

SASSA: 97-23-CS-KZN

INVITATION TO BID

SASSA: 97-23-CS-KZN: ACQUISITION OF OFFICE ACCOMMODATION OF 479.10M² AND 10 PARKING BAYS FOR THE SASSA NGWELEZANE LOCAL OFFICE FOR A PERIOD OF FIVE (5) YEARS IN THE EMPANGENI CBD AREA

NO BRIEFING SESSION

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

: SASSA KwaZulu Natal Regional Office
Reception Area (Ground Floor)
No. 1 Bank Street
Pietermaritzburg
3201

PUBLICATION DATE : 22 November 2023
CLOSING DATE : 13 December 2023
TIME : 11:00am
TECHNICAL ENQUIRIES : Mr RV Mseleku
CONTACT NUMBER : 033 846 3449
EMAIL ADDRESS : VukaM@sassa.gov.za

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

CONTACT PERSON : Mr LG Shandu
CONTACT NUMBER : 033 846 9532
EMAIL ADDRESS : LuckyGS@sassa.gov.za

Stamp Out Social Grants Fraud and Corruption
Call 0800 60 10 11/ 0800 701 701



*[paying the right social grant, to the right person,
at the right time and place. NJALO!]*

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 33 Du Toitspan Road
Cnr Du Toit Span Road & Phakamile Mabija
Permanent Perm Building
Pietermaritzburg 3201

DESCRIPTION	REQUIRED AT	ADVERT No.	CLOSING DATE
ACQUISITION OF OFFICE ACCOMMODATION OF 479.10M ² AND 10 PARKING BAYS FOR THE SASSA NGWELEZANE LOCAL OFFICE FOR A PERIOD OF FIVE (5) YEARS IN THE EMPANGENI CBD AREA			
NO BRIEFING SESSION		SASSA: 97-23-CS- KZN	13 DECEMBER 2023
VENUE AND PHYSICAL ADDRESS	DATE AND TIME		
N/A	N/A		
<p>NB: Documents are to be downloaded from the website: www.sassa.gov.za / www.etenders.gov.za</p> <p>ENQUIRIES</p> <p>Enquiries may be directed to Manager SCM: Mr L Shandu at (033 846 9532) and or Manager FASS: Mr R V Mseleku (033 846 3449) during office hours (Monday to Friday) 08:00 to 16:00</p> <p>BIDS SUBMISSION</p> <p>Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.</p>			

Advert placement date: 22 November 2023

BID ADVERTISEMENT FORM

Bid Description	ACQUISITION OF OFFICE ACCOMMODATION OF 479.10M² AND 10 PARKING BAYS FOR THE SASSA NGWELEZANE LOCAL OFFICE FOR A PERIOD OF FIVE (5) YEARS IN THE EMPANGENI CBD AREA			
Bid Number	SASSA: 97-23-CS-KZN			
Name of Institution	South African Social Security Agency			
The place where goods, works or services are required	KZN REGION			
Closing date and time	Date	13 December 2023	Time	11:00 am
Contact details	Postal Address	Private Bag X 9146 Pietermaritzburg 3201		
	Physical Address	No 1 Bank Street Pietermaritzburg 3201		
	Telephone	(033) 846 9532	(033) 846 3449	
	Fax	N/A	N/A	
	E-mail	LuckyGS@sassa.gov.za	VukaM@sassa.gov.za	
	Contact Person	Mr L Shandu	Mr RV Mseleku	
Where bids can be collected	Downloaded from the website: www.sassa.gov.za / www.etenders.gov.za			
Where bids should be delivered	No 1 Bank Street Pietermaritzburg 3201 Ground Floor , Tender Box			
Category (refer to annexure A)	General (FASS)			
Sector	Public			
Region	KZN			
Compulsory Briefing Session/ site visit	NO BREIFING SESSION			

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 97-23-CS-KZN	CLOSING DATE:	13 DECEMBER 2023	CLOSING TIME:	11:00
DESCRIPTION	ACQUISITION OF OFFICE ACCOMMODATION OF 479.10M² AND 10 PARKING BAYS FOR THE SASSA NGWELEZANE LOCAL OFFICE FOR A PERIOD OF FIVE (5) YEARS IN THE EMPANGENI CBD AREA				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Lucky Shandu		CONTACT PERSON	Mr Vuka Mseleku	
TELEPHONE NUMBER	033 846 9532		TELEPHONE NUMBER	033 846 3449	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	LuckyGS@sassa.gov.za		E-MAIL ADDRESS	VukaM@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1.	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2.	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3.	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4.	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5.	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6.	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7.	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

DATE:



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

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number SASSA: 97-23-CS-KZN
Closing Time: 11:00 AM	Date: 13 December 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	.....
-	At:	.....
-	Brand and model	.....
-	Country of origin	.....
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	.....
-	Period required for delivery	.....	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	.....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

***Delete if not applicable**

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

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

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

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

Date

.....

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(\mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership		20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership		18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership		16		
B-BBEE Status Level 1 - 2 contributor		14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership		12		
B-BBEE Status Level 3 - 4 contributor		8		
B-BBEE Status Level 5 - 8 contributor		4		
Others (Non-Compliant)		0		
Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.				

Returnable documents to claim points	Please tick below for the attached document
1 B-BBEE Certificate	
2 Sworn Affidavit (EME or QSE)	
3 CSD registration number	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

I hereby undertake to render services described in the attached bidding documents to (name of the institution) **SOUTH AFRICAN SOCIAL SECURITY AGENCY**. In accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SASSA: 66-23-FASS-KZN** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....
DATE:.....	

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



Acquisition of office accommodation of 479.10m² and 10 parking bays for the SASSA Ngwelezane Local Office for a period of 5 (five) years in the Empangeni CBD Area

ACRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
BTU	:	British thermal unit (Air Conditioning)
CIDB	:	Construction Industry Development Board
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
COC	:	Certificate of Compliance Certificate
COIDA	:	Compensation for Occupational Injuries and Disease Act
CPI	:	Consumer Price Index
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
KZN	:	Kwa-Zulu Natal
OHS	:	Occupational Health and Safety Act
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SANS	:	South African National Standards
SASSA	:	South African Social Security Agency
SAPOA	:	South African Property Owners Association
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SDL	:	Skills Development Levy
SMME	:	Small Micro Medium Enterprise
STATSSA	:	Statistics South Africa
VAT	:	Value Added Tax

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA) was established in terms of Section 2 of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). SASSA is a schedule 3A statutory body in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999, as amended), which is responsible for the management, administration and payment of social assistance grants.
- 1.2. The vision for SASSA is to be a leader in the delivery of social security services. In order for SASSA to realize its objectives, amongst others, is the provision of reasonable and suitable accommodation to conduct its activities.

2. BACKGROUND

- 2.1. The SASSA Ngwelezane local office is part of the Umhlathuze Municipality in the King Cetshwayo District of KwaZulu-Natal with a population of 102,161^{conses2011} and 20,439^{consesus2011} household serving approximately 38, 256 SASSA beneficiaries. The local office serves other areas in the Umhlathuze Municipality and rural areas where SASSA does not have any office or service point.

3. DURATION

- 3.1. The required office accommodation is going to be for a period of five (5) years / 60 months from the date of occupation.

4. PROJECT OBJECTIVES

- 4.1 SASSA seeks to enter into a lease agreement with a competent and reputable landlord which has knowledge and experience in the provision of office accommodation to government entity/department.

5. PROJECT SCOPE

- 5.1. The service provider is required to provide office accommodation space preferable on the ground floor of 479.10m² and 10 parking bays, broken down as follows:
 - 5.1.1 Total rentable area for office accommodation on ground floor =479.10 m²
 - 5.1.2 Undercover or covered car parking bays within the site = 4 bays
 - 5.1.3 Undercover or covered car parking bays allocated for people living with disabilities =1 bay
 - 5.1.4 Open parking for 5 bays
 - 5.1.5 Alternative power supply and alternative water supply.

5.2. Office Accommodation for SASSA Staff

<ul style="list-style-type: none">✓ The service provider is expected to provide office accommodation for SASSA staff and public✓ Office space and facility maintenance – refer to scope of requirements Annexure A for office space ;(page10-14)
<ul style="list-style-type: none">✓ The office space must comply with Occupational Health and Safety requirements. The bidders are expected to attach a plan on how the office space will be refurbished/created to meet SASSA requirements within a period of 1 month. The timelines must also be clearly outlined.

6. PROJECT EXECUTION PLAN

6.1. The service provider would have to make the office space as compliant as possible to SASSA's approved office layout Model for the local office (**Annexure C- page 31-32**). It is a requirement that the propose layout for the building tendered be submitted, as well as project plans showing how the service provider will meet SASSA requirements as proposed including the provision of alternative energy supply and back up water supply suitable for the operations of the office.

7 CONTRACT MANAGEMENT RESPONSIBILITIES

SASSA shall:

- 7.1. Provide the successful service provider with reasonable information relating to services required as well as SASSA's approved Local Office Layout model, policies relevant to office accommodation
- 7.2. Grant the successful service provider's appointee access to SASSA's premises for design ideas
- 7.3. Conduct regular compliance inspections in line with the Occupational Health and Safety, Security Requirements and all relevant Regulations.
- 7.4. Comply with the contract and Operational SLA provisions.

The Service Provider shall:

- 7.5. Provide compliant office accommodation (**as per bid specifications**) for the period of the validity of the contract.
- 7.6. Conduct business in a courteous and professional manner.
- 7.7. Provide the necessary documentation as requested prior to the awarding of the contract.

7.8. Comply with all contract and Operational SLA provisions.

8 BID CONDITIONS OF CONTRACT

The only or lowest offer will not necessarily be accepted

- 8.1. SASSA is the sole adjudicator of the suitability of the accommodation for the purposes for which it is required. The Agency's decision in this regard will be final.
- 8.2. The successful bidder(s) shall enter into an agreement with SASSA.
- 8.3. It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended. **An occupancy certificate to this effect must be issued before occupation.**
- 8.4. Drawings/Architects' plan of the accommodation offered must be submitted to SASSA. In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document and SASSA's Approved Local Office Layout Model.
- 8.5. Lettable areas have to be determined in accordance with the South African Property Owners Association (SAPOA) method for measuring floor areas in office buildings.
- 8.6. The commencement date from which rental will be payable or the lease shall begin is subject to the approval of SASSA.
- 8.7. The lease agreement and payment will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
- 8.8. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
- 8.9. The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of SASSA in accordance with the norm document and/or specified and minimum requirements.
- 8.10. SASSA reserves the right to invite bidders that progressed to the functional evaluation phase to present their proposals to the relevant Bid Evaluation Committee.
- 8.11. SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 8.12. SASSA reserves the right to conduct reference checks and site inspections.
- 8.13. The bidder to submit the maintenance plan over the lease period.

- 8.14. The bidder to submit a detailed price structure. The pricing should be strictly done in line with the prescribed template (Annexures D page 34-36).
- 8.15. The price must be inclusive of VAT (if applicable). If the price is not firm for the duration of the contract, this must be indicated clearly in the price template.
- 8.16. SASSA reserves the right to award the bid in whole or partially.
- 8.17. SASSA reserves the right to cancel the bid, should it be required to do so, at any time

9 BID EVALUATION CRITERIA

Bids will be evaluated in terms of the below-mentioned criteria:

STAGE ONE

Phase One: Administrative compliance

Phase Two: Functionality Criteria

STAGE TWO

Phase One: Price and preference points system (80/20)

9.1 Stage One-Phase One: Administrative compliance

Please note that failure to submit the following documents and/or proof may lead to disqualification:

Administrative Compliance requirements
Tax compliant status (Tax Pin Letter/CSD MAAA)
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Certified copy of original Identity Document of each director as per (CIPC) (certified within 6 months). (A copy of a certified copy will not be accepted).
Bidders to sign and initial the Annexure "A", "B", "C" and "D" as attached in the bid document
Fully completed and signed Standard Bidding Document Forms (SBDs).
<ul style="list-style-type: none"> • SBD 1 • SBD 3.1 • SBD 4 • SBD 6.1 • SBD 7.2

9.1.1 Stage one-Phase Two: Functionality Criteria

Bidders must score a minimum of 60 points on functionality. Bidders who score less than 60 points for functionality shall be disqualified and shall not be subjected to the further evaluation.

(Functionality Values)

The functionality evaluation will be conducted using the weighted average method. The table below contains details of the evaluation criterion and the weights of each Functional Requirements component. Criteria below will be evaluated according to the following values: 1=Poor 2=Average 3=Good 4=Very Good 5=Excellent			
Functionality Criteria		Weighting	
Bidders must score a minimum of 60 points on functionality. Bidders who score less than 60 points for functionality shall be disqualified and shall not be subjected to the further evaluation			
Accessibility (Inspection To Be Conducted) Property to be close to major routes and amenities 1,5km from taxi/bus rank Meet entrance and exit requirements (Ingress/Egress) Property on the ground floor Property to meet requirements for people with disabilities (ramps, lifts, etc.)		50%	
<ul style="list-style-type: none"> • All four of the above • Three of the above • Two of the above • One of the above • None of the above 	5 4 3 2 1		
Building Condition(Inspection To Be Conducted) <ul style="list-style-type: none"> • Building in very good condition ,(no renovations needed) • Building in a good condition ,(requiring moderate renovations) • Building in a fair condition ,(requiring minor renovations) • Building in a poor condition ,(requiring major renovations) • Building in a very poor condition ,(not habitable) 			5 4 3 2 1
Maintenance Plan Maintenance plan for the duration of the lease agreement must be provided) Maintenance plan for the duration of the lease agreement must be provided)			15%
<ul style="list-style-type: none"> • Detailed costed maintenance plan submitted • Detailed maintenance plan with cycles but not cost submitted • Detailed maintenance plan submitted with no maintenance intervals • Maintenance plan submitted but not detailed • No maintenance plan submitted 	5 4 3 2 1		
Parking(Inspection To Be Conducted) <ul style="list-style-type: none"> • All 8-10 parking bays within the site a as per requirements • Only 5-7 parking bays within the site as per requirements • Only 3-4 parking bays within the site as per requirements • Only 1-2 parking bays within the site as per requirements • If all parking bays provided but none on site				5 4 3 2 1
Total		100 points	

9.2. Stage Two-Phase One: Price and preference points system (80/20)

Bidders will be evaluated on Price and Preference Points System and **BBBEE Status Level of Contribution**.

Price and Preference Points	100
Price	80
BBBEE Status Level of Contribution (specific goal)	20

Points awarded for B-BBEE Status Level of Contribution (specific goal)

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1-2 contributor with at least 51% black women ownership	20	
B-BBEE Status Level 3-4 contributor with at least 51% women ownership	18	
B-BBEE Status Level 1-2 contributor with at least 51% black youth or disable ownership	16	
B-BBEE Status Level 1-2 contributor	14	
B-BBEE Status Level 3-8 contributor with at least 51% youth or disable ownership	12	
B-BBEE Status Level 3-4 contributor	8	
B-BBEE Status Level 5-8 contributor	4	

Others (Non-Compliant)	0	
------------------------	---	--

Returnable documents to claim points		Please tick below for the attached document
1	B-BBEE Certificate	
2	Sworn Affidavit (EME or QSE)	
3	CSD registration number	

NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or CIPC BBEE Certificate.

Failure to submit a certificate from accredited verification agency or sworn affidavit or CIPC BBEE Certificate substantiating the BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE.

ANNEXURE A

**SCOPE OF REQUIREMENTS
LEASE OF OFFICE ACCOMMODATION**

SCOPE OF REQUIREMENTS
LEASE of OFFICE ACCOMMODATION

Interested property owners/agents who own buildings in existence of office accommodation are invited to submit an offer.

Description
The tender must be accompanied by a sketch plan that indicates; (i) A layout plan which meets the client's need in terms of the approved space and norms. (<i>The sketch plan must be functional; the sketch plan may be redefined at a later stage at the landlord's cost</i>). 1. The floor area of rooms/offices must be indicated on the plan. 2. The minimum floor to ceiling height must be 2400mm <i>unless otherwise specified by the lessee</i> . 3. <i>The sketch plan must be based on the current town planning zoning of the existing premises, municipal regulation (fire, parking, etc.) and National Building Regulations SANS10400.</i>
Confirmation of the rentable area (issued by a registered person), as per SAPOA method of calculating rentable space.
Total rentable area on office accommodation ground floor =479.10 m ²
Covered car parking bays within the site = 4 bays Covered car parking bays allocated for people living with disabilities = 1 bays Open parking bays = 5
The zoning certificate from the local municipality for the tendered building must be provided.
Proof of ownership / sale agreement for the tendered building to be provided.
The entire building must be paraplegic friendly and fully accessible to both staff/personnel and clientele / public, taking note of attached service counters and cashier desk detail specifications and comply with SANS 10400 part S.
The building must be accessible through public transport and must be within the Ngwelezane CBD area Comply with SASSA Corporate Interior Guidelines. Annexure B-1(page 18-31)
Provide professional team for planning and execution of tenant installation and /or construction at the bidders account
The following applicable certifications together with the Local Authority approved tenant installation drawings to be provided prior to the occupation of the building and comply with SANS 10400 requirements including Occupational Health and Safety Act No 85 of 1993 with Regulations: 1. A SAPOA certificate. 2. Electrical compliance certificate. 3. An occupational certificate by the Local Authority. 4. Air-conditioning Certificate with regards to air velocity/fresh air, etc. (if applicable)

GENERAL

In terms of an appropriate layout the following will be considered:

- (i) The provision of natural light and natural ventilation throughout the building will be an advantage.
- (ii) Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building.
- (iii) Ideally buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows.
- (iv) Buildings must be designed to eliminate "sick building syndrome"
- (v) Internal offices without natural lighting must be fitted with viewing panels
- (vi) Allow for 2 hour fire rated doors in server and security surveillance rooms.
- (vii) Install solid door and security locks in cashier and security surveillance control rooms, including inaccessible ceilings
- (viii) The proposed accommodation must be secured. Access to the lease premises must be controlled for SASSA.
- (ix) To avoid traffic jams, ingress and egress into sites must be of a 2 way driveways or controllable.
- (x) The floor to ceiling heights must be indicated by a section through the building. Specific client's requirements must be considered in this regards, e.g., raised Judges' podium with appropriate floor to ceiling heights

ELECTRICAL REQUIREMENTS

The passages must have a 4 x 4 socket outlet every 15 meter in length, mounted flush on the wall

All other rooms must have a least one single socket outlet

Staff Kitchen must have two double socket outlets

Lighting at Reception to have a minimum 500lux

Lighting in offices to have a minimum 300lux

Lighting in Passages to have a minimum 300lux

Lighting in Rest Rooms to have a minimum 100lux

Lighting in Stores to have a minimum 200lux

Lighting in Parking Area to have a minimum 75lux

All exit areas and stairways must have light fittings with a min. of 75lux

Each office /room to have a separate light switch and motion sensor

External lighting must be controlled by a photo-cell

Each floor there must be a lockable distribution board with all circuits labelled(**if applicable**)

In the event we have different clients per building/per floor then each distribution board must be metered

All dedicated socket outlets must be wired via an emergency power supply

Installation of emergency power supply must comply with the Local Municipality Standards

Supply and install an isolator per installation of split- air conditioner

The main (electrical) incoming supply must be metered and this room must be well ventilated and lockable
The load factors must be taken into account in the electrical installation
The entire electrical wiring must comply to the SANS 0412 regulation
All user manuals must be handed over to the agency representative.
The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications and comply with SANS 10400 Part A,A6
A Certificate of Compliance must be issued on completion of the electrical installation
Allow for emergency backup for all dedicated socket outlets and critical equipment's.
MECHANICAL REQUIREMENTS
Air Conditioning
(i) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment.
(ii) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and Standard specifications.
(iii) Design shall be energy efficient and use "Green" refrigerant gas, such as, R410a or approved alternative.
(iv) The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units.
(v) Server Room to have 2x 100% Capacity wall mounted split units for IT protection of server.
Fire Automatic Detection (If applicable)
(1) All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.
Fire Protection Equipment – where applicable
(1) The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be regularly maintained, serviced and tested annually in accordance with the National Fire regulations.
(2) A register of all the fire protection Equipment shall be kept and made available for inspection purposes and should be installed by South African Qualification & Certification Committee (SAQCC) compliant service provider.
Fire Sprinkler Automatic System
(1) The entire rentable space shall be provided with a fully automatic sprinkler system. This shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations. Note: The control systems, water pumps etc. shall all be on alternative backup power supply and should be installed by SAQCC service provider.

Lift – Passenger (Express)

- (1) A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas.
- (2) The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company.
- (3) A Service Record Book containing the details of all repairs, servicing and testing undertaken shall be kept in the lift Plant room and be available for inspection purposes.
- (4) The lift must be blind and paraplegic friendly and be fully accessible.
- (5) The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.

Alternative Energy Supply

In case where electricity is disrupted an alternative power supply source should be in place. Electronic systems becomes ineffective without electricity. The service provider should have alternative power in place to supply the whole office during electricity disruption.

Alternative Water Supply

In case where water is disrupted an alternative water supply source should be in place. When there is no water supply in the office the service is disrupted. The service provider should have alternative water source in place to supply the whole office during water disruption.

Ventilation (Forced)

- (1) The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.

Name of Bidder	Signature	Date

NGWELEZANE LOCAL OFFICE					
SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA (80%)				
	MANAGEMENT				
1	MANAGER - L12	1	12.00	12.00	CELLULAR OFFICE
2	ASSISTANT MANAGER L9	1	10.00	10.00	CELLULAR OFFICE
	ADMINISTRATION			0.00	
3	TEAM LEADER L8	1	8.00	8.00	CELLULAR OFFICE
4	ADMIN OFFICER L7	6	8.00	48.00	OPEN PLAN
5	ADMINISTRATION CLERK L5-L6	12	6.00	72.00	OPEN PLAN
6	ENROLMENT OFFICER (L7)	1	8.00	8.00	OPEN PLAN
7	DOCTORS ASSESSMENT ROOM (L13)	1	14.00	14.00	CELLULAR OFFICE
8	MEETING ROOM	1	12.00	12.00	CELLULAR OFFICE
9	DOCTORS WAITING ROOM	1	18.00	18.00	CELLULAR OFFICE
10	BACK OFFICE	1	16.00	16.00	CELLULAR OFFICE - GRANT PROCESS
11	GENERAL STORE	1	8.00	8.00	SHARED SPACE
12	STATIONERY STORE	1	8.00	8.00	SHARED SPACE
13	TEA KITCHEN	1	6.00	6.00	SHARED SPACE
14	BOARD ROOM	1	27.00	27.00	SHARED SPACE
15	PHOTOCOPY ROOM	1	6.00	6.00	SHARED SPACE
16	SERVER ROOM	1	6.00	6.00	SHARED SPACE
17	REGISTRY	1	16.00	16.00	SHARED SPACE
18	WAITING AREA - 4 step	1	27.00	27.00	Processing area
19	STRONG ROOM	1	12.00	12.00	CELLULAR OFFICE
20	PUBLIC WAITING AREA	1	75.60	75.60	OPEN PLAN
21	FIRST AID ROOM	1	6.00	6.00	CELLULAR OFFICE
21	MAIL ROOM	1	6.00	6.00	CELLULAR OFFICE
	ASSIGNABLE AREA		ASM	421.60	
	NON ASSIGNABLE AREA (20%)			105.40	
	CALCULATION MAINTENANCE DUTY AND STRUCTURAL SPACE				

OTHER ACCOMMODATION					
23	PUBLIC ABLUTIONS - MALE	2			SHARED SPACE
24	PUBLIC ABLUTIONS - FEMALE	2			SHARED SPACE
25	PUBLIC ABLUTIONS - PARAPLEGIC	1			SHARED SPACE
26	PUBLIC ABLUTIONS - BABY CHANGE	1			SHARED SPACE
23	STAFF ABLUTIONS - MALE	2			SHARED SPACE
24	STAFF ABLUTIONS - FEMALE	2			SHARED SPACE
25	STAFF ABLUTIONS - PARAPLEGIC	1			SHARED SPACE
27	SECURITY ROOM	1			SHARED SPACE
	PARKING				
28	LOCK UP GARAGE		0		
29	PARKING BAYS - COVERED		4		
30	PARKING BAYS		5		
31	PARAPLEGIC PARKING BAYS		1		
	TOTAL GUIDELINE AREA			527.00	
	TOTAL GUIDELINE LETTABLE AREA FOR LEASE PURPOSE			479.10	

DETAILS		
Office Name	Ngwelezane Local Office, SASSA	
Desired Locality	Empangeni CBD, KwaZulu-Natal	
Special Finishes	Carpeting in Cellular and open offices. Transit and Ceramic Tiles in common areas including reception area & archives, SASSA Corporate Interior	
	Transport node access = taxi and bus rank less than 500m away from office	

OTHER NEEDS		
Nature of access to the premises		Ramp or/and lifts to be provided for disabled and elderly
Security		Burglar proofing to be complimented by high tech system and guards. The entire premises should be air conditioned.
Air conditioning		To be allowed for in all work areas and offices and to support data cabling and IT telephony.
Power Ducting		The building should allow for the deeping of at least two safes.
Safes		The building should have back up Generator or Alternative back up power.
Back up system	Power supply	The building should have back up for portable water
	Water	

Annexure B-1

SASSA INTERIOR GUIDELINES FINISH



sassa

SOUTH AFRICAN SOCIAL SECURITY AGENCY

CORPORATE INTERIOR GUIDELINES

*{ paying the right social grant, to the right person,
at the right time and place. NJALO!*

OFFICE INTERIOR



By providing a professional image, it is possible to create a work environment that exudes confidence and productivity. It is also an important factor in attracting and retaining top talent. The office interior design process involves a range of considerations, from the layout of the workspace to the choice of furniture and lighting. The goal is to create a space that is both functional and aesthetically pleasing, reflecting the organization's values and mission.

PHOTOGRAPH BY: [unreadable]

SHOP FRONTS
FRONT ELEVATION



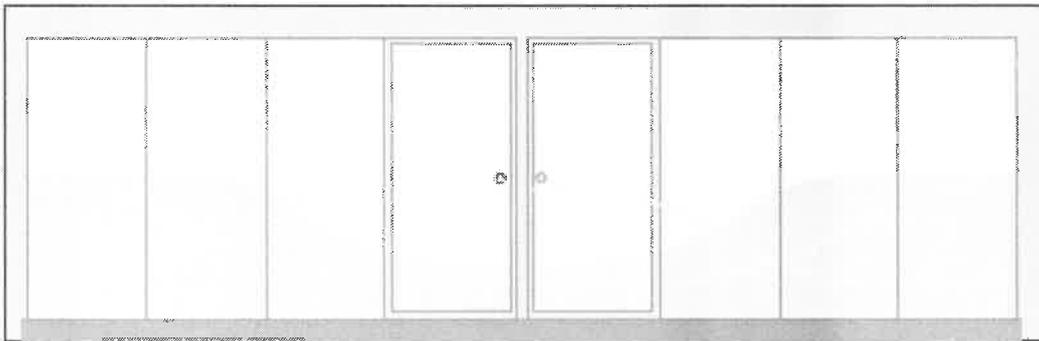
The shopfront elevation is a key element of the typical corporate identity and branding guidelines. The elevation shows how the new shopfronts to be created integrate the 'sassa' brand identity. It also shows how the elevation is designed to be consistent with the corporate culture and identity. The elevation is designed to be consistent with the corporate culture and identity. The elevation is designed to be consistent with the corporate culture and identity.

SCOTT WILSON | DESIGN AGENCY | CORPORATE IDENTITY SOLUTIONS



GLASS BOARDROOMS

FRONT ELEVATION

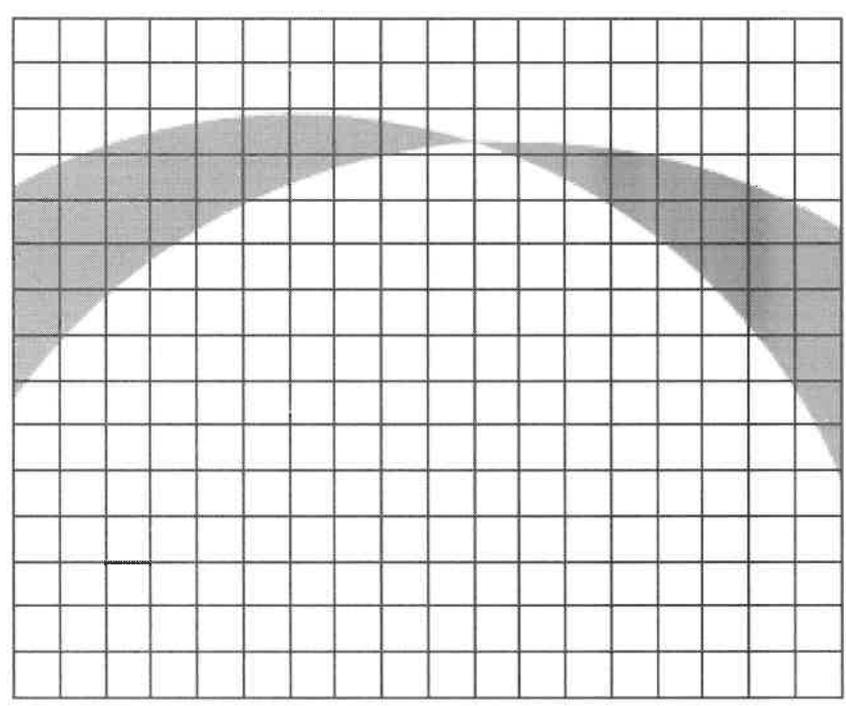


The front elevation of the glass boardroom is a long wall of glass panels with a central double door. The glass panels are made of tempered glass and are held together by a metal frame. The double door is made of glass and has a metal handle. The boardroom is designed to be a modern and professional space.

© 2014 Saudi Arabia Social Security Agency. All rights reserved.

FLOOR PATTERN

PUBLIC AREAS

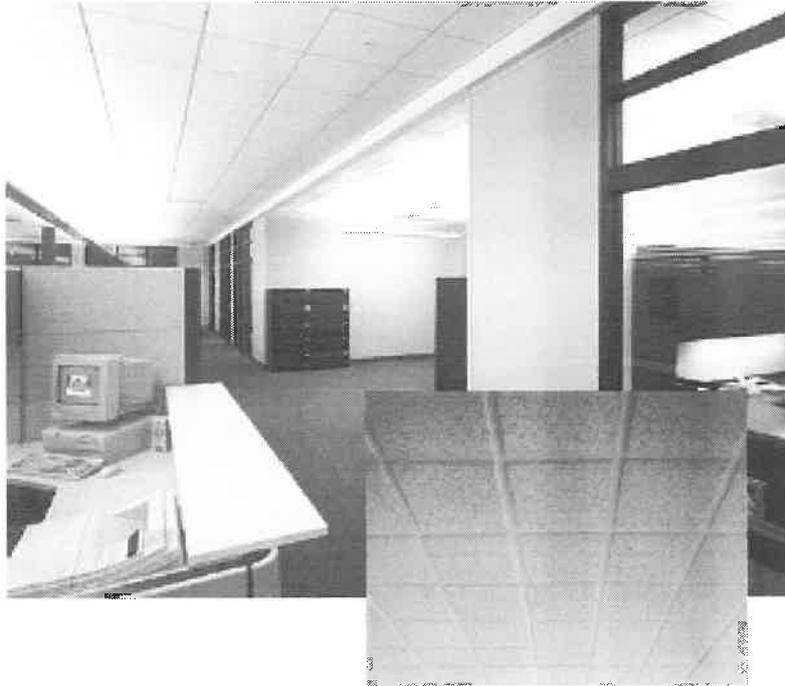


The floor pattern is a grid of 18 units by 18 units. The shaded area is a semi-circle with a diameter of 12 units, centered horizontally. The area below the semi-circle is unshaded.

The floor pattern is a grid of 18 units by 18 units. The shaded area is a semi-circle with a diameter of 12 units, centered horizontally. The area below the semi-circle is unshaded.



CEILING



Use acoustic ceiling tiles in areas where noise reduction is required. Tiles should be installed in areas where noise reduction is required. Tiles should be installed in areas where noise reduction is required. Tiles should be installed in areas where noise reduction is required.

SASSA Corporate Interior Guidelines

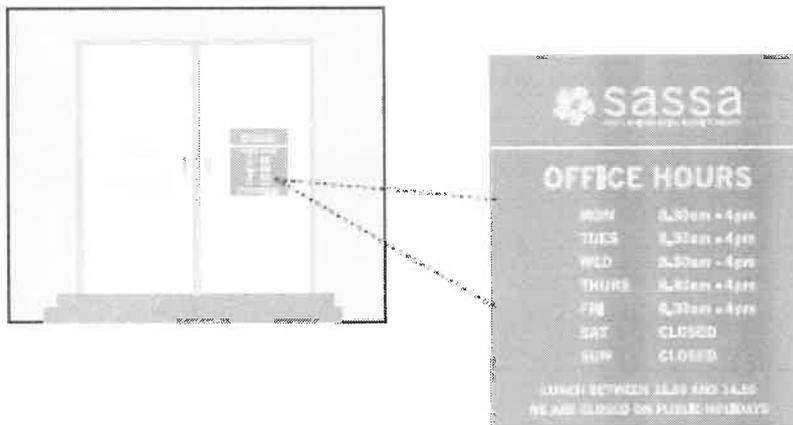
LIGHTING



Lighting intensity is a primary consideration in the design of any space. It is essential to ensure that the lighting is appropriate for the intended use of the space and that it is energy-efficient.

Lighting is a key element in the design of any space. It is essential to ensure that the lighting is appropriate for the intended use of the space and that it is energy-efficient.

BUSINESS HOURS DECALS



The business hours decal appears on the window above.

INDICATORS

	reception 
	enquiries 
	enrolment 

	reception 
---	---

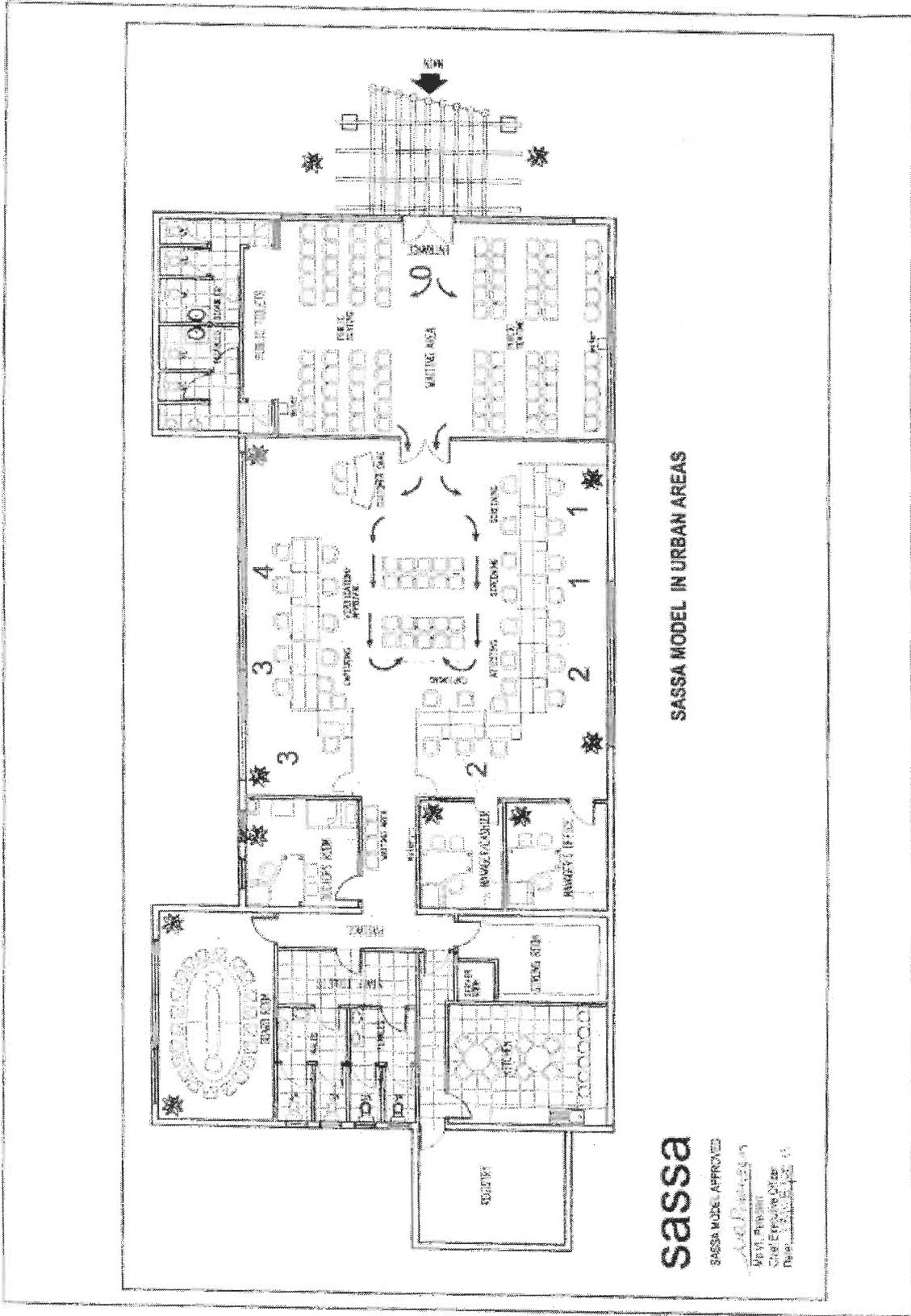
	reception 
---	---

Also approved by the Department of Social Development

SASSA logo and name are trademarks of the South African Social Security Agency

Annexure C

SASSA's approved office layout Model for the local office



Annexure D

Price Template

BID OFFER – OFFICE ACCOMODATION

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

1. ACCOMMODATION PARTICULARS

Name of building	
Area of building	
Market value of building	R
Municipal valuation of building	R
Gross floor area of accommodation	m ²
Date of accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	

2. RENTALS (OFFICES AND PARKING)

	Offices	Parking
Lettable Area	m ²	
Parking bays - covered		
Parking bays - open		
Rental per month	R	R
VAT per month	R	R
Total per month	R	R
Rate per square metre	R /m ²	R each
VAT	R /m ²	R each
Total (1)		
Escalation Rate	%	%
Operating costs (provide details on what costs entail)	R /m ²	
VAT	R /m ²	
Total (2)	R /m ²	
Escalation Rate for OPS if applicable	%	
Total (1+2)	R /m ²	R each
Alteration cost for Lessor (Tenant Installation allowance)	R	

	Year 1	Year 2	Year 3	Year 4	Year 5
Rental payable per year Accommodation	TOTAL AMOUNT				
Rental payable per year Parking					
TOTAL					
TOTAL AMOUNT – TENDED AMOUNT					

3. RESPONSIBILITIES

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (indicate where applicable)

3.1 Services	SASSA	LESSOR	Estimated cost per month
3.1.1 Water consumption			
3.1.2 Electricity consumption			
3.1.3 Sanitary services			
3.1.4 Refuse removal			
3.1.5 Domestic cleaning services			
3.1.6 Consumable Supplies			
3.2 Maintenance	SASSA	LESSOR	Estimated cost per month
3.2.1 Internal maintenance			
3.2.2 External maintenance			
3.2.3 Garden (if applicable)			
3.2.4 Air-conditioning			
3.2.5 Lifts			
3.2.6 Floor covering: Normal wear			
3.3 Rates and Insurance	SASSA	LESSOR	Estimated cost per month
3.3.1 Municipal rates and Increases			
3.3.2 Insurance & increases			
3.3.3 SASRIA Insurance +Increase			
3.4 Other Responsibilities	SASSA	LESSOR	Estimated cost per month
3.4.1 Contract Costs			
3.4.2 Stamp Duty			
3.4.3 Fire fighting equipment			
3.4.4 cost of alterations			

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (indicate where applicable)

Does the building comply with the National Building Regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

4. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fire Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Accessibility Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Health and Safety Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name of owner /dully Authorised representative	Signature	Date
---	------------------	-------------

Bidder's Initials.....

Annexure E

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY LAWS GOVERNING THE
BUILT ENVIRONMENT CERTIFICATE

Bidder's Initials.....

**COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE
BUILT ENVIRONMENT CERTIFICATE**

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

**COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE
BUILT ENVIRONMENT CERTIFICATE.**

I _____ -duly
authorised to represent _____ (the
bidders name) acknowledge that I as _____ shall
ensure that _____ (description of the property in question) complies in
every respect with the requirements of the following Acts, Regulations and By-laws

- (3) Occupational Health and Safety Act, 1992 (Act 85 of 1993)
- (4) The National Building Regulations and Building standards Act, 1977 (Act 103 of 1977)
- (5) The Municipal by-laws and any special requirements of the local supply authority
- (6) The local fire regulation, to guarantee/ensure the health and safety of all SASSA employees occupying this/these premises and the public visiting the premises for business or any other business

I furthermore agree to advise SASSA immediately in writing of any reason I am unable to perform in terms of this agreement and to apply necessary corrective measures.

Name of owner /Dully Authorised representative	Signature	Date

1. Witness

Name of witness	Signature	Date
Name of witness	Signature	Date

Bidder's Initials.....

ENQUIRIES

For more information please contact the following persons:

Technical Enquiries:

Mr. V Mseleku

(033) 846 3449 (t)

vukam@sassa.gov.za

Bid Enquiries:

Mr L.G Shandu

(Tel: 033 846 9532(t)

LuckyGS@sassa.gov.za

DEPOSIT/RETURN OF BID DOCUMENTS

- a) Telegraphic ,telephonic, telefax, facsimile ,electronic and/or late tenders will not be accepted
- b) Requirements for sealing, addressing, delivery and assessment of tenders are stated in the bid document
- c) All tenders must be submitted on the official forms,- (not to be re-typed)

DEPOSITED IN THE TENDER BOX AT

SASSA BUILDING

GROUND FLOOR (RECEPTION)

NO 1 BANK STREE (CORNER OF PIETEMARIRTZ STREET AND BANK STREET)

PIETERMARTIZBURG

Bidder's Initials.....

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.