BID DESCRIPTION: Appointment of a service provider to provide Office Space and Accommodation for the HSRC Cape Town office for a period of five (5) years.

BID NUMBER: HSRC/01/2022/23

1. BACKGROUND OF THE HSRC

The HSRC is looking for a suitable building to accommodate the Cape Town Regional Office for 139 staff members, the building must allow for future growth in the event the work from home ratio decreases.

The HSRC was established in 1968 as South Africa's statutory research agency and has grown to become the largest dedicated research institute in the social sciences and humanities on the African continent, doing cutting-edge public research in areas that are crucial to development.

Our mandate is to inform the effective formulation and monitoring of government policy; to evaluate policy implementation; to stimulate public debate through the effective dissemination of research-based data and fact-based research results; to foster research collaboration; and to help build research capacity and infrastructure for the human sciences.

The Council conducts large-scale, policy-relevant, social-scientific research for public sector users, non-governmental organisations and international development agencies. Research activities and structures are closely aligned with South Africa's national development priorities.

The HSRC's integrated research divisions provide single points of entry – complete with a critical mass of researchers – for interdisciplinary and problem-orientated research.

2. SPECIAL INSTRUCTIONS TO BIDDERS

2.1. Bidders shall provide full and accurate answers to the mandatory questions posed in this document. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All required documents must be supplied as part of the submission.

2.2. Bidders must be registered on the National Treasury Central Supplier database (CSD) prior to submitting a bid. Note: Bidders registration on CSD will be verified.

2.3. Bidders who do not comply with the mandatory requirements will not be considered.

2.4. The bid must be valid for 90 days after tender closing date, bidders may withdraw from the bid with written notice without penalty.

3. Requirements

3.1.	Premises	Grade A or B offices split over at least two consecutive floors
3.2.	Office Grade	A or B grading as per SAPOA method of grading (see Annexure A)
3.3.	Initial Lease Period	5 years
3.4.	Renewal Period	3 years
3.5.	Annual Escalation	Bidder to propose own Annual Escalation %. To be negotiated.
3.6.	Size (GLA)	Approximately 3000m² (Total Building GLA cannot be less than 5000m²)
3.7.	Location	See paragraph 5.2 below.
3.8.	Deposit	None
3.9.	Staff Parking	70 Bays (No tandem Bays, 50% may be offsite within 150m of premises)
3.10.	Guest Parking	50 Bays within 150m of premises. (Can be paid per hour parking bays)

3.11. Bid Closing Date 10 May 2022

3.12. Beneficial Occupation Date 10 September 2022

3.13. Commencement Date 1 October 2022

3.14. Award of contract date 15 June 2022

3.15. Lease signed by 30 June 2022

4. MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will immediately disqualify the bid.

No.	Mandatory documents to be provided by bidder	Provided YES or NO
Proof of Ownership		
4.1	A title deed. If the bidder is not the owner, the contract with the landlord must be provided.	
Building Requirement		
4.2	A zoning extract is to be provided.	
4.3	Proof that the area demarcated for the library has the adequate load bearing capacity.	
Bidder agrees to provide the following certificates on completion of Tenant Installation.		
4.4	Occupancy Certificate	
4.5	Electrical certificate of compliance.	
4.6	A water certificate of compliance.	
Insurance		
4.7	Submit evidence of risk insurance schedule covering the entire the building.	
Lease Agreement		
4.8	Submit a draft lease based on the requirements in this document.	
Floor plan		
4.9	Submit an approved existing building plan, and a floor plan of the proposed office layout with a schedule of finishes.	
4.10	The bidder agrees to complete the fit out for the HSRC according to the submitted plans.	
Mandatory Disclosure Form		
4.11	Complete and submit the mandatory disclosure form (Annexure B)	
ICT Requirement		
4.12	The building must be connected to the SANReN/TENET network by the occupation date.	

5. FUNCTIONAL SPECIFICATION

5.1. THE LEASE ARRANGEMENT

5.1.1. Dates:

5.1.1.1. The lease negotiations and agreement must be concluded by 30 July 2022.

5.1.1.2. Tenant Installation must be completed by the landlord by 10 September 2022.

5.1.1.3. Beneficial Occupation must be given by 15 September 2022;

5.1.2. The rental bid must be for the completed premises.

5.1.3. The landlord must be willing to undertake all refurbishments on behalf of the HSRC. The refurbishment cost will be included in the gross rent.

5.1.4. The landlord must be willing to include a clause in the lease agreement regarding the right of first refusal where the building will be first offered to The HSRC should it be up for sale subject to the HSRC adhering to its Supply Chain Management Policy

5.1.5. No deposit will be paid for the rental of the premises or parking.

5.1.6. A snag list shall be prepared and submitted within 30 days of occupation to the landlord, who will attend to the defects within 30 days of receipt thereof, or a longer period agreed by both parties.

5.1.7. The lease agreement must not have a penalty for if the lease is not renewed and the lease must not require the premises to be white or grey boxed on exit.

5.1.8. The lease agreement shall incorporate a right of first refusal to any additional space that becomes available for the duration of the lease;

5.1.9. Occupation Certificate should be provided by the landlord within three (3) months after occupancy

5.1.10. The premises shall be measured using the SAPOA 'Method for Measuring Floor Area's in Buildings' – (**Annexure C)**

5.1.11. The lease agreement shall include a clause affording the HSRC to remeasure the premises for up to 3 months after commencement. Rental shall be adjusted according to the new measurements if applicable.

5.2. THE LEASED BUILDING SIZE AND LOCATION:

5.2.1. The building must be preferably located in one of the following nodes of Cape Town:

5.2.1.1. Cape Town CDB, Foreshore or the Victoria & Alfred Waterfront

5.2.1.2. Woodstock, Salt River and Observatory

5.2.1.3. Mowbray and Pinelands

5.2.2. The building must be in a convenient and safe area which is in close proximity, within 1.2km radius to all public transport facilities such as bus terminals, taxi ranks and train stations.

5.2.3. The building should be located close to amenities such as restaurants, cafes and retail stores etc.

5.3. BUILDING – GENERAL REQUIREMENTS

5.3.1. The building must be an existing complete structure;

5.3.2. The total lettable area of the building offered must not be less than 5000m², allowing for future growth**.**

5.3.3. Accommodation must be on consecutive floors.

5.3.4. The landlord to provide proof that the building and leased premises are fully compliant to general building regulations and to the Local Authorities by-laws.

5.3.5. The building must have Fire Detection and Prevention Infrastructure (Water sprinklers and smoke detectors);

5.3.6. The landlord must maintain the exterior of leased premises together with common areas for the duration of the agreement;

5.3.7. The building should have fully functional blinds installed on external windows at date of occupation.

5.3.8. The HSRC may mount signage on the exterior of the building.

5.3.9. The building should have access for people with special needs/ disability or make an undertaking to avail for such before occupation (e.g., wheel chair ramp).

5.4. PARKING:

5.4.1. Minimum of 50% secure on-site parking of which 2 will cater for physically disabled people. Remaining parking bays as stipulated in paragraph 3.9 and 3.10 may be located within a 150m radius of the building;

5.4.2. The Lease must incorporate a right of first refusal to any additional parking coming available for the duration of the lease.

5.4.3. Tandem parking bays will be counted as one (a single) parking bay.

5.5. BUILDING SERVICES:

5.5.1. The building should have goods and passenger lifts;

5.5.2. Ablution facilities, including facilities for the physically disabled must be available on every floor level of the leased premises;

5.5.3. The building must be fully air-conditioned and ventilated and make provision for a staff compliment of 139 by the date of occupation;

5.5.4. Back-up generator power supply must be available in the event of power failure for the entire premises occupied by the HSRC;

5.5.5. The building on offer must have its own separate Electric Distribution Board(s) and respective meter reader per floor;

5.5.6. The property must have a 24-hour manned security with armed response for the duration of the lease

5.5.7. The building must have existing fibre and Telkom connections.

5.6. TENANT INSTALLATION

5.6.1. The Landlord is required to deliver completed premises ready for occupation as defined in this document;

5.6.2. The Landlord to provide a schedule of finishes, if the bid is accepted and the HSRC requires better finishes or deviates from the bid the HSRC will pay the difference, which cost will be amortised over the period of the lease.

5.7. **SPACE PLANNING**

The bidder must provide a draft space plan with the bid proposal outlining the proposed office layout to fit the HSRC office requirements.

5.8. GENERAL MAINTENANCE

The Lease agreement will make the landlord responsible for the maintenance and compliance of the following for the duration of the lease:

5.8.1. All lifts

5.8.2. Windows

5.8.3. Roofs.

5.8.4. HVAC & Fresh air.

5.8.5. Ablution Hygiene equipment in common areas

5.8.6. Electrical supply: (Up to Distribution board);

5.8.7. Fire Protection, Detection and Suppression.

5.8.8. Plumbing: Up to kitchens and internal ablutions.

5.8.9. Common areas: Maintain and up-keep of electrical reticulation.

5.8.10. Grounds and gardens.

5.8.11. Storm water.

5.8.12. Parking.

5.8.13. Washing the external windows & facades; and

5.8.14. Generator Maintenance

5.9. <u>THE OFFICE AREAS</u>

The building provided must consider the following key details:

5.9.1. The estimated number of staff per department is outlined in the table below. It is expected that these numbers will grow by 10% to 20% during the lease period. It must be further noted that each department has Directors and Chiefs which will require their own office space however in the same vicinity of their department.

No.	Department	Staff per Dept	Closed Offices per dept. (Size 1 below)	Closed Offices per dept. (Size 2 below)	Open Area Staff
1.	Offices of the CEO*	3	0	0	0
2.	DCEO*	2	0	0	0
3.	CeSTII	25	6	2	17
4.	DCES	8	4	1	3
5.	Publishing	4	0	4	0
6.	HSC	41	5	1	35
7.	Human Resources	2	0	2	0
8.	Impact Centre	8	6	2	0
9.	IED	27	6	1	20
10.	IT	2	0	2	0
11.	Facilities**	9	0	2	0
	Call Centre**	8	0	0	0
	Total	139	27	17	75

*** Please note the CEO and DCEO office sizes are stated in 5.92**

****7 staff members in the Facilities Dept does not require desks.**

***** Not a department**

5.9.2. The following table outlines the key m² requirements:

Workspace	Quantity	Size Estimate in m²	Total Size Estimate in m²
Executive rooms			
Executive rooms - Offices of the CEO	3	30	90
DCEO	2	25	50
Reception			
Reception	1	30	30
Closed Offices			
Closed Offices – Size 1	27	16	429
Closed Offices – Size 2	17	12	202
Open Plan Seating			
Hot Desks – Open Areas	75	7.5	564
Meeting rooms			
Meeting Room (30-seater)	2	70	140
Meeting Room (20-seater)	4	50	200
Meeting room (10-seater)	4	25	100
Other Area's			
First Aid Room	1	10	10
Storerooms*	10	15	150
Library	1	240	240
Printer Stations per 500m²	1	5	5
Control Room	1	8	8
Prayer Room	1	20	20
ICT			
Server Room	1	20	20
Patch Room per floor	1	8	8
Training & Conference Rooms			
Training Rooms	2	50	100
Conference Room	1	100	100
Kitchen area			
Medium Kitchen per 1000m²	1	20	20
Coffee Stations / pause area per 1000m²	2	10	20
Call Centre / Utility Area			
Call Centre seats	8	7	56
Video Production Area			
Office	1	10	10
Green Room	1	10	10
Equipment room	1	15	15
Total estimated square meters for key areas			2597
Reticulation @15%			389

Total	**2986**

***Storerooms and pause areas to be located within each department**

6. **EVALUATION CRITERIA**

Bid will be evaluated in five stages:

STAGE 0: PRE-QUALIFICATION

Without limiting the generality of HSRC's other critical requirements for this Bid, bidder(s) must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders' response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document. Annexure D
Tax Status Tax Clearance Certificate – SBD 2	Yes	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) Vendor number Valid Tax Clearance Certificate pin.
Pricing Schedule - SBD 3.1	Yes	Complete and sign the supplied pro forma document. Annexure D
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document. Annexure D
HSRC Preference Claim Form	Yes	Complete and sign the supplied pro forma document. Annexure D
Registration on Central Supplier Database (CSD)	No	The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.

Price and preference points

STAGE 1: MANDATORY REQUIREMENTS
As listed on paragraph 4 above

STAGE 2: FUNCTIONALITY
Bidders who achieve all mandatory requirements will progress to be evaluated for the functional evaluation criteria. **The functional evaluation criteria will be conducted in two (2) phases:**

Please note that Phase 1 and 2 below is not interconnected and the final points will not be tallied together. The Bidder must achieve the minimum percentage per phase to continue to Stage 3.

6.1. <u>Phase 1:</u>

Note that bidders will be required to achieve a minimum of 70% for phase 1 of the functional evaluation criteria in order to progress to be evaluated for phase 2 of the functional evaluation criteria.

Element	**Weight**
Availability	35%
Building size	30%
Location	15%
Parking	20%
TOTAL	**100%**

Availability	**Points available - max 35**	**Points Claimed**
Bidders' self-evaluation of office availability	Premises available from 1 July 2022 for Tenant Fit Out to commence = **10 points**	
	Beneficial Occupation must be given by 10 September for relocation/set up/configuration etc. to occur = **10 points**	
	Full occupancy of the building available from 1 October 2022 = **15 points**	
Substantiate / Comments:		

Building Size	**Points available - max 30**	**Points Claimed**
Bidders' self-evaluation of Minimum Gross Lettable Area	Gross Lettable area equivalent to 5 000m² or more in a single building = **5 points**	
Gross lettable area	The area offered to the HSRC is at least 3000m² = **15 points**	
Approved Building Plans confirming size.	Floor plans submitted showing total building size and Area offered to The HSRC = **10 points**	
Substantiate / Comments:		

Location	Points available - max 15	Points Claimed
Bidder Evaluation of their compliance to Location	Location within 1km radius from all public transport facilities (the property address must be provided) and within 1km radius from amenities such as restaurants, cafes and retail stores = **15 points**	
	Location >1km radius but less than 3km radius from all public transport facilities (the property address must be provided) and >1km radius but less than 3km radius from amenities such as restaurants, cafes and retail stores = **10 points**.	
Substantiate / Comments:		

Parking	Points available - max 20	Points Claimed
Bidder Evaluation of their compliance to parking	Proposal includes all exclusive use parking bays on site with access control, and a further 50 guest parking bays offsite within 150 meters from the premises = **20 points**	
	Proposal includes between 35 parking bays on site with access control and a further minimum of 35 exclusive parking bays offsite within 150 meters from the premises 50 Guest Parking bays within 150m from premises = **10 points**	
	Proposal includes between 35 parking bays on site with access control and a further minimum of 35 exclusive parking bays offsite outside 150m from the premises 50 Guest Parking bays outside 150m from premises = **5 points** Please state the distance to the offsite bays.	
Substantiate / Comments:		

6.2. Phase 2: Building requirements:

Note that bidders will be required to achieve a minimum of 70% for phase 2 of the functional evaluation criteria in order to progress to be evaluated for the site inspection

Element	Weight
Floor/space plan	30%
Submitted Draft Lease	20%
Building requirements	25%
Building Safety and Access Control	10%
Networks and connectivity	15%
TOTAL	**100%**

Floor/space plan	Points available- max 30	Points Claimed
The Bidder has submitted a draft floor and space plan which outlines the following: • Key areas as per functional requirement 5.9 • Ablution facilities • Fire emergency exits • Indicating Adequate HVAC • Lifts and paraplegic access	Floor/space plan submitted and addresses all five (5) requirements = **30 points**	
	Floor/space plan submitted and addresses three (3) but less than five (5) requirements = **15 points**	
	Floor/space plan submitted and addresses one (1) but less than three (3) requirements = **5 points**	
Substantiate / Comments:		

Lease & Finishing	Points available- max 20	Points Claimed
Bidder Evaluation of their compliance to Lease & Finishing	Lease Agreement = **5 points**	
	Opportunity to remeasure according to SAPOA = **5 points**	
	Schedule of Finishes and Cost Breakdown provided = **10 points**	
Substantiate / Comments:		

Building requirements	Points available- max 25	Points Claimed
The building must meet all other requirements as outlined in the bid specifications.	The building must have the required fire emergency infrastructure and necessary fire emergency exit points, fire alarms, fire sprinklers, and smoke detectors. = **5 points**	
	An emergency generator as a backup to be provided. = **5 points**	
	Accommodation must be on consecutive floors = **5 points**	
	The building must have fully fitted and operational air conditioning units to cater for the 139 staff members. = **5 points**	
	A or B grade office accommodation as per SAPOA method of grading = **3 points**	
	Landlord will provide for external signage space for The HSRC = **2 points**	
Substantiate / Comments:		

Building Safety and Access Control	Points available- max 10	Points Claimed
The building must meet the required safety and security requirements, with the required access control	The building centrally controlled building access system and must have a 24-hour physical security guarding service, with armed response and 24-hour centrally located monitored CCTV surveillance system at all entrance points and fire exit for the duration of the lease = **5 points**	
	The building must be accessible to persons with physical impairment and include ramps and/or lifts where necessary = **5 points**	
Substantiate / Comments:		

Networks and connectivity	Points available- max 15	Points Claimed
The building must meet the network and connectivity requirements.	The bidder must provide the following: A server room and patch rooms for the core network, telephony and server equipment. = **5 points**	
	Telephone points, power skirtings accommodating the IT and telephone network and a UPS facility integrated into specific power points. There should be a minimum of two (2) plug points per workstation. (1 Normal and 1 emergency/clean power). Two network points per work station (Cat 5/6) = **5 points**	
	Building must be on the SANREN/TENET network = **10 points**	
Substantiate / Comments:		

6.3 <u>STAGE 3: SITE INSPECTION:</u>

Bidders who achieve all mandatory requirements and meets the minimum score for both phases of the functional evaluation criteria will be shortlisted for a site inspection.

The site inspection must score a minimum of 80% in order to progress to be evaluated for price and preference points

Criteria **Scoring Value: 2=Poor; 4=Average; 6=Good; 8=Very Good; 10=Excellent**		**Weights**
Site inspection	**Points available- max 100**	**Score**
The bidder must be available to showcase and perform a physical walkthrough of the proposed premises, including the parking bays.	Building size and location =10 points	
	Parking bays = 10 points	
	Building condition and access = 10 points	
	Building and floor structure and layout = 10 points	
	Ablution facilities = 10 points	
	Air-conditioning = 10 points	
	Building will allow for COVID-19 protocols to be observed = 10 points	
	Networks and ICT infrastructure = 10 points	
	Security and access control = 10 points	
	Value add= 10 points	

6.4 STAGE 4: PRICE AND PREFERENCE POINTS

Preference goals and their weights will be added as soon as they are approved or at the BSC, whichever comes first.

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- **The bid price (maximum 80 points)**
- **Specific Goals - PPPFA par 2 (1) (d) (maximum 20 points)**

Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation ***Ps = 80*** $\left(1-\frac{Pt-P\min}{P\min}\right)$	80

The following formula will be used to calculate the points for price:

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

Stage 2 **– Specific Goals - PPPFA par 2(1) (d)**

A maximum of 20 points will be allocated to a bidder for attaining their points in accordance with the table below:

Specific goals (PPPFA par 2 (1) (d))	Number of points (80/20 system)
SMME (EME & QSE)	4
Owned by black people (50% or more)	4
Owned by black people who are youth (30% or more)	4
Owned by black people who are women (30% or more)	4
Owned by black people with disabilities (30% or more)	4
	20

a) Any specific goal for which a bidder claims, proof must be provided in the form of an annexure to allow the Bid Evaluation Committee (BEC) to allocate points fairly.

b) The contract will be awarded to the tenderer who scores the highest points, unless objective criteria justify the award to another tenderer; and

c) If two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

Pricing Schedule

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

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

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

Price Schedule:

Item	No. of units	Unit	Price per unit	Rent (monthly)
1. Net Rent		m²		
2. Rates & Taxes		m²		
3. Operation Costs (Unless included in rent)		m²		
4. Generator Maintenance		Levy		
5. Open Parking		Bays		
6. Basement/undercover parking		Bays		
			VAT @15%	
			Total Monthly Rent Including VAT	

Proposed Tenant Installation Expenditure per month (VAT Inclusive)	**R**	Per m²

Annual Rental Amounts for the 5-year Period (VAT INCLUSIVE)	
Total Annual Rent – year 1.	
Total Annual Rent – year 2 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 3 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 4 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 5 incl. Annual Escalation Annual Escalation of_____%	

Please indicate your Total Bid Price here: R_____(Compulsory)

Important:

It is mandatory to indicate your total bid price as requested in point (1) above. This price must be the same as the total bid price (total cost over five (5) years period) when you submit your pricing schedule.

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

7. SUBMISSIONS

a) Bid documents may either be posted to HSRC Building, 134 Pretorius Street Pretoria (preferably registered mail) OR placed in the tender box OR couriered **to HSRC Building, 134 Pretorius Street Pretoria before the closing date and time.**

b) **NB:** The HSRC shares the building with the Department of Social Development (DSD). Bidders are requested to ensure that their bid documents are deposited in the correct tender box. Bid documents deposited in the wrong tender box and received from DSD after the closing date will not be considered.

c) Bid documents will only be considered if received by the HSRC before the closing date and time, regardless of the method used to send or deliver such documents to the HSRC.

d) The bidder(s) are required to submit **two (2)** copies Original **one** (hardcopy) **(1)** and **USB** with content of each file by the Closing date 27 May 2022. Each file and **USB** must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the **USB** must be labelled and submitted in the following format:

Table 1: Bid timelines

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / HSRC website	03 May 2022
Compulsory virtual briefing and clarification session	10 May 2022
Closing date for bid-related enquiries	12 May 2022
Publication of questions and answers on HSRC website	16 May 2022
Bid validity	The bid must be valid for a period of 90 days from the closing date
Bid closing date	27 May 2022
Notice to bidder(s)	HSRC will endeavour to inform bidders of the progress until conclusion of the tender.

e) All dates and times in this bid are South African standard time.

f) Any time or date in this bid is subject to change at the HSRC's discretion.

g) The establishment of a time or date in this bid does not create an obligation on the part of the HSRC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the HSRC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

8. SUPPLIER DUE DILIGENCE

The HSRC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

9. GENERAL CONDITION OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the HSRC is prepared to enter into a contract with the successful Bidder(s).

b) The bidder submitting the General Conditions of Contract to the HSRC together with its bid, duly signed by an authorised representative of the bidder.

10. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date.

11. SERVICE LEVEL AGREEMENT

a) Upon award the HSRC and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the HSRC more or less in the format of the draft Service Level Indicators included in this tender pack.

b) The HSRC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

Bidder(s) are requested to:

a) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

b) Explain each comment and/or amendment; and

c) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.

d) The HSRC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the HSRC or pose a risk to the organisation.

12. SPECIAL CONDITIONS OF THIS BID

The HSRC reserves the right:

a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)

b) To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

c) To accept part of a tender rather than the whole tender

d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

g) Award to multiple bidders based either on size or geographic considerations.

13. HSRC REQUIRES BIDDER(S) TO DECLARE

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the HSRC

b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

c) Act with circumspection and treat the HSRC fairly in a situation of conflicting interests;

d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;

e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the HSRC

f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;

g) To conduct their business activities with transparency and consistently uphold the interests and needs of the HSRC as a client before any other consideration; and

h) To ensure that any information acquired by the bidder(s) from the HSRC will not be used or disclosed unless the written consent of the client has been obtained to do so.

14. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

The HSRC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than

in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of HSRC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b) Seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;

c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the HSRC's officers, directors, employees, advisors or other representatives;

d) Makes or offers any gift, gratuity, anything of any value or other inducement, to any government entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;

e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

g) has in the past engaged in any matter referred to above; or

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

15. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the HSRC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

a) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the HSRC against the bidder notwithstanding the conclusion of the Service Level Agreement between the HSRC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

16. PREPARATION COSTS

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

b) Furthermore, no statement in this bid will be construed as placing the HSRC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

17. INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, the HSRC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the HSRC harmless from any and all such costs which the HSRC may incur and for any damages or losses the HSRC may suffer.

18. PRECEDENCE

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

19. LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. The HSRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

20. TAX COMPLIANCE

a) No tender shall be awarded to a bidder who is not tax compliant. The HSRC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance

b) Certificate to the HSRC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The HSRC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

21. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The HSRC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

22. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the HSRC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**HSRC/01/2022/23**	CLOSING DATE:	**27 May 2022**	CLOSING TIME:	**11:00am**
DESCRIPTION	**Appointment of a service provider to provide Office Space and Accommodation for the HSRC Cape Town office for a period of five (5) years.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
HSRC Building					
134 Pretorius Street					
Pretoria					
0001					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Chunyiswa Mantambo**	CONTACT PERSON	
TELEPHONE NUMBER	**012 302 2151**	TELEPHONE NUMBER	
FACSIMILE NUMBER	**n/a**	FACSIMILE NUMBER	**n/a**
E-MAIL ADDRESS	cmantambo@hsrc.ac.za	E-MAIL ADDRESS	

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]

CERTIFICATE	☐ Yes ☐ No		☐ 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]			
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**2** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS,

2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……...

SBD 2 – Tax Clearance Certificate Requirements

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.

6. Applications for the Tax Clearance Certificates 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.

Note: Valid Original Tax Clearance Certificate is mandatory

1. 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:** HSRC/01/2022/23

Closing Time: 11:00 **Closing date:** 27 May 2022

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

Price Schedule:

Item	No. of units	Unit	Price per unit	Rent (monthly)
1. Net Rent		m²		
2. Rates & Taxes		m²		
3. Operation Costs (Unless included in rent)		m²		
4. Generator Maintenance		Levy		
5. Open Parking		Bays		
6. Basement/undercover parking		Bays		
			VAT @15%	
			Total Monthly Rent Including VAT	

Proposed Tenant Installation Expenditure per month (VAT Inclusive)	**R**	Per m²

Annual Rental Amounts for the 5-year Period (VAT INCLUSIVE)	
Total Annual Rent – year 1.	
Total Annual Rent – year 2 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 3 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 4 incl. Annual Escalation Annual Escalation of_____%	
Total Annual Rent – year 5 incl. Annual Escalation Annual Escalation of_____%	

- 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**

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 interest1 in the enterprise,
employed by the state? **YES/NO**

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

Full Name	**Identity Number**	**Name of State institution**

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

2.2.1 If so, furnish particulars:
……
……

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

2.3.1 If so, furnish particulars:
……
……

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

3 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.

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

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.

HSRC PREFERENCE POINTS CLAIM FORM

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; and - the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated **to not exceed R50 000 000** and therefore the **80/20** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

		POINTS
1.3.1.1	**PRICE**	**20**

1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS

(a) Historically Disadvantaged Individuals:

(i) who had no franchise in national elections before The 1983 and 1993 Constitutions **4**
(ii) Who is a female **4**
(iii) (iii) Who has a disability **4**

(b) Other specific goals

i) Promotion of SMME's **4**
ii) Participation of youth **4**

Total points for Price, HDIs and other RDP- Goals must not exceed 100

2. GENERAL DEFINITIONS

"Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

"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, works or services.

"Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

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

"Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

"Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

"Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.

"Historically Disadvantaged Individual (HDI)" means a South African citizen

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or

(2) who is a female; and/or

(3) who has a disability:

provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

"Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

"Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

"Person" includes reference to a juristic person.

"Rand value" means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

"Small, Medium and Micro Enterprises (SMMEs) bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

"Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

"Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

"Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. POINTS AWARDED FOR PRICE

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

A Preference point system must be followed:

a. 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

i. The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

b. 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

i. The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

c. 80/20 preference points system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R30 000 and up to Rand value of R50 million

i. The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

d. 90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

i. The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

2. Specific goals may include:

a. Contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender, or disability

b. Implementing the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994;

Specific Goals [PPPFA par 2(1) (d)]	**Number of points (90/10 system)**	**Number of points (80/20 system)**
SMME (EME &QSE)	2	4
Owned by black people (50% or more)	2	4
Owned by black people who are youth (30% or more)	2	4
Owned by black people who are women (30% or more)	2	4
Owned by black people with disabilities (30% or more)	2	4
Total Points to be Claimed	**10**	**20**

5. EQUITY OWNERSHIP

Ownership	**Percentage owned**	**Points claimed**
Ownership by SMME (EME & QSE)		
Ownership by black people		
Ownership by black people who are youth		
Ownership by black people who are women		
Ownership by black women with disabilities		

6. **List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 5.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

***Indicate YES or NO**

7. **Consortium / Joint Venture**

7.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 6)	Percentage (%) of the contract value managed or executed by the HDI member

8. **Declaration**

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 5 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct.

(ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

(iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

(a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(b) 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;

(c) impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1. ……

……
SIGNATURE(S)OF BIDDER(S)

2. ……

DATE:……..

ADDRESS:……..

General Conditions of Contract

THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED

THE NATIONAL TREASURY
Republic of South Africa

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods

1.22 "Republic" means the Republic of South Africa

1.23 "SCC" means the Special Conditions of Contract

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid 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

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any

	information; inspection		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 analysed 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 fulfilment 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 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 cancelling 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 Bid 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 wilful 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 (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.

…… ……

Signature Date

…… ……

Position Name of Bidder