

Tender Number: RFP27/11/2021

Leasing of office accommodation and parking bays for the Gauteng Department of Social Development service point in Heidelberg for a period of 5 years: a gross leasable area of 1280 m2 and 35 parking bays

SEPTEMBER 2022

NAME OF TENDERING ENTITY :

TOTAL PRICE INCLUSIVE OF VAT: R.....

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PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	RFP27/11/2021	CLOSING DATE:	3 October 2022	CLOSING TIME:	11:00 AM
DESCRIPTION	Leasing of office accommodation and parking bays for the Gauteng Department of Social Development service point in Heidelberg for a period of 5 years: a gross lettable/ leasable area of 1280 m2 and 35 parking Bays.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT GROUND FLOOR CORNERHOUSE BUILDING CORNER COMMISSIONER AND PRILEY KA ISAKA SEME (SAUER) STREET MARSHALLTOWN, JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
CONTACT PERSON	Gopolang Monkwe		CONTACT PERSON	Penelope Sithebe	
TELEPHONE NUMBER			TELEPHONE NUMBER	076 510 6961	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Gopolang.monkwe@gauteng.gov.za		E-MAIL ADDRESS	penelope.sithebe@gauteng.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE STATUS PIN:		OR	CSD NUMBER:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS / SERVICES / WORKS OFFERED?	☐ Yes ☐ No [IF YES ANSWER FOREIGN SUPPLIERS QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		

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 ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

.....

DATE:

.....

INVITATION TO TENDER

Short description of requirements:	Leasing of office accommodation and parking bays for the Gauteng Department of Social Development service point in Heidelberg for a period of 5 years: a gross leasable/ lettable area of 1280 m2 and 35 parking Bays.
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Tender number:	RFP27/11/2021
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Tender Validity Period:	180 Calendar days
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Tender documents available from: <u>9 September 2022</u>	E-Tender portals: National Treasury: https://etenders.treasury.gov.za Gauteng Provincial Government e-tender portal: http://e-tenders.gauteng.gov.za
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Price of tender documents:	Bidders may download the tender documents from the above tender portals at their own cost
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Closing date:	<u>3 October 2022</u> Note: There will be public opening of bids. Moreover, closing registers will be uploaded on the e-tender portal 10 days after the tender closing date.
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Closing time:	11:00AM
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Address for submission of tenders:	Department of Infrastructure Development Corner House Building, Corner Commissioner and Pixley Ka Isaka Seme (Sauer Street) Marshalltown Johannesburg
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Tender Evaluation Steps:	1) Pre-qualification
	2) Mandatory / Compulsory Administrative Requirements
	3) Other Admin Requirements Applicable to this Procurement
	4) Functionality Evaluation Criteria
	5) Preference Point System Evaluation

Compulsory pre-bid meeting/site briefing meeting (all bidders who fail to attend the meeting will be disqualified)	No ☐	
	Yes ☒	
	Details of the compulsory pre-bid meeting/site briefing meeting is indicated below.	
	NB: Tenderers that do not attend the compulsory pre-bid meeting/site meeting will be disqualified.	
	Meeting Address:	Department of Infrastructure Development, Cornerhouse Building AUDITORIUM, Corner Sauer and commissioner Streets, Marshalltown, Johannesburg
	Date of meeting:	19 September 2022
	Time of meeting:	11:30 am
Pre-qualification criteria for preferential procurement	Failure to submit, meet and comply with the requirements outlined in <u>Section 7.</u> of the Terms of Reference, constitutes automatic disqualification of tender offer.	
Mandatory / Compulsory Administrative Requirements	Failure to submit, meet and comply with the requirements outlined in <u>Section 8.</u> of the Terms of Reference, constitutes automatic disqualification of tender offer.	
Other Administrative Requirements Applicable to this Procurement	The returnable documents applicable to <u>Section 9.</u> of the Terms of Reference must be fully completed and submitted	
Functionality Evaluation Criteria	Functionality evaluation will be conducted in accordance with <u>Section 10.</u> of the Terms of Reference, as summarised below.	
	Functionality Criteria	Total Points
	Location of a building in relation to public transport.	100 points
Site Visit Evaluation	The site visit will be conducted in accordance with <u>Section 11.</u> of the Terms of Reference.	
Applicable Preference Point System:	80/20 Preference Point System evaluation will be conducted in accordance with Section 12	

Enquiries technical:	Ms. Penelope Sithebe penelope.sithebe@gauteng.gov.za
Enquiries general:	Ms. Gopolang Monkwe gopolang.monkwe@gauteng.gov.za Queries will be entertained a day after the briefing meeting until 3 days before the closing of tender.
<u>Note to tenderers:</u> This tender is subject to the General Conditions and Special Conditions of Contract, the Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2017.	

1. PURPOSE

The purpose of this request is to source office accommodation for the Gauteng Department of Social Development for a period of 5 years in Heidelberg. The gross lettable/ leasable space required is 1280 m² and 35 parking bays.

2. ACCOMMODATION NORMS AND OTHER STIPULATIONS

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

The bidder should provide office space as per the Gauteng Department of Social Development in accordance with the Space Planning norms and Standards for office accommodation prescribed by the Department of Public Works Notice 1665 of 2005. The premises should make provision for the following:

Function and spatial requirements	Space Norms Workspace	Number of officials
Executive offices.	30m ² - 40m ²	0
Cellular offices (Closed offices) for senior management.	16m ² - 20m ²	9
Open-plan offices	6m ² - 8m ²	46

The bidder will ensure that open-plan offices which will be made available, will accommodate a maximum number of 24 officials (144m² - 192m²) at a time.

2.1 OFFICE PROPERTY

Provision of space including but not limited to office accommodation for the Gauteng Department of Social Development

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

2.2 BUILDING REGULATIONS AND COMPLIANCE

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

2.2.1 Parking

The required number of 35 bays must be provided. Should the offered building not provide 35 covered parking bays, at least 80% (28 parking bays) must be covered parking bays and the remaining 20% (7 parking bays) be shaded parking bays to accommodate the Gauteng Department of Social Development. The shaded parking bays must not be more than 500m away from the building provided.

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

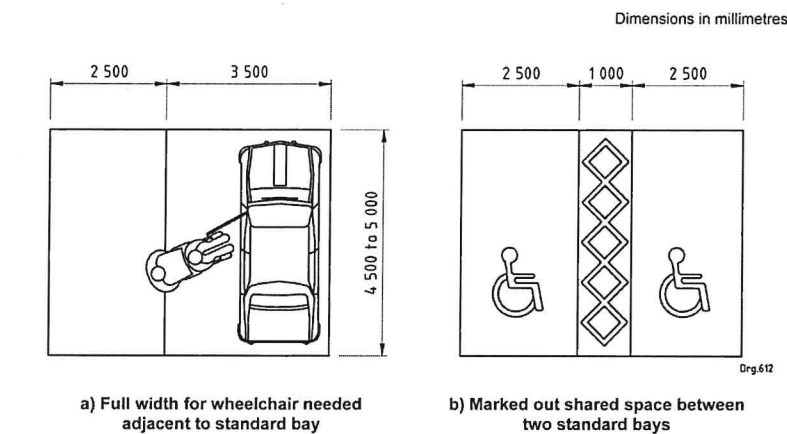


Figure 2 — Accessible parking bays

The following shall apply for disabled parking bays:

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

3. GAUTENG DEPARTMENT OF SOCIAL DEVELOPMENT STANDARDS

3.1 HEATING, VENTILATION AND AIR CONDITIONING

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

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

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

3.2 TOILET FACILITIES

The landlord shall provide fully functional and/or refurbished ablution facilities (*to the satisfaction of the Gauteng Department of Social Development*) as per SANS 10400 Part P -DRAINAGE using Tables 5 to 8 for a population of the particular sex for which the minimum provision is to be determined. Hygiene

equipment to be provided as per the Gauteng Department of Social Development requirements or as otherwise agreed before beneficial occupation of the premises by the Gauteng Department of Social Development.

The following standards shall be applied:

for a population of up to -	Male			Female	
	WC Pans	Urinal	Washbasins	WC Pans	Washbasins
120	3	6	5	9	5
<i>In excess of 120 add:</i>	<i>1 WC, 1urinal & 1 Basin for every 100</i>			<i>1 WC for every 50</i>	<i>1 Basin for every 100</i>

3.2.1 Sanitary Fixtures for Building (SANS 10400-1990)

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

3.2.2 People with Disabilities

People with disabilities have a right of access to the facilities and services that the building offers in any location. Access must be provided to the site and building as well as to every facility in the building. (South Africa, SANS10400 Part S)

Toilet facilities for people with disability (Clients and Staff) must be provided for, according to National Building Regulations, SANS 10400 Part S – Facilities for persons with disabilities, (Annex 1). All facilities for people with disability to be fitted with approved grab rails. It must also be noted that the Gauteng Department of Social Development is committed to providing amenities to people with bodily constraints.

- Maximum allowable travel distance to Disabled WC (Waste Closet) from any point in the building shall not exceed 200m
- All dimensions & set-out to comply with SANS 10400, Part S

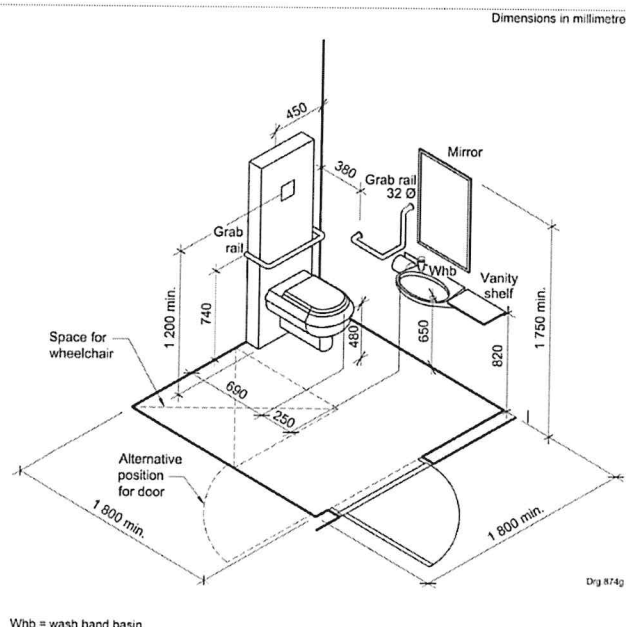


Figure – Layout of Disabled Ablution Facility

3.3 WATER SUPPLY

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

3.4 ELECTRICAL SUPPLY

The electrical power supply shall be metered separately from other tenants if sharing and power factor correction equipment shall be installed. The relevant municipal authority shall also confirm the power supply stability. The installation is to comply with all relevant regulations and by-laws. Sufficient power supply must be provided to increase demand at peak times up to 20% of normal use. Any program to upgrade the power supply to the premise must be submitted as part of the required returnable documentation.

3.4.1 Standby / Emergency Power Supply (Generator)

If not currently installed, provision must be made, and therefore any program to install and the specification of Standby/ Emergency Power Supply (Generator, Solar Panels etc.) must be submitted as part of the required returnable documentation. The generator should be able to power up the whole building (all electrical equipment including but not limited to, lifts, lighting, plug points etc.) and must be fully functional before the Department of Social Development takes Beneficial occupation of the building. (Should the building be readily available for occupation, the bidder will ensure that the generator/backup power is installed and functional before conclusion of the Lease Agreement. The bidder shall have a maximum period of one month to ensure the supply and installation of the generator).

The Standby/Emergency Power Supply must engage within 60 seconds or in accordance with the prescribed legislative requirements regarding Fire Safety Regulations and OHS Regulations.

The Standby/Emergency Power Supply, as a minimum is required, to provide power to the following equipment in the event of a power outage for 8 hours or as agreed with the Department of Social Development:

- All lifts including fireman's lift (if applicable) and service lifts.
- Lights including emergency lighting,
- Fire prevention systems (water tank pumps, fire detection systems, fire water pumps, fire alarms, smoke detectors, automated fire windows, fire emergency systems)
- Security systems (alarms, CCTV installations, server rooms, automated doors, access control areas)
- All other emergency related services

3.4.2 Power Points

Power points to be provided as per the Gauteng Department of Social Development requirements with the following guidelines:

The bidder must ensure that the following -

OFFICES:

The total amount of power points to be provided in the office space to accommodate the number of officials as indicated in clause 2.

- For office space, each person shall be provided with one single normal power point and one red power point
- For each third person, an additional white and additional red power point shall be installed. A maximum of five (5) users allocated to a 25A (Amp) circuit breaker
- The total amount of power points to be provided in the office space shall be able to accommodate the number of officials as per staff organogram numbers
- For open plan offices, an additional 2 normal power points and 2 red power points will be added for the use of printers or other equipment required by the Gauteng Department of Social Development.

In the case where a power skirting has been provided, the bidder will ensure that additional power points are installed, as per the proposed office layout to avoid electric wires extending across work areas.

3.4.3 Uninterrupted Power Supply (UPS) Requirements

The building's Un-interrupted Power Supply network, the equipment and all the electrical connections and Reticulation must be provided by the Landlord. The areas to be supplied with UPS to be determined during the tenant installation process.

3.4.4 Emergency Power – Configuration

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

3.4.5 Lightning Protection

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

3.4.6 Lighting

All interior lighting shall be designed and installed to conform to SABS 0114-1:1996 and SANS 10400 Part O – Lighting and Ventilation, for Buildings Classification G1. A professional lighting design engineer shall certify the design and installation and the cost consultants deemed to be included in the tendered rates.

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

- Lighting to comply to SANS 10114-1: 2005 Edition 3 for interior
- SANS 10114-1:2005 Edition 3 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10114-2:2009 Edition 1.2 Part 2: Emergency lighting.

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

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

3.5 FIRE PROTECTION AND RISK MANAGEMENT

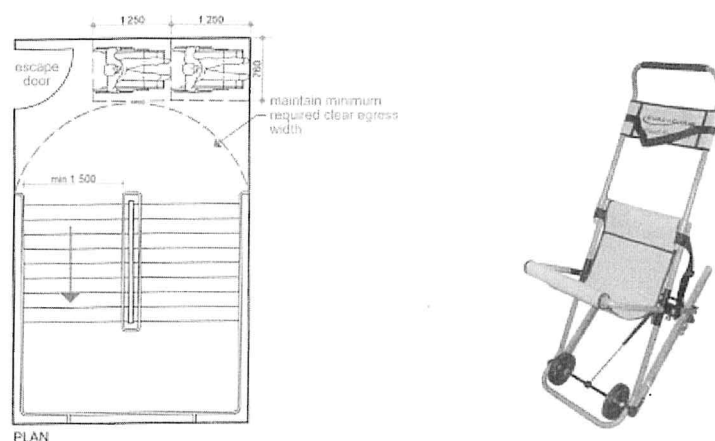
Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10040 Part T – Fire Protection. It will be required that a complete ASIB report be submitted, along with all other information regarding Fire compliance. Provisioning, Certification, continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period. Annual servicing of firefighting equipment is the sole responsibility of the bidder.

Any upgrade to existing Fire Protection Systems that may be needed due to the layout changes as required by the Gauteng Department of Social Development.

3.6 VERTICAL MOVEMENTS FOR OFFICE SPACE

3.6.1 Stairs

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



3.6.2 Lifts, Hoists and Escalators

Taking into account rules SANS 10400 T 4.45 to SANS 10400 T 4.48, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the SABS, it is required that the premises offered, which consists of more than two storeys, shall be provided with at least one (1) lift to be utilised as a passenger lift to transport persons or goods with a minimum payload of 1000kg at any given time. The minimum clear entrance to the lift car shall be of such dimension that it will be accessible for a wheelchair. The minimum recommended car width and depth should respectively be 1000mm and 1500mm. If the building has a basement, the lift shall also serve that area.

The number of lifts required to service functional areas shall be determined by the bidder and the calculation will be provided as part of the RFP issued to the DID.

3.6.2.1 Lift, hoist & Escalator Maintenance Contract

The offer shall at full occupation provide for the rand value including VAT of an anticipated or actual maintenance contract, per lift or hoist, and shall be certified by an independent Lift Consulting Engineer as a fair maintenance cost. The maintenance costs will be the responsibility of the landlord. The maximum turnaround time to attend occupied stops or breakdowns to be 30 minutes and 1 hour for unoccupied stops or breakdowns.

3.7 CARRYING CAPACITY OF FLOORS

The bidder shall issue a certificate, signed by an independent professional engineer (registered with ECSA) confirming the carrying capacity of such areas. The certificate will only be required once a bid is elected to be approved or as additional information upon request from the Gauteng Department of Social Development.

3.8 ACOUSTIC AND NOISE FOR OFFICE SPACE

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

3.9 SECURITY

The offer should include the bidder's plan for the provision of security to the premises. The supply of additional specialist security installations will be the sole responsibility of the Gauteng Department of Social development.

3.10 ACCESSIBILITY TO THE BUILDING

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

4. RATES

4.1 RATES AND MAINTENANCE

Rental rates and operational charges shall also include all future maintenance required to keep the building operational and shall be adjusted annually on the adjustment date (Excluding generator fuel – to be provided by the Gauteng Department of Social Development).

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

- Windows
- Roofs
- HVAC including cleaning the diffusers inside
- Lightning protection
- Plumbing
- Common area electrical reticulation
- Grounds and gardens
- Stormwater
- Parking; washing the external windows and facades and
- Generator maintenance

The Gauteng Department of Social Development will be responsible for, subject to the above-listed items, the cleaning of the interior of the premises. The landlord to provide security for the building/premise at their own cost.

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

4.1.1 Adjustments

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

4.1.2 Variations to the Rate

The offer to specify all variations to the rates and a complete list of allowances must be provided to the Gauteng Department of Social Development.

5. STANDARD SPECIFICATIONS

5.1 SANS SPECIFICATIONS

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

5.1.1 Occupational Health and Safety Act

The premises/building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended and the latest issue of SABS 0142: "Code of Practice for the Wiring of Premises" before occupation of the building.

5.1.1.1 Codes of Practice – Interior Lighting SABS 01141996 – Part 1.

5.1.1.2 The National Building Regulations and Building Standards Act 1977(Act 103 of 1977), as amended (SANS 10400).

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

5.1.1.4 The local fire regulations.

5.1.1.5 Lightning protection SANS 10313.

5.1.1.6 Lifts, escalators and passenger conveyor regulation.

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

6. ADDITIONAL REQUIREMENTS

The building must:

- 6.1 Have an unimpeded entrance to the public area from street level.
- 6.2 Be in close proximity of public parking facilities and retail banking and other commercial nodes.
- 6.3 Have sufficient ground floor coverage and be suitable for functional operations.
- 6.4 Have available space on the ground floor for administration and intake.
- 6.5 Include an IT Server room of 16 m² with Air-conditioning. In case of multi storey building additional 8m² IT Server room must be provided at each floor.
- 6.6 Include strong rooms with the concrete floors, concrete roof and an approved strong room door on each floor.
- 6.7 Make provision for a registry (archives) facility for document filling. (floor to be structurally sound to carry filling cabinet).
- 6.8 The building can be shared with other tenants, however there must be space demarcated for office space (kitchens, ablutions etc) that cannot be shared.

7. PRE-QUALIFICATION CRITERIA

Gauteng Department of Infrastructure Development will apply the pre-qualification criteria in accordance with Regulation 4.(1)-(a) and 4.(1)(b) of the Preferential Procurement Regulations, effective from 1 April 2017.

Pre-qualification criteria for preferential procurement

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

- (a) a tenderer having a stipulated minimum B-BBEE status level ~~(1, 2, and 4)~~ of the contributor at B-BBEE Level 1 or 2 or 4;
- (b) an EME or QSE;

Requirement for Pre-qualification:

Submission of completed preference points claim Form (SBD 6.1) including a valid B-BBEE certificate issued by a SANAS Accredited Agency or valid sworn affidavit with the bid document to substantiate preference points claimed. NB! Sworn affidavit must be signed by deponent and attested by a Commissioner of Oath. A B-BBEE certificate for an EME, issued by the Companies & Intellectual Property Commission (CIPC) on behalf of the DTIC which serves as an Affidavit, must be valid.

(A consortium or JV must submit a valid SANAS accredited consolidated B-BBEE certificate for this specific project/ tender, no sworn affidavit will be accepted for a consortium or JV). B-BBEE certificates or sworn affidavits that do not comply with B-BBEE requirements will be disqualified. NB: A tender that fails to meet any pre-qualifying criteria stipulated in the tender document will be disqualified.

8. MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS

Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer.

- Submission of fully completed and signed SBD forms (SBD 1, SBD 3.1 and SBD 4)
- The building must be situated in Heidelberg (***proof of address must be submitted***)
- Proof of ownership of the building by the bidder/Proxy or agreement between the bidder and the owner of the building. In case of lease agreement, the bidder must submit proof of right to sub-let.
- Joint venture agreements or consortia agreement in case of joint venture or consortium must be signed by all parties thereto and must indicate the percentage revenue split between the parties.
- The size of the office space must be gross leasable/ lettable area of 1280m² (***approved plans by local municipality – with dimensions, to be provided***) ***A3 documents acceptable***)
- The required number of 35 parking bays must be provided. Should the offered building/premises not provide 35 covered/shaded parking bays, at least 80% (28 parking bays) must be covered/shaded parking bays provided on the premises and the remaining 20% (7 parking bays) be off site covered/shaded parking bays to accommodate the Gauteng Department of Social Development. The additional covered/shaded parking bays must not be more than 500m away from the building provided. The 35 parking bays may not be shared with other tenants, including retail tenants. The bidder must provide a **signed commitment letter as confirmation of parking bay exclusivity**.

- **Commitment / Undertaking letter** from bidder indicating building's compliance with OHS and SANS 10400.
 - Accessibility of the building for persons with disability as per SANS 10400 PART S,
 - Provision for backup water supply for drinking purposes and a separate supply for fire fighting equipment,
 - Backup power supply in a form of: backup generator, Solar panels, photovoltaic panels, or similar back up power (to power up the entire building in case of power outage).
- Compliance certificates provided by relevant authorities/ bodies:
 - Occupation Certificate
 - Electrical COC
 - Structural Engineer Report (not older than 1 year), provided by a registered structural engineer as per ECSA (Appointed engineer credentials to be attached)
 - Certificate of Compliance (Plumbing)
 - Fire compliance Certificate (as issued by the Local Authority)
 - Fire Detection Certificate and fire systems installation
 - Lifts – SANS – Comprehensive Report (If applicable)

9. OTHER ADMINISTRATIVE REQUIREMENTS THAT WILL BE APPLICABLE TO THIS PROCUREMENT

- Submission of proof of registration with CSD (CSD registration report or MAAA number)
- Submission of Company registration documents (e.g. Founding Statement CK1/ Certificate of Incorporation – CM1, etc.)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status.
- Certified copy of the Identity Document of all owners/ shareholders/members/directors/ Trustees. Certification as a true copy of the original must not be older than 6 months prior to bid closing.
- Building can be shared with other office related businesses or tenants

10. FUNCTIONALITY EVALUATION CRITERIA:

During this stage bids that do not meet the minimum threshold of 65 points for functionality evaluation will be disqualified and will not be considered for the second stage of evaluation i.e. price and preference points.

Functionality:	
Functionality Total Points:	100
Minimum points that should be achieved to be found responsive	65

Main functionality criteria:	Sub criteria	Points allocation for sub-criteria	Total functionality points:
Location of a building in relation to public transport.	Building within 200m from public Transport (Taxi Rank and Bus Stop/ Station)	100 points	100 points
	Building between 201m-400m from public transport (Taxi Rank and Bus Stop/ Station)	85 points	
	Building between 401m and 600m away from public transport Taxi Rank and Bus Stop/ Station)	65 points	
	Building between 601m and 800m from public transport (Taxi Rank and Bus Stop/ Station)	45 points	
	Building between 801m and 1000m away from public transport (Taxi Rank and Bus Stop/ Station)	25 points	
	Building over 1001m away from public transport (Taxi Rank and Bus Stop/ Station)	0 points	
	NB: Bidders to provide proof of address of the building in support of the above requirement		

11. SITE VISIT EVALUATION

The Gauteng Department of Infrastructure Development will undertake site visits to the shortlisted bidders to evaluate and confirm their responses to the bid specification requirements. Should the Department determine that the specifications attested to by the bidder do not meet the required compliance requirements outlined in the Terms of Reference, the bidder will be disqualified and any points allocated to the bidder during the desktop functionality evaluation will be withdrawn.

12. PREFERENCE POINT SYSTEM EVALUATION

Gauteng Department of Infrastructure Development will apply the 80/20 preference point system in accordance with Regulation 6 of the Preferential Procurement Regulations, effective from 1 April 2017.

PREFERENCE POINT SYSTEM	POINTS
Price	80
B-BBEE Status Level of Contributor	20

13. SPECIAL CONDITIONS OF TENDER

Furthermore, the following compliance certificates will be required to be submitted by the successful bidder after Tenant installation has been completed, before Client Department can take Occupation of the building: (should the building be readily available for occupation, the bidder will ensure that the below mentioned certificates and guarantees are submitted before conclusion of the Lease Agreement) The certificates and guarantees should be valid for the duration of the leased (5 years)

- Energy Efficiency Certificate (if applicable)
- Waterproofing Guarantee
- Glazing Certificate
- COC – HVAC (Air Conditioning), Bidders must provide proof of functionality by a registered engineer and an air quality certificate prior occupation.
- Lifts – SANS – Comprehensive Report
- Water Quality Test
- Air quality Test
- Copy of Asbestos Clearance Certificate, certifying that building does not contain harmful materials in line with OHSA act as issued by AIA

14. TENANT INSTALLATION REQUIREMENTS

The bidder shall provide the following documentation, that will form part of the required returnable documentation to determine the condition of the building/premises.

- As-built drawing for the building (Approved by the local municipality). All floors to be shown, including any basement parking and any another building/s on the site.
- A detailed conditional assessment of the building, indicating the conditions of the floors, ceilings, walls, roofs, glazing, existing condition of HVAC and life expectancy of the units, firefighting equipment, parking.
 - The bidder at his/her cost will make sure that the HVAC of the building complies with all requirements after the Office of the Premier has provided the spatial needs. The cost will be for the bidder and not form part of the Tenant Installation amount made available by the successful bidder.
 - The Conditions of the floor finishes should be in good condition. The bidder shall make sure that the floors are usable, and the cost for fixing any floor finishes should not be allocated on the Tenant Installation provision to be made available by the successful bidder.

14.1 TENANT INSTALLATION ALLOWANCE:

14.1.1 Tenant Installation:

The tenant installation allowance to be provided by the bidder, shall be adequate to install the premises in accordance with the spatial requirements of the **(Name of Client Department)**

The bidder shall attend to the installation of the premises, including the provision of floor coverings, drywalling, wall coverings, doors and ironmongery, ceilings thereto.

The bidder should take into account the space planning exercise that will be required (where the client department will issue final specifications of the layout based on the successful bidder's building/premises) and the tenant installation allowance provided should be such that it will not require cost overruns. (Tenant installation will be completely carried out by the successful bidder)

Should the costing of the signed scope of works exceed the Tenant installation amount, the bidder will allow for the shortfall

The bidder should make provision (in the Tenant Installation allowance) for the appointment of a Professional team (at the bidder's cost) for works that will be carried out on the building. The professional team will consist of the following but not limited to:

- Professional Architect/ Senior Architectural Technologist (Registered with SACAP)
The Architect to provide floor layouts as per the requirements of the Office of the Premier during Tenant Installation, provide a scope of works, and the material specification.
Provide sketch plans for signing off by the Department of Social Development and technical documentation sufficient for municipal approval.
- Professional Quantity Surveyor (Registered with SAQA)
To provide a BOQ or costing for the scope of works determined by the appointed architect and approved by the Department of social Development
- Professional Structural Engineer (Registered with ECSA)

Fire consultant, heritage consultants, green building consultants and professional electrical engineer to be appoint by the bidder depending on the scope of works and the complexity of the premises/ building

Provision should be made by the bidder for the following as a guideline:

Tenant Installation amounts should be aligned with following specifications taken into consideration and the proposed material installed as per the Gauteng Department of Social Development requirements as follows:

Provision should be made for the following:

Tenant Installation amount should be aligned taking into consideration the following specifications:

1. Walls (demarcations of spaces)

a. Drywalling for Offices

The Tenant Installation Amount should be able to accommodate the drywalling for offices as indicate in clause 2 for 1 executive office, 69 Cellular offices and open plans to accommodate 350 officials. Partitioning to be:

- i. Fire rated Plaster boards (1hr) manufactured in accordance with the latest edition of SANS 266:2003 edition 2.2 consisting of aerated gypsum core with suitable additions fibreglass stands and unexfoliated vermiculite bonded to durable paper liners.
- ii. The framework of the drywall systems shall be manufactures of galvanised steel as recommended by the manufacture.
 - i. Safety Glazing as per SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the markings are visible in individual panes after installation.

b. Meeting rooms and Boardrooms.

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

- i. Safety Glazing as pe SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the markings are visible in individual panes after installation.

2. Floor Covering

a. Cellular Offices (for 16 offices)

- i. 500mm x 500mm (or similar approved) Carpet tiles, suitable for General commercial application (Class 32) with minimum 5 year guarantee under general contact use.

b. Open Plan Offices (for 39 officials)

- i. 500mm x 500mm (or similar approved) Carpet tiles, suitable for General commercial application (Class 32) with minimum 5 year guarantee under general contact use.

c. Boardrooms and meeting rooms:

- i. 500mm x 500mm (or similar approved) Carpet tiles, suitable for General commercial application (Class 32) with minimum 5 year guarantee under general contact use.

d. Common areas (Passages, lobbies and waiting areas incl. Reception Area)

- i. 600 x 600mm non-slip Porcelain floor (or Similar and approved) tiles laid. Allow for good quality porcelain tile adhesive and tile grout as recommended by tile supplier.

e. Registry and filing rooms:

- i. 600 x 600mm non-slip Porcelain floor (or Similar and approved) tiles laid. Allow for good quality porcelain tile adhesive and tile grout as recommended by tile supplier.

3. Doors and Ironmongery

a. Cellular Office

- i. 2400 x 813mm (or Similar and approved) semi-solid fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.

b. Open plan Offices

- i. 2400 x 813mm (or Similar and approved) semi-solid fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.

c. Boardrooms and meeting rooms:

- i. Safety Glazing door as per SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the markings are visible in individual panes after installation.

d. Registry and filing rooms:

- i. 1 and half leaf doors (or Similar and approved) semi-solid (1hour) fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.

4. Wall covering

a. Cellular Offices

- i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

b. Open Plan offices

- i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

c. Boardrooms and meeting rooms

- i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

d. Common areas (Passages, lobbies and waiting areas incl. Reception Area)

- i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

e. Registry and filing rooms:

- i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

14.2 ENTRANCE AND RECEPTION AREAS

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

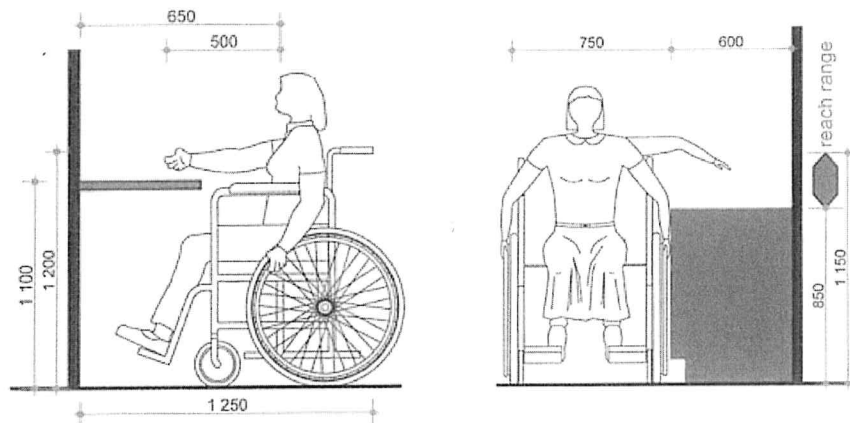


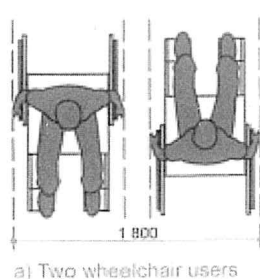
Figure 1 - Disabled friendly counter heights & widths (Muller, 2013)

Figure 2 - Reach range over an obstacle (Muller, 2013)

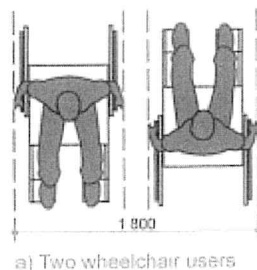
14.3 ACCESS ROUTES

Provision of an accessible route from the site / building entrance or drop-off areas to main entrance of the building must be provided. (South Africa, SANS10400 Part S). The width of access routes should be determined by the amount of users, as well as stipulations from SANS 10400, Part T.

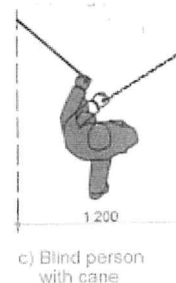
Description	Width of Access
High Traffic Area	1800mm
Medium Traffic Areas	1500mm
Low Traffic Areas	1200mm
Recommended minimum width	1000mm
Minimum width	900mm



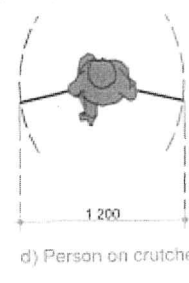
a) Two wheelchair users



a) Two wheelchair users



c) Blind person with cane



d) Person on crutches

14.4 DOORS AND WALKWAYS

- Passages / Walkways to be minimum of 1,2 m wide for wheelchairs to pass each other, or where it is not possible frequent intervals must be provided where wheelchairs are able to pass each other
- Where wheelchairs needs to change direction allow for 1,5m turning circle. See SANS10400 Part S.
- Doorways should be a minimum of 813mm, however the 900mm door is preferable for ablutions, and one-and-a-half leaf doors / double doors for high access areas like therapy areas, multi-purpose areas, computer labs, libraries, etc.
- Any handle fitted to a door leaf of any door in emergency rout or feeder route or toilet facility for use of disabled persons shall be of lever type and be installed at a height of not more than 1200mm above floor level
- Any difference in level of the surface of a floor at any threshold shall not be more than 15mm.

15. USE OF PREMISES AND REINSTATEMENT:

The building and offered parking bays will be occupied and used by the Department of Social Development for a duration of **5 years**. The bidders will ensure that guarantees of items installed during Tenant Installation should last for the entire leased period.

The bidder will be responsible for the reinstatement of the premises/ building at his/her cost when the agreed leased period comes to an end and the building has been fully vacated by the Department of Social Development. The process of the reinstalment, (not limited to appointment of required service providers, scoping, costing, demolishing, remedial work on the building and construction) will be the responsibility of the bidder, and the bidder will reinstate the building at no cost to the Department of Social Development.

16. COST CALCULATION

Rental for Office Space

Net Rental per m²:

Operating costs per m²:

Other costs per m²:

Gross Rental per m²:

17. COST CALCULATION

The following costing tables must be duly completed:

A. Rental for Office Space							
Period	Office Space Total m ²	Rate per m ²	Basic Rental Cost per Month excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year incl. VAT	Cumulative Cost Year-on-Year
1 st year	1280						
2 nd year	1280						
3 rd year	1280						

4 th year	1280						
5 th year	1280						
Total							
Grand Total: Office Space for 5 Years						R	

The **operational cost** will be inclusive of the following items (Bidder to list below):

.....

.....

.....

.....

Rental for Parking Space

Rate per bay for Covered Parking:

Rate per bay for Shaded Parking:

B. Rental for Covered Parking Bays							
Period	No. of Covered Parking Bays	Rate per bay p/m	Basic Rental excl. VAT	VAT	Total Cost per Month incl. VAT	Total Cost per Year incl. VAT	Cumulative Cost Year-on-Year
1 st year							
2 nd year							
3 rd year							
4 th year							
5 th year							
Total							
Grand Total: Covered Parking Space for 5 Years						R	

C. Rental for Shaded Parking Bays							
Period	No. of Shaded Parking Bays	Rate per bay p/m	Basic Rental excl. VAT	VAT	Total Cost per Month incl. VAT	Total Cost per Year incl. VAT	Cumulative Cost Year-on-Year
1 st year							
2 nd year							
3 rd year							
4 th year							
5 th year							
Total							
Grand Total: Shaded Parking Space for 5 Years						R	

Grand Total Parking Space (B + C)	R
-----------------------------------	---

Tenant Installation Allowance

No.	Rate per m ²	Total Contribution
1		
2		

Total Bid Price for Office Space, Parking Bays VAT Included (A+B+C):

R _____
(to be carried over to SBD 3.1)

QUERIES

Queries in respect of the proposal should be directed as follows:

Compliance Queries:

Gopolang Monkwe

E-mail: gopolang.monkwe@gauteng.gov.za

Technical Queries:

Penelope Sithebe

Email: penelope.sithebe@gauteng.gov.za

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

*Delete if not applicable

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

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.

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

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.

- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....
.....

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

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

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

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections,
tests and
analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation Programme (NIP)

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.