



BID NUMBER: GGB/RFP/001/2018

**APPOINTMENT OF A TURNKEY SERVICE PROVIDER FOR THE
REFURBISHMENT OF THE GAUTENG GAMBLING BOARD OFFICES**

BID DOCUMENT

CLOSING DATE: 31 JANUARY 2019

Issued by:

The Chief Executive Officer
GAUTENG GAMBLING BOARD
125 CORLETT DRIVE, BRAMLEY, JOHANNESBURG
Private Bag 15
Bramley
2018

Telephone: (011) 581 4800
Facsimile: (011) 581 4900
Web address: www.ggb.org.za

| | |
|---|--|
| FULL NAME OF BIDDER (BIDDING ENTITY (ie CC, PTY, LTD, JV, etc)) | |
| THE OFFERED TOTAL OF THE PRICES (Including Value Added Tax) | |

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Contractor

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Employer

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SUMMARY FOR BID OPENING PURPOSES

NAME OF BIDDING ENTITY:

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|---------------------------------|------------------------|
| PHYSICAL STREET ADDRESS: | POSTAL ADDRESS: |
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| | |
| | |
| Area Code: | Area Code: |
| Telephone No: | Fax No: |
| E-Mail Address: | |

Signature:

Signed by authorised representative of the Bidding Entity:

Date:

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Team Leader

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BID NUMBER: RFP/GGB/001/2018

**APPOINTMENT OF A TURNKEY SERVICE PROVIDER FOR THE
REFURBISHMENT OF THE GAUTENG GAMBLING BOARD OFFICES**

ADVERT DATE: 7 DECEMBER 2018

**COMPULSORY BRIEFING: 13 DECEMBER 2018 AT 10H30
GAUTENG GAMBLING BOARD OFFICES
125 CORLET DRIVE
BRAMLEY
2090**

**Documents can be downloaded free of charge from the GGB Website:
www.ggb.org.za**

CLOSING DATE: 31 JANUARY 2019 AT 11H00

Team Leader

Witness 1

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LIST OF ACRONYMS

| | |
|-------|---|
| AG | Auditor General |
| CPIX | Consumer Price Index |
| CV | Curriculum Vitae |
| GGB | Gauteng Gambling Board |
| HDI | Historical Disadvantaged Individual |
| MEC | Member of the Executive Council |
| P.a. | Per annum |
| PFMA | Public Finance Management Act |
| PPPFA | Preferential Procurement Policy Framework Act |
| PSP | Professional Service Provider |
| RFP | Request for Proposal |
| SARS | South African Revenue Service |
| SBD | Standard Bidding Document |
| SCM | Supply Chain Management |
| SMME | Small, Medium and Micro Enterprise |
| SP | Service Provider |
| TA | Technical Assistance |
| TOR | Terms of Reference as provided in RFP Part B (terms of reference) |

DEFINITIONS

In this Request for Proposal, unless a contrary intention is apparent:

Business Day means a day which is not a Saturday, Sunday or public holiday.

Bid means a written offer in a prescribed or stipulated form lodged by a Bidder in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Terms of Reference as provided in RFP Part B.

Closing Time means the time, specified as such under the clause “Indicative Timetable” of this RFP Part A, by which Tenders must be received.

Evaluation Criteria means the criteria set out under the clause “Evaluation Criteria Format” of this RFP Part A.

GGB means the Gauteng Gambling Board; a PFMA Schedule 3(C) listed Provincial Public Entity, established in terms of the *Gauteng Gambling Act, No 4 of 1995 as amended*.

Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

Team Leader

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Employer means Gauteng Gambling Board (GGB).

Proposed Contract means the agreement including any other terms and conditions contained in or referred to in this RFP that may be executed between the GGB and the successful Bidder.

Request for Proposal or **RFP** means this document (comprising each of the parts identified under RFP Part A, Part B, Part C, Part D and Part E) including all annexure and any other documents so designated by the GGB.

Services means the services required by the GGB, as specified in this RFP Part B.

Terms of Reference means any Terms of Reference or description of the GGB's requirements contained in this RFP Part B.

State means the Republic of South Africa.

Statement of Compliance means the statement forming part of a Tender indicating the Bidders compliance with the Terms of Reference.

Bidder means a person or organisation that submits a Bid.

Tendering Process means the process commenced by the issuing of this Request for Proposal and concluding upon formal announcement by the GGB of the selection of a successful Bidder(s) or upon the earlier termination of the process.

Website means the website administered by GGB located at www.ggb.org.za
In this RFP, unless expressly provided otherwise:
A reference to:

- (a) "includes" or "including" means includes or including without limitation; and
- (b) "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

Team Leader

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RFP – PART A

RULES GOVERNING THIS RFP AND THE TENDERING PROCESS

APPLICATION OF RULES

1. Participation in the tender process is subject to compliance with the rules contained in this RFP Part A.
2. All persons (whether or not a Participant in this tender process) having obtained or received this RFP may only use it, and the information contained therein, in compliance with the rules contained in this RFP Part A.
3. All Bidders are deemed to accept the rules contained in this RFP Part A.
4. The rules contained in this RFP Part A apply to:
 - a. the RFP and any other information given, received or made available in connection with this RFP and any revisions or annexure;
 - b. the Tendering Process; and
 - c. any communications (including any briefings, presentation, meetings and negotiations) relating to the RFP or the Tendering Process.

REQUEST FOR PROPOSAL

STATUS OF REQUEST FOR PROPOSAL

5. This RFP is an invitation for service provider/s to submit a proposal(s) for the provision of the services as set out in the terms of reference (TOR) Terms of Reference contained in this RFP Part B. Accordingly, this RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.
6. No binding contract or other understanding for the supply of the Services will exist between the GGB and any Bidder unless and until the GGB has executed a formal written contract with the successful Bidder.

Team Leader

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Witness 1

Witness 2

ACCURACY OF REQUEST FOR PROPOSAL

7. Whilst all due care has been taken in connection with the preparation of this RFP, the GGB makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Tendering Process is, or will be, accurate, current or complete. The GGB, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
8. If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GGB (other than minor clerical matters), the Bidder must promptly notify the GGB in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the GGB an opportunity to consider what corrective action is necessary (if any).
9. Any actual discrepancy, ambiguity, error or inconsistency in this RFP or any other information provided by the GGB will, if possible, be corrected and provided to all Bidders without attribution to the Bidder who provided the written notice.

ADDITIONS AND AMENDMENTS TO THE RFP

10. The GGB reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. The GGB and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
11. If the GGB exercises its right to change information in terms of clause 10, it may seek amended Tenders from all Bidders.

REPRESENTATIONS

12. No representations made by or on behalf of the GGB in relation to this RFP will be binding on the GGB unless that representation is expressly incorporated into the contract ultimately entered into between the GGB and the successful Bidder.

CONFIDENTIALITY

13. All persons (including all Bidders) obtaining or receiving this RFP and any other information in connection with this RFP or the Tendering Process must keep the contents of the RFP and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this RFP.

COMMUNICATIONS DURING THE TENDERING PROCESS

REQUESTS FOR CLARIFICATION OR FURTHER INFORMATION

14. All communication and attempts to solicit information of any kind relative to this tender should be in writing and channelled to the Supply Chain Management Unit via email to: tenders@ggb.org.za
15. Any communication by a Bidder to the GGB will be effective upon receipt by the SCM Unit (provided such communication is in the required format)
16. The GGB has restricted the period during which it will accept questions or requests for further information or clarification and reserves the right not to respond to any enquiry or request, irrespective of when such enquiry or request is received. Such restricted times are Mondays to Thursdays from 9 am to 4 pm and on Fridays from 9 am to 3 pm. The GGB will only respond to such requests from the **15 January 2019 until 30 January 2019**.
17. Except where the GGB is of the opinion that issues raised apply only to an individual Bidder, questions submitted and answers provided will be made available to all Bidders by e-mail, as well as on the GGB's website without identifying the person or organisation which submitted the question. Such responses/clarifications will be posted on the GGB website no later than Wednesday, 30 January 2019 at 12:00.
18. In all other instances, the GGB may directly provide any written notification or response to a Bidder by email to the address of the Bidder (as notified by the Bidder to the SCM Unit).
19. A Bidder may, by notifying the SCM Unit in writing, withdraw a question submitted in accordance with clause 18, in circumstances where the Bidder does not wish the GGB to publish its response to the question to all Bidders.

UNAUTHORISED COMMUNICATIONS

20. Communications (including promotional or advertising activities) with staff of the GGB or advisors assisting with the Tendering Process are not permitted during the Tendering. Nothing in this clause is intended to prevent communications with staff of, or advisors of the GGB to the extent that such communications do not relate to this RFP or the Tendering Process.
21. Bidders must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Tendering Process in any way.

IMPROPER ASSISTANCE, FRAUD AND CORRUPTION

22. Bidders may not seek or obtain the assistance of employees, contractors or advisors of the GGB in the preparation of their tender responses.
23. The GGB may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

24. Bidders are to be familiar with the implications of contravening the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004 and any other relevant legislation.

ANTI-COMPETTIVE CONDUCT

25. Bidders and their respective officers, employees, agents and advisors must not engage in any collusion, anti-competitive conduct or any other similar conduct in respect of this Tendering Process with any other Bidder or any other person(s) in relation to:
- a. The preparation or lodgement of their Tender;
 - b. the evaluation and clarification of their Tender; and
 - c. the conduct of negotiations with the GGB.
26. For the purposes of clause 25, collusion, anti-competitive conduct or any other similar conduct may include disclosure, exchange and clarification of information whether or not such information is confidential to the GGB or any other Bidder or any other person or organisation.
27. In addition to any other remedies available to it under law or contract, the GGB may, in its absolute discretion, immediately disqualify a Bidder that it believes has engaged in any collusive, anti-competitive conduct or any other similar conduct during the entire Tendering Process.

COMPLAINTS ABOUT THE TENDERING PROCESS

28. Any complaint about the RFP or the Tendering Process must be submitted to the CEO in writing, (preferably by email), immediately upon the cause of the complaint arising or becoming known to the Bidder.
29. The written complaint must set out:
- a. The basis for the complaint, specifying the issues involved;
 - b. how the subject of the complaint affect the organisation or person making the complaint;
 - c. any relevant background information; and
 - d. the outcome desired by the person or organisation making the complaint.
30. If the matter relates to the conduct of an official, employee or advisor of the GGB, the complaint should be addressed in writing marked for the attention of the Chief Executive Officer of the GGB, and delivered to the physical address of the GGB, as notified.

Team Leader

Witness 1

Witness 2

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Witness 1

Witness 2

CONFLICT OF INTEREST

31. A Bidder must not, and must ensure that its officers, employees, agents and advisors do not, place themselves in a position that may give rise to actual, potential or perceived conflict of interest between the interests of the GGB and/or the Gauteng Provincial Government and the Bidders interests during the Tender Process.
32. The Bidders Response in this RFP Part D requires the Bidder to provide details of any interests, relationships or Employers which may or do give rise to a conflict of interest in relation to the supply of the services under any contract that may result from this RFP.
33. If the Bidder submits its Tender and a subsequent conflict of interest arises, or is likely to arise, which was not disclosed in the Tender, the Bidder must notify the GGB immediately in writing of that conflict.
34. The GGB may immediately disqualify a Bidder from the Tendering Process if the Bidder fails to notify the GGB of the conflict as required.

LATE TENDERS

35. Tenders must be lodged by the Closing Time. Where a tender document is not in the tender box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.
36. Tenders lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this RFP will be disqualified from the Tendering Process and will be ineligible for consideration.
37. The determination of the GGB as to the actual time that a Tender is lodged is final. All Tenders lodged in the Tender Box after the Closing Time will be recorded by the GGB and will only be opened for the purposes of identifying a business name and address of the Bidder. The GGB will inform a Bidder whose Tender was lodged after the Closing Time of its ineligibility for consideration. The general operating practice is for the late tender to be returned within 5 (Five) working days of receipt or within 5 (Five) working days after determination not to accept a late tender.

BIDDERS RESPONSIBILITIES

38. Bidders are responsible for:
 - a. Examining this RFP and any documents referenced or attached to this RFP and any other information made or to be made available by the GGB to Bidders in connection with this RFP;
 - b. fully informing themselves in relation to all matters arising from this RFP, including all matters regarding the GGB's requirements for the provision of the Services, as well as general conditions and specific conditions of contract;

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- c. ensuring that their Tenders are accurate and complete;
- d. making their own enquiries and assessing all risks regarding this RFP, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
- e. ensuring that they comply with all applicable laws in regards to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazette;
- f. submitting an Original Valid Tax Clearance Certificate; and failure to provide the required information could result in disqualification of the bidder.

PREPARATION OF TENDERS

- a. Bidders must ensure that their Tender is submitted in the required format as stipulated in this RFP Part B; and
- b. all the required information fields in RFP Part C and Part D are completed in full and contain the information requested by the GGB.

Note to Bidders: The GGB may in its absolute discretion reject a Tender that does not include the information requested.

- 39. Unnecessarily elaborate responses or other presentations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required.
- 40. Bidders may develop preliminary concept designs and visual aids to appropriately demonstrate the proposed refurbishment.

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

- 41. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
- 42. The GGB may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
- 43. The GGB is entitled to amend any bid conditions, validity period, Terms of References, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time to enable them to respond effectively / positively.

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Team Leader

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OBLIGATION TO NOTIFY ERRORS

44. Amended bids may be sent, together with the original bid, in an envelope marked “Amendment to bid” and should be placed in the bid box before the closing date and time. An amendment bids without the original bid document will not be considered.

RESPONSIBILITY FOR TENDERING COSTS

45. The Bidders participation or involvement in any stage of the Tendering Process is at the Bidders sole risk, cost and expense. The GGB will not be held responsible for, or pay for, any expense or loss that may be incurred by Bidders in relation to the preparation or lodgement of their Tender.
46. The GGB is not liable to the Bidder for any costs on the basis of any contractual, or promissory or restitutionary grounds whatsoever as a consequence of any matter relating to the Bidders participation in the Tendering Process, including without limitation, instances where:
- a. The Bidder is not engaged to perform under any contract; or
 - b. The GGB exercises any right under this RFP or at law.

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

47. All Tenders received by the GGB will be treated as confidential. The GGB will not disclose any Tender contents and Tender information, except:
- a. As required by law;
 - b. for the purpose of investigations by other government authorities having relevant jurisdiction;
 - c. to external consultants and advisors of the GGB engaged to assist with the Tendering Process; or
 - d. for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

ILLEGIBLE CONTENT, ALTERATION AND ERASURES

48. Incomplete Tenders may be disqualified or evaluated solely on information contained in the Tender.
49. The GGB may disregard any content in a Tender that is illegible and will be under no obligation whatsoever to seek clarification from the Bidder.
50. The GGB is entitled to amend any bid conditions, validity period, Terms of References, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have

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been issued, will be advised in writing of such amendments in good time to enable them to respond effectively / positively.

DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

51. All Tenders received by the GGB will be treated as confidential. The GGB will not disclose any Tender contents and Tender information, except:
- a. As required by law;
 - b. for the purpose of investigations by other government authorities having relevant jurisdiction;
 - c. to external consultants and advisors of the GGB engaged to assist with the Tendering Process; or
 - d. for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

USE OF TENDERS

55. Upon submission in accordance with the requirements of submission of Tenders, all Tenders submitted become the property of the GGB. Bidders will retain all ownership rights in any intellectual property contained in the Tender.
56. Each Bidder, by submission of their Tender, is deemed to have licensed the GGB to reproduce the whole, or any portion, of their Tender for the purposes of enabling the GGB to evaluate the Tender.
57. Further, in submitting a Tender, the Bidder accepts that the GGB shall, in accordance with the requirements of Treasury Regulation No. 16A.6.3(d) and the National Treasury Instruction Note on *Enhancing Compliance Monitoring and Improving Transparency and Accountability in Supply Chain Management*, publish (on the internet or otherwise):
- a. The names of all Bidders that submitted bids in relation to this RFP within 10 (Ten) working days after the closing date of this RFP, if the bid is above the threshold value of R500 000; and
 - b. on award of the bid, the name of the successful Bidder, the contract price, B-BBEE level of contribution status, the contract number and description of the contract awarded.

PERIOD OF VALIDITY

58. All Tenders received must remain valid and open for acceptance for a minimum of **90** (Ninety) days from the Closing Time. This period may be extended by written mutual agreement between the GGB and the Bidder.

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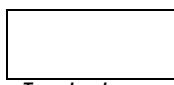
STATUS OF TENDER

59. Each Tender constitutes an irrevocable offer by the Bidder to the GGB to provide the Services required and otherwise to satisfy the requirements of the Terms of Reference as set out in this RFP Part B.
60. A Tender must not be conditional on:
- a. The Board approval of the Bidder or any related governing body of the Bidder being obtained;
 - b. the Bidder conducting due diligence or any other form of enquiry or investigation;
 - c. the Bidder (or any other party) obtaining any regulatory approval or consent;
 - d. the Bidder obtaining the consent or approval of any third party; or
 - e. the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.
61. The GGB may, in its absolute discretion, disregard any tender that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).
62. The GGB reserves the right to accept a Tender in part or in whole or to negotiate with a Bidder in accordance with the clause 80 (Unreasonable disadvantage) of this RFP Part A.

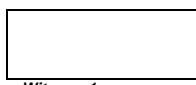
TENDER RESPONSE

COMPLIANCE WITH TERMS OF REFERENCE

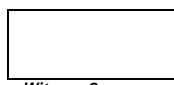
63. Under Part C of this RFP, a Bidder must submit a tabulated statement showing its level of compliance to the Terms of Reference contained in this RFP Part B.
64. In particular, Bidders must state if they will not comply with the Terms of Reference, or will only comply with the Terms of Reference subject to conditions. Full details of the non-compliance (including the nature and extent of the non-compliance and any reasons for such non-compliance) must be stated in the space provided in the tabulated statement.
65. No response is required in respect of a particular section of the Terms of Reference where Bidders will comply with the Terms of Reference. Only sections that Bidders have not complied with, or will only comply with subject to conditions, should be noted in the tabulated statement.
66. The GGB is prepared to contemplate minor variations or departures from the Terms of Reference proposed by Bidders.
67. However, Bidders should note that significant or substantive variations or departures from the Terms of References will not be viewed favourably unless the Bidder is able to clearly demonstrate to the satisfaction of the GGB the necessity for such variations or departures.



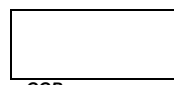
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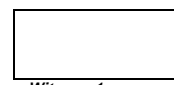
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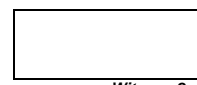
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Note to Bidders: The GGB will assume that a Bidders Response complies in all relevant respects with the Terms of Reference unless the Bidder states otherwise. Failure to notify the GGB of any non-compliance may result in a Bidders Response being disregarded.

GENERAL

68. Indefinite responses such as “noted”, “to be discussed” or “to be negotiated” are not acceptable.
69. Where the Bidder is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender, or be included in a general statement of the Bidders usual operating conditions.
70. An incomplete Tender may be disqualified or assessed solely on the information completed or received with the Tender.

INNOVATIVE SOLUTIONS

71. Bidders are encouraged to offer options or solutions which may, in an innovative way, contribute to the GGB’s ability to carry out its operations in a more cost-effective manner.
72. These options or solutions may be related to:
- a. The outputs, functional, performance and technical aspects of the requirement; or
 - b. Opportunities for more advantageous commercial arrangements.
73. Any such options or solutions will be considered by the GGB on a “commercial in confidence” basis if so requested by the Bidder.
74. Where a Bidder submits an offer which meets the requirements of this RFP in an alternative and practical manner, the Tender must also include any supplementary material (including such pricing and costing details as may be necessary to enable the GGB to fully assess the financial impact of the alternative proposal), which demonstrates in detail that such an alternative will fully achieve and/or exceed all the specified requirements, together with references as to why the additional features may be advantageous.
75. The GGB reserves the right to consider such offers on their merits or not to consider them at all.

CONTRACT DISCLOSURE REQUIREMENTS

DISCLOSURE OF INFORMATION

76. The Conditions of Tendering include a provision for the disclosure of contract information (refer to this RFP Part A dealing with “Use of Tenders”).

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77. If a Bidder wishes to withhold the disclosure of specific contract information, the Bidder must clearly outline how the release of this information will expose trade secrets, business strategy or unique methodologies that may expose the business unreasonably to disadvantage.

TRADE SECRETS

80. In considering whether specific information should be categorised as a trade secret, Bidders' should assess:
- a. The extent to which it is known outside of the Bidders business;
 - b. the extent to which it is known by the persons engaged in the Bidders business;
 - c. any measures taken to guard its secrecy;
 - d. its value to the Bidders business and to any competitors;
 - e. the amount of money and effort invested in developing the information; and
 - f. the ease or difficulty with which others may acquire or develop this information.

UNREASONABLE DISADVANTAGE

81. In determining whether disclosure of specific information will expose a Bidders business unreasonably to disadvantage, the following should be considered:
- a. Whether the information is generally available to competitors; and
 - b. Whether it could be disclosed without causing substantial harm to the competitive position of the business.

GGB will consider these applications in the Tender evaluation and negotiations (if any) with Bidders.

PRICE EVALUATION

82. Price points will be calculated on the total price as per Terms of Reference. The 80/20 Price and Preference model shall be applicable.

B-BBEE EVALUATION

83. 20 points are allocated.

B-BBEE rating certificates are applicable and points allocated in terms of the BBEE Codes of Good Practice guideline as indicated in the following table.

Bidders must submit valid BBEE Certificates

| CONTRIBUTOR LEVEL | B-BBEE RECOGNITION LEVEL |
|-------------------|--------------------------|
| 1 | 20 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| Non-Compliant | 0 |

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

84. The preference points claimed by each bidder for attaining the B-BBEE status Level of Contributor will be allocated to each qualifying bid when determining the total bid score under the preference points system. The points scored by a bidder in respect of the level of B-BBEE contribution, calculated as described.

CLARIFICATION OF TENDERS

85. The GGB may seek clarification from and enter into discussions with any or all of the Bidders in relation to their Tender. The GGB may use such information in interpreting the Tender and evaluating the cost and risk in accepting the Tender. Failure to supply clarification to the satisfaction of the GGB may render the Tender liable to disqualification.
86. The GGB is under no obligation to seek clarification of anything in a Tender and reserves the right to disregard any clarification that the GGB considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this RFP.

DISCUSSION WITH BIDDERS

87. The GGB may elect to engage in detailed discussions with any one or more bidders, with a view to maximising the benefits of this RFP as measured against the evaluation criteria and in fully understanding a Bidders offer.
88. In its absolute discretion, the GGB may invite some or all Bidders to give a presentation to the GGB in relation to their submissions, that may include a demonstration of software, programs or unique methodologies proposed, if applicable.

Team Leader

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89. The GGB is under no obligation to undertake discussions with, or to invite any presentations from Bidders.
90. In addition to presentations and discussions, the GGB may request some or all Bidders to:
- a. Conduct a site visit, if applicable;
 - b. provide references or additional information; and/or
 - c. make themselves available for panel interviews.

SUCCESSFUL TENDERS

NO LEGALLY BINDING CONTRACT

91. Selection as a successful Bidder does not give rise to a contract (express or implied) between the successful Bidder and the GGB for the supply of the Services. No legal relationship will exist between the GGB and a successful Bidder for the supply of the Services until such time as a binding contract is executed by them.

PRE-CONTRACTUAL NEGOTIATIONS

92. The GGB may, in its absolute discretion, decide not to enter into pre-contractual negotiations with a successful Bidder.
93. A Bidder is bound by its Tender and all other documents forming part of the Bidders Response and, if selected as a successful Bidder, must enter into a contract on the basis of the Tender without negotiation.

NO OBLIGATION TO ENTER INTO CONTRACT

94. The GGB is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the GGB, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the GGB will be free to proceed via any alternative process.
95. The GGB may conduct a debriefing session for all Bidders (successful and unsuccessful). Attendance at such debriefing session is optional.

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ADDITIONAL RULES

96. It is a condition of the tendering process that Bidders will be required to complete all the forms annexed to this RFP Part C.
97. A Bidder who does not submit all the information as required by the GGB will be disqualified from the Tendering Process.

BIDDER WARRANTIES

98. By submitting a Tender, a Bidder warrants that:
- a. In lodging its Tender it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the GGB, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;
 - b. it did not use the improper assistance of GGB employees or information unlawfully obtained from the GGB in compiling its Tender;
 - c. it is responsible for all costs and expenses related to the preparation and lodgement of its Tender, any subsequent negotiation, and any future process connected with or relating to the Tendering Process;
 - d. it otherwise accepts and will comply with the rules set out in this RFP; and
 - e. it will provide additional information in a timely manner as requested by the GGB to clarify any matters contained in the Tender.

EMPLOYER'S RIGHT TO RECOVER COSTS

99. The Employer reserves the right to recover, by way of a deduction from any amount due to the Consortium, any additional cost which the Employer incurs arising out of non-performance/negligence of the Consortium, subject to the limitations of liability as specified in other sections.

APPLICABLE NATIONAL AND INTERNATIONAL STANDARDS

- i. The Service Provider shall take cognizance of, and adhere to, all applicable national and international standards, regulations and best practise in the execution of his own work and when compiling specifications for construction works. International standards should only be used where no national standards, regulations and best practise exist, or where it is the norm to use or refer to such international standards, regulations and best practice.

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GGB'S RIGHTS

- ii. Notwithstanding anything else in this RFP, and without limiting its rights at law or otherwise, the GGB reserves the right, in its absolute discretion at any time, to:
- a. Cease to proceed with, or suspend the Tendering Process prior to the execution of a formal written contract;
 - b. alter the structure and/or the timing of this RFP or the Tendering Process;
 - c. vary or extend any time or date specified in this RFP for all or any Bidder or other persons;
 - d. terminate the participation of any Bidder or any other person in the Tendering Processes;
 - e. require additional information or clarification from any Bidder or any other persons or
 - f. provide additional information or clarification;
 - g. call for new Tenders;
 - h. reject any Tender received after the Closing Time;
 - i. reject any Tender that does not comply with the requirements of this RFP; or
 - j. Consider and accept or reject any alternative tender.

GOVERNING LAWS

- iii. This RFP and the Tendering Process is governed by the laws / legislation applicable to public sector SCM in the Republic of South Africa.
- iv. Each Bidder must comply with all relevant laws in preparing and lodging its Tender and in taking part in the Tendering Process.
- v. All tenders must be completed using the English language and all costing must be in South African Rand.

INCONSISTENCY

- vi. If there is any inconsistency between any parts of this RFP, a descending order of precedence must be accorded to:
- a. the conditions of tendering in Part A and Part B of this RFP, and any annexure or attachments;
 - b. the Bidders response in Part C of this RFP;
 - c. any other part of this RFP, so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.

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STANDARD CONDITIONS OF BID

The Standard Conditions of Bid for Procurement makes several references to the bid data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

| Clause number | Data |
|--|---|
| F.1.1 Actions | The Employer is: GAUTENG GAMBLING BOARD |
| F.1.4 Communication and Employer's Agent | The Employer's agent is: Name: Phindile Makhanya Address: 125 Corlett Drive Waverley office Park, Bramley JOHANESBURG, 2018 Tel: (011) 581 4800 E-mail: phindilem@ ggb.org.za / tenders@ggb.org.za |
| F.2.1 Eligibility | Only those Tenderers who are registered with the CIDB with a minimum contractor grading designation of 4GB as at the closing date of tender are eligible to submit their proposals. Joint ventures are eligible to submit tenders provided that: 1. Where the joint venture consists of two members wherein the registration of at least one member is in compliance with the nature and value of the project; 2. Joint ventures consisting out of three or more members will not be considered. The Contractor is required to recruit all of his unskilled labour and as much skilled labour as is practical possible from the local community (target area). The Contractor is permitted to bring his skilled permanent employees, such as machine operators, surveyors, time-keepers, store-keepers and other skilled employees to the site. The target area for employment of local labour shall be the geographic area which falls within the boundaries of the Local Municipal area. The Contractor shall prepare and attach to his claims for payment, in a form approved by the Employer, a schedule which lists the names, identity numbers, nationality, gender, trade/occupation, and period of employment, employment number and the like, of the individuals classed as targeted labour. Non-compliance with these requirements during the construction period, in any way whatsoever, will be adequate reason for suspending the works. No extension of time will be considered for delays due to non-compliance with the abovementioned requirements. |
| F.2.7 Clarification Meeting | The arrangements for a compulsory clarification meeting are: Location: Gauteng Gambling Board Offices (GGB) Date: 13 December 2018 Starting time: 10h30 |
| F.2.13.3 Submitting a Tender Offer | The whole original bid document may be downloaded on the GGB Website, www.ggb.org.za Bids may only be submitted on the Bid documentation issued by GGB. |

Team Leader

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| Clause number | Data |
|--|---|
| F.2.13.5 Submitting a Tender Offer | The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are: Location of bid box: Physical address: 125 Corlett Drive Waverley Office Park, Bramley JOHANNESBURG, 2018 Contract Number: GGB/RFP/001/2018. Description: TURNKEY PROJECT : REFURBISHMENT OF GAUTENG GAMBLING BOARD OFFICES |
| F.2.15 Closing Time | The closing time for submission of bid offers is: Time: 11:00 on 31 January 2019 Format: Telephonic, telegraphic, telex, facsimile or e-mailed bid offers will not be accepted. |
| F.2.16 Tender Offer Validity | The bid offer validity period is 90 days |
| F.3.4 Opening of Bid Submissions | The time and location for opening of the bid offers are: Time: Immediately after the closing time for submission of bids. Location: Gauteng Gambling Board Ground Floor 125 Corlett Drive Waverley office Park, Bramley JOHANNESBURG, 2018 |
| F.3.5 Two-Envelope System | A two-envelope procedure will be followed, wherein functionality shall be evaluated and only bidder which meet the minimum threshold shall be evaluated on price and preference. |
| F.3.9 3.9.1 Arithmetical Errors | Replace the contents of the clause with the following: "Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) Where there is a discrepancy between the amounts in figures and in words, the amount in figures shall govern. b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, <u>the rate shall govern and the line item total shall be corrected.</u> c) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the Tenderers addition of prices, the total of the prices shall be adjusted to reflect the arithmetically correct summation of corrected line item totals. Consider the rejection of a tender offer if the Tenderer does not accept the correction of the arithmetical errors in the manner described above." |
| F.3.14.1 Successful Tenderers | Successful Tenderers will be notified Telephonically and in writing, subject to a signing of a service level agreement with the Employer. |
| F.13.14.2 Unsuccessful Tenderers | If Bidders did not hear from GGB within sixty (60) working days upon closing date of the Tender, they should consider their Tender unsuccessful. |
| F.3.18 Provide Copies of the Contracts | The number of paper copies of the signed contract to be provided by the Employer is one . |
| Additional Conditions Applicable to this Bid | The additional conditions of bid are: |

Team Leader

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| Clause number | Data |
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| | <ol style="list-style-type: none"> 1. The Employer may also request that the bidder provide written evidence that his financial, labour and other resources are adequate for carrying out the contract. 2. The Employer reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any bidder. The bidder shall provide all reasonable assistance in such investigations. 3. The bidder shall be required to complete the Form of Offer and Acceptance (Part D) and Bills of Quantity for all the region or regions for which they intend to bid for. 4. The bid document shall be submitted as a whole and shall not be taken apart. 5. List of returnable documents (PART C) must be completed in full. (A bidder's company profile will not be used by the GGB to complete PART C on behalf of the bidder) NB: If PART C is not completed in full by the bidder, his offer will be rejected. |

UNDERTAKING BY BIDDER IN RESPECT OF THIS BID

1. I/We hereby bid;

- 1.1 to supply all or any of the supplies and/or to render all or any of the goods described in the attached documents to GGB;
- 1.2 on the terms and conditions and in accordance with the specifications stipulated in the bid Documents (and which shall be taken as part of incorporated into, this bid);
- 1.3 at the price and on the terms regarding time for delivery and/or execution inserted therein.

2. I/We agree further that;

- 2.1 the offer herein shall remain binding upon me/us and open for acceptance by GGB during the Validity indicated and calculated from the closing time of the bid;
- 2.2 the bid and its acceptance shall be subject to the terms and additions contained in the Schedules hereto with which I am/we are fully acquainted;

3. Notwithstanding anything to the contrary;

- 3.1 if/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, GGB may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and GGB.
- 3.2 in such event, I/we shall then pay GGB any additional expense incurred by GGB for having either to accept any less favourable bid or , if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid;

Team Leader

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- 3.3 GGB shall also have the right in these circumstances, to recover such additional expenditure by set-off against monies which may be due or become due to me/us under this or any other bid; or contract or against any guarantee or deposit that may have furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract;
4. **Pending the assessment of the amount of such additional expenditure GGB may return such monies, guarantee or deposit as security for any loss GGB may sustain, as determined hereunder, by reason of my/our default;**
- 4.1 any legal proceedings arising from this bid may in all respects be launched or instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be obtained against me/us as a result of such legal proceedings and I/we undertake to pay GGB legal costs on an attorney and own Employer basis;
- 4.2 if my/our bid is accepted that acceptance may be communicated to me/us by letter of facsimile and that proof of delivery of such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;
- 4.3 the law of the Republic of South Africa shall govern the contract created by the acceptance of this bid;
5. **I/we have satisfied myself/ourselves as to the correctness and validity of this bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) over all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations shall be at my/our risk.**
6. **I/we accept full responsibility for the proper execution and fulfilment of all obligation and conditions defaulting on me/us under agreement(s) the principal(s) liable for the due fulfilment of this contract.**
7. **Notwithstanding full responsibility for the proper execution and fulfilment of all obligations and conditions defaulting on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.**
8. **Notwithstanding the amount of cause of action involved I hereby consent to the jurisdiction of the magistrate court for the district of Johannesburg in respect of any action whatever arising from this contract.**
9. **I/we declare that I/we participation/no participation in the submission of any other offer for the supplies/services described in the attached documents.**

Bidder's Information:

Name of firm (company)

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Postal Address

Physical address

Contact Person

Telephone

Fax Number

Types of Business

Principal businesses

Activities

12. The bidder hereby offer to render all or any of the services described in conditions and in accordance with the specifications stipulated in these tender documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).
13. Bids submitted by companies must be signed by a person duly authorised thereto by a Resolution of a Board of Directors, a copy of **such** Resolution, duly certified be submitted with the bid.
14. The bidder hereby agrees that the offer herein shall remain binding upon him/her and receptive for acceptance by GGB during the validity period indicated and calculated from the closing hour and date of the tender; this proposal and its acceptance shall be subject to the terms and conditions contained in this tender document.
15. The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her tender response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender response documents and that the price(s) rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.
16. The bidder hereby accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this agreement as the principal(s) liable for the due fulfilment of this contract.

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RFP – PART B

TERMS OF REFERENCE

1. INTRODUCTION

The Gauteng Gambling Board (GGB, here-in referred to as the Employer) intends appointing a Turnkey Project Team (consisting of the Consultant/Lead Partner and a Contractor) to project manage the Upgrading of the offices for the use of the Gambling Board. The offices are located at 125 Corlett Drive, in a five floor building, contained with a floor space of $\pm 1000 \text{ m}^2$ per floor.

The site coordinates are; $S26.127980^\circ$
 $E28.072901^\circ$

The Lead Partner (Consulting Firm /or Consultant) shall carry out full architectural activities, engineering activities, assessments, designs, plans and investigations required, collect all information relevant to the project, identify limitations, investigate options for the upgrading and space planning for the development, and identify mechanical, electrical and interface requirements and produce concept designs, detailed designs and compile required reports.

The Lead Partner is required to provide all aspects of the service with diligence and skill in accordance with generally accepted professional techniques and standards.

The appointment of a successful service provider is subject to the conclusion of a service level agreement between the GGB and the service provider.

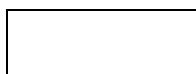
2. BACKGROUND

The Gambling Board is a sectional title owner of the left wing of the offices within the office block, the building has limited space for expansion structurally and is not functional to the use of the Gambling Board Management and can no longer adhere to the space requirement of the intended expansion of their resources. Therefore the Gambling Board management has decided to look at the upgrade of the building's functional space to accommodate the additional staffing requirement for the use of the services offered by the Gambling Board.

The current office space is not enough to neither accommodate the current employees nor has given room for expansion, therefore the GGB management decided to upgrade the building's interior spacing and create enough space for office use of at least 154 staff members. Bidders shall thus be required to develop proposals that assist the GGB to accommodate and cater for 154 staff members. The scope of the project shall thus include design, construction, fit-out and required alterations on all floors.



Team Leader



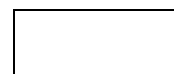
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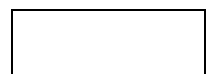
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These Terms of Reference (TOR) outlines broadly the scope of work expected from the service provider(s) to be appointed by Gauteng Gambling Board (GGB). The TOR forms part of the Request for Proposals (RFP) issued by Gauteng Gambling Board (GGB).

3. **GOAL AND OBJECTIVES OF THE SERVICE PROVIDER APPOINTMENT**

The main goal and objective of appointing a turnkey project team (consortium) is for design and build purposes i.e. to obtain a combined team of service providers to undertake program management, project development with implementation plans, produce detailed architectural and interior designs for approval by the GGB management and the office management agents, engineering designs (Electrical and Mechanical), compile the detailed construction and final as-built drawings, and implement & administer the contract. The turnkey team's emphasis must be given to the functional relationship between space and the maximum and efficient utilisation of the spaces, passages and corridors.

The turnkey project team referred to in this assignment must include architectural, engineering (mechanical, electrical), quantity surveying, and information technology and project implementation management.

4. **THE BRIEF**

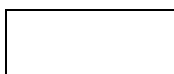
The purpose of this tender is to procure the turnkey project team in the build environment for architectural, engineering and related services for design and build purposes, of the upgrading of the current offices. The preferred Project Team will be obliged to conclude an agreement with the Gauteng Gambling Board (GGB) on the terms and conditions as per the contract.

GGB reserves the right to amend the agreement prior to finalisation of the agreement with the part and shall not be liable to any bidder or any other person for damages of whatsoever nature which may have been suffered as a result of such amendment. Interested Project Teams are hereby invited to submit bids in accordance with the conditions of the RFP contained in this document.

The Project Team Leader shall carry out full architectural/Interior architectural and engineering activities, assessments, designs, plans and investigations required, collect all data relevant to the project, identify limitations, investigate options for the upgrading development and identify mechanical, electrical works interface requirements, produce concept designs, detailed design and compile required reports.

Strategic interfacing with affected employees and any of the Employer's Agent, and stakeholders are necessary during project implementation to ensure agreement on design, equipment, specifications, risk acceptance, etc, and to identify any specific requirements that must be incorporated in the design or project implementation documents.

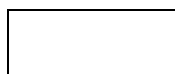
The lead Partner must commit to a cost minimisation and an energy efficient approach at all times. In this regard, designs should target reductions in layout, material, facilities equipment, energy and operational requirements. Once the Team leader has formulated certain ideas for the design



Team Leader



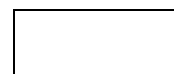
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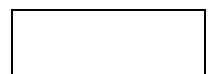
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of the project, a technical workshop will be held with the Employer's role players to establish the agreement on main issues.

Ad-hoc technical meetings and reviews should take place whenever necessary with the appropriate personnel to ensure that relevant information is distributed and that technical agreements and design decisions are timeously addressed.

The Lead Partner must have adequate resource capacity to investigate, design and manage the entire project.

The successful bidder shall be required to provide a detailed implementation plan that takes into consideration a "live site" during construction for Occupational Health and Safety purposes.

Additional services to be provided include the provision of program and project management services, level 4 construction monitoring service, architectural, interior architectural services, undertaking the duties of the Employer in terms of the Occupation Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003.

The broad scope of services required shall be in accordance with the relevant sections of Board Notice 243 of 2013: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as amended or amplified by the specific requirements below. If there is any conflict between the Specific Requirements and the Guideline Scope of Services document referred to above, the Specific Requirements shall take precedence.

5 SCOPE OF WORK

5.1 Scope of the design and construction supervision works

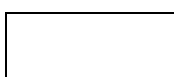
The scope of work summarized below is to be read together with the provided Project Brief and any Design Guidelines provided.

It is the responsibility of the Project Team to familiarize themselves with the applicable norms and standards for infrastructure development within existing office facilities, consideration should be made towards the fact that the development may be within a fully functional office space and re-allocation and relocation plans must be put in place. Attention to detail has to be made of the fitness for purpose, ease of access, effectiveness, efficiency and convenience, in the spatial design considerations for the facilities.

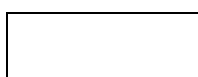
The following information will be provided to the successful Turnkey Project Team upon appointment;

- a) As-built drawings for the current office spaces;
- b) Detailed bulk infrastructure (water, sewer, storm water, electricity & IT infrastructure) designs and drawings.

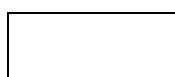
The scope of work and areas to be covered in the design will include all office floors,



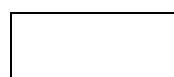
Team Leader



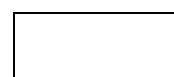
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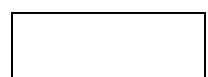
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construction and enablement

Lower Ground, Ground, First and Second Floor

- Architectural redesign and layouts for the buildings.
- Interior redesign including colour schemes and lighting.
- Compile architectural guidelines to comply within the precinct standards of the office park.
- Mechanical systems – heating and cooling units, fire sprinklers, etc. for the buildings.
- Electrical systems – main distribution panel, wiring, light fixtures, power outlets, standby generators, emergency lighting, monitors, electro-mechanical equipment, alternative energy options, etc.
- Electronic communication lines – phone, fax, email servers, etc.
- All Information Technology (IT) infrastructure such as: fixed networks, physical Infrastructure (Cables, Facilities, Power, Cooling).
- Provision for installation of ICT Infrastructure, including Audio Visual, CCTV, biometrics and access control
- Minimum Technical Specifications for construction
- Bills of Quantities for construction
- Advise on best suited project implementation management strategy.

5.2 Description of services required

The Lead partner is required to provide the following services:

a. Planning, Studies, Investigations and Assessments

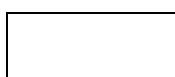
The provision of all services described in Clause 3.1 of Board Notice 138 of 2015: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as amended or amplified upon in the project brief below:

- i. Engage with GGB principals to establish and confirm the applicable norms and standards, and the required level of service and functions of every open space and offices.
- ii. Collect and collate previous office space proposals.
- iii. Assess the current status quo of the building.
- iv. Re-design as per employer's requirements.
- v. Produce relevant documentation for implementation phase.

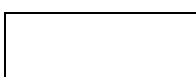
b. Normal and Standard Services

The provision of normal services described in Clauses 3.2.1 to 3.2.6 (inclusive of Board Notice 138 of 2015: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015, as amended or amplified upon in the Scope of Work;

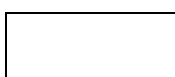
and



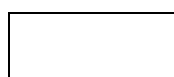
Team Leader



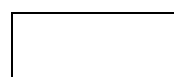
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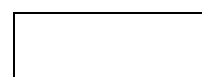
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Standard Services required as described in Clause 1.1 of the Board Notice 122 of 2015: Framework for Professional Fees Guideline in respect of services rendered by Persons Registered in terms of the Architectural Profession Act, No 44 of 2000 as gazetted in Government Gazette No 38863, 12 June 2015, as amended or amplified upon in the Scope of Work.

c. Additional Services

The provision of the additional services as described in Clause 3.3 of Board Notice 138 of 2015: Guideline for defining the Scope of Services and for determining the Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), Board Notice 138 of 2015, as amended or amplified upon in the Scope of Work;

and

Standard Services required as described in Clause 1.2.1 of the Board Notice 122 of 2015: Framework for Professional Fees Guideline in respect of services rendered by Persons Registered in terms of the Architectural Profession Act, No 44 of 2000 as gazetted in Government Gazette No 38863, 12 June 2015, as amended or amplified upon in the Scope of Work.

5.3 Specific requirements

a. Planning, Studies, Investigations and Assessments

The Team Leader shall inspect the office site to familiarise himself/herself with the nature of the site and the conditions under which work (both the provision of professional services and construction work) will be executed.

The Lead Partner shall prepare and submit a detailed report presenting the information gathered (including any photographs as may be necessary), the priorities for improvements, cost estimates, and an implementation programme covering the budget cycle. Any estimates produced must exclude value added tax (VAT). Inspection reports produced in terms of previous investigations and works undertaken where available will be made available to the Team Leader for comparative purposes.

b. Normal Services

Stage 1 – Inception

The inception stage of this particular project will involve determining, with the input of the Employer, the scope of the construction contract required to meet the level of services needed and to be within the budgetary constraints of this project. Any further investigations and/or for testing should be identified at this stage.

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Stage 2 – Concept and Viability (Preliminary Design)

The Lead Partner shall collect all data relevant to the required improvements, identify and investigate options for effective performance and produce concept designs in keeping with this Scope of Work and the required level of services, standard and norms. A design report on the information collected, the preliminary design, cost estimates and an implementation programme must be presented for GGB's approval.

Stage 3 – Design Development (Detail Design)

The Lead Partner shall undertake detailed design of the new precinct and associated requirements, plan the construction of the project, produce drawings, specifications and resolve issues for clarity and recommend project execution.

The contract documents shall be prepared in the Construction Industry Development Board's (CIDB) format. The Civil General Conditions of Contract shall be the General Conditions of Contract for Construction Works, 2nd Edition 2010, published by the South African Institution of Civil Engineering (or NEC equivalent). The Mechanical/Electrical document shall be prepared in the Construction Industry Development Board's (CIDB) format. The Mechanical/Electrical General Conditions of Contract shall be the FIDIC Conditions of Contract for Plant and Design-Build for Electrical and Mechanical Plant, and for Building and Engineering Works, designed by the Contractor, 1st Edition 1999. (JBCC or NEC equivalent). Note: the Employer shall make the final decision on the choice of appropriate contract on recommendation from the Team Leader.

The Lead Partner shall liaise with the Employer during the preparation of documents to determine any other specific requirements that the Employer may have in this regard. A set of draft plans and draft contractual documents shall be submitted to the Employer for comment and approval prior to finalisation. All drafts must be thoroughly checked by the Team Leader prior to submission. The contractual documents shall be submitted to the Employer for checking and approval at least one week prior to the deadline of the activity. The Team Leader shall supply the Employer with an electronic copy (on CD) of the contractual documents once approved. The Team Leaders shall prepare detailed estimates of construction costs and submit such to the Employer.

The Lead Partner shall be responsible for providing the Employer with the required number of (hard) copies of plans and contractual document.

The Lead Partner shall be responsible for all initial service enquiries, way leave applications and obtaining all conditions from the relevant Service Authorities that are necessary to carry out all work in terms of this project. All applications in this respect must be carried out timeously so that all wayleave conditions can be incorporated into the detail design.

On approval of the detail design drawings, three sets of paper prints must be submitted to the Employer for signature. Two sets will be kept by the Employer and the other returned to the Lead Partner. All other prints issued henceforth shall carry the word "Initial version signed on (date)" at the signature location in the title block.

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Stage 4 – Documentation and Procurement

The key Project Personnel shall be invited to a meeting prior to the finalisation of the contract documentation. All resolutions of the meeting shall be incorporated into the final contract documents.

Detail design drawings, shall be finalized, incorporating any comments of the Employer. Once finalised, two sets of paper prints must be submitted to the Employer for signature. One set will be kept by the Employer and the other returned to the Lead Partner. All other prints issued henceforth shall carry the words “Initial version signed on (*date*)” at the signature location in the title block.

The Lead Partner shall prepare any further plans, designs and drawings (over and above the construction drawings), which may be necessary for the execution of the works.

The Lead Partner shall be responsible for providing the Employer with the required number of copies of plans and contractual documents for work execution purposes (both hard copy and on compact disc).

The Lead Partner shall, during the tender period bring to the attention of the Employer all queries and clarifications sort during this period.

Stage 5 – Contract Administration and Inspection

There are no specific requirements over and above those listed in the Guideline Scope of Service specified above.

Stage 6 – Close-out

The Lead Partner shall submit As-built plans to the Employer in electronic format preferably, dwg, otherwise dxf) as well as two complete set of paper prints.

5.4. Additional Services

- i. Additional services pertaining to all stages of the project
- ii. The provision of construction monitoring services
- iii. Act as Employer’s Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.
- iv. Provision of Engineering Management Services by the Team Leader
- v. Acting as the Principal Agent of the Employer.
- vi. Work and or services related to targeted procurement that could entail: incorporation of targeted procurement goals, measuring key participation indicators, etc.

Construction monitoring is considered to be a vitally important part of this project, requiring the full time input of an experienced individual (the Lead Partner’s Representative) on site. For this reason it is specified that a level 4 construction monitoring service (as per the Guideline Scope of Services document referred to above), must be provided by the Leader Partner. The Lead Partner’s rate for construction monitoring shall include all overtime costs in this regard. The Lead Partner is required to identify the Lead Partner’s at the time of tender, and will require the Employers approval to

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replace such individual, which shall not be given unless it can be shown that the replacement has the same, or better, level of qualification and experience.

The Lead Partner will also be required to act as the Employer's agent in terms of the Occupational Health and Safety Act. Therefore, in submitting a tender for the turnkey project team, the Lead Partner shall be deemed to have acknowledged acceptance of the appointment as the Employer's agent in terms of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2003, should the Employer accept the tender. The Lead Partner shall, as such, execute all of the duties of the Employer as contemplated in the Construction Regulations. As safety and security is a vital component of the project, the Lead Partner shall employ the services of a full time safety specialist for construction monitoring purposes in order to execute the abovementioned duties, the cost thereof must be included in the fee tendered for this aspect of the project.

The Lead Partner's attention is also drawn to the responsibilities of a structure in terms of the Construction Regulations, and shall comply with all requirements in this regard.

The Lead Partner shall, apart from conducting his own activities in compliance with the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Construction Regulations, 2003, ensure that any Sub-Service Providers/sub-contractors employed by the project also comply with the requirements of the Act and Regulations. The Lead Partner shall enter into an agreement with the Employer in this regard before the commencement.

5.5 The following norms and standards will apply

| SPACE PLANNING AND FURNITURE NORMS REQUIRED | |
|--|---|
| SPACE | FURNITURE NORMS (Typical) |
| Reception, waiting area, informal meeting area | Reception desk, Operator Chair, Visitors occasional chairs, side table, coffee table, self service kiosks |
| Meeting room with video Conferencing | Meeting room set up with teleconferencing capability, refreshments Server |
| Meeting room | Meeting room set up, refreshments server, LCD Screen |
| Meeting room | Meeting room set up, refreshments server, LCD Screen |
| Formal Lounge/ Holding area | Couches, coffee and side tables |
| Informal waiting area at the reception | |
| Print Station | Bin |
| Cellular offices | Workstation, operator chair, visitor's chairs, Filing cupboard, bin |
| Double volume Office | Workstations, operator chairs, visitor's chairs, Filing cupboards, bins |
| Executive Office | Executive Desk, Credenza, meeting room table with chairs |
| Self-service Workstations | Workstation, Operator chair, Visitor's chairs, credenza, bin (hot desking) |
| Kitchen/ pause area | Shop fitting/ cabinetry, appliances / tables & chairs |
| Store room | Shelving and lockable storage plus fireproof |
| GGB EXISTING FLOOR LAYOUT PLANS – ANNEXURE-A : FLOOR LAYOUT PLANS | |

Team Leader

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5.6 Furniture and space planning guidelines.

Herewith is a brief description of the furniture/equipment/installations expected to be provided by the bidder. The onus remains with bidder to familiarise themselves with the existing furniture /or equipment /or installations etc. The furniture must cater for flexible working environment taking into account the existing furniture. Based on the costs and viability, the GGB shall use its discretion in the procurement of furniture. The information provided below is for tender purposes only. *Locally manufactured furniture is preferable.*

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FURNITURE SUPPLY AND DELIVERY

| ITEM | FURNITURE DESCRIPTION |
|--|--|
| All items to be based on the sizes of the new approved floor plan. All items to conform to the following standards: <ul style="list-style-type: none"> <input type="checkbox"/> High-end corporate aesthetic <input type="checkbox"/> Uncluttered, paired-down <input type="checkbox"/> Neutral colour scheme <input type="checkbox"/> High quality materials and finishes | |
| RECEPTION | |
| Reception desk: | That will enhance the customer experience while not undermining the privacy and security considerations. Desk to accommodate a diverse range of work functions and all necessary accessories (Lockable draws and cupboard, storage shelves etc.) |
| High Back chair: | For the reception desk: ergonomically designed, height adjustable chair and armrests |
| Helpdesk: | That will accommodate two desk top work stations . |
| Bar stool: | Advise on type of bar stool for the helpdesk |
| Coffee table: | Advise on design that will complement the waiting/reception area |
| Coffee Station: | Supply of Ergonomic design Coffee machine (25 – 30 servings per day) |
| Side table | Advise on design that will complement the waiting/reception area |
| Lounge pocket | Advise on layout and design (Couches, chairs and sofas) that will complement the waiting area/reception area |
| Rug: | Advise of on the design and type that will complement the waiting area/reception area |
| Wall Cladding | Cladding for wall behind the reception desk |
| Brochure stand | To complement the waiting area |
| Server stand | Lockable 2 door server to match reception area and to compliment the centre and overall look and feel. |
| MAIN MEETING ROOM | |
| Meeting room table: | Advise on the design and layout. Complete with hidden LAN points and power points, adaptersand USB points which accommodates AV equipment and any other necessary points required etc |
| High Back chairs: | Advise on design and type: To complement and fit the meeting room Table. Ergonomically designed, height adjustable chair and armrests |
| Refreshment server | Advise on design: Lockable server, same finish as the meeting room table |
| White board | Main meeting room to include smart white board |
| Waste Bins | A waste bin in the main meeting room |

Team Leader

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| MEETING ROOMS | |
|---|---|
| Meeting rooms | Meeting rooms to be furnished similar to the auditorium and must be flexible with folding partitions between the adjacent meeting rooms that may open from time to time to accommodate conferencing. The meeting room table and meeting room: 1 table should join seamlessly if needed. |
| Meeting room tables: | Advise on design and layout: Complete with hidden LAN points and power points, accommodate AV equipment and any other necessary points required etc. |
| Meeting room chairs: | To complement the meeting room tables. Ergonomically designed, height adjustable chair and armrests. |
| Refreshment server | Lockable server, same finish as the meeting room table. |
| Waste bins | Each meeting room to have a waste bin. |
| White board | Each meeting room to include a white board which could also do printouts. |
| Flip chart | Each meeting room to include a moveable flip chart. |
| OFFICES | |
| Work stations | To complement the space and size of each office. Fresh design, visually appealing durable and ergonomic. Desks to accommodate wiring with hole on the side of the workstation. |
| High back chair | To complement each workstation, ergonomically designed, height adjustable chair and armrests. |
| Office cupboard | Two door office cupboard to have the same finish as the workstations. |
| Mobile pedestal | Drawers (top drawer to accommodate pens and pencils) to be in the same finish as the workstations. |
| Visitors chair | Visitors chairs for each workstation. |
| Waste Bin | Each office to have a waste bin. |
| OPEN PLAN | |
| Open plan seating | Space to accommodate desks with desk partitions: |
| Work stations | Advice on design and layout: To complement the space and size of each office. Fresh design, visually appealing durable and ergonomic. Desks to accommodate wiring with hole on the side of each workstation. |
| High back chair | Chairs to complement each workstation, ergonomically designed, height adjustable chair and armrest. |
| Office cupboard | Two door stationary cupboards with the same finish as the workstations. |
| Mobile pedestal per work station | 3 drawers (top draw to accommodate pens and pencils) to be in the same finish as the work stations. |
| Visitors chair | As bidder see's it fit for the space. |
| Waste Bin | For each station. |
| Coffee table | Advise on design that will complement the lounge area and space. |
| Side table | Advise on design that will complement the lounge area and space. |
| Lounge pocket | Advise on layout and design (couches, chairs and sofas) that will complement the waiting area/reception area. |
| Rug: | Advise on design and style of rug: Rug to complement the lounge area |

Team Leader

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| CONFERENCE ROOM | |
|---|--|
| Fixed auditorium Chairs with adjustable writing pad | Auditorium Seats, fixed to the floor in auditorium style format. Design and colour to be proposed to complement the centre. |
| Waste Bins | Waste bin to be included |
| Flip chart | Each meeting room to include a flip chart |
| GYM | |
| Gym | Space to be increased per advise of the service provider |
| STORE ROOM | |
| Shelves | L-shaped shelves on one of the walls for packing space (neat finish) fire proofing |
| Waste Bins | Waste bin to be included |
| Art & wall hangings and decorative finishes (for all areas including reception) | |
| Framed Photography/Art | Available in the existing office (Varying in size) |
| Please note that the specifications stated above are not exhaustive, should you feel that after inspecting the site more items will be required for example additional meeting room lights or other decorative features and items please do feel free to include them to ensure a workable solution. Bidders are instructed to give preference to local suppliers. | |

Note:

- THE ABOVE INFORMATION IS FOR TENDER PURPOSES ONLY.

Team Leader

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Witness 1

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5.7. ICT Guidelines

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| SERVER RACK | All the networking equipment should terminate on the existing Server Rack. It is envisaged that the Server room will remain where it is as there is a fibre connection terminating in the Server room. |
| GUARANTEE | The Data Cabling Shall be a certified ADC Krone Installation carrying a 25 year warrantee. |
| INSTALLATION | Access Points Provision should be made for fixed and wireless access points as required to support LAN |
| DESIGN AND CONFIGURATION DOCUMENTATION FOR LOCAL AREA NETWORK | The service provider must produce an architectural design that detail the network design, cabinet layout and network points |
| GENERAL | <p>1. It is to be noted that there are certain services or tenants, namely VFS which cannot be interrupted and must continue during the constructin phase thus contingencies need to be considered in case of downtime.</p> <p>2. Office /or work station requirements:</p> <ul style="list-style-type: none"> - Electrical power points: 2 x points per office/work sation; 1-white. |
| PRINTING STATION | <p>The printing station are required per floor and should cater for the following:</p> <ul style="list-style-type: none"> - Network Connection - Shredder - Printing Paper Storage - Printer (Supplied by GGB) |
| BOARDROOM AUDIO AND VISUAL EQUIPMENT | <ul style="list-style-type: none"> ▪ Each boardroom should allow for video presentation – a digital screen sized as per the board size or a projector screen with a projector ▪ The screen must be interactive ▪ Boardroom tables with capability of voice recording and video recording ▪ Wireless connectivity in the boardrooms ▪ AV system should integrate with technology such as Skype for business ▪ Allow the boardroom AV systems to be able to interconnect to multiply rooms for AV presentation |

Note:

THE ABOVE INFORMATION IS FOR TENDER PURPOSES ONLY.

Bidders must attach to their submission a brochure /or pamphlet or detailed information showing the furniture /or equipment /or installations that they are proposing to supply.

ICT Guidelines – continued

Team Leader

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|-----------------------------|---|
| BIOMETRIC ACCES | <ul style="list-style-type: none"> ▪ All floors to have access control – biometric readers ▪ Restricted areas to be fitted with access control ▪ The system should allow for multiple authentication methods (finger, card and key pad) ▪ The system should be able to be integrated with the current and future integration needs of the Board (eg allow for integration to the ESS system and payroll system) |
| PATCH ROOMS | <ul style="list-style-type: none"> ▪ Each floor should have a patching room for network cabling ▪ Sufficient trunking for cabling should be provided ▪ Patch rack to allow for expansion and growth ▪ Patch rack to cater for fibre cabling |
| POWER & COOLINTG | <ul style="list-style-type: none"> ▪ Direct and backup power should be catered for (normal direct power plugs and red plugs for backup power) ▪ Each floor should allow for sufficient cooling systems ▪ The server room cooling systems ▪ Backup power supply for DB Board |
| NETWORK CABLING | <ul style="list-style-type: none"> ▪ Sufficient network points to be installed in line with the floor plan arrangement ▪ Allow for additional points for growth and backup ▪ Printing stations ▪ Wireless access points data points as per the floor plan ▪ Cabling should be cat 6 ▪ Backbone cabling to allow for 10gb speed |
| SERVER ROOM | <ul style="list-style-type: none"> ▪ Server monitoring equipment to be installed to monitor the following: <ul style="list-style-type: none"> ○ Water leaks ○ Fire ○ Room temperature ▪ Server room cooling <ul style="list-style-type: none"> ○ Instal sufficient server room cooling system ▪ Server room security <ul style="list-style-type: none"> ○ Access control separate and more secure ○ Camera to monitor movement in the server room |
| CCTV | <ul style="list-style-type: none"> ▪ Install CCTV camera to monitor movement in the building and the affected exterior spaces such as the main entrance, parking area etc. |

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5.8 Staff Space Requirements per floor.

a) Lower Ground

| DEPARTMENT / AREA | No. OF WORK STATIONS | No. OF OFFICES OPEN PLAN | No. OF STAFF MEMBERS |
|-----------------------------|---|--|----------------------|
| - IT Department | 1 x CIO | 1 x Offices | 9 Staff members |
| | 1 x Senior Manager | 1 x Office | |
| | 2 x Managers | 2 x Offices | |
| | 1 x PA | Open Plan | |
| | 4 x non-managers | Open Plan | |
| -Existing space allocation. | 7 Meeting rooms | - 10 seater meeting room x 4 - 7 seater meeting room x 1 - 20 seater meeting room x1 - Auditorium | |
| | Bathrooms Bar Area Kitchenette Pause Area Server Room Small Store room | - Instal fireproof and upgrade store room | |
| | Sick Bay | - To be ventilated | |
| | | | |

b) Ground Floor:

| DEPARTMENT / AREA | No OF WORK STATIONS | No OF OFFICES/ OPEN PLAN | No OF STAFF MEMBERS |
|---|-------------------------------|--------------------------|---------------------|
| <div>- Compliance Department</div> <div>- Gaming Department</div> | Compliance Department: | | |
| | 3 x Managers | 3 x offices | 29 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 24 x non-managers | Open Plan | |
| | Gaming Department: | | |
| | 4 x Managers | 4 x offices | 19 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 13 x non-managers | Open Plan | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

c) **First Floor**

| DEPARTMENT / AREA | No. OF OFFICES/ MEETING ROOMS | | |
|---|---|---|----------------------|
| <i>-Existing space allocation.</i> | 1 Meeting room | - 10 seater Meeting rooms x 1 | |
| | Bathrooms Gym Change rooms Kitchenette Pause Area Server Room | | |
| | Storeroom Gym Area Reception Area | - Install Fireproof - To be extended - To be reduced | |
| DEPARTMENT / AREA | No. OF WORK STATIONS | No. OF OFFICES/ OPEN PLAN | No. OF STAFF MEMBERS |
| <i>- Finance Department</i> <i>- Human Resources (HR)</i> <i>- Licencing Department</i> | <i>Finance Department:</i> | | |
| | 3 x Managers | 3 x offices | 19 Staff members |
| | 1 x Top Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 14 x non-managers | Open Plan | |
| | <i>Human Resources (HR) Department:</i> | | |
| | 3 x Managers | 3 x offices | 17 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 12 x non-managers | Open Plan | |
| | <i>Licencing Department:</i> | | |
| | 2 x Managers | 2 x offices | 15 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 11 x non-managers | Open Plan | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

d) **Second Floor**

| DEPARTMENT / AREA | No. OF WORK STATIONS | No OF OFFICES / OPEN PLAN | No. OF STAFF MEMBERS |
|---|---|---------------------------|----------------------|
| <div>- CEO<ul style="list-style-type: none">- Research- Information Security- Stakeholder Relations</div> <div>- Risk Department</div> <div>- Governance Department</div> <div>- Legal and Law Enforcement</div> <div>- COO</div> <div>- Communications (COMMS)</div> | CEO Department: | | |
| | 1 x Top Manager | 4 x offices | 6 Staff members |
| | 3 Managers | | |
| | 1 x PA | | |
| | 1 x Non-manager | | |
| | Risk Department: | | |
| | 1 x middle manager | 1 x Office | 2 Staff members |
| | 1 x non-manager | Open plan | |
| | Governance Department: | | |
| | 3 x Asst Co.Sec | 3 x offices | 9 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x middle manager | 1 x office | |
| | 4 x non-managers | Open Plan | |
| | Legal and Law Enforcement: | | |
| | 3 x middle managers | 3 x offices | 11 Staff members |
| | 1 x Snr Manager | 1 x office | |
| | 1 x PA | Open Plan | |
| | 6 x non-managers | Open Plan | |
| | COO Department | | |
| | 1 x Top Manager | 1 x office | 2 Staff members |
| | 1 x PA | Open Plan | |
| | Communication (Comms) Department | | |
| | 1 x Manager | 1 x office | 4 Staff members |
| | 3 x non- managers | Open Plan | |
| | SED Department | | |
| | 1 x Snr Manager | 1 x office | 4 Staff members |
| | 3 x non-managers | Open Plan | |
| Existing Space Allocation | Meeting room | 10 seater Meeting room x1 | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

| | | |
|--|---|-------------------------------|
| | | |
| | Bathrooms Kitchenette Library Pause Area Open Space Store Room | Store Rooms to be Fireproofed |

6. REASONABLE SKILL AND CARE

The Turnkey Project Team's attention is drawn to the fact that the offices will always be occupied. The Turnkey Project Team is therefore required to provide all aspects of the Service with diligence and skill in accordance with generally accepted professional techniques and standards as prescribed by GGB.

7. REPORTING REQUIREMENTS

Aside from the particular reports required in terms of the brief above (e.g. the Planning, Studies, Investigations and Assessments Reports; Conceptual Planning Report; Tender Evaluation Report; Contract Progress Reports and Project Close-Out Report), the Team Leader may be required to prepare, or contribute to, ad hoc reports on specific aspects of the project.

Furthermore, the Lead Partner shall submit monthly cost reports to the Employer showing expenditure in respect of the Turnkey Project Team's appointment together with the anticipated expenditure to the end of the financial year in question.

Once construction is underway, the Lead Partner shall submit monthly cost reports to the Employer showing expenditure in respect of the project as a whole, with the anticipated spend to the end of the financial year in question. Monitoring and reporting on Enterprise Development with respect to local labour employed and other required social-economic indicators must also form part of the monthly reported construction stats. Construction progress reports shall be submitted weekly to the Employer in the agreed format.

Quality assurance reports shall be submitted monthly to the Employer as work progresses. A report may be submitted at the end of each section of the works or at the end of each month as agreed with the Employer. Three copies of quality reports shall be submitted.

All reports shall be submitted within the time frames agreed to by the Employer.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

8. APPROVALS

The Lead Partner shall be responsible for obtaining the following approvals:

- Approval of the implementation program from the Employer,
- Approval of the conceptual and concept designs from the Employer,
- Approval of the detail design, drawings and contract document from the Employer,
- Approval of the construction and architectural monitoring proposals from the Employer,
- In respect of time-based services, approval of the allocation of staff from the Employer.
- Approval for the employment of specialist sub-consultants from the Employer.
- Approval of the Principal Consultant and Engineers Representative from the Employer,
- Approval of building plans from the relevant Authority.
- Approval must be sort for all necessary deviations /or variations.

Notwithstanding any approval received from the Employer, the Service Provider shall remain responsible for all work carried out by the Service Provider and its sub-consultants and sub-contractors in terms of this contract.

9. TIME FRAMES / MILESTONES

There are milestones with respect to this particular project that the Consortium shall adhere to. The estimated project duration is five months (5 months) from commencement date.

The Lead Partner shall therefore programme the work (which will include attaching milestones to the contractors work) in such a manner so as to ensure that these objectives are met.

The consortium shall adhere to their submission dates listed below, failure which the Employer may at his sole discretion apply penalties in terms of this contract.

| Description of Activity | Period to Complete Activity (weeks) |
|---------------------------------------|-------------------------------------|
| Project Inception | |
| Concept & Viability | |
| Design Development | |
| Construction period | |
| Finishing and Completion | |
| Submission of Reports & As-Built info | |

** Bidder to complete the above table.*

10. REFERENCE DATA

On appointment, the Consortium shall be provided with all reports and any related available document by GGB.

11. FORMAT OF COMMUNICATION

All requests for formal approval from the Employer, or any other body, shall be submitted in writing in hardcopy format. Interim payment claims shall be submitted in the same format, accompanied by an original tax invoice. Ad-hoc communication between the Employer and the Consortium may be conducted per facsimile or in electronic format (e-mail).

All plans and contract documents submitted for approval shall be in hardcopy format.

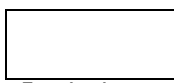
12. PROJECT MEETINGS

Other than attendance at at-least monthly site meetings once the construction works has commenced, there are no requirements for a regular management meeting in respect of this project. The Lead Partner shall however convene management meetings on an ad-hoc basis as and when necessary, and when called upon to do so by the Employer. The Service Provider shall be represented at these meetings by at-least the Project Leader and 2 other project staff of the consultant.

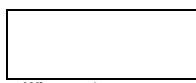
13. KEY PERSONNEL

The Lead Partner shall maintain the involvement of the following key personnel as the exigencies of this contract require:

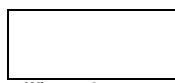
- A Project Team Leader who is a qualified and registered Professional with at least 5 (Five) years verifiable post graduate experience in the design, implementation management, coordination and project management of similar facilities and similar infrastructure in respect to size, cost of project, complexity and project management skills. The Principal Consultant will be responsible for all work carried out in terms of the tender.
- A Professional Engineer (Pr.Eng.) who is a qualified registered Engineer with a least 3 (three) years verifiable post graduate experience in the design and implementation of similar facilities and similar infrastructure in respect to size, cost of project, complexity and design capability.
- A Professional Architect (Pr.Arch) with at least 3 (three) years verifiable experience, as a registered professional in the profession stated, in the design and construction of building projects, including a minimum of two prestigious office building projects.
- A Professional Quantity Surveyor (Pr.QS or equivalent) with at least 3 (three) years verifiable experience, as a registered professional in the profession stated, in quantity surveying related to building projects, including a minimum of two prestigious office building projects.
- A Resident Engineer (Engineer's Representative (Pr.Eng./Pr.Tech)) who is a qualified Engineer/ Technologist/ Technician with at least 3 (three) years verifiable post graduate experience in construction monitoring, including a minimum of two contracts which have involved similar facilities. The Project Engineer may also fulfil this function in which case this must be clearly stated.



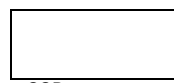
Team Leader



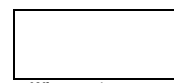
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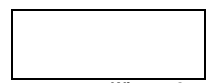
Witness 2



GGB



Witness 1



Witness 2

Should it become necessary to replace any of the key personnel listed at the time of tender during the course of this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirements and then only with the approval of the Employer.

Competencies and Expertise required:

Architecture/Space planning/Project Management.
Interior design.
Supply and delivery of office furniture.
Electrical Engineering Re-Work.
Mechanical Engineering Re-Work.
Network Engineering Re-Work.
ICT Networking.
Health and Safety Representative.
Construction.
Other as required by the project.

14. CLAIMS FOR PAYMENT

The Consortium may submit interim claims for payment (invoices) as the work in terms of this contract progresses, but not more frequently than at monthly intervals. All interim claims must be accompanied by an original tax invoice. Payment will be effected within 30 days of the date on the tax invoice. **(Lead Partner will be remunerated as per rates prescribed by the construction body)**

15. PROCUREMENT

- i. The works shall be executed in accordance with the conditions associated with the granting of preferences detailed in Schedule 17: Preference Schedule where preferences are granted in respect of B-BBEE contribution. In particular, Consortium may not sub-contract more than 25% of the value of the contract (as defined in Schedule19) to sub-contractors that do not have an equal or higher B-BBEE status level than the Consortium, unless the sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

For the purposes of this contract, the term “sub-contractor” (used in the context of sub-contracting to the Consortium) shall include all sub-consultants Employed by the Consortium.

A financial penalty, as described in Schedule 17, shall be applied in the event that the Consortium sub-contracts more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the Consortium qualified for (unless proven to be beyond the control of the Prime Contractor, or the sub-contractors are exempted micro enterprises).



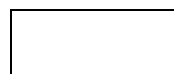
Team Leader



Witness 1



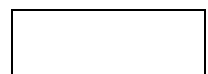
Witness 2



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Witness 1



Witness 2

ii. **Monitoring the use of sub-contractors/sub-consultants**

In order to ensure that not more than 25% of the value of the contract is not sub-contracted to sub-contractors that do not qualify for at least the preference points that the Consortium qualified for, the Consortium shall submit to the Employer, as and when required, a B-BBEE Sub-contract Expenditure Report on an agreed format.

A certified copy of a B-BBEE certificate issued with SANAS accreditation should be submitted, in case of a joint venture /consortium a consolidated BBEE certificate is required for tender purposes.

An EME or QSE should provide a sworn affidavit in terms of codes of good practice.

16. REQUIREMENTS FOR SUBMISSION OF PROPOSALS FROM TENDERERS

- i. Tender requirements and tender data are defined in Part-A: Tendering Procedures.
- ii. The list of returnable documents provided in Part-C.
- iii. The tender evaluation and assessment schedule are provided in Part-C.
- iv. The Form of Offer is provided in Part-D: Agreement and Contract Data
- v. Pricing Data are provided in Part-D: Pricing Schedule
- vi. The scope of work is provided in Part-B: Scope of Work.
- vii. Tenderers are expected to submit their tenders for the above assignment to Gauteng Gambling Board by not later than the date shown on the Tender Notice and Invitation to Tender. Late submissions will not be accepted and will be returned unopened.

17. DURATION OF ASSIGNMENT

The selected consortium is expected to commence the assignment upon appointment **and** to submit the inception report **30 days after inception date** for input and comments of the Employer and other stakeholders.

The Lead Partner is thereafter expected to present and submit a final report on completion.

During the course of the assignment, the Project Team Leader is expected to attend weekly progress report meetings with the project implementation committee established by the Employer.

18. PROFESSIONAL INDEMNITY INSURANCE

The Lead Partner must hold valid professional indemnity (PI) insurance or provide confirmation of eligibility for professional indemnity (PI) insurance providing cover in an amount of not less than R5 million in respect of each and every claim during the period of insurance. Proof of insurance or confirmation from a reputable Insurance Broker that the Tenderer is eligible for the prescribed professional indemnity insurance cover should he/she be awarded the contract, must be submitted with the bid submission.

19. GUIDELINES FOR PROPOSAL SUBMISSION

Bidders are advised that their proposal should be concise, written in plain English, legible and simply presented.

Technical Proposal

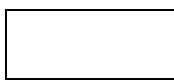
- Brief company profile of each consortium member company (Bidders are allowed to submit as consortiums/JV subject to the attachment of the consortium/JV agreement and project organogram indicating the roles and responsibilities of each consortium member and the lead personnel per discipline. Percentage split of the JV/Consortium should be included. Failure to comply will lead to disqualification.
- Proposal Overview
- Detailed Proposal with schematic concept design.
- Detailed project plan indicating the activities, roles and responsibilities and timelines.
- Reference where similar work was conducted in the last three (3) years indicating clearly the following;
 - Value of refurbishment and upgrading project.
 - Year completed.
 - Employer name and contact details (telephone and physical address).
- In line with Bullet-1, the lead consortium entity must submit a consolidated BBBEE ratings certificate..
- CV's of all key staff to be dedicated to this project across all disciplines must be attached as per Bullet-1 above. (Proof of qualification and any relevant professional registration).

Financial Proposal

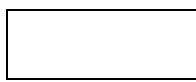
- Detailed project costs
- Valid tax clearance certificate
- An original bank stamped letter indicating the bank rating per consortium member.
- **The financial proposal should be presented in a separate sealed envelope and failure to comply will lead to automatic disqualification.**

20. EVALUATION OF TENDERS

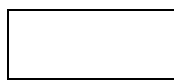
- 20.1 Following the Closing Time, the GGB intends to evaluate the Tenders received.
- 20.2 Tenders will be evaluated against the Evaluation Criteria specified under the section "Evaluation Criteria Format".
- 20.3 The commencement of negotiations by the GGB with one or more other Bidders is not to be taken as an indication that any Bidder's Response has not been successful.
- 20.4 Evaluation will be based on a point system and two-stage evaluation process. As a pre-requisite, a bid must comply with the requirements of the bid solicitation and meet the minimum threshold of the functionality evaluation criteria to be declared responsive and qualify to the next evaluation stage.



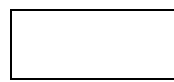
Team Leader



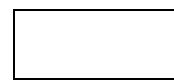
Witness 1



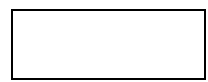
Witness 2



GGB



Witness 1



Witness 2

| Evaluation Element | Weighting | Threshold Score |
|---------------------------------------|-----------|-----------------|
| Technical proposal (Functionality) | 100 | 70 Points |

| Evaluation Element | Weighting | Threshold Score |
|--------------------|------------|-----------------|
| Price proposal | 80 | N/A |
| BBBEE proposal | 20 | N/A |
| Total | 100 | |

21. EVALUATION CRITERIA

Important notes to the bidder:

A two stage process will be followed for this tender

Stage 1 A (Pre- qualification)

Only the following tenders may respond:

1. A tenderer having a minimum level 1, 2 or 3 B-BBEE status of contribution.

Mandatory pre-qualification documents

- Certified copy of a valid B-BBEE certificate issued by a SANAS accredited verification agency (in case of JV a consolidated certificate) verifying B-BBEE level 3, or level 2 or level 1 certification.
- Sworn affidavit in terms with codes of good practice to verify EME/QSE status

Any tender that fails to meet the pre-qualification criteria is rendered an unacceptable tender.

Stage 1 B (Mandatory Administrative requirements)

- RFP including this forms as attached to Part C of the document (1.1 (b) Certificate of attendance of compulsory briefing session , 1.3 proof of registration with construction industry development ,1.4 declaration ,1.5 declaration of interest,1.6 declaration of bidders past supply chain management practices,1.7 declaration certificate of local production and content for designated sectors, 1.8 certificate of independent bid determination, 1.10 proof of professional indemnity, 1.11 Bibbers project structure)
- Pricing document form 1.13, Table A1, A2, B1, C1, D1 and E.
- Occupational Health and Safety plan
- Proof of Insurance cover of not less than R5 million
- Original compulsory briefing session certificate
- Registration with CIDB with a minimum contractor grading designation of 4GB
- If a joint venture is formed, a consolidated CIDB rating for all JV/ consortium should be submitted.
- A Bank guarantee of R5 million

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

- Only **locally produced manufactured furniture with a minimum threshold of 85% will be considered.** (The exchange rate to be used for calculation of local production and content will be the exchange rate published by South African Revenue at 12:00 on the date of advertisement of the bid. Only SABS approved technical specification number SATS 1286:2011 will be used to calculate the local content).

Failure to submit the above mandatory administrative documents will result in disqualification of the bid.

Other administrative requirements

- Central Supplier Database number
- Tax Clearance certificate
- Annual financial Statements

Stage 1 C Technical Evaluation

Technical evaluation is in two sections, as follows:

- **Section 1:** Experience and capacity of the service provider's key personnel with a total score of 55 points
- **Section 2:** Quality of the bidder's technical proposal with a total score of 45 points. This section has sub-sections as follows:
 - Section 2.1: Approach and methodology of proposal with a score of 20 points
 - Section 2.2: Health and Safety Plan with a score of 5 points
 - Section 2.3: Bidder's work experience of similar projects with a score of 10 points
 - Section 2.4: Bank rating of Bidder's Lead Partner with a total score of 5 points
 - Section 2.5: Capacity of Bidder's Lead Partner with a total score of 5 points

Minimum total score of 70 points has to be achieved from Section-1 & 2 of the technical evaluation before the price and B-BBEE status of the organisation is reviewed.

Failure to meet the 70 points minimum score requirement will result in the prevention to advance to the next stage of evaluation.

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Team Leader

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Witness 1

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Witness 2

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Witness 1

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Witness 2

SECTION-1 : KEY PERSONNEL

A firm must obtain a minimum of 40 points out of the 55 points below to be considered for Approach & Methodology, Price and B-BBEE evaluation.

Staffing /or Key personnel {Maximum points obtainable 55}

Project Team Leader / Project Manager: (Maximum Points obtainable 25, minimum 20)

Name:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|---|--|--------------------|-------------------|----------------|
| Academic Qualifications (Note 1) | MSc(Eng) or higher | No | 2 | |
| | BEng, BSc, BSc(Hons), BTech Degree in Civil/Arch or equivalent | Yes | 5 | |
| Professional Registration (Note 2) | Pr.Arch, Pr.Eng, Pr.Tech, Pr.QS or equivalent | Yes | 5 | |
| Years of experience after qualification (Note 3) | 5yrs and above | No | 3 | |
| Years of experience after registration | 1 – 5yrs | No | 3 | |
| | Above 5yrs | No | 6 | |
| Current Employment (Note 4) | Full time employed by Lead Partner | No | 2 | |
| | To be employed for the current contract or seconded from consortium member | No | 1 | |
| Involvement in comparative projects-state number (Note 5) | 1 – 10 similar projects | No | 1 | |
| | 10 and above similar projects | No | 2 | |
| Total | | | 25 | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

Notes to the Bidder.

Project Team Leader/Project Manager

It must be noted that a minimum of 20 points must be obtained by the proposed Project Team Leader during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 1: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Project Team Leader/Project Manager's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Team Leader shall be in possession of at least a Bachelor's Degree in Civil engineering from any South African University or equivalent qualifications from a recognized Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 2: Professional Registration

Proof of Professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Project Team Leader's/Project Manager's CV. The proposed Project Team Leader shall be registered as Professional Engineering Technologist (Pr. Tech. Eng) or Professional Engineer (Pr. Eng). Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 3: Experience after Qualification

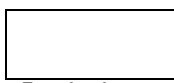
A minimum of 5 years post qualification experience is required for the team leader. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 4: Current Employment

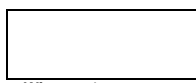
Confirmation of current employment in the form of a letter must be attached. In the event a Project Team Leader/Project Manager is his/her own Supervisor, a letter confirming appointment must still be attached. The proposed Team Leader shall be a senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Consulting Firm. A proof or separate written confirmation must be attached to the CV. Where a proposed project Team Leader is seconded from a rival Consulting Firm, an agreement between the two entities as well as a written undertaking confirming the person's full time availability for the duration of a project must be attached to the CV.

Note 5: Involvement in comparable projects

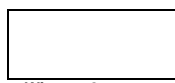
Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project.



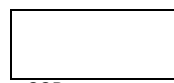
Team Leader



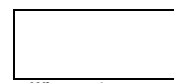
Witness 1



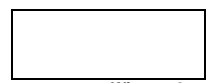
Witness 2



GGB



Witness 1



Witness 2

Lead Partner's Representative: *(Maximum Points obtainable 10, minimum 7)*

Name:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|---|---|--------------------|-------------------|----------------|
| Academic Qualifications (Note 6) | BSc(Hons), BEng(Hons) MTech in Civil/Arch or equivalent or higher | No | 1 | |
| | BEng, BSc, BTech Degree in Civil/Arch or equivalent | Yes | 2 | |
| Professional Registration (Note 7) | Pr.Arch, Pr.Eng, Pr.Tech, Pr.QS or equivalent | Yes | 2 | |
| Years of experience after qualification (Note 8) | 3yrs and above | Yes | 2 | |
| Years of experience after registration | 3yrs and above | No | 1 | |
| Current Employment: Full time employed by Lead Partner (Note 9) | Yes | No | 2 | |
| | No | No | 0 | |
| Total | | | 10 | |

Notes to the Bidder.

Lead Partner's Representative

It must be noted that a minimum of 7 points must be obtained by the proposed Lead Partner's Representative during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 6: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Lead Partner's Representative's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Lead Partner's Representative shall be in possession of at least a Bachelor's Degree in Civil engineering from any South African University or equivalent qualifications from a recognized Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 7: Professional Registration

Proof of Professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Lead Partner's Representative's CV. The proposed Lead Partner Representative shall be registered as Professional Engineering Technologist (Pr. Tech. Eng) or Professional Engineer (Pr. Eng).

Note 8: Experience after Qualification

A minimum of 3 years post qualification experience is required for the Lead Partner's Representative. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 9: Current Employment

Confirmation of current employment in the form of a letter must be attached. In the event a Lead Partner's Representative is his/her own Supervisor, a letter confirming appointment must still be attached. The proposed Lead Partner's Representative shall be a senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Consulting Firm. A proof or separate written confirmation must be attached to the CV.

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Team Leader

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Witness 2

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Witness 1

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Witness 2

Construction Manager: *(Maximum Points obtainable 10; minimum 7)*

Name:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|--|---|--------------------|-------------------|----------------|
| Academic Qualifications (Note 10) | BEng, BSc, BTech Degree in Civil/Arch or equivalent or higher | No | 1 | |
| | N6 in Civil or equivalent | Yes | 2 | |
| Professional Registration (Note 11) | Pr.Arch, Pr.Eng, Pr.Tech or equivalent | No | 2 | |
| Years of experience after qualification (Note 12) | 5yrs and above | Yes | 2 | |
| Years of experience after registration | 3yrs and above | No | 1 | |
| Involvement in comparative projects-state number (Note 13) | 1 – 10 similar completed projects | No | 1 | |
| | 10 or more similar completed projects | No | 2 | |
| Current Employment. (Note 14) | Full time employed by a consortium member | Yes | 1 | |
| Total | | | 10 | |

Note: Should the Construction Manager be the same as Team Leader or Lead Partner's Representative zero points will be allocated

Notes to the Bidder.

Construction Manager

It must be noted that a minimum of 7 points must be obtained by the proposed Construction Manager during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Note 10: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Construction Manager's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Construction Manager shall be in possession of at least a Diploma (or N6) in Civil engineering from any South African Tertiary Institution or equivalent qualifications from a recognized Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 11: Professional Registration

If registered, proof of Professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Construction Manager's CV.

Note 12: Experience after Qualification

A minimum of 5 years post qualification experience is required for the Construction Manager. Failure to meet this requirement shall warrant an automatic elimination of tender from any further evaluation.

Note 13: Involvement in comparable projects

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project.

Note 14: Current Employment

Confirmation of current employment in the form of a letter must be attached. In the event a Construction Manager is his/her own Supervisor, a letter confirming appointment must still be attached. The proposed Construction Manager shall be either a senior Employee, an Associate, the Director, or a Shareholder and in the direct employ of the Construction Firm. A proof or separate written confirmation must be attached to the CV. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

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Team Leader

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Witness 1

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Witness 2

Site Agent: **(Maximum Points obtainable 10; minimum 6)**

Name:

| Evaluation Criteria | Minimum Required | Elimination Factor | Points obtainable | Points Claimed |
|--|---|--------------------|-------------------|----------------|
| Academic Qualifications (Note 15) | BEng, BSc, BTech Degree in Civil/Arch or equivalent or higher | No | 1 | |
| | N6 in Civil or Diploma in Civil | Yes | 2 | |
| Professional Registration (Note 16) | Pr.Arch, Pr.Eng, Pr.Tech or equivalent | No | 1 | |
| Years of experience after qualification (Note 17) | 5yrs and above | No | 2 | |
| Years of experience after registration | 3yrs and above | No | 1 | |
| Involvement in comparative projects-state number (Note 18) | 10 or more similar completed projects | No | 1 | |
| Current Employment. (Note 19) | Full time employed by consortium member | Yes | 2 | |
| Total | | | 10 | |

Note: Should the Site Agent be the same as Lead Partner's Representative or Construction Manager zero points will be allocated.

Notes to the Bidder.

Site Agent

It must be noted that a minimum of 6 points must be obtained by the proposed Site Agent during evaluation failure which a tender shall be automatically eliminated from any further evaluation.

Team Leader

Witness 1

Witness 2

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Witness 1

Witness 2

Note 15: Academic Qualifications

Proof of academic qualifications in the form of certified copies must be attached to the Site Agent's CV. Foreign qualifications must be accompanied by certificate from Qualifications Certification Body. The proposed Site Agent shall be in possession of at least a Diploma (or N6) in Civil engineering from any South African Tertiary Institution or equivalent qualifications from a recognized Foreign University or Institution. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Note 16: Professional Registration

If registered, proof of Professional Registration with Engineering Council of South Africa (ECSA) in the form of certified copies must be attached to the Construction Manager's CV.

Note 17: Experience after Qualification

A minimum of 5 years post qualification experience is required for the Site Agent

Note 18: Involvement in comparable projects

Proof of employment history must be contained in the curriculum vitae (CV) and must include references and contact details. The CV must be of a maximum two pages and containing only necessary and relevant information for the purpose of this project

Note 19: Current Employment

Confirmation of current employment in the form of a letter must be attached. In the event a Site Agent is his/her own Supervisor, a letter confirming appointment must still be attached. Failure to provide this shall warrant an automatic elimination of tender from any further evaluation.

Important Notes for all Key Personnel:

- ***Proof of academic qualifications in the form of certified copies for all the key personnel must be attached to submission, proof should not be older than three (3) months.***
- ***Where applicable proof of professional registration with the relevant statutory board i.e. ECSA, SACAP etc. in the form of certified copies must be attached to the submission, copies should not be older than three (3) months***
- ***Proof of employment history must be contained in the Curriculum Vitae.***
- ***The key personnel must sign off their Curriculum Vitae.***
- ***Confirmation of current employment in the form of letter on the company letterhead signed by a company director and confirmed by the key personnel must be attached to the submission.***

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Team Leader

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Witness 2

| STAFFING /OR KEY PERSONNEL | | |
|--|-----------|--------|
| PERSONNEL | TOTAL | SCORES |
| <i>Project Team Leader/Project Manager</i> | 25 | |
| <i>Lead Partner's Representative</i> | 10 | |
| <i>Construction Manager</i> | 10 | |
| <i>Site Agent</i> | 10 | |
| TOTAL | 55 | |

TOTAL SCORE FOR KEY PERSONNEL: _____/55

SECTION-2 : QUALITY OF BIDDER'S TECHNICAL PROPOSAL

Proposed Work Plan (Approach and Methodology) Evaluation.

Bidders will be evaluated on the quality of the proposal submitted, relative to the scope of work required for the development upgrade of the GGB office space planning.

Bidders will be required to develop detailed proposals for the refurbishment of the GGB offices, the proposal must include all assumptions, proposed floor layout plans, interior design renderings in alignment with the stated office requirements outline in the scope of work.

Bidders shall be required to ensure that the construction company proposed is appropriately graded to undertake the construction works as per the proposed value of works.

A more detailed explanation of the quality criteria is given below. The scoring referred to in the following tables will be used to score the quality points awarded. The tenderer is required to provide sufficient relevant information in or appended to the Returnable Schedules identified below in order to enable the evaluation of the quality criteria.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

| Functionality / Quality Criteria | Score | W | Total Points Scored by Bidder |
|--|-------|----|-------------------------------|
| <p><u>Methodology and Approach:</u></p> <p>This sub-section will focus on how the bidder will approach the scope of work, that is, what will be done, who will do what by when,? How will the proposed methodology achieve the scope of work and the expected deliverables and outputs?</p> <p>The bid submission must include a clear and detailed methodology that presents well-defined activities that have scheduled completion dates with relevant outputs. These activities and related outputs must be fully aligned to the scope of work and the expected output/deliverables as outlined in the terms of reference.</p> <p>The maximum points a bidder can score in this sub-section is 20 points and the lowest score a bidder can score in this sub-section is zero.</p> <p>This sub-section will be scored in terms of the following 9 criteria:</p> <p>1- The methodology is clear and easy to understand (2 points); 2- Detailed information is presented in the methodology (2 points); 3- The methodology responds to the space requirements (2 points); 4- The methodology provides detailed assumptions and standards for the refurbishment (2 points); 5- The methodology outlines the rationale of the proposed look and feel (2 points); 6- The timelines for activities and outputs are scheduled appropriately (2 points); 7- The methodology is fully aligned to the scope of work (3 points); 8- Timelines for each of the Deliverables <u>taking into consideration the strict Working hours permissible by Centre Management (2 points);</u> 9- Detailed proposal with schematic concept design (3 points).</p> <p>Additionally, an innovative and creative design proposal demonstrated through conceptual design of furniture, art and fittings in an optimized space will qualify the bidder for full marks.</p> | | 20 | |
| <p><u>Health and Safety Plan</u></p> <p>This sub-section will be scored in terms of the following 3 criteria:</p> <p>1- Provision of relevant project health and safety specifications (2 points); 2- Provision of fulltime qualified and accredited site safety officer (2 points); 3- Provision of a risk management plan (1 points);</p> | | 5 | |
| <p><u>Previous working experience of the Bidder (Lead entity) on more or less similar projects including project name & description, Employer name & contact details, project duration and project/contract value. This should be on the employer letterhead and signed.</u></p> <p>3 x Letters of References from Previous / Current Employers (10 points) 2 x Letters of References from Previous / Current Employers (6 points) 1 x Letter of References from Previous / Current Employer (4 points) No letters of Reference (Zero Points)</p> | | 10 | |



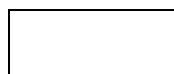
Team Leader



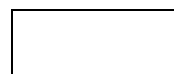
Witness 1



Witness 2



GGB



Witness 1



Witness 2

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|---|--|-----------|--|
| Bank Rating of lead entity (5 points) -Rating = A (5 points) -Rating = B (4 points) -Rating = C (3 points) -Rating below C = (Zero points) | | 5 | |
| Capacity of the Tendering Entity (5 points) Professional Indemnity of lead entity - of not less than R5.0m (5 points) - below R5.0m but not less than R3.0m (3 points) - Less than R3.0m but not less than R2.0m (2 points) - Less than R2.0m but not less than R1.0m (1 points) - Below R1.0m (Zero points) | | 5 | |
| Total Functionality / Quality | | 45 | |

TOTAL SCORE FOR TECHNICAL PROPOSAL: _____/45

A minimum total score of 70 points has to be achieved from Section-1 & 2 for the Bidder to be evaluated any further.

| FUNCTIONALITY CRITERIA | | POINTS SCORED |
|-------------------------------|---|----------------------|
| Section 1 | Project Key Personnel | |
| Section 2 | Quality of Bidder's Technical Proposal | |
| SUM OF POINTS SCORED | | |

TOTAL POINTS SCORED BY BIDDER: _____/100

Stage 2 Price and Preference points

Price = 80 points

BBBEE Level = 20 points

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

RFP - PART C:

BIDDERS DECLARATION AND RESPONSE

FORM 1.1A

COMPULSORY SITE BRIEFING / CLARIFICATION MEETING

Where Compulsory Site Inspections and Compulsory Information, Briefing or Clarification Meetings are to be held, it shall be subject to the following conditions:

- Necessity for Compulsory Site Inspection and Compulsory Information / Briefing / Clarification Meetings**
Compulsory Inspections / Meetings must only be held where the nature of the contract is such that it requires either an inspection of a site or a briefing session. The Bid Specification Committee should indicate to the Bid Office that such a compulsory inspection or briefing is regarded as a necessity.
- Attendance Register**
An attendance register of potential bidders and the firms they represent shall be kept and signed by attendees. A copy of such Attendance Register shall be sent immediately after the inspection/briefing to the Bid Office.
- Confirmation Notes of Inspection/Briefing Sessions**
Confirmation Notes of the Compulsory Inspection or Briefing Session shall be held by or on behalf of the contact person of the Department for whom the Bid is being advertised. A copy of the notes shall be sent to each firm that was represented at the inspection/meeting as soon as possible after the inspection or meeting and before the closing date of the bid. A copy of the notes shall also be sent to the Bid Office. The relevant Department will ensure that the notes are submitted to the Bid Evaluation Committee and to the Bid Adjudication Committee.
- Bid Documents**
The bid documentation shall clearly state that where the inspection of a site or the attendance of a briefing session is compulsory, non-attendance thereof will lead to the disqualification of the bidder in question. The bid documentation shall further clearly state that if bid documents are obtained **after** the compulsory briefing session or site inspection, it will only be made available to firms that were represented at the meeting. The mere fact that a firm that was not represented at a compulsory site inspection/meeting, but nevertheless submitted to the municipality a set of bidding documents, should not be construed as creating any expectations that a bid will be considered by the Municipality.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 1.1b

CERTIFICATE OF BIDDER'S ATTENDANCE OF THE COMPULSORY PROJECT BRIEFING

SITE/CLARIFICATION MEETING

This is to certify that I, **(NAME IN PRINT)**,

.....
representative of (Bidder)

of (address)
.....
.....

Telephone number

Fax number

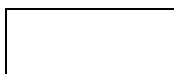
visited and inspected the Site / Attended Clarification Meeting on (date)

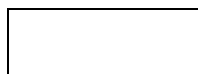
in the company of
(Employer's Representative)

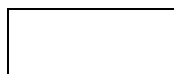
Name and Surname

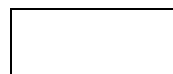
Signature

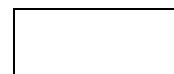
SIGNATURE OF BIDDER'S REPRESENTATIVE:

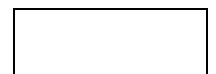

Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

FORM 1.2

TAX CLEARANCE CERTIFICATE

The bidder is to affix to this page:

AN ORIGINAL TAX CLEARANCE CERTIFICATE AS OBTAINED FROM SARS TO BE SUBMITTED WITH AND ATTACHED TO THIS PAGE OF THE BID DOCUMENT.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 1.3

PROOF OF REGISTRATION WITH CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

The bidder is to affix to this page either:

- Written proof of his registration with the CIDB as a Category as stipulated or one category lower.

Or

- Written proof of his application to the CIDB for registration as a Contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this bid not being further considered for the award of the contract.
2. Should this bid be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the Employer before the end of business, at the last working day, prior to evaluation by the Tender Evaluation Committee of the contract, then this bid will no longer be considered for the award of the contract.

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Team Leader

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FORM 1.4

DECLARATION:

I/We, the undersigned:

- (a) bid to supply and deliver to the Gauteng Gambling Board [hereafter "GGB"] all or any of the supplies and to render all or any of the articles, goods, materials, services or the like described both in this and the other Schedules to this Contract;*
- (b) agree that we will be bound by the specifications, prices, terms and conditions stipulated in those Schedules attached to this bid document, regarding delivery and execution;*
- (c) further agree to be bound by those conditions, set out in, "PARTS A, B and C", attached hereto, should this bid be accepted in whole or in part;*
- (d) confirm that this bid may only be accepted by the Gauteng Gambling Board by way of a duly authorised Letter of Acceptance;*
- (e) declare that we are fully acquainted with the Bid document and Schedules, and the contents thereof and that we have signed the Bill of Quantities and completed the Returnable Schedules and declarations, attached hereto;*
- (f) declare that all amendments to the bid document have been initialled by the relevant authorised person and that the document constitutes a proper contract between the Gauteng Gambling Board and the undersigned;*
- (g) certify that the item/s mentioned in the bid document, qualifies/qualify for the preference(s) shown;*
- (h) acknowledge that the information furnished is true and correct;*
- (i) accept that in the event of the contract being awarded as a result of preference claimed in this bid document, I may be required to furnish documentary proof to the satisfaction of the Gauteng Gambling Board that the claims are correct. If the claims are found to be inflated, the Gauteng Gambling Board may, in addition to any other remedy it may have, recover from me all cost, losses or damages incurred or sustained by the Gauteng Gambling Board as a result of the award of the contract and/or cancel the contract and claim any damages which the Gauteng Gambling Board may suffer by having to make less favourable arrangements after such cancellation;*
- (j) declare that no municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to the Municipality, or to any other Municipality or Municipal entity, are in arrears for more than three (3) months; and*
- (k) declare that I have not failed to perform satisfactorily during the last five (5) years on a previous contract with the Municipality, Municipal entity or any other organ of state, after written notice was given to me that my performance was unsatisfactory.*

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Witness 2

Signed at.....this.....day of..... 20.....

Authorised Signature:

Name of Bidding Entity:

Date :

As witness 1:

As witness 2:

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Team Leader

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FORM 1.5

DECLARATION OF INTEREST

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

.....

2.3 Position occupied in the Company (director, trustee, shareholder²):

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2.4 Company Registration Number:

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2.5 Tax Reference Number:

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Team Leader

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2.6 VAT Registration Number:

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

¹"State" means –

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

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

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| 2.7 Are you or any person connected with the bidder presently employed by the state? | YES / NO |
| 2.7.1 If so, furnish the following particulars: | |
| Name of person / director / trustee / shareholder/ member | |
| Name of state institution at which you or the person connected to the bidder is employed | |
| Position occupied in the state institution | |
| Any other particulars | |
| 2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? | YES / NO |
| 2.7.1.1 If yes, did you attached proof of such authority to the bid document? <u>(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.</u> | YES / NO |

| | |
|---|-----------------|
| 2.7.1.2 If no, furnish reasons for non-submission of such proof: | |
| 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? | YES / NO |
| 2.8.1 If so, furnish particulars: | |
| 2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? | YES / NO |
| 2.9.1 If so, furnish particulars: | |
| 2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? | YES / NO |
| 2.10.1 If so, furnish particulars: | |
| 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? | YES / NO |
| 2.11.1 If so, furnish particulars: | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

3 Full details of directors / trustees / members / shareholders

| Full Name | Identity Number | Personal Tax Reference Number | State Employee Number / Personal Number |
|-----------|-----------------|-------------------------------|---|
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4 DECLARATION

I, THE UNDERSIGNED (NAME)

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

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

..... Signature

..... Date

.....
Position

Name of bidder

.....

Name of Bidding Entity

.....

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 1.6

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

SBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
 TRUE AND CORRECT.

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

| | |
|--------------------|-------------------------|
| Signature | Date |
| Position | Name of Bidder |

FORM 1.7

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SANS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SANS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where:

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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The SANS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

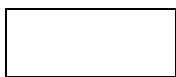
1.6 A bid may be disqualified if –

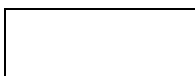
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

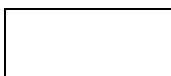
2. Definitions

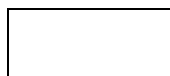
“**bid**” includes written price quotations, advertised competitive bids or proposals;

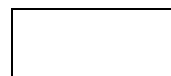
- 2.1. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.2. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.3. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.4. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 2.5. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.6. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.7. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.8. “**Sub-contract**” means the primary Contractor’s assigning, leasing, making out work to, or employing another person to support such primary Contractor in the execution of part of a project in terms of the contract.

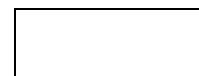

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3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| Description of services, works or goods | Stipulated minimum threshold |
|---|------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

4. Does any portion of the services, works or goods offered have any imported content? (***Tick applicable box***)

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

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? (***Tick applicable box***)

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

5.1. If yes, provide the following particulars:

- (a) Full name of auditor :
.....
- (b) Practice number :
.....
- (c) Telephone and cell number:
.....
- (d) Email address :
.....

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(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

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LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

| | | |
|---|--|--|
| <p>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</p> <p>IN RESPECT OF BID NO.</p> <p>ISSUED BY: (Procurement Authority / Name of Institution):</p> <p>NB</p> <p>1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorised representative, auditor or any other third party acting on behalf of the bidder.</p> <p>2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.</p> <p>I, the undersigned, (full names),</p> <p>do hereby declare, in my capacity as of (name of bidder entity), the following:</p> <p>(a) The facts contained herein are within my own personal knowledge.</p> <p>(b) I have satisfied myself that:</p> <p>(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and</p> <p>(ii) the declaration templates have been audited and certified to be correct.</p> <p>(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information</p> | | |
|---|--|--|

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Witness 1

Witness 2

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|---|---|------------------------------|---|--|---|--|--|---|--|
| <p>contained in Declaration D and E which has been consolidated in Declaration C:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Bid price, excluding VAT (y)</td> <td style="width: 30%; text-align: center;">R</td> </tr> <tr> <td>Imported content (x), as calculated in terms of SATS 1286:2011</td> <td style="text-align: center;">R</td> </tr> <tr> <td>Stipulated minimum threshold for local content (paragraph 3 above)</td> <td></td> </tr> <tr> <td>Local content %, as calculated in terms of SATS 1286:2011</td> <td></td> </tr> </table> <p>If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.</p> <p>(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.</p> <p>(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>SIGNATURE: _____</p> <p>WITNESS No. 1 _____</p> <p>WITNESS No. 2 _____</p> </div> <div style="width: 45%;"> <p>DATE: _____</p> <p>DATE: _____</p> <p>DATE: _____</p> </div> </div> | | Bid price, excluding VAT (y) | R | Imported content (x), as calculated in terms of SATS 1286:2011 | R | Stipulated minimum threshold for local content (paragraph 3 above) | | Local content %, as calculated in terms of SATS 1286:2011 | |
| Bid price, excluding VAT (y) | R | | | | | | | | |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R | | | | | | | | |
| Stipulated minimum threshold for local content (paragraph 3 above) | | | | | | | | | |
| Local content %, as calculated in terms of SATS 1286:2011 | | | | | | | | | |

FORM 1.8

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organisation, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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Witness 1

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- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- ³ *Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.*
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Team Leader

Witness 1

Witness 2

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FORM 1.9

CENTRAL SUPPLIER DATABASE REGISTRATION

The bidder is to affix to this page:

ALL MEMBERS OF THE CONSORTIUM TO SUBMIT PROOF OF REGISTRATION WITH CSD AND ATTACH TO THIS PAGE OF THE BID DOCUMENT.

FORM 1.10

PROFESSIONAL INDEMNITY

The bidder is to affix to this page:

THE LEAD PARTNER TO SUBMIT PROOF OF PROFESSIONAL INDEMNITY OF NOT LESS THAN R10 MILLION PER SINGLE EVENT AND ATTACHED TO THIS PAGE OF THE BID DOCUMENT.

Team Leader

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Witness 1

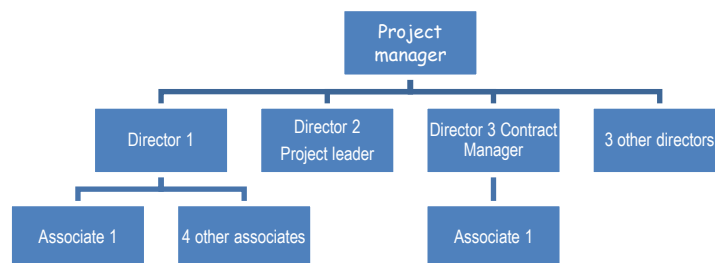
Witness 2

FORM 1.11

BIDDER'S PROJECT STRUCTURE

Notes to tenderer:

1. The intention of this form is to demonstrate the tenderer's project structure, as well as the lines of responsibility between members of the project team and between the project team and the overall company structure. The tenderer must attach his own organogram to this form.
2. Tenderers which are large companies may simplify the organogram by 'rolling up' portfolios e.g. combining directors/associates into one box of the organogram. However, the individual positions of the key personnel within the structure must still be shown.
3. Joint Venture tenders will require each element of the venture to submit separate organograms that show the individual structure of each member company and the lines of responsibility of the proposed personnel involved in the project. In addition there must also be a combined organogram that indicates how the joint venture itself will function and the proposed share of the work. Joint Venture tenderers shall note that the share of work indicated will be used in the analysis of such a tenderers preference proposed on returnable form D1, and that if awarded the share of work shall become a contractual obligation between the members of the joint venture.
4. State the city or town where the company's head office is located. The locality of regional or satellite office, regardless of degree of autonomy or size is not required. Only submit the number of offices other than the head office. Do not count offices outside RSA
5. Registered professional engineers, technicians or technologists means those who are involved in the built industry as well as allied fields such as environmental professionals. Registered professionals of other disciplines (e.g. mechanical) are considered as employees only.



| | Consortium Member-1 | Consortium Member-2 | Consortium Member-3 | Consortium Member-4 |
|-------------------|---------------------|---------------------|---------------------|---------------------|
| Head Office: | | | | |
| Other Offices: | | | | |
| Registered | | | | |
| Total Employees : | | | | |
| %share in JV | | | | |

SIGNED ON BEHALF OF THE BIDDER:

Team Leader

Witness 1

Witness 2

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Witness 1

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FORM 1.12

RECORD OF ADDENDA TO BID DOCUMENTS

We confirm that the following communications received from the Procuring Department before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

| Ref | Date | Title or Details |
|-----|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

Attach additional pages if more space is required.

.....
Signature of Authorised person:

.....
Date:

.....
Name:

.....
Position

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Witness 2

FORM 1.13

PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|---|--------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

Team Leader

Witness 1

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- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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3 POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

Team Leader

Witness 1

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Witness 1

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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Witness 1

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Witness 1

Witness 2

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

| | |
|---|--|
| <p style="text-align: center; margin-bottom: 10px;">WITNESSES</p> <p>1.</p> <p>2.</p> | <p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|---|--|

OTHER DOCUMENTS REQUIRED FOR EVALUATION PURPOSES

FORM 2.1

SCHEDULE OF EQUIPMENT REQUIRED FOR THE CONTRACT

The Bidder shall state below what equipment will be available for executing the work should be awarded the Contract.

| Description, type | Size | Capacity | Number |
|-------------------|------|----------|--------|
| | | | |
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Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.2

SIZE OF ENTERPRISE AND CURRENT WORKLOAD

What was your turnover in the previous financial year? R

What is the estimated turnover for your current financial year? R

Physical facilities:

Provide information on offices, factories, yards and warehouses occupied by your enterprise (attach details if the space provided is not enough)

| Description | Address | Area (m ²) |
|-------------|---------|------------------------|
| | | |
| | | |
| | | |
| | | |

List your current contracts and obligations:

| Description | Value (R) | Start date | Duration | Expected completed date |
|---|-----------|------------|----------|-------------------------|
| | | | | |
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| | | | | |
| Do you have the capacity to supply the goods and services described in this bid, should the contract be awarded to you? | | | Yes | No |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

Witness 2

FORM 2.4

PROPOSED KEY PERSONNEL

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

| Designation | Name of | Summary of | | HDI Status Yes/No | NQF 7 Certified Yes/No |
|---|-------------------------------|----------------|---|----------------------|------------------------------|
| | (i) Nominee (ii) Alternate | Qualifications | Experience and present occupation | | |
| Responsible Director from each consortium member entity | | | | | |
| Project Team Leader/Project Manager | | | | | |
| Lead Partner's Representative | | | | | |
| Construction Manager | | | | | |
| Site Agent | | | | | |
| | | | | | |
| | | | | | |
| Other key staff (give designation) | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| <u>PROJECT MONITORING</u> Site(s) Supervisors | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Other key staff (give designation) | | | | | |
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Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

Provide two paged CV of Each key Personnel to be used in this project.
Each CV should give at least the following:

- Position in the firm and within the organisation of this assignment
- HDI status (describing population group, gender and disabilities)
- Proof of Educational qualifications
- Proof of Professional Registrations
- Relevant experience (actual duties performed, involvement and responsibility), including locations, dates and durations of assignments, starting with the latest.
- Language proficiency and
- References (company name, individual name, position held, contact details)

(Affix the CV's and Attachments in a form of a booklet to the Technical Proposal.)

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.5

SCHEDULE OF PREVIOUS WORK CARRIED OUT BY BIDDER

Provide the following information on **relevant previous experience**. Indicate comparable projects of similar or larger size. This information is material to the award of the Contract.

No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least three (3) names and telephone numbers and e-mail address per reference.

| Description | Value (R) VAT excluded | | Appointment Date | Expected | Reference | | |
|-------------|---------------------------|--|---------------------|--------------------|-----------|--------------|--------|
| | | | | Completion Date | Name | Organisation | Tel no |
| | | | | | | | |
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Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.6

FINANCIAL ABILITY TO EXECUTE THE PROJECT

Provide details on the surety you will provide if the bid is awarded to you.

.....

AMOUNT - Which of the following institutions will provide surety?

| | |
|---|--|
| Bank registered in terms of the Bank Act 1990 (Act 94 of 1990) | |
| Insurance Company registered in terms of the Short Term Insurance Act 1998 (Act 53 of 1998) | |
| Cash | |

Provide the estimated cash flow on the project in terms of submissions of payment certificates or payment schedules to the Employer

| Month No | Amount (VAT excluded) | | | Cumulative cash flow |
|--|-----------------------|----------------------|--------------------------|----------------------|
| | (a) Received | (b) Payments made | (a – b) Net cash flow | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| Maximum negative cash flow: Take the largest negative number in the last column and write it in here → → → → → → → | | | | |

From what sources will you fund the above amount?

.....

(e.g. Funds internally available, bank overdraft, loan, etc.)

Notes:

- (i) Value added tax to be included in all amounts
- (ii) Assume payment of certificates within 30 days of approval of certificate

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.7a

AUTHORITY FOR SIGNATORY (-A-)

All signatories, including sole proprietors, shall confirm their authority by attaching to the last page of this bid a duly signed and dated original or certified copy of the relevant resolution of their members or their board of directors, as the case may be.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

EXAMPLE ONLY
Attach Original

for:

“COMPANIES / PARTNERSHIPS / CLOSE CORPORATIONS”

are shown below:

"By resolution of the board of directors passed on (date)

(name)

has been duly authorised to sign all documents in connection with the Bid for

.....

and any Contract, which may arise there from on behalf of the Bidding Entity,

namely,

Signed on behalf of the bidding entity:

In his capacity as:on this date:

AUTHORISED PERSON'S SIGNATURE:

AS WITNESS: 1

Team Leader

Witness 1

Witness 2

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GGB

Witness 1

Witness 2

FORM 2.7b

AUTHORITY FOR SIGNATORY (-B-)

EXAMPLE ONLY
Attach Original

for:

“JOINT VENTURES” is shown below.

We, the undersigned are submitting this bid offer in Joint Venture and hereby authorize (name) , authorised signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the bid for and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY AUTHORISED SIGNATORY |
|--------------|---------|--|
| | | Signature:..... Name:..... Designation:..... |
| | | Signature:..... Name:..... Designation:..... |
| | | Signature:..... Name:..... Designation:..... |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

AUTHORITY FOR SIGNATORY (-C-)

EXAMPLE ONLY
Attach Original

for:

“SOLE PROPRIETOR” is shown below:

“I hereby certify that I’m the sole proprietor of the Bidding Entity, namely,
..... and
therefore, duly authorised to sign the bidding documents”

SIGNATURE OF SOLE PROPRIETOR:

IN HIS CAPACITY AS:

DATE:

AUTHORISED PERSON’S SIGNATURE:

AS WITNESS: 1.

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.8

SCHEDULE OF PROPOSED SUBCONTRACTORS

Provide details on all sub-Contractors you intend utilising on this contract

| Type of work to be used for | (a) % of contract | Name of sub-Contractor | (b) % HDI ownership | (c = a x b) Total contribution to HDI ownership |
|---|----------------------|---|------------------------|--|
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| Total % of contract sub-contracted | | Total contribution of HDI ownership: | | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.9

FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report.

BANK DETAILS OF BIDDING ENTITY

If the bidder is a Joint Venture or partnership, the information requested below is required for each member / partner.

I/We hereby authorise the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO BIDDER |
|--|-----------------------------------|
| Name of bank | |
| Contact person | |
| Branch name | |
| Branch code | |
| Street address | |
| | |
| Postal address | |
| | |
| Telephone number | () |
| Fax number | () |
| Account number | |
| Type of account, (i.e. cheque account) | |

BIDDER'S TAX DETAILS

Bidder's VAT vendor registration number:

Bidder's SARS tax reference number:

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.10

DETAILS OF ALTERNATIVE BIDS SUBMITTED

See condition of bid.

| ITEM | DESCRIPTION |
|------|-------------|
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Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM 2.11

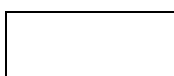
AMENDMENTS AND QUALIFICATIONS BY BIDDER

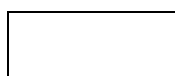
See condition of bid

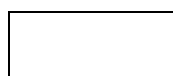
| PAGE | DESCRIPTION |
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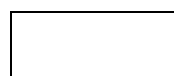
DATA PROVIDED BY THE EMPLOYER

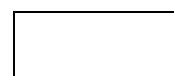
| Clause | | |
|----------|---|--|
| 1.1.1.15 | The Employer is: | Gauteng Gambling Board |
| 1.2.1.2 | The Employer's address for receipt of communications is: <u>Physical address:</u> 125 Corlett Drive Waverley Office Park Bramley, Johannesburg | <u>Postal address:</u> Private Bag 15 Bramley 2018 |
| 3.1 | The Employer's Representative is required in terms of his appointment with the Employer to obtain the following specific approvals from the Employer: | <ul style="list-style-type: none"> • Certify additional costs/expenditure • Taking over of the Works • Determining extension of Time for Completion |
| 5.1.1.1 | The special non-working days are: | All applicable public holidays including the December 2018 "builders holiday" period: 17 December 2018 and ends on 04 January 2019 (both days included) |
| 6.2 | The Form of Security must substantially contain the wording of the document included as: | "Form of Security" – See Form C1.3. |
| 6.2 | The liability of the Security shall be in accordance with paragraph 11.2.6.1 of the GGB Supply Chain Management Policy, which reads as follows: 1. Where surety is required it shall be in the form of cash, a certified cheque, or a bank guarantee from a banking institution registered in terms of the Banks Act, 1990 (Act No. 94 of 1990) or from an insurer registered in terms of the Insurance Act, 1943 (Act No. 27 of 1943). (f) Where the bidder cannot raise the required surety of 10%, and it is feasible to deduct the amount from the first payment certificate, such concessions may be granted; Guarantee will be required as follows: <i>-Ten percent (10%) of the Contract Amount.</i> | |
| 5.3 | The Form of Security is to be delivered within: | 14 (Fourteen) days after the Commencement Date |
| 5.3.1 | The Commencement of the work is subject to: | The submission of the following documents prior to the commencement of the works: (1) Security within 14 days as per clause 6.2 (2) The programme within 14 days as per clause 5.6.1 (3) The insurance within 14 days as in terms of C1.3 (4) The Health and Safety plan |
| 5.6.1 | The programme shall be submitted to the Employer's Representative within: | Fourteen (14) days from the commencement date |

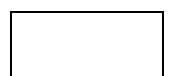

Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

| Clause | | |
|-----------|--|---|
| 8.6.1.1.2 | The value of materials supplied by the Employer to be included in the insurance sum is: | Nil |
| 8.6.1.1.2 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: | R 5,000 000-00 per claim and the number of claims unlimited. |
| 8.6.1.3 | The limit of the liability insurance is: (To be approved by the Employer's Claims Management Services Provider) | R 5,000,000-00 for any single claim – the number of claims to be unlimited during the construction and Defects Liability period, including movable assets. |
| 6.5.1.2.3 | The percentage allowances to cover all charges for the Contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is: v | Fifteen percent (15%). |
| 5.5.1 | The maximum time allowed to reach practical completion of the works is: | 5 months |
| 5.13.1 | The penalty for failing to complete the Works is: | 0.05% of the contract value per calendar day beyond the stated completion date, for each individual work order or instruction |
| | Contract price Adjustment is: | Applicable |
| | If applicable price adjustment shall be in accordance with the Contract Price Adjustment Schedule included in the General Conditions of Contract. | |
| | The Value of "x" is: The values of the coefficients are: The urban area nearest the site is: The base month is: | 0,15 a = 0,3 b = 0,3 c = 0,35 d = 0,05 Johannesburg May 2018 |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is: | Eighty percent (80 %) of the invoice amount |
| 6.10.3 | The percentage retention on the amounts due to the Contractor is: | Ten percent (10 %.) |
| | The limit of retention money is: | 10% of the contract price. (No interest shall be payable to the Contractor upon any monies retained in terms of the contract.) |
| 6.10.5 | The Defects Liability Period is: | Twelve (12) calendar months (measured from the date of the certificate of completion.) |


Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

PART 2: PARTICULAR SPECIFICATIONS

| Clause | Description |
|--------|---|
| 8.6.8 | <p><i>ADDITIONAL CLAUSE</i></p> <p>"In the event of any claim arising under the policy or policies held, the Consortium shall without delay take all the necessary steps to lodge his claim on the joint behalf of himself and the GGB, and the claim submitted shall cover all costs to repair and make good in terms of Sub-clause 8.6.1. The Contractor shall submit copies of all claims and related documents to the Engineer. Settlement of claims will be paid to the GGB who will pay such amount to the Contractor on certification in terms of Clause 2.2 as the rectification proceeds. All claims shall be submitted in accordance with the requirements of the policy."</p> |
| 8.6.9 | <p><i>ADDITIONAL CLAUSE</i></p> <p>"The Employer will verify the Consortiums All Risks insurance cover and issue a letter of confirmation that adequate cover is in place or not."</p> |
| 8.6.10 | <p><i>ADDITIONAL CLAUSE</i></p> <p>"The contractor to sub contract a minimum of 10% up to a maximum value of 25% of the construction work to designated local sub-contractors, suppliers and/ or SMME's identified by the GGB on behalf of and/ or in liaison with the employer, which will be selected from a local database. The contractual relationship between the consortium and such local sub-contractors, suppliers and/ or SMME's will be as defined in clause 4.4.3".</p> |

PART 3: DATA PROVIDED BY THE BIDDER/CONSORTIUM

| Clause | | |
|----------|---|------------|
| 1(1)(h) | The Consortium is: | |
| 1(2) | The Consortium's address for receipt of communications is: Physical address: Postal address: Telephone: (.....) Fax:(.....) E-mail: | |
| 1(1)(m) | The time for completing the works is: | days |
| 37(2)(b) | The percentage allowances to cover all charges for the Consortium's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is: | % |
| 46(3) | The rate for special materials, exclusive of value-added tax (VAT) is: | |

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Witness 1

Witness 2

GGB

Witness 1

Witness 2

RFP - PART D:

PRICING SCHEDULE

PRICING INSTRUCTIONS

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Consortium's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Consortium inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Bidder submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Bidder.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bid rates shall apply should work under these items actually be required.

Should the Bidder group a number of items together and bid one sum for such group of items, the single Bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Bidder. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

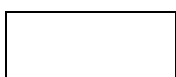
Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

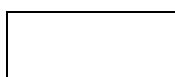
- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

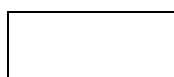
| | | |
|----------|---|--|
| Unit | : | The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications |
| Quantity | : | The number of units of work for each item |
| Rate | : | The payment per unit of work at which the Bidder bids to do the work |
| Amount | : | The quantity of an item multiplied by the bided rate of the (same) item |
| Sum | : | An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units |

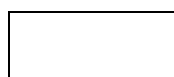
- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

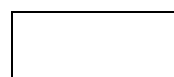
| | | | | | |
|--------------------|---|-----------------------|----------------------|---|-------------------|
| mm | = | millimetre | m | = | metre |
| km | = | kilometre | km-pass | = | kilometre-pass |
| m ² | = | square metre | m ² -pass | = | square metre-pass |
| ha | = | hectare | m ³ | = | cubic metre |
| m ³ -km | = | cubic metre-kilometre | kW | = | kilowatt |
| kN | = | kilonewton | kg | = | kilogram |
| t | = | ton (1 000 kg) | % | = | per cent |
| MN | = | meganewton | MN-m | = | meganewton-metre |
| PC Sum | = | Prime Cost Sum | Prov Sum | = | Provisional Sum |

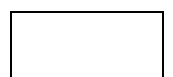

Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

- 11 The schedule of activities comprises items covering the consortium's profit and cost of general liabilities and includes costs of all services.

The amounts and rates to be inserted in the Schedule of Activities shall be the full inclusive amounts to the Employer for the work described under the several referred to payment items. Such amounts shall cover all the costs and expenses that may be required in and for the professional services described, and shall cover the costs of all general risks, profits, taxes (but exclude value-added-tax), liabilities, insurance and obligations set forth or implied in the documents on which the bid is based.

12. Payments will be based on the completion of activities provided that reasonable progress towards the completion of the activity within the estimated budget is demonstrated.

NB: PLEASE STATE THE FOLLOWING:

- ARE/IS BID PRICE/S FIRM:

| | |
|-----|----|
| YES | NO |
|-----|----|
- IF THE BID PRICE(S) ARE NOT FIRM, SUPPLY THE INFORMATION REGARDING ESCALATION APPLICABLE TO THIS BID:

.....

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

PRICING SCHEDULE

For the purpose of calculating Professional fees, the bidder must insert their estimated cost of the work in Table A1. Applicable shall be gazetted professional rates and tariffs. The percentage fees tendered shall be fixed and shall be based on the actual construction work. Should the actual construction amount be more than the estimated costs, Item 1.3 shall be adjusted accordingly.

TABLE A1 – BASIC PROFESSIONAL FEES

| ITEM | DESCRIPTION | AMOUNT (Excluding VAT) |
|------|--|---------------------------|
| 1.1 | Estimated Cost of Construction Work (Bidder to insert their estimated cost of the works, from Table D1) | R |
| 1.2 | Percentage (%) Professional Fees based on Item-1.1 above (Cost of Construction Work). | % |
| 1.3 | Basic Professional Fees (Calculated as a percentage of Item-1.1 above) | R |

TABLE A2 – BASIC PROFESSIONAL FEES BREAKDOWN

| ITEM | PROJECT STAGE OF SERVICES | PERCENTAGE POINTS FOR EACH STAGE (%) | OFFERED FEES (Excluding VAT) |
|--|--|---|---------------------------------|
| 1.4 | On submission and approval of Inception Report and Scope of Work | | R |
| 1.5 | On submission and approval of Preliminary Design Report | | R |
| 1.6 | On submission and approval of Detailed Design Report | | R |
| 1.7 | On submission and approval of Working Drawings | | R |
| 1.8 | Construction Stage's Contract Administration and Inspection | | R |
| 1.9 | On submission and approval of Final (Close-out) Report and As-Built Drawings | | R |
| Total Offered Basic Professional Fees for this Project (Excluding VAT) to be carried to Table-E | | | R |

TABLE B1: FEES OFFERED FOR CONSTRUCTION MONITORING AND SAFETY AGENT DUTIES (Excluding VAT)

| Construction monitoring, including travelling costs. | DURATION | MONTHLY RATE OFFERED BY BIDDER | AMOUNT |
|---|----------|--------------------------------|--------|
| Level 2: Pr Eng/ PrArch/ PrTech, 16 hours per month PLUS Level 4: Full time Senior Technician | 5 months | R | R |
| Acting as Agent of the Employer in terms of OHS Construction regulations; Occupational Health and Safety Act duties | 5 months | R | R |
| Total Offered for Construction Monitoring and Supervision fees (Excluding VAT) to be carried to Table-E | | | R |

TABLE C1: RECOVERABLE EXPENSES (Excluding VAT)

| ITEM | PROJECT PHASE | QTY | UNIT | RATE | TOTAL (Excluding VAT) |
|---|---|----------|------|------|-----------------------------|
| 1.1 | All other disbursements (e.g. printing and duplication, travelling before construction stage, IT etc) | Lump Sum | 1 | | |
| 1.2 | Survey work. | Lump Sum | 1 | | |
| 1.3 | a) State any other recoverable expenses: | Lump Sum | 1 | | |
| | b) State any other Recoverable Expenses | Lump Sum | 1 | | |
| | c) State any other Recoverable Expenses: | Lump Sum | 1 | | |
| | b) State any other Recoverable Expenses | Lump Sum | 1 | | |
| Sub-Total (recoverable disbursements) | | | | | |
| Handling costs and profit (if any)% | | | | | |
| Total Offered Recoverable Expenses for this Project (Excluding VAT) to be carried to Table-E | | | | | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

TABLE D1: SUMMARISED CONSTRUCTION WORKS (Excluding VAT).

For further details see Part-B, 5.0 (Scope of work) as contained in the Bid Document.

| ITEM | DESCRIPTION | UNIT | QTY | RATE | TOTAL |
|------|---|----------------|-------|------|-------|
| 1 | Contractor's establishment on site and general obligations | Lump Sum | - | - | |
| | a) Fixed obligation. | Lump Sum | - | - | |
| | b) Value-related obligations | Lump Sum | - | - | |
| | c) Time related obligations | Lump Sum | - | - | |
| 2. | Contractor's obligations in of the Occupational health and Safety Act and Construction Safety Regulations | Lump Sum | - | - | |
| 3. | Operation and Maintenance of facilities on site, for the duration of construction | month | | | |
| 4. | Provide fulltime safety officer for project duration | month | | | |
| 5. | Other time related obligations: | | | | |
| | a) State; | month | 1 | | |
| | b) State; | month | 1 | | |
| | Removal of site establishment on completion of the works | | | | |
| 6. | Architectural, Space Planning and Interior Designing; | | | | |
| | a) Lower Ground Floor | m ² | 1,000 | | |
| | b) Ground Floor | m ² | 1,000 | | |
| | c) First Floor | m ² | 1,000 | | |
| | d) Second Floor | m ² | 1,000 | | |
| 7. | Fit-out and, supply and delivery of furniture (about 154 staff members and existing Meeting rooms) | Lump Sum | - | - | |
| 8. | Interior alterations and refurbishment | Lump Sum | - | - | |
| 9. | Construction of new interior works | Lump Sum | - | - | |
| 10. | Upgrading of existing office facilities | Lump Sum | - | - | |
| | | | | | |

| | | | | | |
|--|--|----------|---|---|--|
| 11. | Remove, store and re-install existing infrastructure: <i>1. Electrical Infrastructure</i> <i>2. Mechanical infrastructure</i> <i>3. Furniture</i> <i>4. ICT infrastructure</i> | | | | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | 5. Storage | | | | |
| 12. | Supply and install new infrastructure: <i>1. Electrical Infrastructure</i> <i>2. Mechanical infrastructure</i> <i>3. ICT infrastructure</i> | | | | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| 13. | Re-configure existing infrastructure: <i>1. Electrical Infrastructure</i> <i>2. Mechanical infrastructure</i> <i>3. Furniture</i> <i>4. ICT infrastructure</i> | | | | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| | | Lump Sum | - | - | |
| Subtotal of the Summarised Bill of Quantities | | | | | |
| Plus 10% Contingency | | | | | |
| Subtotal | | | | | |
| Total Offered Construction Works of the Project (Excluding VAT) to be carried to Table-E | | | | | |

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

TABLE E – BID OFFER SUMMARY

| SERVICES | TOTAL FROM TABLE | OFFERED FEES (EXCLUDING VAT) |
|--|-------------------------|-------------------------------------|
| TOTAL OFFERED FOR BASIC PROFESSIONAL FEES | A2 | |
| TOTAL OFFERED FOR CONSTRUCTION MONITORING AND SAFETY AGENT DUTIES | B1 | |
| TOTAL OFFERED FOR RECOVERABLE EXPENSES | C1 | |
| TOTAL OFFERED FOR CONSTRUCTION WORK | D1 | |
| <i>SUBTOTAL OF OFFER (A2 + B1 + C1 + D1)</i> | | R |
| <i>ADD 15% VAT</i> | | R |
| <i>GRAND TOTAL CARRIED TO FORM BID OFFER FOR PROJECT</i> | | R |

.....
Signature

.....
Date

.....
Name of Authorised Signatory

.....
Name of Bidder

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

DISBURSEMENT AND ADDITIONAL COSTS

Professional services and additional costs will be charged in accordance to the following schedule rates.

| DESCRIPTION | UNIT | RATE |
|---------------------------------|-------|------|
| Project Team Leader/Director | Hour | R |
| Professional Engineer/Architect | Hour | R |
| Professional Technologist | Hour | R |
| Engineer/Architect | Hour | R |
| Technologist | Hour | R |
| Technician | Hour | R |
| OHS Agent | Month | R |
| Others (state): | | |
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

Bidder's are required to submit a detailed cost breakdown of the above summarised construction works in Table D1.

.....
 Signature

.....
 Date

.....
 Name of Authorised Signatory

.....
 Name of Bidder

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

FORM OF OFFER AND ACCEPTANCE

OFFER (AGREEMENT)

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SPACE PLANNING, INTERIOR DESIGN, REFURBISHMENT & UPGRADING, RE-INSTALLATION AND UPGRADES OF ELECTRICAL/MECHANICAL AND ICT INFRASTRUCTURE AT EXISTING OFFICES OF GAUTENG GAMBLING BOARD.

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid

By the representative of the Bidder, deemed to be duly authorised, signing this apart of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

..... rand (in words);

R (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) (1) (2)

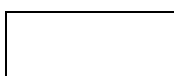
Name(s)

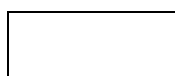
Capacity

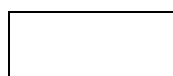
.....
(Name and address of organisation)

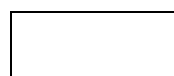
Name and signature of Witness

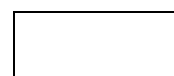
Date

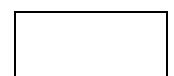

Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Bidder's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the, Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement, between the Employer and the Bidder upon the terms and conditions contained in this Agreement and in the, Contract that is the subject of this Agreement.

The terms of the contract, are contained in

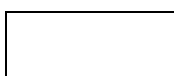
| | |
|---------|---|
| Part C1 | Agreements and Contract Data, (which includes this Agreement) |
| Part D | Pricing Data |
| Part B | Scope of Work |
| Part C4 | Site Information and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above. |

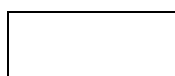
Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto listed in the Bid Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

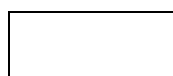
The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the, Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

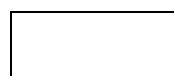
Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

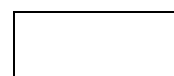
It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

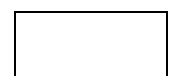

Team Leader


Witness 1


Witness 2


GGB


Witness 1


Witness 2

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the bid documents issued by the Employer prior to the bid closing date is limited to those permitted in terms of the Conditions of Bid.
2. A Bidder's covering letter shall not be included in the final contract document. Should any matter in such, letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the bid documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

Details

5 Subject

Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Bidder agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Bidder and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE BIDDER:

Signature(s) (1) (2)

Name(s)

Capacity

.....
(Name and address of organisation)

Witness 1

Witness 2

Name

Signature

Date

FOR THE EMPLOYER:

Signature(s) (1) (2)

Name(s)

Capacity

Gauteng Gambling Board

(125 Corlett Drive, Waverley Office Park, Bramley, Johannesburg)

Witness 1

Witness 2

Name:

Signature.....

Date

Team Leader

Witness 1

Witness 2

GGB

Witness 1

Witness 2

RFP - PART E:

ANNEXURES

ANNEXURE A: SITE INFORMATION

LIST OF DRAWINGS FOR TENDER PURPOSES:

| DRAWING. | DESCRIPTION |
|-----------------|---|
| Layout Plans | : Lower Ground Floor Level. : Ground Floor Level. : First Floor Level. : Second Floor Level. |