

REQUEST FOR PROPOSALS FOR:
OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISETA IN THE
TSHWANE AREA FOR A PERIOD OF THREE (3) YEARS

TENDER NO: AGRISETA/07/2021

Closing date and time: 08 February 2022 at 11:00 am

Bid Validity Period: 120 days

TENDER BOX ADDRESS:

AgriSETA House

529 Belvedere Street, Arcadia, 0083

P O Box 23378, Gezina, 0031

TEL: 012 301 5600

EMAIL: quotations@agriseta.co.za

WEBSITE: www.agriseta.co.za

ABBREVIATIONS

SANS	South African National Standards
SABS	South African Bureau of Standards
HVAC	Heating Ventilation and Air Conditioning
COC	Certificate of Compliance
OHS	Occupational Health and Safety
SANS	South African National Standard
MPSS	Minimum Physical Security Standards
ICT	Information Communication Technology
UPS	Uninterrupted Power Supply
SAPOA	South African Property Owners Associations
CPI	Consumer Price Index

1. INTRODUCTION

AgriSETA is listed under Schedule 3 Part A of the PFMA as a public entity, enabling a skilled and prosperous Agricultural sector. The entity is enacted through the Skills Development Act of 1997 Chapter 3, Section 9.

Various Legislations are also applicable in the business operations of the SETA, such as the following:

- Higher Education Act, 1997 (Act No. 101 of 1997) (HE Act)
- National Student Financial Aid Scheme Act, 1999 (Act No. 56 of 1999) (NSFAS Act)
- National Qualifications Framework Act, 2008 (Act No. 67 of 2008) (NQF Act)
- Skills Development Levies Act, 1999 (Act No.9 of 1999) (SDL Act)
- Public Finance Management Act
- All related Regulations of this Acts
- National Treasury Regulations
- National Treasury Frameworks for Strategic Plans (SP) and Annual Performance Plans (APP)

NON-COMPULSORY BRIEFING SESSION:

A non-compulsory briefing session will be held on 19 January 2022 at 11: 00 am via webinar address: <https://agriseta-co-za.zoom.us/j/96556537253?pwd=ekZKek9CaHFwbTZlUjVoaiswaVI3Zz09>
Passcode: 850232

SUBMISSION OF PROPOSALS

Bidders must submit one (1) original, two (2) copies and one (1) soft copy (in a memory stick) of their bid proposal. Price Proposals must be submitted separately from the technical proposal for the attention of:

Name: SCM Manager
Email: quotations@agriseta.co.za
Physical Address:
AgriSETA Offices
No: 529 Belvedere Street Arcadia
Pretoria
0001

2. GENERAL REQUIREMENTS

- 2.1 AgriSETA requires proposals for Grade A or Higher-Grade rental office space of between 3 400 m² - 3 500 m² in Tshwane within a maximum radius of 15 kilometres from the current office, situated at AgriSETA House, 529 Belvedere Street, Arcadia, Tshwane 0083. The preferred location should be accessible by public transport as well to people with disability.
- 2.2 AgriSETA requires occupation of the facility between 01 April 2022 to 01 May 2022. Any alteration/renovation (if any) must be completed prior to the occupation date between 01 April 2022 to 01 May 2022.
- 2.3 The service provider shall appoint all relevant Construction Contractors and Consultants for the building upgrade to suit AgriSETA requirements.
- 2.4 The service provider shall provide a project plan for the completion of Tenant Installation as well as manage on behalf of AgriSETA timelines, cost, and quality attribute of the project.
- 2.5 The Service Provider shall handover the building with an approved occupancy certificate from the council, COCs (Certificate of Compliance) and as built drawings and manuals. IT and data installations must be conducted with AgriSETA ICT department, and all installations must be approved by AgriSETA ICT department. The work to be done in accordance with the relevant ICT standards.
- 2.6 The service provider shall provide minimum of four (4) weeks beneficial occupation period for AgriSETA to conclude the move in the official post practical handover.
- 2.7 The toilets accessories to be provided by the Service Provider must have Towel Dispenser, Seat Wipe Dispenser, SHE Bins, Hand Soap Dispensers, Automatic Air Freshener and Auto Janitors.
- 2.8 The building and office space must be completed as per AgriSETA requirements and ready for occupation between 01 April 2022 and 01 May 2022.

3. SCOPE OF THE PROJECT/SERVICES

The Service Provider is required to have full understanding of the Property Industry, therefore providing the best suited premises as per AgriSETA requirements stipulated below under table 1.

Building Classification (G1) will be stipulated as per the area and will be in line with the National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977), as amended (SANS 10400). Office premises must comply with the Occupational Health and Safety Act No. 85 of 1993 as amended (OHSA).

The bidder should provide space for AgriSETA in accordance with the Space Planning norms and Standards for office accommodation prescribed by the Department of Public Works Notice 1665 of 2005.

The premises should make provision for the following:

Function Requirements	Space requirements	Size per m ²	Quantity	Total Space (Total Construction Area)	Office Specification
OFFICE OF THE CEO					
Top Management	Chief Executive Officer (CEO)	30 m ²	01	30 m ²	Soundproof enclosed office, with dry wall and glass panel. Security system. Inter-leading door to the executive boardroom and PA's office. High level security doors.
Personal Assistant to CEO	Personal Assistant to CEO	16 m ²	01	16 m ²	Office linked to the CEO's office
Middle Management	Chief Risk Officer	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	Chief Information Officer	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable

					partitioning and glass panel.
Middle Management	Manager Office of the CEO	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	Company Secretary	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	ICT Lead Specialist: Business Analysis	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	ICT Lead Specialist: Infrastructure	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer: IT	16 m ²	01	16 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer: Manager of the CEO	16 m ²	01	16 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Company Secretary Assistant	08 m ²	01	08 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.

Server room	Server room	25 m ²	01	25 m ²	Room – Solid wall, no windows
UPS Room	UPS Room	12 m ²	01	12 m ²	Room
EDUCATION TRAINING AND QUALITY ASSURANCE					
Executive	Executive ETQA	25 m ²	01	25 m ²	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: Quality Development, Compliance and Quality Assurance	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (Accreditation, Qualification and Verification & Capacity Building)	16 m ²	03	48 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer (Accreditation, Evaluation, Certification, Capacity Building, Monitoring, Achievements and RPL)	16 m ²	07	112 m ²	Open space – 1200 mm high cluster partitioning.
ETQA Strong room	ETQA Storeroom	20 m ²	01	20 m ²	Room with concrete wall, no windows and fireproof steel door.
HUMAN RESOURCES MANAGEMENT					
Executive	Executive Manager Human Resources	25 m ²	01	25 m ²	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: Human Resources	20 m ²	01	20 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (HRP	16 m ²	04	64 m ²	Enclosed office, use full

	X2, HR and Facilities)				height acoustic demountable partitioning and glass panel.
Officer	Officer (Security Officer, Hygiene Officers X3 and Maintenance Officer /Driver)	16 m ²	05	80 m ²	Open space – 1200 mm high cluster partitioning.
Facilities Storeroom	Facilities Storeroom	20 m ²	01	20 m ²	Room
Human Resources Storeroom	Human Resources Storeroom	20 m ²	01	20 m ²	Room
Sick Bay Room	Sick Bay Room	16 m ²	01	16 m ²	Room
Cleaners Room with lockers (Male and Female)	Cleaners Room	08 m ²	02	16 m ²	Room
LEARNING PROGRAMMES AND PROJECTS					
Executive	Executive Manager: Learning Programmes and Projects	25 m ²	01	25 m ²	Enclosed office, with dry wall and glass panel.
Middle Management	Manager (Artisan Development, Rural Development, and Learning Programmes)	20 m ²	03	60 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (Artisan Development and Administration X2)	16 m ²	03	48 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers Regional (KZN, MP, EC, PLK, FC AND NC, NW AND GP, and WC)	16 m ²	01	16 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer (Artisan Development, Rural Development, Documents	08 m ²	14	112 m ²	Open space – 1200 mm high cluster partitioning.

	Verification, Verification and Certification, Bursaries, AET, Graduate Management, New Bursaries X2, Assistant Manager Administration, Learnership 18.1, Learnership 18.2, Learnership 10.1 and 18.2 and Business Venture Creation and Commodity ORG.				
FINANCE AND SCM					
Executive	Chief Financial Officer	25 m ²	01	25 m ²	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: (Finance Manager, SCM Manager and Management Accountant)	20 m ²	03	60 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (SCM, Expenditure, Reporting and Revenue and Assets)	16 m ²	04	64 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officers	08 m ²	09	72 m ²	Open space – 1200 mm high cluster partitioning.
SKILLS PLANNING					
Executive	Executive manager: Skills Planning	25 m ²	01	25 m ²	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: (Mandatory Grants, MarCom and RME)	20 m ²	03	60 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.

Assistant managers	Assistant Managers (Reporting, Mandatary, Marketing, ME, Research, ME X2)	16 m ²	07	112 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer (Data Capture X2, Evaluations X2, Mandatory Grand X2, Marketing X2, Research X2, Officer)	08 m ²	11	88 m ²	Open space – 1200 mm high cluster partitioning.
Officer	Reception/Security and waiting area	100 m ²	01	100 m ²	Open space to accommodate security check point, Turnstiles, X-ray Machines and Scanners
Boardroom (Soundproof)	Executive Boardroom linked to the CEO's office	60 m ²	01	60 m ²	Concrete wall, Reinforced ceiling, Soundproof including serving area with counter
Pause Room	CEO Pause Room	16 m ²	01	16 m ²	Room
Main Kitchen	Main Kitchen	50 m ²	01	50 m ²	Kitchen facilities with built-in cupboards and Hydroboil
Kitchen	Kitchen	20 m ²	02	40 m ²	Kitchen facilities with built-in cupboards and Hydroboil
Pause Area	Pause Area	60 m ²	01	60 m ²	Kitchen facilities with built-in cupboards and Hydroboil
Boardroom (Soundproof)	Boardroom	40 m ²	02	80 m ²	Boardrooms
Boardroom (Soundproof)	Boardroom	100 m ²	02	200 m ²	Boardrooms that can be merged to create a larger one

Security control room	Security control room	16 m ²	01	16 m ²	Security system/Access controlled room. Brick and mortar wall/reinforced ceiling, no windows (SANS 1263-part 3 class RB). Bathroom and one kitchenette. Fire systems SANS 10400 section T) Security illumination.
Auditor's offices	Assistant Managers	16 m ²	02	32 m ²	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Change room including showers (Male and Female)	Change room	16 m ²	01	16 m ²	Change Room
SCM Storeroom	SCM Storeroom	20 m ²	01	20 m ²	Room
Print Stations	Print Stations	09 m ²	07	63 m ²	Open spaces
Common Areas	Common Areas	951 m ²	Total	1251 m ²	Common Areas
Total				3 500 m ²	

Table 1. AgriSETA space requirements

The bidder will ensure that open-plan offices which will be made available, will accommodate a maximum of 52 officials (416 m²) at a time.

4. OFFICE PROPERTY

4.1 Office Property

Provision of space including but not limited to office accommodation for AgriSETA.

Office space	SANS 10400
Facilities for persons with disabilities	SANS 10400 Part S

4.2 Building Regulations and Compliance

The leased premises existing shall comply with the latest local council by-laws and the National Building Regulations. Any program to prepare the premises to be legally compliant must be submitted as part of the required returnable documentation.

4.2.1 Parking

A total of 88 parking bays are required with at least 80% (70) as covered parking and the 20% (18) being shaded parking. Should the landlord not be able to provide all 88 parking bays in the same building that is going to be occupied, the alternative parking may not be more than 500 m away from the building provided. The parking space should be of the same standard as the office parking provided by the landlord.

The parking bays should not be less than 5000 mm in length and 2500 mm in width. The distance between bays should allow for vehicles to reverse with a minimum dimension of 7500 mm for 90 degrees parking, 4800 mm for 60 degrees parking, 3800 mm for 45 degrees parking and 3500 mm (side back-out) for parallel parking. Paraplegic parking bays should be as per SANS 10400 – Part S (3500 mm x 5000 mm).

The below must apply for disabled parking bays:

- Parking for disabled users must be located close to the entrance of the building/s, on a level surface.
- Provide a minimum of 1/200 disabled parking bays as per SANS 10400 – Part S.
- Parking must be clearly demarcated for the use by disabled persons only.

5. AGRISITA FACILITIES STANDARD

5.1 HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM

The ventilation of the building must be in accordance with requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and SANS 10400. The premises must be fully air-conditioned, with all the maintenance being the responsibility of the bidder. The ambient temperature of all centralised air-conditioning units required will be 22°C. (Minimum variance 2°C up or down).

Split units or separately regulated air-conditioning units may be installed in cellular offices, meeting rooms (4 seaters – 12 seaters) and common areas.

The air-conditioning installation/units must have a remaining life expectancy of the lease term. A Mechanical Engineer's assessment report in this regard must be submitted with the Request for Proposal (RFP). Provisioning must be made for the air-conditioning to be on a timer mechanism. Air-conditioning in the server room should not be centralised but have a separate controller.

5.2 TOILET FACILITIES

The landlord must provide a fully functional and/or refurbished ablution facilities (to the satisfaction of AgriSETA) as per SANS 10400 Part P – DRAINAGE to accommodate 105 employees. The facilities should be for both Ladies and Gents and people with special needs.

5.2.1 Sanitary Fixtures for Building (SANS 10400-1990)

A waterproof vanity slab (or similar and approved vanity top) around all basins and a mirror to comply with SANS standards. Hot and cold water as per SANS 10252 (SABS 0252-2) to be provided on each basin.

5.2.2 People with Disabilities

People with disabilities have a right of access to the facilities and services that the building offers in any location. Access must be provided to the site and building as well as to every facility in the building. (SANS 10400 Part S).

Toilet facilities for people with disabilities (employees and visitors) must be provided for, according to the National Building Regulations, SANS 10400 Part S – Facilities for persons with disabilities, all facilities for people with disabilities to be approved with grab rails. It must also be noted that AgriSETA is committed to providing amenities to people with disabilities.

- Maximum allowable travel distance to disabled WC from every point in the building should not exceed 200 m.
- All dimensions and set out to comply with SANS 10400-part S.

5.3 WATER SUPPLY

The municipal water supply to the premises shall be metered separately from other tenants. The facility to allow for a backup of water to be used for at least eight (8) hours of normal use at the required pressure.

5.4 ELECTRICAL SUPPLY

The electrical power supply shall be metered separately and there must be a power factor correction equipment in place. The relevant Municipal Authority shall also confirm the power supply stability. The installation is to comply with all relevant regulations and by-laws. Sufficient power supply must be provided to increase demand at peak times up to 20% of normal use.

5.4.1 Standby/Emergency Power Supply (Generator)

The building should come with a backup diesel electric generator with capacity to power up the whole building and it is the responsibility of the landlord to ensure that there is fuel every time.

5.4.2 Power Points

Power points to be provided as per AgriSETA requirements and in accordance with the SANS 10142.

- In offices: one normal plug and one red dedicated plug.
- The total amount of power points to be provided in the office space to accommodate the number of officials (105) as per the organisational structure.
- Single-phase 15 Amp socket outlet in passages and operational areas shall be provided for cleaning and maintenance tasks and shall be wired separately from the power supply to the main operational areas. The minimum distance for the repetition of these points should not be less than 15m.

5.4.3 Uninterrupted Power Supply (UPS) Requirements

The Uninterrupted Power Supply system must be provided by the landlord, including its network, equipment, and electrical connections. The areas to be supplied by with UPS to be determined during the tenant installation process.

5.4.4 Emergency Power – Configuration

The entire leased premise to be fully functional during any power failure via standby generator(s). The capacity of the generator and electrical design/installation must provide for the requirement. Generator to power Lifts, Emergency lights, water tanks and the red plugs.

5.4.5 Lightning Protection

The building shall have sufficient lightning protection, in compliance with SANS 10313: 2012 – Protection against lightning – Physical damage to structure and life hazard.

5.4.6 Lighting

All interior lighting shall conform to SABS 0114 – 1:1996 and SANS 10400 Part O – Lighting and Ventilation, for building classification G1.

Light positions should be co-ordinated with the office layout, with a degree of flexibility. Lux levels to comply with OHS Environmental Regulations.

- Lighting to comply with SANS 10144 – 1:2005 Edition 3 for interior.
- SANS 10144 – 1:2005 Edition 3 interior lighting Part 1: Artificial Lighting of interiors.
- SANS 10144 – 2:2009 Edition 1.2 Part 2: Emergency lighting.

Lighting levels on stairways and in corridors/routes, both internally and externally, are an important part of safe vertical circulation, along with nosing on stairs and handrails.

All means of escape routes, which are route that are normally unfamiliar to building users, require adequate lighting to find and locate the exit.

5.5 FIRE PROTECTION AND RISK MANAGEMENT

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10400 Part T – Fire Protection. It will be required that a

complete Automatic Sprinkler Inspection Bureau (ASIB SA) report be submitted, along with other information regarding fire compliance. Provision, Certification, continuous maintenance of the installation and equipment will be the responsibility of the landlord for the duration of the lease period. Annual servicing of the firefighting equipment is the sole responsibility of the bidder.

5.6 VERTICAL MOVEMENTS FOR OFFICE SPACE

5.6.1 Stairs

Stairs should allow free and easy flow of staff and clients. The minimum width for the stairway will be 1200 mm. If a stairway forms part of an escape route, such stairways shall comply with SANS 10400 Part T 4.23.

5.6.2 Lift (s), hoist, and Escalators Maintenance Contract

The offer shall at full occupation provide for the rand value including VAT of an anticipated or actual maintenance contract, per lift or hoist, and shall be certified by an Independent Lift Engineer as a fair maintenance cost. The maintenance cost will be the responsibility of the landlord. The maximum turn-around time to attend occupied stop or break down to be 30 minutes and one (1) hour for unoccupied stops.

5.7 CARRYING CAPACITY OF FLOORS

The bidder shall issue a certificate, signed by an Independent Professional Engineer (Registered with Engineering Council of South Africa: ECSA) confirming the carrying capacity of such areas. The certificate will only be required once a bid is elected to be approved or as an additional information upon request from AgriSETA.

5.8 ACOUSTIC AND NOISE FOR OFFICE SPACE

All outside noise shall be reduced to an agreed acceptable level that allows people to perform their functions in compliance with relevant Acts, Regulations and Municipal by-laws.

5.9 ACCESSIBILITY TO THE BUILDING

The building shall accommodate disabled people and comply with SANS 10400 Part S and other relevant acts, regulations municipal by-laws.

6. RATES

6.1 RATES AND MAINTENANCE

Rental rates and operational charges shall also include all future maintenance required to keep the building operational and shall be adjusted annually on the adjustment date.

Rates shall also include maintenance of the exterior of the premises/building. This shall include at least but not limited to the following.

- Windows
- Roofs
- HVAC including diffusers inside

- Lightning protection
- Plumbing
- Common area electrical reticulation
- Grounds and gardens
- Stormwater
- Parking; washing the external windows and facades and
- Generator maintenance

AgriSETA will be responsible for, subject to the above listed items, the cleaning of the interior of the premises.

The offers shall include bidder's plans for the provision of the security to the premises. The supply of additional security installation shall be the responsibility of AgriSETA.

6.1.1 Adjustments

Unless otherwise indicated, the annual escalation of the rental and operating charges shall be market related. The escalation rate will be subject to negotiations between AgriSETA and the successful bidder.

6.1.2 Variation to the Rate

The offer to specify all variations to the rates and a complete list of allowances must be provided to AgriSETA.

7. STANDARD SPECIFICATIONS

7.1 SANS SPECIFICATIONS

The accommodation offered shall comply at a minimum to the laws and local authority requirements and

7.1.1 Occupational Health and Safety Act

The premises/building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended and the latest issue of SOUTH AFRICAN BUREAU OF STANDARDS (SABS): "Code of Practice for the Wiring of Premises" before occupation of the building.

7.1.1.1 Codes of Practice – Interior Lighting SABS 01141996 – Part 1

7.1.1.2 The National Building Regulations and Building Standards Act 1997 (Act 103 of 1997), as amended (SANS 10400)

7.1.1.3 The municipal by-laws and any special requirements of the local supply authority

7.1.1.4 The local fire regulations

7.1.1.5 Lightning protection: SANS 10313

7.1.1.6 Lifts, escalators, and passenger conveyor regulation

Copies of certificates confirming compliance to the above legislative requirement must be submitted together with the bidder's response to this bid and the successful bidder must comply with the above requirements before occupation of the building.

8. ADDITIONAL REQUIREMENTS

- 8.1 In walking distance (less than 1000 m) of the public transport.
- 8.2 The building must be clearly visible from major local traffic routes
- 8.3 Unimpeded entrance to the public area from the street level
- 8.4 Close proximity of public parking facilities and retail banking and other commercial nodes
- 8.5 Ground floor coverage and suitability for functional operations
- 8.6. Available space on the ground floor for administration and intake
- 8.7 IT server room of 25 m² with Air-conditioning.
- 8.8 Provision of an archive facility for document filing.

9. SPECIAL CONDITION OF TENDER

The following certificates will be required to be submitted before occupancy:

- Occupation Certificate
- Energy Efficiency Certificate (If applicable)
- Structural Engineering Report (Not older than five (5) years)
- Certificate of Compliance (Plumbing)
- Fire Detection Certificate
- COC Fire Installation, Fire Protection and Fire Equipment
- Waterproofing Guarantee
- Glazing Certificate
- Certificate of Compliance (Electrical)
- Certificate of Compliance HVAC, Bidders must provide proof of functionality by a registered engineer and an air quality certificate prior occupation
- Lift(s) SANS – Comprehensive Report
- A minimum of 10 000L reservoir with pressure pump which cater for a minimum of one (1) hour to a maximum of twenty-four (24) hours in case of water outage.

10. TENANTS INSTALLATIONS REQUIREMENTS

The bidder must provide the following documentation that will form part of the required returnable documentation:

- As built drawings for the building (Approved by the municipality). All floors to be shown, including any basement parking.
- A detailed conditional assessment of the building, indicating the condition of the floors, ceilings, walls, roofs, glazing, existing condition of the HVAC and life expectancy of the units, firefighting equipment, parking,
- The bidder at own cost will make sure that the HVAC of the building complies with all requirements after AgriSETA has provided space needs. The cost will be for the bidders and not form part of the Tenant Installation amount made available by the successful bidder.
- The condition of the floor finishes in common areas should be in good condition. The bidder shall make sure that the floor finishes are usable, and the cost for

fixing of the floor finishes should not be allocated on the Tenant Installation provision to be made by the successful bidder.

- The Prospective Bidders to provide own Space Planner and Project Manager for the Tenant Installations.

11. TENANT INSTALLATION ALLOWANCE

The Installation allowance provided by the successful bidder shall be adequate to install the premises in accordance with AgriSETA requirements.

The bidder shall deal with the installation of the premises, including the provision of floor coverings, dry-walling, wall coverings, doors, and ironmongery thereto, and VAT; limited to a maximum of the rate specified.

The bidder should consider the space planning exercise that will be required, and the tenant installation allowance should be that it will not require cost overruns. Furthermore, the bidder to ensure that their tenant installation amount accommodates and includes all costing for the entire tenant installation based on all the tenant installation needs as per the provided requirements and functional floor layouts.

The tenant installation (from the inception to beneficial occupation) should be completed before occupancy takes place.

Provision should be made for the following:

Tenant installation amount should be aligned taking into consideration the following specification:

1. Walls (demarcations of spaces)

a. Dry walling for offices

The Tenant Installation Amount should be able to accommodate the dry walling for offices as indicated in table 1 to accommodate 105 employees.

i) Fire rated plaster boards (1hr) manufactured in accordance with the latest edition of SANS 266:2003 edition 2.2 consisting of aerated gypsum core with suitable additions fibreglass stands and unexfoliated vermiculite bonded to durable paper liners.

ii) The framework of the drywall systems shall be manufactures of galvanised steel as recommended by the manufacturer.

b. Meeting rooms and boardrooms

Provision for glazed panels for meeting rooms to be considered with the following:

- i) Safety glazing as per SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the marking is visible in individual panes after installation.
- 2. Floor Covering
 - a. Closed offices, Open plan offices, boardrooms and meeting rooms, common areas (passages, lobbies, waiting, reception, etc.), and filing room and boardrooms
 - i) 600mm x 600mm non-slip Porcelain floor (or similar approved) tiles laid. Allow for excellent quality porcelain tile adhesive and tile grout as recommended by the tile supplier.
- 3. Doors and Ironmongery
 - a. Closed Offices and Open Plan Offices
 - i) 2400 x 813mm (or Similar and approved) semi-solid fire rated door with door furniture (Ironmongery) included, for partition wall and brick wall where applicable.
 - b. Boardrooms and meeting rooms
 - i) Safety glazing door as per SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the marking is visible in individual panes after installation.
 - c. Filing room(s)
 - i) One (1) and half leaf doors (or Similar and approved) semi-solid (1 hour) fire rated door furniture (Ironmongery) included, for partition wall and brick wall where applicable.
- 4. Wall Covering
 - a. Closed offices, open plan offices, boardroom and meeting rooms, common areas (passages, lobbies, and waiting areas incl. Reception Area)
 - i) Walls to be painted with two (2) coat durable and washable paint as per manufacturer's specification.
- 5. Entrance and reception areas

Provide a dedicated reception area at ground floor/entrance areas. In addition, a small reception area can be provided on the floors where public will be received accompanied by a small waiting area.
- 6. Access routes

Provision of an accessible route from the site/building entrance or drop-off areas to main entrance of the building must be provided as per SANS 10400 Part S. The width of the access route should be determined by the amount of user, as well as stipulations from SANS 10400, Part T.

Description	Width of Access
High Traffic Area	1800mm
Medium Traffic Area	1500mm
Low Traffic Area	1200mm
Recommended minimum width	1000mm
Minimum width	900mm

7. Doors and Walkways

- a. Passages/Walkways to be minimum of 1200mm wide for the wheelchairs to pass each other, or where it is not possible frequent intervals must be provided where wheelchairs are able to pass each other.
- b. Where wheelchairs need to change direction allow for 1500mm turning circle as per SANS 10400 Part S.
- c. Doorways should be a minimum of 813mm, however the 900mm door is preferable for ablutions, and one-and-half leaf door/double door for high access areas like auditoriums, multi-purpose areas, etc.
- d. Any handle fitted to a door leaf of any door in emergency route, feeder route or toilet facility for use of disabled persons shall be of lever type and be installed at a height of not more than 1200mm above floor level.
- e. Any difference in level of the surface of a floor at any threshold shall not be more than 15mm.

12. ADDITIONAL SCOPE OF WORK AND DELIVERABLES

The proposal submitted by the bidders must include the following AgriSETA requirements:

12.1 The Lease Period Agreement

- The lease will be for a period of three (3) years with an option to extend the contract.
- The fixed total bid price must be provided for a period of three (3) years
- A detailed cost per item (schedule) must be provided (Rent, Operational Cost, Parking, Storage etc.)
- The rental rate must preferably be in line with SAPOA rates for the area and escalation must preferably be aligned to annual CPI.

The requirements for the area:

- The Office Space must be within 15km radius of the current office building situated at **529 Belvedere Street, Arcadia and within the Tshwane region**
- Proximity to public transportation, bus stop and amenities such as shopping centres and banks, accessibility to the main road for easy access by both public/stakeholders and staff.

12.1.1 Back up water supply in case of municipal water disruption sufficient for 24 hours supply

12.1.2 The space(s) on offer must have its own electric distribution board(s) and an up-to-date Certificate of Compliance (COC) must be available at inspection (should the building be selected)

12.1.3 The building must have existing fire detection and prevention services or make provision for these in compliance with Part T of SANS 10400 (This part of SANS 10400 provides deemed-to-satisfy requirements for compliance with part T (Fire Protection) of the National Building Regulations) (should the building be selected).

12.1.4 Ablution facilities for male, females and paraplegic must be available on every floor level and must be compliant to applicable legislation both in size and quantity or the building (space) must allow for either existing toilets to be converted or new ones to be erected for people with disability on each floor.

12.2 The requirements for safety and security include:

12.2.1 All safety equipment must be serviced and up to date (e.g., firefighting equipment) as per the Occupational Health and Safety (OHS) and South African National Standard (SANS) legislative requirements.

12.2.2 The building should allow for more than one entrance/exit by staff, clients, and service providers

12.2.3 The building must provide adequate security measures (such as electric fences and or boundary wall, etc.)

12.3 Lessor / landlord must provide:

12.3.1 Inclusive in Rent/Operational costs

12.3.1.1 The lease will provide for a Service Level Agreement (SLA) between the lessee and lessor / landlord, with specific timelines for all calls related to the obligations by the lessor / landlord

12.3.1.2 The lease offered must provide for air-conditioning thereof as part of the lease

12.3.1.3 The building should, as a minimum have the following installation:

- a) ceiling boards throughout,
- b) double cable trays,
- c) basic electrical reticulation including Uninterrupted Power Supply
- d) lights (energy saving bulbs),
- e) base coat painted walls, and
- f) air conditioning

12.3.1.4 The Lessor / landlord must offer a tenant installation allowance; such allowance must exclude the items listed above.

12.3.1.5 Pricing must be per square metre (gross rentals) and indicate all other cost on a per item basis.

12.4 Occupation Date

12.4.1 The building should be completed and ready for occupation by 01 April 2022. The prospective lessor will be required to grant the lessee an opportunity to effect renovations and installations to the building prior to the occupation date.

13.LOCATION SUITABILITY

The proposed buildings must be in Gauteng, Pretoria within parameters mentioned below:

Item	Description	Requirement
1	Location	15 kilometres radius of 529 Belvedere Street, Arcadia, 0083
2	Property type	1.1.1 A stand-alone property or Office Park
3	Space	Minimum office space of 3500 square metres, which allows alteration to suit AgriSETA' s requirements
4	Lease duration	Three years, starting 01 April 2022 to 31 March 2025
5	Staff complement	105

6	Parking for staff and members and stakeholders	Minimum of eighty-eight (88) covered or shaded parking bays, including visitors and disabled parking
7	Boundaries and conditions	- Reasonable proximity of the public transport/routes - Located in general safe area where officials will not be at risk when leaving office after hours - Less than 15km of public transport, preferable within 2km to 15km of major public hubs such as taxi ranks, bus station and train station - Accessibility of premises, building and facilities for disabled persons - Compliance with National Building Regulations and Standards Act as well as the Occupational Health and Safety Act
8	Ablution facilities	Male and Female
9	Kitchen	Provision of kitchen space for staff

14. COSTING – INCLUSIVE AND EXCLUSIVE

The Cost Calculations breakdown outlined on Annexure “A” must be duly completed or provided on a separate sheet in the exact format, if the space provided is too small.

15.1 The rental rates (Gross Lease) must be fully **inclusive** of all maintenance including:

15.1.1 Structural repairs and Maintenance (internal and external);

15.1.2 Gardens and Waste management (if applicable);

15.1.3 Heating, Ventilation, Air Conditioning (HVAC) system;

15.1.4 Lifts and escalators;

15.1.5 Normal wear on floor covering;

15.1.6 Electrical supply, inclusive of backup generator(s);

15.1.7 Plumbing and ablution facilities;

15.1.8 Fixed firefighting equipment (fire hoses and piping);

15.1.9 Wired to be ready for ICT and UPS.

15.2. The following costs must be included in the indicated rental rate:

- 15.2.1 Municipal rates and taxes plus increases;
- 15.2.2 Sanitation and refuse removal rates;
- 15.2.3 All insurance (excluding content belonging to AgriSETA;

16. GENERAL

- 16.1 Facilities and services offered must comply fully with all applicable legislation, regulations, by-laws, and standards including but not limited to:
 - 16.1.1 The Occupational Health and Safety Act and regulations;
 - 16.1.2 Municipal By-Laws;
 - 16.1.3 SANS 10400 standards;
 - 16.1.4 Any other applicable building regulations
- 16.2. Cognizance will be given to security consideration of the proposed building(s) such as access control, perimeter fencing etc. The premises must comply with Government Minimum Physical Security Standards (MPSS).

17. Additional Requirements

- 17.1. The building must comply with Occupational Health and Safety Act (85 of 19 the below certificates are compulsory and will be required before occupancy of the building:
 - Certificate Of Compliance for Electrical
 - Occupational Certificate
 - Most recent floor plans of the office and the parking approved by a registered professional architect.
 - Certificate Of Compliance for the building
 - Occupational Health & Safety certificate
 - Proof of ownership of the building or proof to administer the building.
- 17.2. Site Inspection of the building will be conducted only for the bidders who meet the minimum functionality criteria.

18. BID EVALUATION AND SELECTION CRITERIA:

AGRISETA has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following: Pre-qualification Criteria (Phase 1)	Functionality Evaluation Criteria (Phase 2) (May include site inspection)	Price and B-BBEE Evaluation (Phase 3)
Bidders must submit all documents as outlined in section 19 below. Only bidders that comply with ALL these criteria will proceed to Phase 2.	Bidder(s) are required to achieve a minimum of 70 points out of 100 points as outlined in section 20 below to proceed to Phase 3 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 70 points.

The following evaluation method will be used:

- After the closing date of the Request for Proposal invitation, an appointed evaluation committee of AgriSETA officials will evaluate the bid proposals.
- The committee will individually evaluate each of the proposals received against the appointed criteria as provided for in Preferential Procurement Regulations, 2017

All proposals submitted will be evaluated on three categories:

- Mandatory requirements
- Functionality (technical content)
- Price

Bids will be evaluated in accordance with the Preferential Procurement Regulations, 2017, using the 80/20 split. The 80/20 preference points system applies for acquisition of goods or services for Rand value equal or above R30 000 and up to R50 million.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 70 points.

Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, 80 points will be allocated for price and the 20 points will be allocated for B-BBEE Status Level of Contribution. The price points will be calculated in accordance with the formula prescribed in Regulation 6. (1) Of the Preferential Procurement Regulations, 2017.

A recommendation for the awarding of the contract will be made at the meeting of the Bid Adjudication Committee to be confirmed, where applicable.

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

As defined below, each Tender submission that has met the minimum qualifications as outlined in the advert will be evaluated on the criteria. A checklist is provided to ensure that every bidder will be able to submit documents as stated below.

19. COMPLIANCE EVALUATION - MANDATORY REQUIREMENTS (PHASE 1)

Service Providers to comply with the following mandatory requirements. Failure to comply with the mandatory requirements information and documents may lead to disqualification of the bidder.

The contractor shall comply with, but not limited to, with the following relevant legislation and subject to any amendments of these frameworks and should any of these above be amended or replaced, the replacement or amendment should be adhered to:

Failure to comply with the below requirements may lead to your bid not being considered:

No.	Mandatory Requirement	Yes / No	Reference page in proposal
1	Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.		
2	Standard Bidding Documents (SBD) forms.		
3	Tax clearance certificate with Pin or Tax compliant CSD report		
4	Must be a member of SAPOA or affiliated (attach proof)		
5	The premise secured by a boundary wall or electric fence? Submit building picture(s) as proof		
6	Proof of ownership of the building by the bidder/proxy or agreement between the bidder and the owner of the building.		
7	Joint venture agreements or consortia agreements in case of joint venture or consortium must be signed by all parties thereto and must indicate the percentage revenue split between the parties.		
8	Parking for people with disability Submit picture(s) of parking bay for people with disability.		

9	Copy of existing and valid electrical certificate of compliance.		
10	Copy of existing and valid Occupational Certificate and valid zoning certificate		
11	Copy of existing certificate of compliance for lifts, attach Annexure B not older than 2 years		
12	Copy of existing certificate of compliance (plumbing)		
13	Building structural integrity certificate not older than 5 years or a letter from a registered professional engineer indicating that a building structural assessment has been conducted and that the building is structurally sound.		
14	Tenant Installation Allowance: Bidders must provide the tenant installation allowance amount and requirements as outlined on section 11 above		

20. EVALUATION ON FUNCTIONALITY (Phase 2)

On completion of stage one (Mandatory), bidders will be evaluated on functionality with a minimum of 70% to be eligible for evaluation on Price and BBBEE. The below table specify in detail the functionality/technical criteria to be considered under the evaluation.

Technical / Functional Requirements

With regards to technical / functional requirements, the following criteria shall be applicable, and the maximum points of each criterion are indicated in the tables below:

SCALE LEVEL DESCRIPTIONS	SCALE
No relevant response or information given to enable evaluation	0
Very poor response based on expected standard	1
Poor response based on expected standard	2
Average response based on expected standard	3
Good response based on expected standard	4
Excellent response based on expected standard	5

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:			Allocation of Points	Scored Points
20.1	Company experience			
	Years of experience in the rendering office accommodation services:	5 letters or more 5 points	20	
	Submit at least 5 reference letters from current and previous tenants where the service was rendered,	Less than 5 letters but more than 3 letters 3 points		
	The reference letters must include:	Less than 3 letters- 0 points		
	- Telephone numbers - Email addresses - Signed letter on client's letterhead - The size of the space rented - Duration of contract - Value of the contract			

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:			Allocation of Points	Scored Points
	NB: Letters not meeting the above criteria will not be considered			
20.2 Location				
	Location of the building within 15km radius of the current accommodation (529 Belvedere Street, Arcadia) Submit a distance map from AgriSETA current location to the proposed accommodation	Location within 15km radius and below of the current accommodation 5 points Location is above 15 km of the current accommodation 0 points	30	
20.3 Building Inspection				
	The building must be 3500 m² to accommodate the specified needed space capacity. The bidder must submit building picture(s) and floor plans with square	A single building with layout of 3500 m² (Stand Alone)- 5 points More than one building in same campus/office park, with layout of 3500 m² - 3 points More than one building on more than one campus/office park- 0 point	30	

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:			Allocation of Points	Scored Points
	meters(m²) as proof. Failure to submit both the building pictures and the floor plans with sizes will result in no points allocation for this criteria.			
20.4	Parking			
	88 covered parking or shaded parking bays	88 parking bays and above 5 points	20	
	The bidder must submit parking floor plans showing the number of parking bays.	60-87 parking bays 3 points		
		Anything below 60 parking bays 1 point		
		No parking floor plans submitted 0 points		
Minimum Threshold Score			70	
Total for functionality			100	

21. SITE VISITS ASSESMENT:

Note: Bidders that score a minimum threshold of 70 out of 100 will assessed on site visit. Though the site visit will not be scored, the outcome of the assessment can influence the successful awarding of the bid.

	Technical Requirements: Technical / Functional Criteria (Site Visit). NB: Each building proposed will be evaluated, based on a site visit, on the following:	Comply		Comments
		YES	NO	
	Area:			
1	Building suitably located in terms of accessibility and near public transport			
	General requirements for the building			

	Technical Requirements: Technical / Functional Criteria (Site Visit). NB: Each building proposed will be evaluated, based on a site visit, on the following:	Comply		Comments
		YES	NO	
2	"A" grade office accommodation: Not older than 15 years or has undergone a major renovation, featuring high quality modern finishes, Heating Ventilation and Air Conditioning (HVAC) and adequate on-site parking with a provision for back-up electricity power supply in case of Power outage.			
3	The building is an existing building (complete built structure)			
4	If the rentable area cannot be catered for in a single building but spill over into more than one building, is the spill over at least within walking distance. (Consider transport of stock, furniture, IT etc.)			
5	The building should have access for people living with special needs/ disability (e.g., wheelchair ramp must be next to the main entrance and parking)			
6	The building must be free of water leaks			
7	Acceptable acoustic and noise for office space			
8	There are no visible pest infestations			
9	There is ample natural light (energy efficient bulbs)			
10	A room that can be dedicated ICT Server room			
11	Building has a roof top area for social functions			
	Building Systems/Services			
12	There is back-up water supply in case of municipal water disruption sufficient for 24 hours supply capacity			
13	The space(s) on offer must have its own distribution board(s) or make allowance for these			
14	Ablution facilities for male and females are available on every floor level. (See quantity based on 105 people; even split between males (36) and female (62). And the difference is vacancies)			
15	Ablution facilities for people with disability (and abled) are in compliance with applicable legislation (Dimensions etc).			
	Safety and Security			
16	Spot check and to ensure that safety equipment services are up to date (e.g., firefighting equipment) as per legislative requirements			
17	The premise secured by a boundary wall or electric fence			
18	If in a campus: Access control			

	Technical Requirements: Technical / Functional Criteria (Site Visit). NB: Each building proposed will be evaluated, based on a site visit, on the following:	Comply		Comments
		YES	NO	
19	The building must make provision for access control and allow AgriSETA to implement their own access control as per AgriSETA standards.			
20	Generator installed			
	Parking			
21	There is adequate parking (88)			
22	There is adequate and compliant parking for people living with disability			
23	There are loading zones with ramps next to the entrance			

Note: the minimum score for functionality is 70.00 points.

- Please note that the Evaluation Committee will use their own discretion to assess quality of all bid proposals received in relation to above functionality criteria and may further verify information submitted from relevant sources/your clients and use their own discretion to score the bidders proposal accordingly.
- It is the responsibility of the bidder to seek clarity by enquiry before submission of the final bid, where the criteria are construed to be ambiguous or confusing. Should there be a difference of interpretation between the bidders and AgriSETA, the SETA reserves the right to make a final ruling on such interpretation.
- AgriSETA may request clarification or additional information regarding any aspect of the tender document or proposal submitted.

22. PREFERENCE POINTS ALLOCATION (B-BBEE STATUS) AND PRICE (Phase3)

Bidders who score 70 (average) points and above will be considered in phase 3 of the evaluation.

The 80/20 points system will be used when evaluating this Request for Proposal.

The remaining 20 points will be allocated in terms of Regulation 6(2) and 6(3) of the Preferential Procurement Regulations, 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

Phase 3 of evaluation will include the sum of the two criteria below:

CRITERIA	SUB-CRITERIA	POINTS
Price	Detailed budget breakdown	80
BBBEE Status Level Verification certificate from accredited verification agencies	BBBEE Contributor Level	20
Total Points		100

Bidders must submit proof of their B-BBEE status level of contributor.

A bidder failing to submit proof of B-BBEE status level of contribution or is a non-compliant contributor to B-BBEE may not be disqualified but may only score points out of 80 for price and score 0 points out of 20 for B-BBEE.

23. CONDITIONS OF THE TENDER

- The requirement for content of the project proposal” section below outlines the information that must be included in bid offers. **Failure to provide all or part of**

the information may result in your bid being excluded from the evaluation process.

- AgriSETA may at its own discretion vary an instruction to include more work.
- If any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all the information, documents, and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.
- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which AGRISETA is prepared to enter a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to AGRISETA together with its bid, duly signed by an authorised representative of the bidder.
- Bidders must be registered in the National Treasury Central Supplier Database (CSD) and must submit CSD report with a tax compliant status with their proposal.
- Bidders must be tax compliant
- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.

- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.
- Bidders must submit proof of their B-BBEE status level of contributor.
- A trust, consortium, or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. AGRISSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.
- The bidder must submit their bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. Competitors sub-contracting to each other is prohibited and both bidders will be disqualified, except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.
- Debriefing of tender participants will open from the date in which the successful bidder(s) have been published and close after 30 days from the date of publishing the award.

- The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process.

24 CONFLICTS OF INTEREST, CORRUPTION AND FRAUD

24.1 AGRISETA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of AGRISETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. Seeks any assistance, other than assistance officially provided by AgriSETA, from any employee, advisor, or other representative of AgriSETA to obtain any unlawful advantage in relation to Bid Invitation.
- c. Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of AGRISETA's officers, directors, employees, advisors, or other representatives.
- d. Accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to AgriSETA.
- e. Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift, or any other consideration, which is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to AgriSETA.
- f. Has in the past engaged in any matter referred to above; or

- g. Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury

ANNEXURE A

COSTING SCHEDULE: OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISETA IN TSHWANE FOR A PERIOD OF THREE (3) YEARS TENDER NO: AGRISETA/07/2021

The following costing tables must be duly completed:

A. Rental for Office Space							
Period	Office Space m ²	Rate per m ²	Basic Rental Cost per Month excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year Incl. VAT	Cumulative Cost-Year-on-Year
1 st Year	3500						
2 nd Year	3500						
3 rd Year	3500						
Total Office Space for 3 years:							

B. Rental for Covered Parking Bays							
Period	No. of Covered Parking Bays	Rate per bay p/m	Basic Rental excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year Incl. VAT	Cumulative Cost-Year-on-Year
1 st Year	3500						
2 nd Year	3500						
3 rd Year	3500						
Total Covered Parking Bays for 3 years:							
C. Rental for Shaded Parking Bays							
Period	No. of Shaded Parking Bays	Rate per bay p/m	Basic Rental excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year Incl. VAT	Cumulative Cost-Year-on-Year
1 st Year	3500						

2 nd Year	3500						
3 rd Year	3500						
Total Shaded Parking Bays for 3 years							

D. Tenant Installation Allowance

No.	Rate per m ²	Total Contribution
1		
2		

Total Bid Price for Office Space, Parking Bays VAT Included (A+B+C+D) fixed for a duration of three (03) years

R _____

NB:

ALL RATES INDICATED ABOVE MUST BE FIXED FOR THE DURATION OF THE 3 YEAR PERIOD AND MUST COVER ALL THE COSTS FOR ALL SERVICES STIPULATED IN THE TERMS OF REFERENCE.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	AGRISETA/07/2021	CLOSING DATE:	08 FEB 2022	CLOSING TIME:	11:00 am
DESCRIPTION:	REQUEST FOR PROPOSALS FOR OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISSETA IN THE TSHWANE AREA FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	TEBOGO MAPITSING		CONTACT PERSON	TEBOGO MAPITSING	
TELEPHONE NUMBER	012 301 5678		TELEPHONE NUMBER	012 301 5678	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	TEBOGOM@AGRISETA.CO.ZA		E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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 PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

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

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

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

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

- 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:
.....
.....
.....

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

Full Name	Identity Number	Personal Reference Number	Tax	State Number	Employee / Persal Number

4 DECLARATION

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

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

..... Signature	 Date
..... Position	 Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_S = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_S = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

WITNESSES 1. 2.
--

..... SIGNATURE(S) OF BIDDERS(S)
DATE: ADDRESS

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
*Delivery: Firm/not firm
 - Delivery basis

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

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

*Delete if not applicable

Annexure A

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
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20. Subcontracts
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22. Penalties
23. Termination for default
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25. Force Majeure
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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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

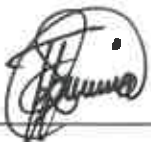
FRAUD ALERT

Dear Bidders/ Prospective Suppliers

The correspondence serves to notify the Bidders and Prospective Suppliers to be vigilant of fraudsters attempting to solicit money indicating that they can ensure and secure that your respective Company and /or Organization will win AgriSETA Bids or Tenders for a certain fee. Please note that these Fraudsters are also claiming to be working for AgriSETA.

AgriSETA taking into consideration its Internal Control and the Supply Chain Management Processes will not contact any bidder soliciting money in exchange of a Contract or Purchase Order.

Bidders and Prospective are therefore requested not to entertain such calls or emails. Should your Company, Organization or Individuals receive a suspicious email, urgently contact Ms. Kubenokuthula Ndlovu: Chief Risk Officer on (012) 301 5687 email: Kube@agriseta.co.za; Alternatively call AgriSETA Anti-Corruption Hotline, Free Call: 0800 869 624.



Innocent Sirovha (Dr)
Chief Executive Officer
17 February 2021