Seating                             <ul style="list-style-type: none"> <li>- Executive</li> <li>- Boardrooms</li> <li>- General/Operations</li> <li>- Boardroom and meeting tables</li> </ul> </li> <li>• Accessories                             <ul style="list-style-type: none"> <li>- General</li> <li>- Modesty panels</li> <li>- Coat hangers</li> <li>- Eco-planters</li> </ul> </li> </ul>

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ITEM NO.	DESCRIPTION
	<p><b>Conditions Effecting Execution of Works</b>                      It shall be deemed that the Bidder has considered all aspects relating to the Health and Safety of their workforce when operating within the contract area. Should the Bidder have any OHS concerns, these should be brought to the attention of the Director: Facilities Management.</p>
	<p><b>The installation crew</b>                      The Bidder shall, in order to ensure the continuity of the service to be rendered, allocate specific personnel to the specific sites according to the capabilities. The escalation crew shall have industry accredited qualifications to ensure that the standards detailed in the specification, are achieved and maintained at all times.</p>
	<p><b>Supervision of Emergency Assistance</b>                      The bidder must have a well-established and equipped emergency contact infrastructure.</p>
	<p><b>Assumption of Duty</b>                      The bidder must be in a position to assume duty within four (4) weeks after acceptance of the tender.</p>
	<p><b>Comprehensive Furniture Solutions</b>                      The quality of the level of service to be rendered must be in accordance with the acceptable standard of the trade concerned and at a competitive rate.</p> <p>It is responsibility of the bidder to ensure that personnel in his/her service and especially those deployed at National Treasury meet the requirements at all times.</p> <p>All possible steps shall be taken by the bidder to ensure that the contract, intended execution of this agreement will take place. These steps include, inter alia, the following:</p> <ul style="list-style-type: none"> <li>• The protection of state officials from injury, death or any other offences, including offences referred to in all Schedules of the Criminal Procedure Act, 1977 (Act 51 of 1977);</li> <li>• The protection of state property at the intended sites and the protection of said property against damage, vandalism, or theft;</li> <li>• The protection of Information; and</li> <li>• Ensure that there is no interruption of the National Treasury business process</li> </ul>
	<p><b>Security screening, Oath of Secrecy and Vetting</b>                      Directors and escalation crew that will service National Treasury shall be subjected to a security vetting upon commencement of the contract.</p> <p>All personnel of the company including directors shall sign a “Declaration of Secrecy” upon commencement of the contract.</p> <p>Professionals and all other team members must sign an undertaking in which they declare that they will refrain from any action which might be to the detriment to National Treasury or the state in general.</p> <p>No information concerning the state’s activities may be furnished to the public or media by the bidder or any of his/her employees.</p>
	<p><b>Standard and Code of Practice</b></p>



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	<p>The bidder shall ensure that all furniture wherever possible is in accordance with the appropriate SABS requirements. Without limiting the foregoing, the bidder shall be deemed to be fully familiar with, and to fully comply with all the statutory Regulations or by-laws, or any industry standards or Codes of Practice or manufacturer's recommendations, as applicable to all parts of the work and shall indemnify National Treasury against any legal proceedings, claims or losses arising from breach of, or failure to comply with same. In particular, but without limitation, the bidder shall observe:</p> <ul style="list-style-type: none"> <li>• Occupational Health and Safety Act 85 of 1993, and any amendments thereto.</li> <li>• The regulations appertaining to the Control of Substances Hazardous to Health, and</li> <li>• South African National Standards (SANS)</li> </ul> <p>The bidder must keep proper site files as well as appropriate documents of all space planners and/or architects, who are employed for rendering the service to National Treasury. These documents must be available for inspection by representatives of National Treasury.</p> <p>The appropriate documents shall include, inter alia, the following: academic qualifications, training certificates, and medical certificates.</p>
	<p><b>Provision of Electronical and Physical Drawings and Plans</b></p> <p>The bidder shall be responsible for the provision of design and supply of drawings, and plans to National Treasury. All drawings and plans shall remain property of National Treasury after execution of work.</p> <p>All work shall be carried out fully in accordance to specifications, National Treasury instructions and good trade practice</p>
	<p><b>Inspections</b></p> <p>National Treasury reserves the right to inspect the service rendered by the bidder at any time, in order to ensure that the service is rendered in accordance with the conditions of the contract and the site specification.</p> <p>National Treasury reserves the right to require from the bidder, that any of his/her employees be replaced, should justifiable reasons exist, in which case the employee must leave the site forthwith. National Treasury will not be held responsible for any damage or claims which may arise because of this and is indemnified against any such claims and legal expenses</p>
	<p><b>General</b></p> <p>The bidder shall not erect or display any sign, printed matter, painting, name plates, advertisement and article or object of any nature whatsoever, in or to National Treasury's buildings or sites or any part thereof without written consent. The bidder shall not publicly display at any site any article or object which might be regarded as objectionable or undesirable.</p> <p>Any sign, printed matter, painting, name plates, advertisements, article or object displayed without written consent, or which is regarded as objectionable or undesirable will immediately be removed. The bidder shall be held responsible for the costs of such removal.</p>
	<p><b>Additional requirements</b></p>

ITEM NO.	DESCRIPTION
	The contract is for a period of three (3) years subject to annual reviews and National Treasury reserves the right to terminate the contract at any point with one (1) month's written notice if National Treasury feels that the services are rendered unsatisfactorily. This will be done in line with National Treasury Regulations.

### 3.3 USE OF REASONABLE SKILL AND CARE

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of malperformance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Service Provider shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Service Provider and his personnel of any transgression of *inter alia* the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and environmental legislation during the Service Provider's operation pertaining to the Contract regardless of who may be involved.

### 3.4 APPLICABLE LEGISLATION AND STANDARDS

This section applies to legislation emanating from National and Provincial governments as well as that of any local authorities in whose area of jurisdiction the subject of the appointment falls, and which has a bearing on the activities and facilities under this appointment.

All the applicable legislation, which do not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary. (Refer *inter alia* to Section 41 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)).

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly, it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified

in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Electricity Act, 1987 (Act 41 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- The Regulations of the local Gas Board, where applicable and
- all regulations promulgated under the above Acts.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, all Acts and/or Regulations not specifically mentioned in the list above, but which will have an effect on the Project.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- Development of plans and documentation;
- Supervision of any Service Providers under the appointment;
- Ensuring compliance of the product;
- Compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- Providing instruction to the intended users/operators.

The Service Provider accepts full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Service provider undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

### **3.5 ACCESS TO LAND/BUILDINGS/SITES**

Access to the land/buildings/sites shall be negotiated in consultation with the departmental project manager.

**3.6 SOFTWARE APPLICATION FOR PROGRAMMING**

The Service Provider must avail himself/herself of software to be used in the Project documentation for compatibility with other Service Providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

**3.7 SECURITY CLEARANCE**

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

The necessary forms will be provided to the Service Provider at any stage after appointment. These forms must be completed and returned. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Service Provider, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use to ensure that the level of security of the projects is maintained.

**3.7.1 FINGERPRINTS (except Defence projects)**

Persons of whom security clearance is required can obtain a fingerprint form SAP 91(a) from any police station or national treasury offices (Security Division). Kindly ensure that the police official responsible for taking the fingerprints certifies the form since non-certification will result in the form being unacceptable.

**3.8 SPECIFIC TECHNICAL EXPERTISE REQUIRED FROM THE TEAM**

<b>KNOWLEDGE/SKILLS</b>	<b>MINIMUM QUALIFICATION</b>	<b>EXPERIENCE</b>	<b>NO OF PROJECTS</b>
<b>PROJECT TEAM LEADER</b>			
<ul style="list-style-type: none"> <li>• High level Programme Management and Project management skills</li> <li>• Strategic planning and Work plan management</li> <li>• Stakeholder management: Partnership building with public and private sector</li> </ul>	A Bachelor’s degree in any related field required: <ul style="list-style-type: none"> <li>• Interior Design</li> <li>• Architecture</li> <li>• Interior Architecture</li> <li>• Facilities Management</li> </ul>	Minimum of 6 years	Minimum of 7 projects of a similar nature

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<b>KNOWLEDGE/SKILLS</b>	<b>MINIMUM QUALIFICATION</b>	<b>EXPERIENCE</b>	<b>NO OF PROJECTS</b>
<ul style="list-style-type: none"> <li>Financial management/accounting for the Project</li> </ul>	<ul style="list-style-type: none"> <li>Project Management</li> <li>Construction Management or Equivalent</li> </ul>		
<b>INTERIOR DESIGNER</b>			
<ul style="list-style-type: none"> <li>Space Planning in commercial projects</li> <li>Project Management</li> <li>Client Relations</li> <li>Local design elements, cultural influences, and sustainable designs</li> </ul>	Degree or Diploma in Interior Design OR equivalent	Minimum of 5 years,	Minimum of 7 projects of a similar nature
<b>PROFESSIONAL ARCHITECT</b>			
<ul style="list-style-type: none"> <li>Understanding of South African building codes and standards</li> <li>Strong portfolio showcasing their designs, technical drawings, and completed projects</li> <li>Knowledge of <b>AutoCAD, Revit, Rhino, ArchiCAD</b>, and other BIM (Building Information Modeling) software is essential</li> </ul>	National Diploma or Bachelor of Architecture OR equivalent	Minimum of 5 years	Minimum of 7 projects of a similar nature
<b>DRAUGHTSMAN</b>			
<ul style="list-style-type: none"> <li>Knowledge of CAD software is a key requirement for draughtsman in South Africa. You should be proficient in software such as AutoCAD, Revit, SolidWorks, Inventor and ArchiCAD</li> <li>Mastery in manual drawing techniques and blueprint creation</li> <li>Precision in drawings is crucial to ensure that the designs meet industry standards</li> <li>Effective communication with engineers, architects, and construction teams is essential for ensuring that</li> </ul>	Diploma or National Certificate in Draughting or Equivalent	Minimum of 3 years,	Minimum of 3 projects

KNOWLEDGE/SKILLS	MINIMUM QUALIFICATION	EXPERIENCE	NO OF PROJECTS
the designs are implemented correctly			

#### 4 EVALUATION CRITERIA

##### 4.1 STAGE 1: MANDATORY REQUIREMENTS

A paper-based administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached, such a bid will be eliminated from any further evaluation.

- 4.1.1 Proof of company registration on Central Supplier Database Registration (CSD).
- 4.1.2 In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
- 4.1.3 In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted and will be verified.
- 4.1.4 In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) or separate CSDs for both companies are required.
- 4.1.5 Service providers must submit **signed CVs** in a prescribed template as in **ANNEXURE A**. CV's must be signed by the owner of the CV not signed on behalf of the proposed resource.
- 4.1.6 The Cost /fee structure must contain the pricing schedule (SBD 3.3), which includes: the total bid prices for stated time frame and bill of quantities/scope of work for procurement of goods and services, the recurring, the maintenance cost, and the disbursement cost if applicable.
- 4.1.7 Architects in South Africa must be registered with the South African Council for the Architectural Profession (SACAP). Provide valid proof of registration
- 4.1.8 Interior Designer in South Africa must be registered with The Institute of Interior Design Professions (IID). Provide valid proof of registration.

#### **FAILURE TO ADHERE TO THE CONDITIONS STATED ABOVE WILL LEAD TO DISQUALIFICATION**

**NOTE:** Additional Required Documents (Not for elimination)

- 4.1.9 Valid Tax Clearance Certificate and/or SARS issued pin code, In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted and will be verified.
- 4.1.10 Proof of valid registration with Compensation for Occupational Injuries and Diseases Act (COIDA).

- 4.1.11 Provide Proposed Project team - a list of key Team members, their function as per ToR, education qualifications, number of years of experience (table format)
- 4.1.12 Provide detailed Methodology as per scope above, additional offerings (value add – above scope of ToR, project plan including timeframes, proposed themes with speakers, knowledge management plan. Bidder are required to submit a proof of educational qualification(s) for all resources required.
- 4.1.13 All copies of qualification(s) must be certified, and the certification must be valid for six (6) months from the required bid submission date, if not the lowest points will be allocated.
- 4.1.14 Project list for the Company and Project list per Team member on the Project template provided.
- 4.1.15 All foreign qualifications must be accompanied by South African Qualifications Authority (SAQA) certificate of evaluation, if not the lowest points will be allocated.
- 4.1.16 **Bidders are requested to use the attached CV template, and limit number of CVs to one (1) per category, in the case where more than one (1) CVs are submitted, only the first one (1) will be evaluated.**

**4.2 STAGE 2: FUNCTIONALITY**

Assessing this tender in terms of Functionality is **applicable**.

Functionality will be applied to test the capability and capacity of the tenderer; such criteria are used to establish minimum requirements where after bids will be evaluated solely based on price and preference. Failure to meet minimum functionality score will result in the tenderer being disqualified.

When applicable:

- 4.2.1 The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described and upon scoring, a risk assessment as described hereafter and referred to in the document.
- 4.2.2 Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

**4.3 FUNCTIONALITY EVALUATION**

No	Functionality	Weight	Scoring Criteria
1.	<p><b>COMPANY EXPERIENCE</b></p> <p>Summary of Company and its key focus areas. Provide a list of three (3) or more similar projects for space planning with evidence that were executed in the past ten (10) years as per the scope of work.</p> <p>The list and evidence must address successfully completed project/s in the following sequence:</p>	15	<p>5 = Excellent</p> <p>List and evidence of five (5) or more signed reference /appointment letters of similar project completed.</p> <p>4 = Very good</p> <p>List and evidence of four (4) signed reference/ appointment letters of similar project completed.</p> <p>3 = Good</p>

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No	Functionality	Weight	Scoring Criteria
	Copy of an appointment/reference letter(s), description of the project. Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value. Furthermore, attach a completion certificate signed by client or letter from the client confirming successful completion of the project.		List and evidence of three (3) signed reference/ appointment letters of similar project completed. 2 = Average List and evidence of two (2) signed reference/ appointment letters of similar project completed. 1 = Poor List and evidence of one (1) signed reference/ appointment letter of similar project completed OR did not submit the required documentation/ activities.
2.	<p><b>KEY PROJECT EXPERTISE, QUALIFICATION AND EXPERIENCE</b> Bidder(s) are required to submit a certified proof/copy of educational qualification(s) for all resources required. Proof of SAQA evaluation must be provided in the case of foreign qualifications.</p> <p>CVs of the proposed/nominated resource(s) must be submitted in the prescribed format in <b>(Annexure A)</b>. The bidder must provide a CV for the nominated Project Team Leader and a CV of all team members as required below. Each CV must clearly indicate the position of the resource as per our requirements and CVs must be signed by the proposed resource and not signed on behalf of the proposed resource</p>		
2.1	<p><b>PROJECT TEAM LEADER</b></p> <p>Project Team Leader: Qualification A Bachelor's degree in any related field required:</p> <ul style="list-style-type: none"> <li>• Interior Design</li> <li>• Architecture</li> <li>• Interior Architecture</li> <li>• Facilities Management</li> <li>• Project Management</li> <li>• Construction Management</li> <li>• Or Equivalent</li> </ul>	10	<p>5 = Master's degree (NQF 9) or higher 4 = Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1 = Matric or less</p>
	<p><b>Project Team Leader: Experience</b> Minimum of 6 years' experience in interior designing, developing space planning, project management, and client relations.</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number),</p>	10	<p>5 = 9 or more years' of relevant experience with contactable references and evidence. 4= 7 - 8 years' of relevant experience with contactable references and evidence. 3 = 6 years' relevant experience. with contactable references and evidence. 2 = 4 – 5 years relevant experience with contactable references and evidence.</p>



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No	Functionality	Weight	Scoring Criteria
	<p>Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>		<p>1 = 3 years or less relevant experience with contactable references and evidence.</p>
2.2	<p><b>Interior Designer qualification</b></p> <p>Minimum of a Bachelor's degree in interior design or equivalent.</p>	10	<p>5 = Master's degree (NQF 9) or higher                      4 = Honours degree or Post Graduate Diploma (NQF 8)                      3 = Bachelors' Degree/ Advance Diploma (NQF 7)                      2 = National Diploma/(NQF6)                      1 = Matric or less</p>
	<p><b>Interior Designer: Experience</b></p> <p>Minimum of 5 years' experience in interior designers, developing space planning, project management, and client relations.</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>	10	<p>5 = 8 or more years' of relevant experience with contactable references and evidence.                      4= 6 - 7 years' of relevant experience with contactable references and evidence.                      3 = 5 years' relevant experience. with contactable references and evidence.                      2 = 3 – 4 years relevant experience with contactable references and evidence.                      1 = 2 years or less relevant experience with contactable references and evidence.</p>
2.3	<p><b>Professional Architect: Qualifications</b>                      Bachelor's degree in architecture or equivalent</p>	10	<p>5 = Masters degree (NQF 9) or higher                      4 = Honours degree or Post Graduate Diploma (NQF 8)                      3 = Bachelors' Degree/ Advance Diploma (NQF 7)                      2 = National Diploma/(NQF6)                      1 = Matric or less</p>

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

No	Functionality	Weight	Scoring Criteria
	<p><b>Professional Architect: Experience</b></p> <p>Minimum of 5 years' experience in architectural, interior designers. design software proficiency: Knowledge of AutoCAD, Revit, Rhino, ArchiCAD, and other BIM (Building Information Modeling) software is essential. Architects must also be able to create physical models and detailed technical drawings OR equivalent</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>	10	<p>5 = 8 or more years' of relevant experience with contactable references and evidence.</p> <p>4= 6 - 7 years' of relevant experience with contactable references and evidence.</p> <p>3 = 5 years' relevant experience. with contactable references and evidence.</p> <p>2 = 3 – 4 years relevant experience with contactable references and evidence.</p> <p>1 = 2 years or less relevant experience with contactable references and evidence.</p>
2.4	<p><b>Draughtsman: Qualifications</b></p> <p>Minimum of National Certificate or Diploma in Draughting or equivalent.</p>	5	<p>5 = Honours degree or Post Graduate Diploma (NQF 8)</p> <p>4 = Bachelors' Degree/ Advance Diploma (NQF 7)</p> <p>3 = National Diploma / Advanced certificates (NQF 6)</p> <p>2 = Higher Certificates / Advanced National (vocational) Cert. (NQF 5)</p> <p>1 = Matric or less</p>
	<p><b>Draughtsman: Experience</b></p> <p>Minimum of 3 years' experience in translate technical concepts into drawings</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number),</p>	5	<p>5 = 6 or more years' of relevant experience with contactable references and evidence.</p> <p>4= 4 - 5 years' of relevant experience with contactable references and evidence.</p> <p>3 = 3 years' relevant experience. with contactable references and evidence.</p> <p>2 = 2 years relevant experience with contactable references and evidence.</p>

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

No	Functionality	Weight	Scoring Criteria
	<p>Project start date, project end date, contract value, location.  <b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>		<p>1 = 1 year or less relevant experience with contactable references and evidence.</p>
3.	<p><b>APPROACH AND METHODOLOGY</b>  Bidder to provide the following:</p> <ul style="list-style-type: none"> <li>• <b>Rationale</b> - Clear understanding of the context of the assignment. Confirm objectives and expected results and demonstrate the degree of understanding of the Scope. Share risks and assumptions.</li> <li>• <b>Methodology and Approach</b> – Provide detailed methodology and approach for the execution of the Assignment - innovative manner for each of the key activities for project implementation, inputs and outputs, highly interactive Stakeholder Engagement, effective management of risk and the identification and timing of major milestones. Approvals activists Include any unique value add proposals.</li> <li>• <b>Team and Support Staff</b> - Description of key staff and alignment of skills with project scope and methodology proposed. Description of the support staff and facilities that the contractor will provide to the team of experts during execution of the contract.</li> <li>• <b>Proposed Project Management Plan</b></li> <li>• <b>The timing, sequence and duration of the proposed tasks.</b> The expected number of working days required from each expert each month during the period of execution of the contract.</li> <li>• <b>Value Add Service(s):</b> Identify and describe any additional Value add proposals</li> </ul>	15	<p>5 = Excellent  Approach and Methodology with four (4) of the listed requirements and two (2) or more additional Value Add services proposal included</p> <p>4 = Very Good  Approach and Methodology with four (4) of the listed requirements and one (1) additional Value Add service(s) proposal included</p> <p>3 = Good  Approach and Methodology with only four (4) of the listed requirements.</p> <p>2 = Average  Approach and Methodology with only three (3) of the listed requirements.</p> <p>1 = Poor approach and Methodology with only two or less (2 or less) of the listed requirements.</p>

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

No	Functionality	Weight	Scoring Criteria
	<b>Total</b>		100%
	Minimum Threshold		65%

4.4

**SPECIFIC GOALS CRITERIA**

#	Specific goals	Score	Required proof/documents to be submitted for evaluation purposes
1.	<p>The company owned by people who are Youth.</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Youth = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Youth = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Youth = 1 point</li> <li>• 0% company owned by people who are Youth = 0 point</li> </ul>	5 points	<p>Proof of claim as declared on SBD 6.1 (one or more of the following will be used verifying the tenderer's status:</p> <ul style="list-style-type: none"> <li>• Company Registration Certification / document (CIPC)</li> <li>• Company Shareholders certificate</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• B-BBEE Certificate of the tendering company.</li> <li>• Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>
2.	<p>The company owned by Historically Disadvantaged Individuals (HDI) (Black).</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Black (HDI) = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Black (HDI) = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Black (HDI) = 1 point</li> <li>• 0% company owned by people who are Black (HDI) = 0 point</li> </ul>	5 points	
3.	<p>The company owned by HDI (Women).</p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are women (HDI) = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are women (HDI) = 3 points</li> </ul>	5 points	

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

#	Specific goals	Score	Required proof/documents to be submitted for evaluation purposes
	<ul style="list-style-type: none"> <li>&gt;0% and &lt;51% company owned by people who are women (HDI) = 1 point</li> <li>0% company owned by people who are women (HDI) = 0 point</li> </ul>		
4.	<p>The company owned by people who are disabled.</p> <ul style="list-style-type: none"> <li>100% company owned by people who are disabled = 5 points</li> <li>≥51% and &lt;100% company owned by people who are disabled = 3 points</li> <li>&gt;0% and &lt;51% company owned by people who are disabled = 1 point</li> <li>0% company owned by people who are disabled = 0 point</li> </ul>	5 points	

**5 TERMS AND CONDITIONS**

- 5.1 Particular project/service will be initiated by means of written instructions to the successful bidder.
- 5.2 National Treasury reserves the right to screen and vet shortlisted service providers before appointment.
- 5.3 National Treasury reserves the right to terminate the contract if there is clear evidence of a breach of the agreed specifications.

**6 TIME FRAMES**

Output	Period
APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING SERVICES AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS	3 YEARS

- 6.1 The details of the processes, timeframes and deliverables will again be outlined in a service level agreement that will be signed with the successful bidder.
- 6.2 When deadlines are set, it will be expected of service providers to deliver the required services/goods in a set timeframe, provided that such instructions are issued timeously.

**7 NON-PERFORMANCE**

7.1 Non-performance will be dealt with according to the general conditions of contract

**8 TENDER COSTS**

8.1 The Bidder will be liable for all costs incurred in response to this request.

**8.1.1 Bidder's Responsibility**

The bidder is expected to fully acquaint themselves with the conditions, requirements, and specifications of the National Treasury before submitting a completed response. Failure to do so will be at the bidder's own risk and the Bidder cannot secure relief on the grounds of any mistake.

- a) Bidders shall take into account that the National Treasury's total requirements will be allocated to only one Bidder.
- b) The selected bidder(s) will be required to enter into a written agreement with National Treasury. This RFP or any part thereof may be incorporated into and made part of such an agreement. National Treasury shall not incur any obligation or liability towards the selected bidder(s) until a written contract has been signed by the duly authorised National Treasury representative and the bidder(s).

**9 SITE DUTIES**

**9.1 DUTIES OF THE SITE LEADER**

9.1.1 Advise the Director: Facilities Management on any space planning issues.

9.1.2 Ensure compliance to the required standards when executing the work.

**10 TENDERING DETAILS**

10.1 Contact details for technical enquiries

Email: [NTAdministrativeTenders@Treasury.gov.za](mailto:NTAdministrativeTenders@Treasury.gov.za)

**11 LATE SUBMISSIONS**

11.1 Proposals submitted after the closing date and time will not be considered.

**12 DECLARATION**

I/We the undersigned hereby declare that I/We have read and understood the above and agree to be bound by the stated terms and conditions.

Name of bidder	
Name of contact person	

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

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Capacity	
Signature	
Date	

## Annexure B: PRICING SCHEDULE

1. Pricing for the services to be Time based and the rates proposed should be guided by the Professional Architectural Tariff of Fees as published under National Department of Public Works websites, which states:
2. Time Based Fees
  - 2.1. Time based fees are all-inclusive fees, including allowances for overhead charges incurred by an **architect(s)** as part of normal business operations, including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
  - 2.2. Time based fees are calculated by multiplying the hourly rate contemplated in clause 4.4(3), which is applicable to an **architect(s)** for professional and any other technical staff employed by the **architect**, with the actual time spent by such staff in rendering the **services** required by the **client**.
  - 2.3. Professional and technical staff include all staff performing work directly related to the execution of the **services** the **architect(s)** is engaged for by the **client** and excludes all administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only, but includes the typing of letters, minutes, reports and documents for **projects**.
  - 2.4. To determine the time-based fee rates the professional and technical staff concerned is divided into:
    - 2.4.1. **Category A**, in respect of a private consulting practice in architecture, shall mean a top practitioner whose expertise and relevant experience is nationally or internationally recognized and who provides advice at a level of specialization where such advice is recognized as that of an expert.
    - 2.4.2. **Category B**, in respect of a private consulting practice in architecture, shall mean a partner, a sole proprietor, a director, or a member who, jointly or severally with other partners, co-directors or co-members, bears the risks of the business or takes full responsibility for the projects and related liabilities of such practice and where his/her level of expertise and relevant experience is commensurate with the position performs work of a conceptual nature in architectural design and development, provides strategic guidance in planning and executing a project and/or carries responsibility for quality management pertaining to a project.
    - 2.4.3. **Category C**, in respect of a private consulting practice in architecture, shall mean all salaried professional staff with adequate expertise and relevant experience performing work of an architectural nature and who carry the direct technical responsibility for one or more specific activities related to a project. A person referred to in Category B may also fall in this category if such person performs work of an architectural nature at this level.
    - 2.4.4. **Category D**, in respect of a private consulting practice in architecture, shall mean all other salaried technical staff with adequate expertise and relevant experience performing work of an architectural nature with direction and control provided by any person contemplated in *categories A, B or C*.



3. The scale of fees on a time basis, on which Value Added Tax is excluded, shall be at the following rates per hour, rounded off to the nearest rand:
  - 3.1. for a person in *category A* and *B*: 18.75 cents for each R100 of the total annual remuneration package (lowest notch) attached to a director's grading (level 13) in the Public Service;
  - 3.2. for a person in *category C*: 17,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to a Deputy Director's grading (level 12) in the Public Service;
  - 3.3. for a person in *category D*: 16,5 cents for each R100 of his/her **total annual cost of employment**; provided that this hourly rate shall not exceed 16,5 cents for each R100 of the total annual remuneration package (lowest notch) attached to an Assistant Director's grading (level 11) in the Public Service.

Hourly rates calculated in terms of 3.1, 3.2 and 3.3 above shall be deemed to include overheads and charges in respect of time expended by clerical personnel, which shall, therefore, not be chargeable separately.

Unless otherwise specifically agreed in writing, remuneration for the time expended by *Category B persons* in terms of 3.1 above on a project shall be limited to 5 per cent of the total time expended on the **project**. Any time expended by principals in excess of the 5 per cent limit shall be remunerated at the rates determined in 3.2 or 3.3 above.

Notwithstanding the above, where work is of such a nature that personnel as described in paragraph 3.3 above are capable of performing such work, it shall be remunerated at that level and not at the rates described in paragraphs 3.1 and 3.2 above, irrespective of who in fact executed the work.

The salaries referred to in 3.1 to 3.3 above can change from time to time, which will, therefore, change the rates applicable. These rates will, however, only be adjusted on the first day of each calendar year irrespective of any changes in salary ranges during the relevant year. The rate as set out in Table 8 of the "Rates for Reimbursable Expenses", as amended from time to time may be used as bases for relevant claims.

4. For the purposes of clause 4.4(3)(c), the **total annual cost of employment** (gross annual remuneration) of a person contemplated in clause 4.4(2) means the total amount borne by an employer in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time of appointment of the person.
5. Expenses and Costs  
All expenses and costs shall be claimed for in accordance with the provisions of the **agreement** subject to the submission of substantiating documentation. Such costs shall have prior agreement before the expense occurs.

**NT012-2024 | APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF SPACE PLANNING AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

6. Pricing Schedule table – Hourly

<b>QTY</b>	<b>Description</b>	<b>Hourly rate incl. VAT</b>
	Resources to provide drawing for all floors for the building, including site inspections, construction drawings, floor and furniture layouts, furniture recommendations, furniture brochure for NT, including presentation of drawings and supply copies to NT (soft copies and Hard copies):-	
1	Project Leader – Briefing, statutory, assessment, audits and supervision	R
1	Interior Designer – space planning, furniture placing and coordinating, furniture brochure creation input	R
1	Architect/ Pr. Tech/ Pr. Arch/ Pr. Interior Designer – design development, working drawings, surveying	R
1	Draughtsman – working drawings and surveying	R
<b>Total of Hourly Rate</b>		<b>R</b>

# ANNEXURE: A

## CURRICULM VITAE OF INDIVIDUAL TEAM MEMBER

### 1. SUMMARY/OVERVIEW

### 2. PERSONAL DETAILS

<b>Personal Information:</b>	Surname	
	First names	
	Identity / Passport Number	
	Gender	
	Nationality	
	Position in project	

### 3. QUALIFICATIONS

*Only highest relevant and completed qualification(s) obtained to be listed below as per the ToR requirements.*

<b>Qualification obtained</b>	
Name of Institution	
Date obtained	
<b>Qualification obtained</b>	

Name of Institution	
Date obtained	
<b>Qualification obtained</b>	
Name of Institution	
Date obtained	

- All copies of qualification(s) must be certified, and the certification must be valid for six (6) months from the required bid submission date, if not the lowest points will be allocated
- All foreign qualifications must be accompanied by South African Qualifications Authority (SAQA) certificate of evaluation, if not the lowest points will be allocated.
- Candidates with non-relevant qualifications will be assigned a score of one, equivalent matric certificate (NQF4).

#### 4. EMPLOYMENT HISTORY

(Add additional entries if required. *Please start with the most recent employment and include the start date (MM/YY) and end date (MM/YY) related to each employment under the first column.*)

<b>Position Held</b>							
Employer's Name							
Description of your duties							
Highlight previous experience relevant to services required in bid							
Highlight Specific Experience related to the ToR during employment period (if applicable). If not applicable, indicate N/A.							
Start		End		Total No of years and completed months working at this company		Total No of years and completed months experience relevant to bid specifications while working at this company	
MM	YY	MM	YY	Years	Completed Months	Years	Completed Months
<b>Position Held</b>							

<b>Employer's Name</b>							
<b>Description of your duties</b>							
<b>Highlight previous experience relevant to services required in bid</b>							
<b>Highlight Specific Experience related to the ToR during employment period (if applicable). If not applicable, indicate N/A.</b>							
<b>Start</b>		<b>End</b>		<b>Total No of years and completed months working at this company</b>		<b>Total No of years and completed months experience relevant to bid specifications while working at this company</b>	
<b>MM</b>	<b>YY</b>	<b>MM</b>	<b>YY</b>	<b>Years</b>	<b>Completed Months</b>	<b>Years</b>	<b>Completed Months</b>
<b>Position Held</b>							
<b>Employer's Name</b>							
<b>Description of your duties</b>							
<b>Highlight previous experience relevant to services required in bid</b>							
<b>Highlight Specific Experience related to the ToR during employment period (if applicable). If not applicable, indicate N/A.</b>							
<b>Start</b>		<b>End</b>		<b>Total No of years and completed months working at this company</b>		<b>Total No of years and completed months experience relevant to bid specifications while working at this company</b>	
<b>MM</b>	<b>YY</b>	<b>MM</b>	<b>YY</b>	<b>Years</b>	<b>Completed Months</b>	<b>Years</b>	<b>Completed Months</b>

Bidders must note that for evaluation purposes experience not relevant to services required in this bid will not be considered or counted in the overall number of years' experience.

## 5. SUMMARY OF WORK EXPERIENCE

The summary must tie up to the detail in point 3 above.

Position held	Employer/ Organisation	Start date (MM/YY)	End date (MM/YY)	Total period (e.g. 3Y_6M) working at company	Total experience applicable to bid specifications (e.g. 3Y_6M)

## 6. REFERENCES

*Please provide at last three employment references from the past 10 years. References must be individuals who were either your managers/supervisors where you were an employee or Client representative in the case where you were appointed as a Service Provider.*

1	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	
2	Name of referee	
	Organisation	
	Position of referee in organisation	

	Contact telephone / Cell number of referee	
3	Name of referee	
	Organisation	
	Position of referee in organisation	
	Contact telephone / Cell number of referee	

**I, HEREBY CONFIRM THAT I AM AVAILABLE TO BE PART OF THE PROJECT AND THAT I AM NOT INCLUDED AS A TEAM MEMBER IN ANOTHER BID PROPOSAL FOR THIS PROJECT.**

**SIGNATURE:** \_\_\_\_\_







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**Special Conditions of Contract**

**NT012-2024**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL  
SPACE PLANNING SERVICES, INCLUDING OPTIMAL FURNITURE DESIGN FOR AS AND  
WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS**

**CLOSING DATE: 22 NOVEMBER 2024 AT 11:00 AM**

**VALIDITY PERIOD: 90 DAYS**

S U P P L Y   C H A I N   M A N A G E M E N T

## **A LEGISLATIVE AND REGULATORY FRAMEWORK**

This bid and all contracts will be subject to the General Conditions of Contract issued in accordance with of the Treasury Regulations 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Preferential Procurement Policy Framework Act (PPPFA), NT SCM policy and any other applicable legislation. The Special Conditions of Contract are supplementary to that of the General Conditions of Contract. Where, however, the Special Conditions of Contract are against the General Conditions of Contract, the Special Conditions of Contract takes precedence.

## **B. EVALUATION PROCESS AND CRITERIA**

### **1. EVALUATION PROCESS**

1.1. All bids will be evaluated in terms of functionality and preference point system which comprises of the following:

#### **1.1.1 Phase 1A: Initial screening process**

a) In terms of National Treasury Instruction No. 4A of 2016/2017 regarding the National Central Supplier Database (CSD), all bidders must register on the CSD to provide the following information to be verified through the CSD:

- Business registration, including details of directorship and membership.
- Bank Account holder information.
- In the service of the State status.
- Tax compliance status.
- Identity number.
- Tender default and restriction status; and
- Any additional and supplementary verification information communicated by National Treasury.

b) **Administrative compliance**

Duly completed and signed.

- Invitation to bid – SBD 1
- Pricing schedule SBD 3.3
- Declaration of interest–SBD 4
- Preference Point Claim Form – SBD 6.1
- Provide ID copies for all managing Directors.

- CIPC

### 1.1.2 Phase 1B: Functionality evaluation as per attached Terms of Reference

- Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference.
- Bidders must, as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.
- Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation Committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- The panel members will individually evaluate the responses received against the following criteria as set out below:
- Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- The technical proposal will be scored out of 100 points, with a minimum threshold of 65% required. Bidders that do not meet the minimum functionality threshold of 65% will not be considered for further evaluation. Bidders will be evaluated on the functionality evaluation criteria in a table below:

**Table 1:** Summary of functional/Technical Evaluation Criteria

No	Functionality	Weight	Scoring Criteria
1.	<p><b>COMPANY EXPERIENCE</b></p> <p>Summary of Company and its key focus areas. Provide a list of three (3) or more similar projects for space planning with evidence that were executed in the past ten (10) years as per the scope of work.</p> <p>The list and evidence must address successfully completed project/s in the following sequence:</p> <p>Copy of an appointment/reference letter(s), description of the project. Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value. Furthermore, attach a completion certificate signed by client or letter from the client confirming successful completion of the project.</p>	15	<p>5 = Excellent List and evidence of five (5) or more signed reference /appointment letters of similar project completed.</p> <p>4 = Very good List and evidence of four (4) signed reference/ appointment letters of similar project completed.</p> <p>3 = Good List and evidence of three (3) signed reference/ appointment letters of similar project completed.</p> <p>2 = Average List and evidence of two (2) signed reference/ appointment letters of similar project completed.</p> <p>1 = Poor List and evidence of one (1) signed</p>

**NT012-2024: APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL SPACE PLANNING SERVICES, INCLUDING OPTIMAL FURNITURE DESIGN FOR AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF 3 YEARS**

No	Functionality	Weight	Scoring Criteria
			reference/ appointment letter of similar project completed OR did not submit the required documentation/ activities.
2.	<p><b>KEY PROJECT EXPERTISE, QUALIFICATION AND EXPERIENCE</b></p> <p>Bidder(s) are required to submit a certified proof/copy of educational qualification(s) for all resources required. Proof of SAQA evaluation must be provided in the case of foreign qualifications.</p> <p>CVs of the proposed/nominated resource(s) must be submitted in the prescribed format in <b>(Annexure A)</b>. The bidder must provide a CV for the nominated Project Team Leader and a CV of all team members as required below. Each CV must clearly indicate the position of the resource as per our requirements and CVs must be signed by the proposed resource and not signed on behalf of the proposed resource</p>		
2.1	<p><b>PROJECT TEAM LEADER</b></p> <p>Project Team Leader: Qualification A Bachelor's degree in any related field required:</p> <ul style="list-style-type: none"> <li>• Interior Design</li> <li>• Architecture</li> <li>• Interior Architecture</li> <li>• Facilities Management</li> <li>• Project Management</li> <li>• Construction Management</li> <li>• Or Equivalent</li> </ul>	10	<p>5 = Master's degree (NQF 9) or higher 4 = Honours degree or Post Graduate Diploma (NQF 8) 3 = Bachelors' Degree/ Advance Diploma (NQF 7) 2 = National Diploma/(NQF6) 1 = Matric or less</p>
	<p><b>Project Team Leader: Experience</b> Minimum of 6 years' experience in interior designing, developing space planning, project management, and client relations.</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>	10	<p>5 = 9 or more years' of relevant experience with contactable references and evidence. 4= 7 - 8 years' of relevant experience with contactable references and evidence. 3 = 6 years' relevant experience. with contactable references and evidence. 2 = 4 – 5 years relevant experience with contactable references and evidence. 1 = 3 years or less relevant experience with contactable references and evidence.</p>

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No	Functionality	Weight	Scoring Criteria
2.2	<p><b>Interior Designer qualification</b></p> <p>Minimum of a Bachelor's degree in interior design or equivalent.</p>	10	<p>5 = Master's degree (NQF 9) or higher</p> <p>4 = Honours degree or Post Graduate Diploma (NQF 8)</p> <p>3 = Bachelors' Degree/ Advance Diploma (NQF 7)</p> <p>2 = National Diploma/(NQF6)</p> <p>1 = Matric or less</p>
	<p><b>Interior Designer: Experience</b></p> <p>Minimum of 5 years' experience in interior designers, developing space planning, project management, and client relations.</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>	10	<p>5 = 8 or more years' of relevant experience with contactable references and evidence.</p> <p>4= 6 - 7 years' of relevant experience with contactable references and evidence.</p> <p>3 = 5 years' relevant experience. with contactable references and evidence.</p> <p>2 = 3 – 4 years relevant experience with contactable references and evidence.</p> <p>1 = 2 years or less relevant experience with contactable references and evidence.</p>
2.3	<p><b>Professional Architect: Qualifications</b></p> <p>Bachelor's degree in architecture or equivalent</p>	10	<p>5 = Masters degree (NQF 9) or higher</p> <p>4 = Honours degree or Post Graduate Diploma (NQF 8)</p> <p>3 = Bachelors' Degree/ Advance Diploma (NQF 7)</p> <p>2 = National Diploma/(NQF6)</p> <p>1 = Matric or less</p>
	<p><b>Professional Architect: Experience</b></p> <p>Minimum of 5 years' experience in architectural, interior designers. design software proficiency: Knowledge of AutoCAD, Revit, Rhino, ArchiCAD, and other BIM (Building Information Modeling) software is essential. Architects must also be able to create physical models and detailed technical drawings OR equivalent</p>	10	<p>5 = 8 or more years' of relevant experience with contactable references and evidence.</p> <p>4= 6 - 7 years' of relevant experience with contactable references and evidence.</p> <p>3 = 5 years' relevant experience. with contactable references and evidence.</p> <p>2 = 3 – 4 years relevant experience with contactable references and evidence.</p>

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No	Functionality	Weight	Scoring Criteria
	<p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>		<p>1 = 2 years or less relevant experience with contactable references and evidence.</p>
2.4	<p><b>Draughtsman: Qualifications</b> Minimum of National Certificate or Diploma in Draughting or equivalent.</p>	5	<p>5 = Honours degree or Post Graduate Diploma (NQF 8) 4 = Bachelors' Degree/ Advance Diploma (NQF 7) 3 = National Diploma / Advanced certificates (NQF 6) 2 = Higher Certificates / Advanced National (vocational) Cert. (9NQF 5) 1 = Matric or less</p>
	<p><b>Draughtsman: Experience</b></p> <p>Minimum of 3 years' experience in translate technical concepts into drawings</p> <p>The resource must provide a list of relevant successful projects and evidence of work done in the past 10 years. Utilise Project Template provided.</p> <p><b>List of Projects</b> - Project name, project description, Client name, Client contact (i.e.name, email and office number), Project start date, project end date, contract value, location.</p> <p><b>Evidence</b> - Provide per project: copy of appointment letter/SLA together with completion certificate signed by client or letter from client confirming successful completion of the project.</p>	5	<p>5 = 6 or more years' of relevant experience with contactable references and evidence. 4= 4 - 5 years' of relevant experience with contactable references and evidence. 3 = 3 years' relevant experience. with contactable references and evidence. 2 = 2 years relevant experience with contactable references and evidence. 1 = 1 year or less relevant experience with contactable references and evidence.</p>
3.	<p><b>APPROACH AND METHODOLOGY</b> Bidder to provide the following:</p> <ul style="list-style-type: none"> <li><b>Rationale</b> - Clear understanding of the context of the assignment.</li> </ul>	15	<p>5 = Excellent Approach and Methodology with four (4) of the listed requirements and two (2) or more</p>

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No	Functionality	Weight	Scoring Criteria
	<p>Confirm objectives and expected results and demonstrate the degree of understanding of the Scope. Share risks and assumptions.</p> <ul style="list-style-type: none"> <li>• <b>Methodology and Approach</b> – Provide detailed methodology and approach for the execution of the Assignment - innovative manner for each of the key activities for project implementation, inputs and outputs, highly interactive Stakeholder Engagement, effective management of risk and the identification and timing of major milestones. Approvals activists Include any unique value add proposals.</li> <li>• <b>Team and Support Staff</b> - Description of key staff and alignment of skills with project scope and methodology proposed. Description of the support staff and facilities that the contractor will provide to the team of experts during execution of the contract.</li> <li>• <b>Proposed Project Management Plan</b></li> <li>• <b>The timing, sequence and duration of the proposed tasks.</b> The expected number of working days required from each expert each month during the period of execution of the contract.</li> <li>• <b>Value Add Service(s):</b> Identify and describe any additional Value add proposals</li> </ul>		<p>additional Value Add services proposal included 4 = Very Good Approach and Methodology with four (4) of the listed requirements and one (1) additional Value Add service(s) proposal included 3 = Good Approach and Methodology with only four (4) of the listed requirements. 2 = Average Approach and Methodology with only three (3) of the listed requirements. 1 = Poor approach and Methodology with only two or less (2 or less) of the listed requirements.</p>
	<b>Total</b>		100%
	Minimum Threshold		65%

**Bidders who do not meet a minimum of 65% on functionality will be disqualified for further evaluations on price and specific goals.**

Each panel member will rate each individual criterion on the score sheet using the following scale.

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<b>Value</b>	<b>Description</b>
5 - Excellent	Meets and exceeds the functionality requirements
4 - Very Good	Above average compliance to the requirements
3 - Good	Satisfactory and should be adequate for stated element
2 - Average	Compliance to the requirements
1 - Poor	Unacceptable, does not meet set criteria

- g) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.
- h) The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- i) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 65% for functionality will be evaluated and scored in terms of pricing and specific goals.

**TERMS AND CONDITIONS OF THE BID**

- a. The Particular project/service will be initiated by means of written instructions to the successful bidders.
- b. The successful bidder will be subjected to company screening by the State Security Agency. This includes Director/s and personnel who will be involved in the project.
- c. National Treasury reserves the right to terminate the contract if there is a breach of the agreed specifications.
- d. National Treasury reserves the right to communicate with the service providers pertaining to information submitted on the closing date and time.
- e. National Treasury will appoint one service provider for this project.
- f. National Treasury reserves the right to terminate the contract if there is clear evidence of a breach of the agreed specifications.



## 2. EVALUATION CRITERIA

- a. In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:
- The bid price (maximum 80 points)
  - Specific goals (maximum 20 points)
- b. The following formula will be used to calculate the points for price in respect of bidders with a Rand value up to R50 000 000:

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

Where

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

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

A maximum of 20 points may be awarded to a tenderer for the specific goals specified for the tender. The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places. Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

- c. The State reserves the right to arrange contracts with more than one contractor.

### 2.1 POINTS

The Preferential Procurement Regulations 2022 were gazetted on 4 November 2022 (No. 47452) with effect from 16 January 2023. The 80/20 preference points systems will be applied in accordance with the formula and applicable points provided for in the respective status level contributor tables in the Regulations.

***Note to organs of state: 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

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#	Specific goals	Score	Required proof/ documents to be submitted for evaluation purposes
1	<p><b>The company owned by people who are Youth.</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Youth = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Youth = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Youth = 1 point</li> <li>• 0% company owned by people who are Youth = 0 point</li> </ul>	5 points	<p><b>Proof of claim as declared on SB D 6.1 (one or more of the following will be used verifying the tenderer's status:</b></p> <ul style="list-style-type: none"> <li>• Company Registration Certification/document (CIPC)</li> <li>• Company Shareholders certificate</li> <li>• Certified identification documentation of company director/s</li> <li>• CSD report/ CSD registration number (MAAA number)</li> <li>• B-BBEE Certificate of the tendering company.</li> <li>• Consolidated B-BBEE certificated if the tendering company is a Consortium, Joint Venture, or Trust (Issued by verification agency accredited by the South African Accreditation System).</li> <li>• Agreement for a Consortium, Joint Venture, or Trust.</li> </ul>
2	<p><b>The company owned by people who are Black. (HDI)</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Black (HDI) = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Black (HDI) = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Black (HDI) = 1 point</li> <li>• 0% company owned by people who are Black (HDI) = 0 point</li> </ul>	5 points	
3	<p><b>The company owned by people who are women.</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are women = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are women = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are women = 1 point</li> <li>• 0% company owned by people who are women = 0 point</li> </ul>	5 points	
4	<p><b>The company owned by people who are disabled.</b></p>	5 Points	

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<ul style="list-style-type: none"> <li>• 100% company owned by people who are disabled = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are disabled = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are disabled = 1 point</li> <li>• 0% company owned by people who are disabled = 0 point</li> </ul>		
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**\*NB: Points will be allocated based on % ownership to the Company/s (main tendering entity/s). Please attach proof/ required documents**

**NB: Please attach proof of the above.**

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

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

- d. The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- e. Bidders are requested to complete the various specific goals forms in order to claim points.
- f. Only a bidder who has completed and signed the declaration part of the preference claim form will be considered for specific goals.
- g. National Treasury may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their specific goals.
- h. Points scored will be rounded off to the nearest 2 decimals.
- i. In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the bid. Should two or more bids be equal in all respects, the award shall be decided by drawing of lots.
- j. A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

### 3. MANDATORY REQUIREMENTS

**4.1** An administrative evaluation will be carried out on all the bids received and if the under mentioned documentation is not signed and/or attached such a bid will be eliminated from any further evaluation.

- a) Proof of company registration on Central Supplier Database Registration (CSD).
- b) In case of Joint Venture, Consortium, Trust, or Partnership, a signed teaming agreement is required.
- c) In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted and will be verified.
- d) In case of Joint Venture, Consortium, Trust, or Partnership a Consolidated Central Supplier Database Registration (CSD) or separate CSDs for both companies are required.
- e) Service providers must submit signed CVs in a prescribed template as in ANNEXURE A. CV's must be signed by the owner of the CV not signed on behalf of the proposed resource.
- f) The Cost /fee structure must contain the pricing schedule (SBD 3.3), which includes: the total bid prices for stated time frame and bill of quantities/scope of work for procurement of goods and services, the recurring, the maintenance cost, and the disbursement cost if applicable.
- g) Architects in South Africa must be registered with the South African Council for the Architectural Profession (SACAP). Provide valid proof of registration
- h) Interior Designer in South Africa must be registered with The Institute of Interior Design Professions (IID). Provide valid proof of registration

**FAILURE TO ADHERE TO THE CONDITIONS STATED ABOVE WILL LEAD TO DISQUALIFICATION**

**NOTE: Required Administrative Documents (Not for elimination)**

- a) Valid Tax Clearance Certificate and/or SARS issued pin code, In case of Joint Venture, Consortium, Trust, or Partnership a Valid Tax Clearance Certificate and/or SARS issued pin code for both companies must be submitted and will be verified.
- b) Proof of valid registration with Compensation for Occupational Injuries and Diseases Act (COIDA).
- c) Provide Proposed Project team - a list of key Team members, their function as per ToR, education qualifications, number of years of experience (table format) including comprehensive CVs of Team members on the CV template provided.

- d) Provide Detailed Methodology as per scope above, additional offerings (value add – above scope of ToR, project plan including timeframes, proposed themes with speakers, knowledge management plan.
- e) Project List for the Company and Project list per Team member on the Project template provided.
- f) All copies of qualification(s) must be certified, and the certification must be valid for six (6) months from the required bid submission date, if not the lowest points will be allocated
- g) All foreign qualifications must be accompanied by South African Qualifications Authority (SAQA) certificate of evaluation, if not the lowest points will be allocated.
- h) **Bidders are requested to use the attached CV template, and limit number of CVs to one (1) per category, in the case where more than one (1) CVs are submitted, only the first one (1) will be evaluated.**

#### **4. TAX COMPLIANCE STATUS**

Bids received from bidders with a non-compliant tax status may be disqualified with failure to update the Tax Status within 7 days.

#### **5. VALUE ADDED TAX**

All bid prices must be inclusive of 15% Value-Added Tax where applicable.

#### **6. CLIENT BASE**

- 6.1** National Treasury reserves the right to contact references during the evaluation and adjudication process to obtain information.

#### **7. LEGAL IMPLICATIONS**

Successful service providers will enter into a service level agreement with National Treasury

#### **8. COMMUNICATION**

National Treasury may communicate with bidders for, among others, where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for the National Treasury in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

**9. LATE BIDS**

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

**10. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in such bids being disqualified.

**11. PROHIBITION OF RESTRICTIVE PRACTICES**

- a. In terms of section 4(1) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/ are or a contractor(s) was/were involved in:
  - directly or indirectly fixing a purchase or selling price or any other trading condition;
  - dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
  - collusive bidding.
- b. If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

**12. FRONTING**

- a. The National Treasury supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background the National Treasury condemns any form of fronting.

The National Treasury, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct, or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid

documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the National Treasury may have against the bidder/contractor concerned.

**14. TIMEFRAMES AND FORMAL CONTRACT**

Successful bidder(s) will enter into a formal contract with the National Treasury.

**15. PACKAGING OF BID**

The bidder shall place both the sealed Technical Proposal and Price/ Financial Proposal envelopes into an outer sealed envelope or package, and must be clearly marked as follow:

**15.1 FUNCTIONALITY/TECHNICAL PROPOSAL**

Bid No: **NT012-2024**

Description: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL SPACE PLANNING SERVICES, INCLUDING OPTIMAL FURNITURE DESIGN FOR AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.**

Bid closing date and time: **22 NOVEMBER 2024 AT 11H00AM**

Name and address of the bidder:

In this envelope, the bidder shall only address the technical aspects of the bid.

**15.2 PRICE/ FINANCIAL PROPOSAL**

Bid No: **NT012-2024**

Description: **APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL SPACE PLANNING SERVICES, INCLUDING OPTIMAL**

**FURNITURE DESIGN FOR AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS**

Bid closing date and time: **22 NOVEMBER 2024 AT 11H00AM**

Name and address of the bidder:

In this envelope, the bidder shall provide the price/ financial proposal.

**The Technical Proposal envelope must contain one original hard copy document, clearly marked “1 Original”, and four (4) hardcopies, clearly marked “Copy”. Bidders may attach soft copies in a USB format.**

**16 CONTACT DETAILS**

Supply Chain Management, 4th floor at National Treasury,

Private Bag x 115, Pretoria, 0001

Physical address: 240 Madiba Street (Vermeulen), Pretoria

For General enquiries: [NTAdministrativeTenders@Treasury.gov.za](mailto:NTAdministrativeTenders@Treasury.gov.za)



**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO: NT012-2024
CLOSING TIME 11:00 AM ON 22 NOVEMBER 2024	

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
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**APPOINTMENT OF A SERVICE PROVIDER FOR THE PROVISION OF ARCHITECTURAL SPACE PLANNING SERVICES, INCLUDING OPTIMAL FURNITURE DESIGN FOR AS AND WHEN REQUIRED TO NATIONAL TREASURY FOR A PERIOD OF THREE (3) YEARS.**

Services must be quoted in accordance with the attached terms of reference.

QTY	Description	Hourly rate incl. VAT
	Resources to provide drawing for all floors for the building, including site inspections, construction drawings, floor and furniture layouts, furniture recommendations, furniture brochure for NT, including presentation of drawings and supply copies to NT (soft copies and Hard copies):-	
1	Project Leader – Briefing, statutory, assessment, audits and supervision	R
1	Interior Designer – space planning, furniture placing and coordinating, furniture brochure creation input	R
1	Architect/ Pr. Tech/ Pr. Arch/ Pr. Interior Designer – design development, working drawings, surveying	R
1	Draughtsman – working drawings and surveying	R
<b>Total of Hourly Rate</b>		<b>R</b>

Total cost of the assignment (R inclusive VAT) R.....

**NB: Bidders are also advised to indicate a total cost breakdown for this assignment.**

The financial proposal for this assignment should cover for all assignment activities and outputs enumerated above.

2. Period required for commencement with project after acceptance of bid \_\_\_\_\_
3. Are the rates quoted firm for the full period? Yes/No
4. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index.

\_\_\_\_\_

\_\_\_\_\_

Any enquiries regarding bidding procedures may be directed to –

**Department: National Treasury**

Any enquiries regarding technical enquiries may be directed to –

Contact Person: [NTAdministrativeTenders@Treasury.gov.za](mailto:NTAdministrativeTenders@Treasury.gov.za)

**PLEASE REFER TO THE ATTACHED TERMS OF REFERENCE FOR MORE INFORMATION.**

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<sup>2</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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature Date

.....  
Position Name of bidder

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

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

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**1. GENERAL CONDITIONS**

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

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

1.2 **To be completed by the organ of state**

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

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

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

competitive tendering process or any other method envisaged in legislation;

- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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

#### 3.1. POINTS AWARDED FOR PRICE

##### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***The 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

<b>The specific goals allocated points in terms of this tender</b>	<b>Number of points allocated (80/20 system) (To be completed by the organ of state)</b>	<b>Number of points claimed (80/20 system) (To be completed by the tenderer)</b>
<p><b>The company owned by people who are Youth.</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Youth = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Youth = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Youth = 1 point</li> <li>• 0% company owned by people who are Youth = 0 point</li> </ul>	5 points	
<p><b>The company owned by people who are Historically Disadvantaged Individuals (HDI) Black.</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are Black (HDI) = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are Black (HDI) = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are Black (HDI) = 1 point</li> <li>• 0% company owned by people who are Black (HDI) = 0 point</li> </ul>	5 Points	
<p><b>The company owned by people who are women (HDI).</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are women (HDI) = 5 points</li> </ul>	5 Points	



<ul style="list-style-type: none"> <li>• ≥51% and &lt;100% company owned by people who are women (HDI) = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are women (HDI) = 1 point</li> <li>• 0% company owned by people who are women (HDI) = 0 point</li> </ul>		
<p><b>The company owned by people who are disabled.</b></p> <ul style="list-style-type: none"> <li>• 100% company owned by people who are disabled = 5 points</li> <li>• ≥51% and &lt;100% company owned by people who are disabled = 3 points</li> <li>• &gt;0% and &lt;51% company owned by people who are disabled = 1 point</li> <li>• 0% company owned by people who are disabled = 0 point</li> </ul>	5 Points	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown

in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... .....

DEPARTMENT OF NATIONAL TREASURY



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors'/Suppliers' Questionnaire – Individuals:  
Questionnaire A**

Please answer the questions by marking the appropriate column with an "X".  
Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Natural Persons:</b>	
<b>Surname:</b>	
<b>Initials:</b>	
<b>First two names:</b>	
<b>Title:</b>	
<b>ID number or passport number:</b>	
<b>Nationality:</b>	
<b>Income Tax reference number:</b>	
<b>Date of birth:</b>	
<b>If not a citizen of the RSA, furnish a certified copy of a work permit:</b>	
<b>Postal address and code:</b>	
<b>Residential address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	
<b>If in possession of a tax clearance certificate or exemption certificate (IRP30), furnish a certified copy thereof:</b>	
<b>Jurisdiction in which contractor is "ordinarily resident" i.e. place of permanent residence:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

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	<b>Question</b>	<b>Yes</b>	<b>No</b>
1.	Do you supply services on behalf of a Labour Broker?		
2.	Are you subject to the control or supervision of the National Treasury (NT)? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• The manner of duties performed;</li> <li>• The hours of work;</li> <li>• The quality of work.</li> </ul>		
3.	Are you paid at regular intervals i.e. daily, weekly, monthly etc? (If the payments are made at regular intervals or by a rate per time period)		
4.	Will payment to you include any benefits? Including, but not limited to, the following: <ul style="list-style-type: none"> <li>• Leave pay;</li> <li>• Medical aid;</li> <li>• Training;</li> <li>• Sick Leave.</li> </ul>		
5.	Will, or have you be/been in the full time employment of the NT?		
6.	Will you require of the NT to provide any equipment, tools, materials or office space, in order to fulfil the contract?		
7.	Do you supply these, or similar, services only to the NT and not to any other client or the general public?		
8.	Will you be required to work more than 22 hours per week?		
8.1	If "yes", will payment be made on an hourly, daily weekly or monthly basis?		
8.2.1	Will you work solely for the NT?		
8.2.2	Will you provide a written statement to this effect?		
<b>Non-Residents of the RSA</b>			
9.	Will you return to your jurisdiction of residence upon the termination of the contract?		
10.	Is the contract to exceed a period of three years?		
11.	Will you be returning to the jurisdiction of residence during the course of the contract? If so, for what periods of time?		
12.	Is your employer resident in the Republic of South		

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	Africa or does a permanent establishment or branch represent the employer in the Republic?		
13.	If a permanent establishment or branch represents the employer in the Republic, will your salary be paid from such permanent establishment or branch?		
14.	Will you be required to perform any work outside of the Republic?		
15.	Do you agree to submit copies of your passport should the NT, so require?		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>

**DEPARTMENT OF NATIONAL TREASURY**



**PLEASE COMPLETE QUESTIONNAIRE A OR B**

**Contractors’/Suppliers’ Questionnaire – All Service Providers (excluding Individuals): Questionnaire B:**

Please answer the questions by marking the appropriate column with an “X”. Please do not leave out any question relating to your specific circumstances.

<b>Contractor/Supplier Name:</b>	
<b>Corporate Contractors (including companies, close corporations and trusts):</b>	
<b>Registered name and furnish a certified copy of registration:</b>	
<b>Nature of legal entity:</b>	
<b>Trade name:</b>	
<b>Registration number:</b>	
<b>Date of incorporation:</b>	
<b>Jurisdiction of incorporation:</b>	
<b>Jurisdiction where effective management is performed:</b>	
<b>Income tax reference number:</b>	
<b>Employees’ Tax reference number:</b>	
<b>Value Added Tax number and furnish a certified copy of VAT 103 Certificate:</b>	
<b>Postal address and code:</b>	
<b>Physical address and code:</b>	
<b>Telephone numbers:</b>	
<b>Facsimile numbers:</b>	
<b>E-mail address:</b>	

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
1.	Are you a "Labour Broker" i.e. do you provide payment for supplying the National Treasury (NT) with a person/s? If so, furnish a certified copy of an IRP30, which is valid for the period of the contract.		
2.	Is the service to be rendered personally by any person, who is a connected person, in relation to the entity? (For example a shareholder, member or their direct family)		
3.	Do you employ four or more employees on a full time basis throughout the year, excluding connected parties? If so, are these employees engaged in rendering the service to the NT? (For example secretarial employees would NOT be so engaged)		
4.	Would you be regarded as an employee of the NT if the service was rendered by the person directly to the NT, other than on behalf of the contractor?		
5.	Do you, the Company, Close Corporation or Trust receive any form of training supplied or paid for by NT? If "yes", please specify the nature and extent of the training:		
6.	Are you, the Company Close Corporation or Trust free to choose which tools or equipment, or staff, or raw materials, or routines, patents and technology to use in performing your main duties?		
7.	In order to perform your main duties, do you, or does such a person, Company, Close Corporation or Trust, use any tools or equipment supplied or paid for by NT? If "yes", please state the nature thereof:		
8.	Are you subject to the control or supervision of the NT, as to the manner in which, or hours during which, the duties are performed or are to be performed in rendering the service?		
9.	Will the amounts paid or payable in respect of the service consist of, or include, earnings of any description, which are payable at regular daily, weekly, monthly, or other intervals?		
10.	Will more than 80% of your income, during the year		

**DEPARTMENT OF NATIONAL TREASURY**

<b>Question</b>		<b>Yes</b>	<b>No</b>
	of assessment, from services rendered, consist of or be likely to consist of amounts received directly or indirectly from <b>any one client</b> , or any associated institution, in relation to the client?		
11.	Does your contract contain any elements of an employment contract? [i.e. Job titles, reporting structure in organisation, fixed working hours, employment benefits, performance bonuses (excluding bonus and penalties for early or late delivery)]		
12.	Does your contract contain any clause that will enable you to receive payment, even if no work was done?		
13.	Have you ever been classified as a Labour Broker or personal services company (including Close Corporation and Trust) by SARS or any other client?		
14.	If the answer to question 13 was "yes", did anything change that no longer classifies you as a labour broker or personal services company? If "yes", elaborate:		

**PARTICULARS OF PERSON ACTING AS REPRESENTATIVE OF THE ENTERPRISE**

I, the undersigned, confirm that the information provided above is accurate, and that while in receipt of payment from NT, will inform NT of any changes that take place pertaining the information provided above.

<b>Representative's Full Names:</b>	<b>Capacity:</b>	<b>Contact number:</b>
<b>Signature:</b>		<b>Date:</b>



**GOVERNMENT PROCUREMENT**

**GENERAL CONDITIONS OF CONTRACT**

**NOTES**

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### 14. Spare parts

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

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

#### 15. Warranty

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

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

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

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

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



- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

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

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

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

**24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable

difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss

or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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