



## public works & roads

Department:  
Public Works and Roads  
North West Provincial Government  
**REPUBLIC OF SOUTH AFRICA**

Modiri Molema Road  
Old Parliament Complex  
Mmabatho, 2735  
Private Bag X 2080, Mmabatho, 2735

### SUPPLY CHAIN MANAGEMENT

Tel.: +27 (18) 388 4483  
Email: doliphant@nwpg.gov.za

#### INVITATION TO BID

**BID NO PWR 165/23: Leasing of accommodation (Existing Building) measuring 731m<sup>2</sup> with 16 Covered Parking Bays through open tender on behalf of the Department of Health Maquassi Hills Sub District Office in Wolmaranstad for a period of 36 months**

1. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. Kindly receive attached the following documents:
  - 2.1. SBD 1 - Invitation to bid form
  - 2.2. SBD 2 - Tax Clearance Requirements
  - 2.3. SBD 4 - Declaration of interest
  - 2.4. SBD 6.1- Claim form in terms of the Preferential Procurement Regulations 2022
3. All the documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Old Parliament Building Gatehouse Mmabatho, **Department of Public Works and Roads**
4. Duly completed and signed original bid documents should be sealed in an envelope marked:

**Bid No** : PWR 165/23

**Bid Description** : Leasing of accommodation (Existing Building) measuring 731m<sup>2</sup> with 16 Covered Parking Bays through open tender on behalf of the Department of Health Maquassi Hills Sub District Office in Wolmaranstad for a period of 36 months

**Closing Time** : 08<sup>th</sup> December 2023 at 11h00

No telegraphic or facsimile bids will be considered.

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
6. For more information, please contact the following:

**Department** : Public Works and Roads

**Contact Person** : Mr. J. Mathabela 018 388 4604



## **BID REQUIREMENTS**

- a. All bidding Vendors must have a Valid Bank account
- b. All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official

## **7. REQUIRED DOCUMENTATION**

The prospective bidders are required to provide the following documentation:

- Original completed and signed applicable Bid Documents
- Company Registration Certificate from the Registrar of Companies
- Original Valid Tax Clearance Certificates
- Joint Venture Agreement signed by both parties where applicable
- Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company
- CSD Report of the Company

## **8. EVALUATION CRITERIA AND PROCESSES TO BE USED**

The evaluation process will entail the following phases:

Phase 1 – Evaluation on Legal requirements  
Phase 2—Technical/ Functional requirements  
Phase 3- 80/20 Points Preference System

  
.....  
MR. MJ MOIPOLAI  
DIRECTOR SUPPLY CHAIN MANAGEMENT

13/11/2023  
.....  
DATE





**public works & roads**

Department  
Public Works and Roads  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

Tel: 018-388-4604

Ngaka Modiri Molema Road  
Department of Public Works and Roads  
Private Bag X2080  
Mmabatho  
2735

Fax: 086-646-0185

**TENDER No: PWR 165/23**

**FOR**

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**

**TENDER DOCUMENT**

*November 2023*

Issued by:

Accounting Officer  
Department of Public Works and Roads  
Private Bag X2080  
Mmabatho  
2735  
Tel: 018-388-1483  
Fax: 086-646-0185

**NAME OF TENDERER:**

**ADDRESS:**

**PHONE:**

**FAX:**

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



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<b>PART T1:</b>	<b>TENDERING PROCEDURES .....</b>	<b>3</b>
T1.1.1	TENDER NOTICE:.....	4
T1.1.2	INVITATION TO TENDER SBD 1 .....	5
T1.1.3	CONDITIONS FOR TENDER SUBMISSION .....	7
T1.2	TENDER DATA.....	10
<b>PART T2:</b>	<b>RETURNABLE SCHEDULES.....</b>	<b>16</b>
<b>PART C2:</b>	<b>PRICING SCHEDULE AND SCOPE OF WORK .....</b>	<b>34</b>
<b>PART C3:</b>	<b>DETAILS ON OPERATING COSTS AND BUILDING REQUIREMENTS.....</b>	<b>38</b>

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# PART T1: TENDERING PROCEDURES

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
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### T1.1.1 TENDER NOTICE:

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23  
BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING  
731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF  
HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD  
OF 36 MONTHS**

**TENDER NUMBER** : PWR 165/23

**CLOSING DATE** : 08 DECEMBER 2023

**CLOSING TIME** : 11:00

**TENDER VALIDITY PERIOD** : 90 DAYS

**BRIEFING SESSION** : NO BRIEFING SESSION

**DESCRIPTION** : NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS  
TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF  
OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH  
16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT  
OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN  
WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS

**TENDER SUBMISSION REQUIREMENTS:** X1 ENVELOPE (SUBMISSIONS MUST BE SUBMITTED IN ONE  
ORIGINAL HARDCOPY)

**TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:**  
THE DEPARTMENT OF PUBLIC WORKS AND ROADS  
NGAKA MODIRI MOLEMA ROAD, MMABATHO  
OLD PARLIAMENT COMPLEX – GATE HOUSE

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
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Fax: 086-646-0185

**T1.1.2 INVITATION TO TENDER****SBD 1****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND ROADS**

BID NUMBER:	PWR: 165/23	CLOSING DATE:	08 DECEMBER 2023	CLOSING TIME:	11H00
DESCRIPTION	<b>NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS</b>				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (STREET ADDRESS)

<b>Modiri Molema Road</b>			
<b>Provincial Head Office</b>			
<b>Mmabatho</b>			
<b>2735</b>			
<b>SUPPLIER INFORMATION</b>			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
	TCS PIN:	OR	CSD No:
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL INCLUSIVE)		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
CONTACT PERSON	MS. JOHANNA HART	CONTACT PERSON	MR JABULAI MATHABELA
TELEPHONE NUMBER	018 388 4476	TELEPHONE NUMBER	018 3884604
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:jhart@nwpg.gov.za">jhart@nwpg.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:jmathabela@nwpg.gov.za">jmathabela@nwpg.gov.za</a>

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**





## **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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

### **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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

### **3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. 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.

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
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## **T1.1.3 CONDITIONS FOR TENDER SUBMISSION**

### **1 Proprietary Information**

- 1.1 The NWDPWR considers this tender and all related information, either written or verbal, which is provided to the respondent, to be proprietary to NWDPWR. It shall be kept confidential by the respondent and its officers, employees, agents, and representatives. The respondent shall not disclose, publish, or advertise this specification or related information to any third party without the prior written consent of NWDPWR.

### **2 Enquiries**

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: [jhart@nwpg.gov.za](mailto:jhart@nwpg.gov.za) and [jmathabela@nwpg.gov.za](mailto:jmathabela@nwpg.gov.za)
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the: **01 December 2023.**
- 2.3 ***Tenderers may not contact any other NWDPWR employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the Tender from the time when Tender is advertised to the time the Tender is awarded. Any effort by a Tenderer to influence Tender evaluation, Tender comparisons, or Tender award decisions in any manner, may result in rejection of the Tender concerned.***
- 2.4 All the documentation submitted in response to this tender must be in **English**.
- 2.5 The Tenderer should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NWDPWR regarding anything arising from the fact that pages are missing or duplicated.

### **3 Validity Period**

- 3.1 Responses to this tender received from suppliers will be valid for a period of **90 days** counted from the closing date of the tender.

### **4 Submission of Tenders**

Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, TENDER REF NUMBER: PWR 165/23). The sealed envelopes must be placed in the tender box at North West Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Complex, Mmabatho (Gate House)

- 4.1 By no later than **11h00 on 08 December 2023**
- 4.2 The closing date, service provider name and the return address must also be endorsed on the envelope. If a courier service provider is being used for delivery of the Tender document, the Tender



description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the TENDER BOX.

- 4.3 No tender received by telegram, telex, email, facsimile, or similar medium will be considered. Where a tender document is not in the tender box at the time of the Tender closing, such a Tender document will be regarded as a late Tender. Late Tenders will not be considered.
- 4.4 Amended tenders may be sent, together with the original tender, in an envelope marked "Amendment to Tender" and should be placed in the Tender box before the closing date and time. An amendment tender without TOTAL TENDER PRICE - N/A original Tender document will not be considered.
- 4.5 The Tenderer is responsible for all the cost that they shall incur related to the preparation and submission of the Tender document.
- 4.6 Kindly note that NWDPWR is entitled to amend any Tender conditions, validity period, specifications, or extend the closing date of Tenders before the closing date. All Tenderers, to whom the Tender documents have been issued, will be advised in writing of such amendments in good time.
- 4.7 NWDPWR also reserves the right to award this Tender as a whole or in part without furnishing reasons.
- 4.8 NWDPWR reserves the right to, amongst other things, conduct unscheduled or scheduled site visit/s to satisfy itself, as to the validity of the information provided on this Tender documents.
- 4.9 An incomplete price list shall render the Tender non-responsive.
- 4.10 NWDPWR reserves the right to review the pricing/financial proposal submitted by the Tenderer and make an assessment if their proposed costing is market related or not and reserves the right to negotiate or not to negotiate with the preferred Tenderer or any Tenderer as per the recommendation of the DBAC. The process for negotiation will be governed by the NWDPWR internal SCM processes as approved and in line with Preferential Procurement Regulation of 2022.
- 4.13 NB: All reference to NWDPWR on this Tender document includes its subsidiaries who are affected by the deliverable of this Tender document.
- 4.14 The General Condition of contract are part of this tender document and will be incorporated as an annexure and those will be Tendering to the Tenderer whether they are returned and submitted with the Tender response or not and will remain Tendering to the Tenderer whether initialed or not.
- 4.15 None of these Tender conditions are to be changed by the Tenderer unless agreed in writing and approved by NWDPWR.

**IF ANY OF THE ABOVE-MENTIONED CONDITIONS IS NOT MET AND/OR ANY OF THE REQUESTED DOCUMENTS ARE NOT SUBMITTED AS PRESCRIBED, THE TENDER EVALUATION COMMITTEE WILL DISQUALIFY THE TENDER**

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Private Bag X2080  
Mmabatho  
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Fax: 086-646-0185

1. Tender Documents must be completed with ink (Blue or black) and not typed. No correction fluid/tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.

Tender documents must be secured together preferably bound or contained in a lever arch file. The North West Department of Public Works and Roads shall not be liable for any loss of documents as a result of not being properly secured upon submission.

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## T1.2 TENDER DATA

Clause Number	
F.1.1	The employer is the <b>Department of Public Works and Roads, North West Provincial Government.</b>
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p><b>Part T1: Tendering Procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable Documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable Schedules</p> <p><b>Part C1: Agreements and contract data</b></p> <p>C1.1 Special Conditions of Contract (SCC)</p> <p><b>Part C2: Pricing data and Scope of work</b></p> <p>C2.1 Pricing Schedule</p> <p>C2.2 Scope of Work</p> <p><b>Part C3: Details on operating costs and building requirements</b></p> <p>C3.1 Details on operating costs</p> <p>C3.2 Building requirements</p>
F.1.4	<p>The employer's representative is:</p> <p>Name: Jabulani Mathabela</p> <p>Address: Department of Public Works and Roads Private Bag X2080 Mmabatho 2735</p> <p>Tel: 018-388-4604</p> <p>E-mail: <a href="mailto:jmathabela@nwpg.gov.za">jmathabela@nwpg.gov.za</a></p>
F2.1	<b>Functionality criteria</b> - The threshold is 60% however, if no one qualifies, a second threshold of 50% will be applied.
F.2.7	No briefing session

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Clause Number	
F.2.12	'No alternative offers will be considered.'
F.2.13.1	Tenderers are obligated to offer all parts of the works, services or supply identified in the contract data:
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: Gatehouse Old Parliament Building Mmabatho</p> <p>Physical address: Ngaka Modiri Molema Road, Department of Public Works, and Roads, Mmabatho, 2735</p>
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time and location for submission of tender offers is <b>11h00 on 08 December 2023 at Gatehouse, Old Parliament Building.</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>90 Days.</b>
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;(As Per SBD1 requirements and Returnable Schedule)</p>



## **FUNCTIONALITY CRITERIA**

### **Office space and parking requirements**

- A maximum **731m<sup>2</sup>** or minimum **585m<sup>2</sup>** of office space
- Maximum of **16** and minimum of **13** parking bays

Therefore, a maximum total of **731m<sup>2</sup>** of workspace is required (Please refer to the space needs sheet in the tender document).

### **Office grading**

The accommodation grading should comply with **minimum Grade C** in line with the **SAPOA** Condition Rating Scale.

The bidder must provide proof of whether the building is an A, B or C grade. Proof of grading must not be older than 12 months and must be issued by an organization/independent professional accredited by South African Property Owners Association (SAPOA) and/or any other equivalent in line with their requirements.

### **Location and accessibility**

The building should be within **Wolmaransstad**

Preferred location: CBD – 4 points, CBD Periphery – 3 points, Industrial – 2 points

Preferred Locational Zone	Distance
Central Business District	Between 0 – 2km from public transport amenities
Central Business District Periphery	Between 2,1km – 4km from public transport amenities
Industrial	Between 4,1km – 5km from public transport amenities

The building must be closer to public transport routes and be a reasonable walking distance from public transport amenities. The building should also cater for people with disabilities.

- Documentation proofing ownership of the immovable property that is offered; i.e. title deed to prove ownership of the property (such title deed to indicate ownership by the bidder as per the bidder's registered name) or the financial institution through which the bidder is financing the property with supporting documentation such as an offer to purchase, purchase and sale agreement, and the loan/bond agreement must be submitted.
- Bidders must also submit a design or layout plan indicating the size of the property on offer, or from which the size can be accurately calculated.
- Documents to be submitted: Municipal Zoning Certificate, Approved Building Plans, Tenant Layout Plans and Site Development Plans.

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS  
ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN  
WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**





**Selection Criteria Table**

No	Selection Criteria-Tender Rating Matrix		A	B	C
			Tender rating score 1 – 3	Weighting	Tenderer's score (%) =AXB/3
1.	Size: Office space (m <sup>2</sup> ) as per floor plan	731m <sup>2</sup> (100% of office space) – Floor plans attached as proof	3	60%	
		658m <sup>2</sup> (90% of office space) – Floor plans attached as proof	2		
		585m <sup>2</sup> (80% of office space) – Floor plans attached as proof	1		
2.	Number of parking bays	16 covered parking bays (100% parking bays) – Site Development Plan attached as proof	3	20%	
		14 covered parking bay (90% parking bays) – Site Development Plan attached as proof	2		
		13 covered parking bay (80% parking bays) – Site Development Plan attached as proof	1		
3.	Office condition rating	Grade A – High quality properties providing good access; professionally managed with continued above average maintenance. (Proof of office grading attached)	3	20%	
		Grade B – Generally older buildings but accommodation and finishes are close to modern standards. (Proof of office grading attached)	2		
		Grade C – Buildings in fair condition but with older style finishes, services and building systems. (Proof of office grading attached)	1		

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**





The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

**Proposed Comprehensive Tenant Layout plans and Site Plans of the accommodation offered must be submitted with the bid**

### **SPECIFIC GOALS AS AN EVALUATION CRITERIA**

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

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points  
(Note to tenderers: The tenderer must indicate how they claim points for each preference point system)*

The evaluation criteria for the second phase of evaluation will be as follows:

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	Enterprises owned by black people OR people with disability – (minimum ownership 51%)	10	
	Enterprises based in the North West Province	6	
	Enterprises based outside the North west Province	4	
	MAX POINTS	20	

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



## public works & roads

Department  
Public Works and Roads  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

Tel: 018-388-4604

Ngaka Modiri Molema Road  
Department of Public Works and Roads  
Private Bag X2080  
Mmabatho  
2735

Fax: 086-646-0185

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### Disability

Bidders are requested to attach A completed SARS "confirmation of Diagnosis of Disability from a registered medical practitioner, A medical report OR a SASSA disability grant

### Locality

Bidders are requested to submit statement of municipality account, title deed and/or letter of occupancy from the Traditional Council as proof of location.

The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

The 80/20 bid evaluation criteria shall be applicable, where:

**Price = 80 points**

**Specific Goals = 20 points**

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS  
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# PART T2: RETURNABLE SCHEDULES

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



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<b>PART T2: RETURNABLE SCHEDULES.....</b>	<b>16</b>
T2.1 LIST OF RETURNABLE DOCUMENTS .....	18
FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY .....	19
FORM A2: SBD 4 COMPULSORY DECLARATION .....	20
FORM A3: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 .....	23
FORM A4: SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS .....	27
FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS .....	28
FORM A6: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS.....	29
FORM A7: COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS .....	29
FORM A8: NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER).....	31



## **T2.1 LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable schedules:

### **Notes to tenderer:**

1. Returnable schedules have been separated into the following categories:
  - Forms, certificates and schedules for completion by the tenderer for use in the quantitative and qualitative evaluation of the tender (Forms A1-A14)
  - A list of other returnable documents for completion by the tenderer and which will subsequently be incorporated into the contract (Section C1: Agreement and Contract data)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. Tenderers shall note that their signature appended to each returnable form represents a declaration that they vouch for the accuracy and correctness of the information provided.
4. Notwithstanding any check or audit conducted by or on behalf of the Employer, the information provided in the returnable documents is accepted in good faith and as justification for entering into a contract with a tenderer. If subsequently any information is found to be incorrect such discovery shall be taken as willful misrepresentation by that tenderer to induce the contract. In such event the Employer has the discretionary right under contract condition 15.2 to terminate the contract.
5. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorized signatory.

**TENDERERS ARE INSTRUCTED TO COMPLETE ALL THE SCHEDULES ATTACHED HEREIN. FAILURE TO COMPLETE ANY OF THE SCHEDULES WILL RESULT IN AUTOMATIC DISQUALIFICATION OF THE TENDER AS THE TENDER WILL BE CONSIDERED NOT RESPONSIVE. IF THE SCHEDULE IS NOT APPLICABLE TENDERERS ARE INSTRUCTED TO INDICATE NOT APPLICABLE AND SIGN THE SCHEDULE**



## FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

### Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering service provider's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
  - authority for signatory,
  - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
  - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on ..... Mr/Ms,  
.....Whose signature  
appears below, has been duly authorised to sign all documents in connection with the tender for  
**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 165/23 BID DESCRIPTION:  
LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON  
BEHALF OF THE DEPARTMENT OF HEALTH (MAQUÁSSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD  
FOR A PERIOD OF 36 MONTHS**  
and any contract which may arise therefrom on behalf of (*enter name of tenderer in block capitals*)  
.....

SIGNED ON BEHALF OF THE SERVICE PROVIDER:.....

IN HIS/HER CAPACITY AS:.....

DATE:.....

SIGNATURE OF SIGNATORY: .....

WITNESS: .....

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID  
DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16  
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SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**





## FORM A2: SBD 4 COMPULSORY DECLARATION

**SBD4**

### 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

<sup>1</sup> 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.

**SBD4**

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 consortium<sup>2</sup> 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

<sup>2</sup> 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.

#### **SBD4**

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.



## **FORM A3: SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

### **1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value up to R50 000 000 (all applicable taxes included).

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

*(delete whichever is not applicable for this tender).*

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>Specific Goals – Ownership and location</b>	<b>20</b>
<b>Total points for PRICE and SPECIFIC GOALS</b>	<b>100</b>

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

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



## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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



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

The specific goals allocated points in terms of this tender	Specific Goals – Ownership and location	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	Enterprises owned by black people OR people with disability – (minimum ownership 51%)	10	
	Enterprises based in the North West Province	6	
	Enterprises based outside the North West Province	4	
	MAX POINTS	20	

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

#### **Disability**

Bidders are requested to attach A completed SARS "confirmation of Diagnosis of Disability from a registered medical practitioner, A medical report OR a SASSA disability grant

#### **Locality**

Bidders are requested to submit statement of municipality account, title deed and/or letter of occupancy from the Traditional Council as proof of location.

The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

The 80/20 bid evaluation criteria shall be applicable, where:

**Price = 80 points**

**Specific Goals = 20 points**

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. TYPE OF COMPANY/ FIRM

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

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**





- ☐ Non-Profit Company
  - ☐ State Owned Company
- [TICK APPLICABLE BOX]**

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....



## FORM A4: SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE TENDERER: .....





## FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS

**SBD 2**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.**

1. In order to meet this requirement, bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

SIGNED ON BEHALF OF THE TENDERER: .....



---

## FORM A6: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page **original certified** copy of the director's / members trustee's identity documents of the tendering entity.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

SIGNED ON BEHALF OF THE TENDERER: .....



## FORM A7: COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS

The tenderer shall attach to this page copies of the registration documents of the tendering entity.

Any of the following documents for the tendering entity is sufficient:

- CK1: Founding Statement for a Close Corporation.
- CK2: Amended founding statement for a Close Corporation.
- CM1: Certificate of Incorporation for a service provider.
- CM2: Memorandum of Association for a service provider.
- CM9: Certificate of Change of name for a service provider.

Trust Deed and Letter of Authority to Act as Trustees certified by the High Court.

In the case of joint ventures, the required documents shall be submitted for each member of the joint venture.

Note:

The tenderer is to ensure that the documentation submitted meets the following criteria:

- The name of the active directors/members appears on the documents.
- The ID documents correspond with the names of active directors/members.

If the above criteria are not met the tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER: .....



---

**FORM A8: PROOF OF NATIONAL TREASURY (NT) CENTRAL SUPPLIER  
DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER  
REGISTRATION NUMBER (SUPPLIER NUMBER)**

Tenderer to attach a copy of a **VALID** CSD report, not older than three (3) months, which indicates their compliance status with regards to their tax affairs and status of their registration and registration number.

SIGNED ON BEHALF OF THE TENDERER: .....



## public works & roads

Department:  
Public Works and Roads  
North West Provincial Government  
REPUBLIC OF SOUTH AFRICA

Tel: 018-388-4604

Ngaka Modiri Molema Road  
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# PART C1: AGREEMENT AND CONTRACT DATA

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



## C1.1 SPECIAL CONDITIONS OF CONTRACT (SCC)

### IMPORTANT BID CONDITIONS AND CONTRACT

Bidders must take cognizance of the details, conditions and requirements stipulated here. (These stipulations can be used as a checklist to ensure all documents are submitted).

#### 1. THE LEASE

- The Standard Lease Agreement will serve as the basis contract between the lessor and the lessee. Editions and/or amendments to the agreement must be agreed upon by both parties.
- The base date for calculation of rent must utilize the prescribed year 2023 needs of the tenant, based on the Space Norms and Standards of the National Department of Public Works.
- Bidders must provide offers for an initial lease period of 36 months as allowed in the bid form.
- The lease agreement and payment of rental will commence from the agreed occupation date.
- In case where the lessor is unable to provide the building on the agreed occupation date, the lessor will be held accountable for providing alternative suitable and similar accommodation to the lessee at the lessor's cost including relocation and other similar costs including relocation and other similar costs the lessee might encounter as a result of the delayed occupation date.
- In case where the lessee occupies the building on a later date than the agreed occupation date, the lessee will be accountable for rental from the first date of the agreed occupation date.
- Rental will escalate on a yearly in line with the national inflation rate and capitalization rate linked to the property.
- Reasonable time will be allowed to achieve various requirements; therefore the anticipated occupation is being determined as follows:

Space planning and reconfiguration to tenant needs: \_\_\_\_\_

Adjustments/renovations, if necessary: \_\_\_\_\_

Occupation date: \_\_\_\_\_

- The successful bidder will be required to meet the final set target dates, which will be agreed on between the department and the building owner subsequent to acceptance of the offer.



## **2. CONDITIONS RELATING TO THE RENTAL SPACE AND OTHER ACCOMMODATION TO BE PROPOSED OR OFFERED**

- It is a requirement to submit designs or layouts, however, the bidder undertakes to appoint qualified professionals for the design and supervision of the space planning and allocation as per departmental requirements.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation in existing buildings to the specific needs of the department in accordance with the norms and standards of office space, if the bidding property is not currently configured as offices.
- Lettable areas must be determined in accordance with the South African Property Owners Association (SAPOA) method of measuring floor areas in office buildings. The final rental payable will be calculated on the lettable area identified.
- The department is the sole adjudicator of the suitable accommodation for the purpose for which it is required. The department's decision in this regard is FINAL.
- It is a requirement that the accommodation offered, including all equipment and installations must comply with the National Building Regulations and Building Standards.
- It is a requirement that the accommodation offered must comply with the Occupational Health and Safety Act No 85 of 1993. A certificate to this effect must be issued prior to occupation.
- It is a requirement that the building offered must be located within reasonable distance from the local town centre.
- A copy of the building floor plan which indicates floor area measurements must be submitted with the tender document.
- An original copy of the municipal zoning certificate must be submitted to confirm municipal zoning of the building.
- The integrity of the electrical installations and supply must be confirmed by a Certificate of Compliance (COC) prior to occupation.
- A copy of Clearance Certificate indicating that the building offered is clear of any arrears on municipal assessment rates by the Local Municipality must be submitted.
- A copy of Fire Clearance Certificate in respect of the building offered from the Local Municipality must be submitted.
- Verifiable proof of legal ownership (title deed) in respect of the building offered must be submitted.

SIGNED ON BEHALF OF THE TENDERER: .....





## public works & roads

Department

Public Works and Roads  
North West Provincial Government

REPUBLIC OF SOUTH AFRICA

Tel: 018-388-4604

Ngaka Modiri Molema Road  
Department of Public Works and Roads  
Private Bag X2080  
Mmabatho  
2735

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# PART C2: PRICING SCHEDULE AND SCOPE OF WORK

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



## C2.1 PRICING SCHEDULE

**NOTE: BIDDERS ARE REQUIRED TO PROVIDE A PRICING SCHEDULE FOR 36 MONTHS PERIOD.**

NAME OF BIDDER: .....

TENDER NO.: PWR 165/23

CLOSING DATE: 08 DECEMBER 2023

CLOSING TIME: 11H00

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

**LEASING OF OFFICE ACCOMMODATION ON BEHALF OF THE DEPARTMENT OF HEALTH IN WOLMARANSSTAD**

**NB. All tenderers are requested to fully complete the table below, failure to do so will invalidate the bid.**

**CALCULATION FOR LEASE COST FOR A PERIOD OF 36 MONTHS:**

PERIOD	INDICATE SPACE OFFERED IN SQUARE METRES	RATE PER M <sup>2</sup>	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL (15% VAT INCLUSIVE)
Year 1			N/A	R .....	R .....
Year 2 (including annual escalation)			8%	R .....	R .....
Year 3 (including annual escalation)			8%	R .....	R .....
TOTAL COST FOR OFFICE SPACE				R .....	R .....

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



PERIOD	INDICATE NUMBER OF PARKING BAYS OFFERED	RATE PER PARKING BAY	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL (15% VAT INCLUSIVE)
Year 1			N/A	R .....	R .....
Year 2 (including escalation)			8%	R .....	R .....
Year 3 (including escalation)			8%	R .....	R .....
TOTAL COST FOR PARKING				R .....	
TOTAL COST OF OFFICE SPACE AND PARKING FOR A PERIOD OF 36 MONTHS				R .....	R .....

NB. Operating expenses must be included in the rental amount. These expenses include as a minimum, but not limited to, building insurance and maintenance, building compliance to Health and Safety requirements, general maintenance, repairs of electrical installations, air conditioning, landscaping, pest control, custodial and trash removal services.

SIGNED ON BEHALF OF THE TENDERER: .....

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSTAD FOR A PERIOD OF 36 MONTHS



## C2.2 SCOPE OF WORK

**Leasing of rental space on behalf of the Department of Health (Maquassi Hills Sub District Office) in Wolmaransstad for a period of 36 months in line with the space needs stipulated below:**

### SPACE NEEDS

RANKS/SALARY LEVEL	NUMBER OF WARM BODIES	ACTUAL SPACE NEEDED AS PER ESTABLISHED NORMS & STANDARDS (Square meters)
1	-	-
2	01	06
3	02	12
4	06	36
5	15	120
6	-	-
7	11	132
8	03	36
9	03	48
10	07	112
11	-	-
12	01	20
<b>Total number of warm bodies and office space</b>	<b>49</b>	<b>522</b>
Provision for other support space(Boardrooms, Ablutions, stores, kitchen and parking areas	Boardrooms (30-seat capacity), warehouses, storerooms, filing rooms, registry, kitchens, ablution blocks for male, female and disabled people (30% of 522)	<b>157</b>
	16 covered parking bays based on the Maquassi Hills Local Municipal Town Planning scheme i.e. 3 reserved parking bays for every 100m of office space: 522m <sup>2</sup> x 3/100	16 parking bays at approx. 18m <sup>2</sup> @ each, total square meters for parking <b>198m<sup>2</sup></b>
	<b>10% allowance for growth</b>	<b>52m<sup>2</sup></b>
	<b>TOTAL</b>	<b>square meters (excluding parking) 731m<sup>2</sup></b>



## **PART C3: DETAILS ON OPERATING COSTS AND BUILDING REQUIREMENTS**



## **C3.1 DETAILS ON OPERATING COSTS**

### **A. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSEE (DEPARTMENT):**

- Utilities (water and electricity usage)
- Sanitary services
- Security services
- Domestic cleaning services
- Consumable, i.e. toilet paper, soap, towels, etc.
- Information and telecommunication equipment and its installation costs

### **B. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSOR (BUILDING OWNER):**

- Maintenance (external building and interior building)
- Landscaping (upkeep and maintenance)
- Refuse removal
- Air conditioning (repairs and servicing)
- Lifts (repairs and servicing)
- Fire prevention and fighting (provision of equipment, repairs and servicing)
- Building insurance (including increases)
- Municipal rates and taxes (including increases)

## **C3.2 BUILDING REQUIREMENTS**

### **Security**

- Provision should be made for escape routes in the building for emergency situations.
- The building must be securely protected against burglary to the satisfaction of the department.

### **Offices and Partitioning**

- The rental office space will be required to be remodeled to the department's specifications and interior changes made where partition walls shall be used to divide the total floor area of the building into office and other areas required.
- The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 Hertz. This factor has a bearing on complete wall sections including glass and doors if any.
- Partitioning of office areas will be done according to the department's needs and requirements.
- As a general standard, an average passage width with a minimum of 1.5m shall be provided. Where certain functions within the building necessitate wider passages, those specific areas will be identified and the passage width specified as part of the rental space particulars.
- The building must have natural ventilation and natural light.

### **Power points**

- Offices and other rooms where electrical appliances will be used shall be fitted with a double 15 amps'





socket outlet for every 12m<sup>2</sup>. The department shall indicate any additional socket outlets, which are required in the accommodation particulars for special services.

- The wiring and securing of electrical circuits shall be such that computer equipment can be run from separate UPS outlets in each area where computers are used.
- Electrical circuits for socket outlets shall be secured by means of single-phase earth leakage relays having a sensitivity of 25 amps.

#### **Office interior lights**

- Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:
  - a) Reception areas 100 lux
  - b) General offices 300 lux
  - c) Specialized offices 500 lux (drawing rooms, etc.)
  - d) Passages 50 lux
  - e) Auditoriums and conference rooms 100 lux
  - f) Classrooms and store rooms 200 lux
  - g) Parking 50 lux

#### **Site lighting**

- Floodlights must be provided on the premises for proper patrol during the night.

#### **Floor to ceiling heights**

- A clear floor to ceiling height of as close as possible to 2,7m throughout shall be maintained in all general areas of the building. Where a certain function inside the building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars.
- Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

#### **Ablution facilities**

- Ablution facilities for both male and female must comply with the National Building Regulations and Building Standards.

#### **Floor covering**

- Floor covering will be as per the preference of the client.

#### **Walls and finishes**

- All walls and ceilings, whether painted or finished otherwise, shall be according to the department's corporate identity.
- Walls in kitchens, stairs, entrance halls and toilets shall be washable, hardwearing and acceptable to the department.

#### **Facilities for cleaners**

- On every floor of a multi-storey building or for every 1 350m<sup>2</sup> gross floor area, a cleaner's room of not more than 6m<sup>2</sup> shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4-metre-long shelves and sufficient cross ventilation, preferably by means of an outside window.

#### **Registries**

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**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 165/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 731m<sup>2</sup> WITH 16 COVERED PARKING BAYS ON BEHALF OF THE DEPARTMENT OF HEALTH (MAQUASSI HILLS SUB DISTRICT OFFICE) IN WOLMARANSSTAD FOR A PERIOD OF 36 MONTHS**



- Registries must have service counter and must be fitted with suitable security barriers/grills/glazing to the satisfaction of the department.

#### **Server Room**

- Air conditioner with minimum rating of 00 BTU
- Fire detection system
- Fire suppression system

#### **Standby generator**

- An emergency generator as a backup to electricity supply is required for business continuity
- Energy saving building

#### **Water Storage Tanks**

- There must be water storage tanks and/or borehole in the premises

#### **Accessibility**

- Access for people living with disabilities - ramps, lifts if offices not on ground floor, signage.
- Be within reasonable walking distance from taxi rank or public transport route.
- Must be frequented by a substantial number of people during working hours for easy walk-in.

#### **Inspection**

- The department considers it a condition of contract that in consultation with the Lessor and with reasonable frequency during the process of refurbishment or reconfiguration, its property inspector/s shall be given access to the building. The inspector's approval of any part of the building does not exempt the lessor from complying with minimum standard requirements. A deviation from the minimum requirements may only be allowed with formal approval from the department.

#### **Availability**

- Any alterations/ refurbishments by the bidder to meet the department's requirements must be completed prior to the occupation date.

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

## 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 markets 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

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](http://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.



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;

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 contract 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

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

- (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 (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)