

INVITATION TO BID

BID NO:
RAF/2023/00025

BID DESCRIPTION:

THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT SERVICE PROVIDERS TO FOR THE LEASING OF OFFICE SPACE FOR ELEVEN (11) CUSTOMER EXPERIENCE CENTERS (CEC) FOR A PERIOD OF FIVE (5) YEARS.

Publication date: 27 September 2023

Closing date: 18 October 2023 @ 11h00 am

Note: Faxed and/or Emailed Proposals/ bids will not be accepted, only hand delivered and couriered Proposals/ bids must be deposited in the tender Box on or before the closing date and time.

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IMPORTANT NOTES:

1. Bid documents are available on the website (www.raf.co.za) at no cost.

2. Submission of Proposals

- Bid responses must be placed in the tender box clearly marked with a tender number and description; and
- Bidders are required to submit a soft copy (PDF) of their original Bid Document/Proposal in a USB (To be enclosed in the envelope which contains the Original Bid Document/Proposal)
- The proposal must be deposited in the tender box situated at the reception of RAF at the below address:

**Road Accident Fund (RAF), Eco Glades 2 Office Park, 420 Witch-hazel Avenue,
Centurion, 0046**

3. Validity Period

The proposal submitted by the supplier must be valid for a period of 90 days, from the closing date for the submission of proposals.

4. Enquiries

All enquiries regarding this bid must be directed to the Supply Chain Management Office:

Bid Enquiries: Monare Mashego

E-mail address: Monarem@raf.co.za.

Note: No telephonic enquiries will be entertained.

Closing date and time for Bid questions and enquiries: **04 October 2023**

Publication date for Questions & Answers: **07 October 2023**

Questions and Answers will be published on the RAF website.

Important Notes:

1. All questions/enquiries must be forwarded in writing to the e-mail address above; and
2. Questions/enquiries received after the above-stated date and time will not be entertained.

MANDATORY/ LEGISLATIVE REQUIREMENTS

This stage checks and validates the bidders' compliance to the legal requirements to conduct business in South Africa, as well as to the industry requirement for the supply of goods and services.

NB: No points will be allocated at this stage; however, bidders' that do not comply with the pre-qualification requirements below will be disqualified and will not advance to the next stage of evaluation.

Returnable Documents / Information	Check list ✓ Tick each box
SBD 1: Completed, attached and signed	
SBD 3.1 or 3.3 or 3.3 Completed, attached and signed	
SBD 4: Completed, attached and signed	
SBD 5: Completed, attached and signed	
SBD 6.1: Completed, attached and signed	
Proof of Construction Industry Development Board (CIDB) registration, if applicable.	
Specification document: Completed, attached and signed	
General Condition of contract: Initialled and attached	
Provide Tax TCS Pin to verify Tax Status: Attached (In bids where Consortia/Joint Ventures/Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.)	
If the bidder is a joint venture, consortium or other unincorporated grouping of two or more persons/ entities, a copy of the joint venture agreement between the members should be provided.	
Registered on the Central Supplier Database of National Treasury. (For registration information, go to https://secure.csd.gov.za/)	

Note: Some requirements may not be applicable to international suppliers/ bidders and only those suppliers/ bidders will be exempted from these mandatory/ legislative requirements. All SBDs must be submitted (signed) noting where it is not applicable. If any specific SBD is not submitted, documentary proof, clearly stating the reason must be attached.

Bidders must also supply the documents below (where applicable).

Other Requirements	Check list ✓ Tick each box
Valid B-BBEE Certificate attached	

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RAF/2023/00025	CLOSING DATE: 18 OCTOBER 2023		CLOSING TIME:	11H00
DESCRIPTION	THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT SERVICE PROVIDERS TO FOR THE LEASING OF OFFICE SPACE FOR ELEVEN (11) CUSTOMER EXPERIENCE CENTERS (CEC) FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Road Accident Fund (RAF) Eco Glades 2 Office Park					
420 Witch-Hazel Avenue					
Centurion					
0046					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
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

1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

PART B
TERMS AND CONDITIONS FOR BIDDING

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

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR.....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

** "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

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on 1 September 1996. The NIP Policy and Guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases/lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (dti) is charged with the responsibility of administering:

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked against the imported content of the contract. Any contract having an imported content equal to or exceeding US\$10 million or other currency equivalent to US\$10 million will have an NIP obligation. This threshold of US\$10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million.
or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a two-year period which exceeds US\$10 million in total.
or
 - (c) A contract with a renewable option clause, where should the option be exercised, the total value of the imported content will exceed US\$10 million.
or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$3 million worth of goods, works or services to the same government institution, which in total over a two-year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of subparagraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content, whilst suppliers in respect of sub-paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a pro-rata basis.
- 1.3 To satisfy the NIP obligation, the dti would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners, or suppliers
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract

that is in excess of R10 million, submit details of such a contract to the dti for reporting purposes.

- 2.2 The purpose for reporting details of contracts in excess of the amount of R10

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

million is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in sub-paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services, renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the dti in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million, to contact and furnish the dti with the following information:

- Bid/contract number;
- Description of the goods, works or services;
- Date on which the contract was accepted;
- Name, address and contact details of the government institution;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone number (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the dti with the information required, the following steps will be followed:

- a. The contractor and the dti will determine the NIP obligation;
- b. The contractor and the dti will sign the NIP obligation agreement;
- c. The contractor will submit a performance guarantee to the dti;
- d. The contractor will submit a business concept for consideration and approval by the dti;
- e. Upon approval of the business concept by the dti, the contractor will submit detailed business plans outlining the business concepts;
- f. The contractor will implement the business plans; and
- g. The contractor will submit bi-annual progress reports on approved plans to the dti.

4.2 The NIP obligation agreement is between the dti and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number

Closing date:

Name of

bidder.....

Postal address

.....

.....

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (Minimum 51% ownership or more)	05	10		
Women (Minimum 51% ownership or more)	04	08		

Persons with disabilities (Minimum 51% ownership or more)	01	02		
--	----	----	--	--

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

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SPECIFICATION – THE ROAD ACCIDENT FUND (RAF) SEEKS TO APPOINT SERVICE PROVIDERS TO FOR THE LEASING OF OFFICE SPACE FOR ELEVEN (11) CUSTOMER EXPERIENCE CENTERS (CEC) FOR A PERIOD OF FIVE (5) YEARS.

1. BACKGROUND OF THE RAF

The Road Accident Fund (RAF) is a schedule 3A public entity established in terms of the Road Accident Fund Act, 1996 (Act No. 56 of 1996), as amended. Its mandate is the provision of compulsory social insurance cover to all users of South African roads, to rehabilitate and compensate persons injured as a result of the negligent driving of motor vehicles in a timely and caring manner, and to actively promote the safe use of our roads.

The customer base of the RAF comprises not only the South African public, but all foreigners within the borders of the country. The RAF head office is in Centurion and the establishment of Customer Experience Centres (CEC) in each province in the country is in the pipeline. Where the project scope requires the staff complement and/or space to determine pricing, such will be included in the requirements.

2. SPECIAL INSTRUCTION TO BIDDERS

- 2.1 The service provider must be an eligible, registered Service Provider in terms of the applicable laws of the Country and included in the National Treasury Central Supplier Database.
- 2.2 The service provider must have a business continuity management program, which must be available for inspection by the RAF during the subsistence of rendering services to the RAF.
- 2.3 Bidders are required to provide full and accurate responses to the Mandatory Requirements as stated in this document, and, where required explicitly state either “Comply/Not Comply”.
- 2.4 Bidders are informed that failure to fully comply with Mandatory Requirements will nullify their bids from further evaluation. Bid Proposals must be clearly indexed and cross referenced to a Table of Contents.
- 2.5 The Evaluation Criteria that was published with a Request for Proposal/ Bids will be used to assess bidders’ responses and no amendment of the evaluation criteria after the closing of a bid.
- 2.6 It is expected of bidders to have their Tax matters in order when the proposals are submitted. RAF reserves the right to confirm bidders’ Tax matters on CSD prior to award. Only Tax compliant bidders will be awarded contracts.
- 2.7 Companies or Director that are included on the National Treasury register for Restricted Suppliers and/ or Tender Defaulters will be automatically disqualified from the bidding process.
- 2.8 As prescribed all Standard Bidding Documents and records (SBD Forms – *Returnable Documents*) must be fully completed and duly signed. All Returnable Documents and records must be submitted with the proposal at the closing of a bid.

3. BACKGROUND OF THE BID

The Road Accident Fund (RAF) requires leasing of office space for eleven (11) CEC offices to be located in the provinces listed below under **4.3.3**. The requirements are for a minimum of Grade B office accommodation for an approximate total of 200m² (usable area) per building for a period of five (5) years with a minimum of eight (8) parking bays per site and provision of parking for physically disabled people in accordance with municipal by-laws.

Grade B buildings as defined by SAPOA:

- Are generally older buildings, but accommodation and finishes are close to modern standards because of refurbishments and renovation from time to time.
- Air conditioning and on-site parking or bays dedicated to the building is essential.
- Minimum ceiling height, less flexible floorplates. Modest landscaping with minimal exterior space.

The lessors of the spaces to be leased will be required to consider offering a full tenant installation (finished interiors, including air-conditioning /ventilation, electrical and offer the required infrastructure to support Security, ICT and Marketing and Communications solutions that will be installed by the RAF). The spaces are to be set up in accordance with the RAF Corporate Identity, Space, OHS Standards.

4. SCOPE OF WORK

The scope of work is listed below:

4.1. The lease agreement

- 4.1.1. The lease will be for a 5-year period.
- 4.1.2. A detailed cost per item (schedule) must be provided (Cost for rental space, Operational Cost, Parking, etc.)
- 4.1.3. The rental rate must be in line with SAPOA rates for the area and escalation may be aligned to annual CPI.

4.2. The requirements for the area include:

- 4.2.1. 200m² of office space
- 4.2.2. Near public transport routes/nodes, preferably within 1 km
- 4.2.3. Safely accessible by staff

4.3. The requirements for the building include:

- 4.3.1. Minimum of Grade B (as defined by SAPOA).
- 4.3.2. Energy efficient will be preferred.
- 4.3.3. Locations as per the list below:

Bidders are required to tick the applicable town they are bidding for below:

Bidder may bid for more than one town.

Province	Town	Tick the applicable box
Western Cape	Knysna	
Eastern Cape	Mthatha	
Kwa-Zulu Natal	Richards Bay	
	Port Shepstone	
Northern Cape	Upington	
Free State	Harrismith	
North West	Potchefstroom	
Mpumalanga	Piet Retief	
	Middelburg	
Limpopo	Ellisras	
	Thohoyandou	

Note: Bidders must submit separate proposal for each town they are bidding for.

- 4.3.4. The building must have access for people living with special needs/disability (e.g., handrails and wheelchair ramps, ablutions) at the time of occupation – all for the Landlord's cost.
- 4.3.5. Buildings with fewer support columns in the usable space will be preferred.
- 4.3.6. Buildings with natural to artificial light.
- 4.3.7. The building must be free of defects or issues e.g., water leaks, pest infestations, cracks, damp, etc.
- 4.3.8. The building must be ready for inspection should the bidder be successful.
- 4.3.9. Legible to scale floor plans must be submitted with the area to be let clearly demarcated.
- 4.3.10. The Certificate of Occupation and all Certificates of Compliance must be available at the time of occupation.

4.4. The requirements for building systems/services include:

- 4.4.1. The office accommodation must be air-conditioned and ventilated as per Grade B buildings. HVAC system in place must be maintained and record of servicing must be provided on request at the time of occupation.
- 4.4.2. Extraction facilities to be functional in all ablutions and enclosed areas, inclusive of basement parking and storerooms at the time of occupation.
- 4.4.3. Back up water supply in case of municipal water disruption sufficient for 48-hour supply functional at the time of occupation.
- 4.4.4. Geyser 150/200L providing hot water to ablutions and kitchen/pause area.

- 4.4.5. Back-up power must be provided in case of load shedding or power outages. Noise level when generator is running must be considered in placement. Generator should have 40% spare capacity.
- 4.4.6. Uninterrupted Power Supplies (UPS) with spare capacity must be installed to prevent damage to IT and electrical equipment in the event of power failure or interruption in the supply of electricity.
- 4.4.7. The space(s) on offer must have its own dedicated electric distribution board(s) and an up-to-date existing Electrical Certificate of Compliance (COC) must be available at inspection (should the building be selected).
- 4.4.8. Double tier/compartment power skirting's to interior perimeter and internal brick/concrete walls.
- 4.4.9. The space occupied by the RAF must be fitted with a dedicated electricity supply meter. This will ensure that consumption is monitored, and readings can be compared to the monthly accounts for electricity.
- 4.4.10. The accommodation must have existing fire detection and prevention services and make provision for these in compliance with Part T of SANS 10400.
- 4.4.11. Ventilated ablution facilities for males and females, inclusive of facilities for the disabled in accordance with SANS 10400 Parts P and S, must be available and in good working condition.
- 4.4.12. All ablution facilities to comply with applicable legislation both in size and quantity.
- 4.4.13. In multi-story buildings lifts and escalators must be maintained and service records must be provided upon request.

4.5. The requirements for health and safety include:

- 4.5.1. All safety equipment must be serviced and up to date (e.g., firefighting equipment, First Aid box) as per legislative requirements.
- 4.5.2. All requirements in terms of the OHS Act must be complied with.
- 4.5.3. All building systems must have been serviced as per the original equipment manufacturer (OEM) requirements in line with relevant legislation (electrical, HVAC, Fire, etc.)

4.6. Interior finishes requirements:

- 4.6.1. Interior finishes and fittings to be in accordance with the RAF Corporate Identity (Annexure A), General Specifications (Annexure B) and Space Standards (Annexure C).
- 4.6.2. Area to be fully perimeter enclosed (including ceiling voids), secure, lockable with a single point of entry/exit except for the mandatory emergency exits.
- 4.6.3. If the area is bound by any façade/building perimeter walls with openings, all openings must be secured with burglar bars, irrespective of height above ground level.
- 4.6.4. Area must be able to accommodate, but is not limited to:
 - A reception counter,
 - An information kiosk,

- Service counters/desks “Front Office”
- Back office for staff members at workstations
- Pause Area with lockable storage space for groceries, sink/prep bowl with running hot and cold water, drainage and boiling water (push-through geyser) for preparing beverages and food (portable water),
- Furnished enclosed (lockable) as well as open plan offices
- 2-hour fire rated storeroom/s with steel shelving,
- An ICT hub room
- A meeting room.

4.7. The requirements for security:

- 4.7.1 Power in ceiling spaces for future camera installations
- 4.7.2 Power points in reception for vertical and baggage scanners in reception area.

4.8. ICT Requirements:

- 4.8.1 Provision for routing of data cables, etc. to be made in the ceiling voids, cable trays, ducts and walls.
- 4.8.2 A centrally located enclosed and lockable room to be utilized as an ICT hub room with ample artificial light and mechanical cooling and ventilation – no windows/perimeter openings permissible.
- 4.8.3 Provide dedicated power and surge arrestors, normal plugs 4x4 and Uninterrupted Power Supply (UPS) to hub/server room(s).

4.9. Requirements for Marketing purposes:

- 4.9.1 The landlord must be willing allow the following:
 - Building wraps
 - Television advert shoots
 - Bathroom posters, digital mirror screens, wall mounted digital screens/monitors in reception and pause areas and branding in lifts.
 - Information kiosk in the reception area

4.10. Landlord must provide:

- 4.10.1 The lessor must draft the office lay-out submission drawings and submit to the City Council for approval and for a Certificate of Occupancy and provide RAF with same in digital format.
- 4.10.2 The lease will provide for a Service Level Agreement (SLA) between the lessee and lessor, with specific timelines for all calls related to the obligations by the lessor.
- 4.10.3 The lease offered must provide for air-conditioning and maintenance thereof as part of the lease.

- 4.10.4 If the building is fitted with a lift and/or escalator the landlord must maintain the lift and/or escalator.
- 4.10.5 All exterior windows and glazed doors must be washed bi-annually.
- 4.10.6 Ensure maintenance of the building at all times in line with the SLA.
- 4.10.7 Maintain all garden areas and keep the campus clean of debris.
- 4.10.8 The expectancy is that the let area will remain at Grade B level for the duration of the lease.

The area(s) must include as a minimum the following:

- 1200mm x 600mm suspended ceiling grid/hangers and Ts throughout.
 - double tier cable trays in the ceiling void(s)
 - drop-in energy efficient light fittings (350 lux) to match suspended ceiling grid module in compliance with Part O of SANS 10400 with switches in convenient locations.
 - double tier power skirting to all perimeter walls and brick or concrete interior walls
 - made good and primed columns, perimeter and permanent walls, ready to receive final finish i.e., paint and wallpaper.
 - air conditioning/HVAC in compliance with Part V of SANS 10400
 - existing fire detection and prevention measures in compliance with Parts T and W of SANS 10400, i.e., fire hose reels, fire extinguishers in key positions, etc.
 - Clean and sound screed ready to receive new floor finishes i.e., loose lay carpet tiles, vinyl flooring, full bodied porcelain tiles.
- 4.10.9 Keep all sewerage pipes, balcony drains, water traps and wastewater drains, as applicable, on the Premises, free from obstruction and blockage and shall remove, at his/her/its cost any blockage or obstruction therein.
- 4.10.10 Keep the electrical, water and air conditioning installations in good working order and condition, fair wear and tear excepted, and shall not make any additions or alterations to these installations without warning and approval.
- 4.10.11 Premises must be fumigated before occupation and once every quarter thereafter.
- 4.10.12 Adequately maintain and where necessary repair and/or replace at his/her/its cost, glazing, windows, burglar alarms, automated gates/garage doors and sprinkler systems, painting outside of building, roof leaks, fixtures damaged by roof leaks, burst pipes and aircons as detailed in the SLA other than where any damage is caused by the deliberate and/or negligent actions or omissions of the RAF or his/her/its invitees, in which event it shall be the RAF's responsibility.
- 4.10.13 The Landlord shall be responsible for any maintenance, repairs or replacement, as necessary, because of fair wear and tear in respect of any of the aforementioned items.

4.11. Special Permissions

- 4.11.1. Approval for exterior and shop fronts signage and branding must be granted.
- 4.11.2. Approval to allow vending machines on site.
- 4.11.3. The lease offered must provide the RAF with right of first refusal of additional space/lease renewal.

4.12. The requirements for parking include:

- 4.12.1. Minimum of (8) secure and on-site parking bays per site.
- 4.12.2. Parking for people living with disabilities must be in accordance with municipal by-laws and applicable legislation/standards as contained in Part S of SANS 10400. Confirmation of which should be included in the proposal.
- 4.12.3. RAF should be given right of first refusal to any additional parking that becomes available to the landlord during the lease period.
- 4.12.4. Parking requirements will be assessed annually and amended in accordance with RAF demand.

4.13 Tenant Installation

Refer to RAF Corporate Identity (Annexure A), General Specifications (Annexure B) and Space Standards (Annexure C).

- 4.13.1 The lease offered must indicate the tenant installation allowance.
- 4.13.2 The lessor will be required to undertake the tenant installation
- 4.13.3 The lease offered must provide for air-conditioning in working condition and maintenance thereof as part of the lease or make provision prior to occupation.
- 4.13.4 The tenant installation specification attached to this bid document as Annexures A, B and C to be considered by the Bidder in compiling a bill of quantities for the cost of the tenant installation.

5. EVALUATION CRITERIA AND METHODOLOGY

The Evaluation Process shall be conducted under the following phases:

Phase 1: Initial Screening Process – At this phase Bidders responses will be checked for compliance in response to RAF RFP document. Bidder(s) who complies with the screening process will be evaluated on Mandatory Requirements.

Phase 2: Mandatory Evaluation Process – At this phase Bid Responses are evaluated as per the evaluation criteria specified in the Request for Proposal (RFP) document for compliance to Mandatory Requirements. Bidder(s) who do not comply with the Mandatory Requirements will be disqualified and will not be further evaluated on Functional/Technical Evaluation criteria.

Phase 3: The phase comprises of two sections i.e., Functionality/Technical Evaluation and Site Visit.

Section 1: Evaluation of bid responses as per the evaluation criteria specified in the RFP document, i.e., Functional / Technical Requirements. (Bidder/s who score the minimum stipulated threshold of **60** out of **100** points for Functionality/Technical Requirements will be further evaluated on site visit to confirm compliance with infrastructure requirements.

Section 2: Site Visit - Site Visits Evaluation to confirm compliance with the infrastructure requirements. Bidders who comply with the requirements will be evaluated on Price and Specific goals.

Phase 4: Price and Specific Preference Point goals evaluation: At this phase the bid(s) will be assessed as per the preferential point system specified in the RFB document.

5.1. MANDATORY REQUIREMENTS EVALUATION CRITERIA (PHASE 2)

Mandatory requirements

Bidders must indicate compliance with this requirement as follows - By ticking the relevant box "Comply" or "Not Comply".

Note: The following specific requirements must be met by the bidders and it will be expected of Bidders to supply proof or confirm their commitment where applicable.

Mandatory		Comply	Not Comply
5.1.1	The Bidder must confirm that they have read and understood the Terms and Conditions set out in the attached Special Conditions of Contract and Mandatory Clauses to be incorporated into the Lease Agreement which terms and conditions the Bidder accepts, in the event that the RAF awards the contract to the Bidder pursuant to this bid. The Bidder must submit with the bid:		
	<ul style="list-style-type: none">A proposed Lease Agreement for 5 years. (Please attach a copy);		
	<ul style="list-style-type: none">Complete the attached Pricing Schedule (In a separate envelope);		
	<ul style="list-style-type: none">Special Conditions of Contract; and		
	<ul style="list-style-type: none">Full set of clear black and white updated Floor Plans; Site Plans at a readable scale (Please attach a clear copy).		
Clearly stated in the proposal.			

Mandatory	Comply	Not Comply
<p>5.1.2 The Bidder must confirm that the office space offered is:</p> <p>Minimum of Grade B as per SAPOA grading of buildings</p> <ul style="list-style-type: none"> • Elevators in working order where applicable, • Stairwells permitting safe passage where applicable, • Central lobby/reception, where applicable, • General floor plate allowing flexibility, • Natural and artificial light, • Functioning a/c units and natural ventilation permitted. • Landscaping & greening, where applicable • Parking available on & off-site - mostly open or shade cloth • Any age, upgraded/refurbished to modern standards • Safe and clean street/foyer interface, • Visible maintenance of infrastructure, • Vehicular access unhindered except at peak times. • Back-up generators. <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.3	<p>Confirm whether the Bidder is the Owner/ Landlord or an Agent/ Broker and, where the Bidder is an Agent or Broker, the Bidder must provide proof of mandate if acting on behalf of the Owner/ Landlord. If the Bidder is the owner of the proposed building they must provide a title deed or municipal statement. Please confirm for each building offered. The RAF does not pay commission on agent fees.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.4	<p>Where the Bidder is an Agent or Broker, the Bidder must confirm that they are registered with the Estate Agencies Affairs Board and are in possession of a valid Fidelity Fund certificate and provide a certified copy of the EAAB registration and a certified copy of the valid Fidelity Fund certificate.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.5	<p>The Bidder confirms that Exterior and Shop Fronts Signage and branding will be allowable.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.6	<p>The Bidder confirms the provision/availability of Uninterrupted Power Supply (UPS) and back-up generator or alternate source(s) of power supply ready by occupation.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.7	<p>The Bidder confirms that the office space on offer, if a multi-story building, has at least one (1) passenger lift in good working condition for easy access. In case of a single-story office building, the Bidder will automatically comply on this item</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.8	<p>The Bidder confirms that the office space has accessible general ablution facilities including ablution facilities for the physically disabled in compliance with legislature.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.9	<p>The Bidder is required to undertake the tenant installation. The Bidder is required to provide a Bill of Quantities detailing the cost of the tenant installations.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.10	<p>A minimum of 8 parking bays per site and provision of parking for physically disabled people in accordance with municipal by-laws.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.11	<p>The office space must be air-conditioned and ventilated.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.13	<p>The space(s) on offer must have its own electric distribution board(s) which complies with electrical standards or regulations.</p> <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.14	<p>The office space must have the following:</p> <ul style="list-style-type: none"> • Fire detection and prevention; and • Fire escape routes. <p>Clearly stated in the proposal.</p>		

Mandatory		Comply	Not Comply
5.1.15	<p>The office space must have double-tier cable trays in ceiling voids or make allowance for these.</p> <p>Clearly stated in the proposal.</p>		

Note: Bidder(s) who do not comply with the mandatory requirements will not be considered for the Technical / Functional Criteria evaluation.

5.2 TECHNICAL / FUNCTIONAL REQUIREMENTS (PHASE 3 – Section 1)

With regards to Technical / Functional Requirements, the following criteria shall be applicable, and maximum points of each criterion are indicated in the tables below:

Technical Requirements: Technical / Functional Criteria (Submission) NB: Each building proposed will be evaluated, based on the submitted documentation, on the following:	Total Points										
<p>5.2.1 Site Accessibility</p> <p>The office space must be on the ground floor consisting of a minimum of 200m² gross lettable area or 100m² lettable area on the building's ground floor and a minimum of 100m² to maximum of 200m² lettable area on consecutive floors from the ground floor up. Points will be allocated to bidders as follows:.</p> <table border="1" data-bbox="277 555 1248 896"> <thead> <tr> <th>Scoring Matrix</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Ground floor area of minimum of 200m²</td><td>30</td></tr> <tr> <td>Total of 200m² on any single floor in a multi-story building</td><td>15</td></tr> <tr> <td>200m² split between different but consecutive floors in a multi-story building</td><td>10</td></tr> <tr> <td>No ground floor and non-consecutive floors</td><td>0</td></tr> </tbody> </table> <p>Clearly stated in the proposal</p>	Scoring Matrix	Points	Ground floor area of minimum of 200m ²	30	Total of 200m ² on any single floor in a multi-story building	15	200m ² split between different but consecutive floors in a multi-story building	10	No ground floor and non-consecutive floors	0	<p>30</p>
Scoring Matrix	Points										
Ground floor area of minimum of 200m ²	30										
Total of 200m ² on any single floor in a multi-story building	15										
200m ² split between different but consecutive floors in a multi-story building	10										
No ground floor and non-consecutive floors	0										
<p>5.2.2 Proximity to public transport</p> <p>How far is the premises in distance from (km) from access to public transport?</p> <table border="1" data-bbox="285 1131 1236 1359"> <thead> <tr> <th>Scoring Matrix</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Within 1 km distance</td><td>20</td></tr> <tr> <td>Within 1.5 km distance</td><td>10</td></tr> <tr> <td>More than 1.5 km distance</td><td>0</td></tr> </tbody> </table> <p>Clearly stated in the proposal</p>	Scoring Matrix	Points	Within 1 km distance	20	Within 1.5 km distance	10	More than 1.5 km distance	0	<p>20</p>		
Scoring Matrix	Points										
Within 1 km distance	20										
Within 1.5 km distance	10										
More than 1.5 km distance	0										
<p>5.2.3 Availability of Office Accommodation</p> <p>The shortest period in which the RAF can occupy the premises after contract award and with tenant, network and other critical infrastructure installed.</p> <table border="1" data-bbox="285 1644 1236 1928"> <thead> <tr> <th>Scoring Matrix</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Within 3 months</td><td>20</td></tr> <tr> <td>Within 4 months</td><td>10</td></tr> <tr> <td>More than 4 months</td><td>0</td></tr> </tbody> </table> <p>Clearly stated in the proposal.</p>	Scoring Matrix	Points	Within 3 months	20	Within 4 months	10	More than 4 months	0	<p>20</p>		
Scoring Matrix	Points										
Within 3 months	20										
Within 4 months	10										
More than 4 months	0										

<p>5.2.4 Proposed plans on tenant installations and designs</p> <p>Bidder to submit a proposed plan on the tenant installations which should include the following:</p> <ul style="list-style-type: none"> • Duration of installation Design of the tenant installation • Experts the bidder will allocate to carry out tenant installations. <table border="1" data-bbox="296 378 1228 770"> <thead> <tr> <th>Scoring Matrix</th><th>Points</th></tr> </thead> <tbody> <tr> <td>Proposed plan with duration of installation, design and experts</td><td>30</td></tr> <tr> <td>Proposed plan with duration of installation and design</td><td>15</td></tr> <tr> <td>Proposed plan with duration of installation</td><td>10</td></tr> <tr> <td>No submission of proposed plan</td><td>0</td></tr> </tbody> </table> <p>Clearly stated in the proposal.</p>	Scoring Matrix	Points	Proposed plan with duration of installation, design and experts	30	Proposed plan with duration of installation and design	15	Proposed plan with duration of installation	10	No submission of proposed plan	0	<p>30</p>
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Proposed plan with duration of installation, design and experts	30										
Proposed plan with duration of installation and design	15										
Proposed plan with duration of installation	10										
No submission of proposed plan	0										
<p>SUB-TOTAL</p>	<p>100</p>										

The RAF reserves the right to confirm information provided. Bidder(s) evaluated on the above Technical/ Functional Criteria must score a minimum threshold of **60 out of 100 points** to be considered for Site Visits Evaluation. Site Visits will be conducted to confirm infrastructure on the buildings for lease. The outcome of the site visit might have a bearing or impact on the points allocated. A checklist will be used to confirm the infrastructure.

Note: Misrepresentation by bidders will result in immediate disqualification.

5.2 TECHNICAL / FUNCTIONAL REQUIREMENTS (PHASE 2 – Section 2): SITE VISIT ASSESSMENT

Bidders that score a minimum threshold of **60 out of 100 points** will be 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. The RAF reserves the right to revisit the Technical/ Functional Evaluation score and adjust points that were allocated during this phase (Technical/Functional Evaluation) upon the Site Visit confirmation.

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	
BUILDING – GENERAL REQUIREMENTS			
Minimum of six (8) secured and on-site parking bays and provision of parking for physically disabled people, must be available in accordance with municipal by-laws. Confirmation of which should be included in the proposal. Parking Bays: <ul style="list-style-type: none"> A minimum of 8 parking bays per site and provision of parking for physically disabled people in accordance with municipal by-laws. 	<input type="checkbox"/>	<input type="checkbox"/>	
The office space must be an existing building (Complete built structure).	<input type="checkbox"/>	<input type="checkbox"/>	

<p>Minimum of Grade B office space.</p> <ul style="list-style-type: none"> • Elevators in working order where applicable, • Stairwells permitting safe passage where applicable, • Central lobby/reception, where applicable, • General floor plate allowing flexibility, • Natural and artificial light, • Functioning a/c units and natural ventilation permitted. • Landscaping & greening, where applicable • Parking available on & off-site - mostly open or shade cloth • Any age, upgraded/refurbished to modern standards • Safe and clean street/foyer interface, • Visible maintenance of infrastructure, • Vehicular access unhindered except at peak times. • Back-up generators. 	<input type="checkbox"/>	<input type="checkbox"/>	
Good ratio of natural lighting and artificial light	<input type="checkbox"/>	<input type="checkbox"/>	
No visible defects to the office space on offer.	<input type="checkbox"/>	<input type="checkbox"/>	
No visible water leaks/damage detected.	<input type="checkbox"/>	<input type="checkbox"/>	
No pest infestations.	<input type="checkbox"/>	<input type="checkbox"/>	
The floor(s) assigned to the RAF in the building (space) have existing ablution facilities for people living with disabilities on each floor.	<input type="checkbox"/>	<input type="checkbox"/>	
The office space is fully air-conditioned and well ventilated.	<input type="checkbox"/>	<input type="checkbox"/>	
The space(s) on offer must have its own electric distribution board(s)	<input type="checkbox"/>	<input type="checkbox"/>	
<p>The office space must be OHS compliant and have the following:</p> <ul style="list-style-type: none"> • Fire detection and prevention; and • Fire escape routes clearly marked; 	<input type="checkbox"/>	<input type="checkbox"/>	

The office space must have double tier cable trays in ceiling voids.	<input type="checkbox"/>	<input type="checkbox"/>	
Site Accessibility			
The office space must be on the ground floor consisting of a minimum of 2 gross lettable area or 100m ² lettable area on the building's ground floor and a minimum of 100m ² to maximum of 200m ² lettable area on consecutive floors from the ground floor up.	<input type="checkbox"/>	<input type="checkbox"/>	
The office space should allow for comfortable entrance / exit to and from the offered office space by staff, clients and service providers.	<input type="checkbox"/>	<input type="checkbox"/>	
The office space must make provision for access control and allow RAF to implement their own access control as per the RAF standards.	<input type="checkbox"/>	<input type="checkbox"/>	
Minimum columns to maximize office space usage (the less columns, the more office space)	<input type="checkbox"/>	<input type="checkbox"/>	
No split floor levels (the floorplate to be all on one level – no steps)	<input type="checkbox"/>	<input type="checkbox"/>	
Office space offers passenger lift (s) if it is a multi-story building and space is not offered on the ground floor only.	<input type="checkbox"/>	<input type="checkbox"/>	
The office space offered is disability friendly (disability parking close to the entrance, ramp from street into the building).	<input type="checkbox"/>	<input type="checkbox"/>	
The office space has accessible general ablution facilities including ablution facilities for the physically disabled in compliance with legislature.	<input type="checkbox"/>	<input type="checkbox"/>	
The office space offered is within public transport routes proximity i.e. trains, taxis, buses, etc. must be within 1 km walking distance	<input type="checkbox"/>	<input type="checkbox"/>	

Bidder/s evaluated on the above Site Visit Criteria must comply with all the requirements in order to be considered further for Price and Specific goals evaluation.

6. PRICE EVALUATION – PHASE 4

The evaluation for Price and B-BBEE shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

Evaluation criteria				Points
1.	Price			80
2.	Specific Goals			20
	#	Specific Goal	Proof	Points Allocation
	1	South African citizen who had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 200 of 1983) or the Constitution of the Republic of South Africa, 1996. (minimum 51% ownership or more)	CSD Report	10
	2	Women (minimum 51% ownership or more)	ID copy / CSD report	8
	3	Persons with disabilities (minimum 51% ownership or more)	Valid medical certificate issued by an accredited medical practitioner	2
Total				100

7. ANNEXURE G: PRICING SCHEDULE

This Annexure should be completed and signed by the bidder's authorized personnel as indicated below:

Note: All prices must be VAT Inclusive and must be quoted in South African Rand (ZAR)

Assume CPI over the period (merely for calculation purposes) to be 5% per annum.

The bidder will be required to price on the following (from the proposed Lease Agreement):

Price Schedule:

Item	No. of units	Unit	Price per unit (VAT Incl.)	Price (monthly) (VAT Incl.)
1. Rentable space		m ²		
2. Operational Costs (Rates & Taxes, Refuse removal, Electricity, etc.)		m ²		
3. On-site parking		Bays		
Total (VAT incl.) (monthly in year 1)				

Total (VAT Incl.) (annual – year 1)	
Assume CPI as 5% per annum over the five (5) years period.	
Total (VAT Incl.) (annual – year 2) incl. escalation -%	
Total (VAT Incl.) (annual – year 3) incl. escalation -%	
Total (VAT Incl.) (annual – year 4) incl. escalation -%	
Total (VAT Incl.) (annual – year 5) incl. escalation -% (A)	

Item	No. of units	Unit	Allowance/ m ² (VAT Incl.)	TOTAL Allowance (VAT Incl.)
Tenant Installation Allowance	200	m ²		

Item	No. of units	Unit	Allowance/ m ² (VAT Incl.)	TOTAL ONCE-OFF COST (VAT Incl.)
Tenant Installation after Tenant Installation Allowance (B)	200	m ²		

1. Please indicate your Total Bid Price **(A+B)** here:

R..... (Compulsory)

a) Important: It is mandatory to indicate your total bid price as requested in point (1) above. This price must be the total bid price (total cost over five (5) years period) **(A)** plus Tenant Installation after Tenant Installation Allowance **(B)**, when you submit your pricing schedule.

b) NOTE: All prices must be VAT inclusive and must be quoted in South African Rand (ZAR).

c) Are the rates quoted firm for the full period of the contract?

YES	NO
-----	----

Bidder's Name:.....

Signature:.....

Date:.....

THE NATIONAL TREASURY

Republic of South Africa



**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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incident al 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.

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.

- 21.4 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.
- 21.5 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.
- 21.6 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.

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.

23.3 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. Governin g 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. Applicabl e law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. Nation al Industrial Participation (NIP) Programme	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	<p>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).</p> <p>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.</p>

- 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.

