

**REQUEST FOR PROPOSALS FOR:**  
**OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISETA IN THE  
TSHWANE AREA FOR A PERIOD OF THREE (3) YEARS**  
**TENDER NO: AGRISETA/2023/06**

---

**Closing date and time: 13 October 2023@11:00**

**Bid Validity Period: 120 days.**

**TENDER BOX ADDRESS:**

**AgriSETA House**

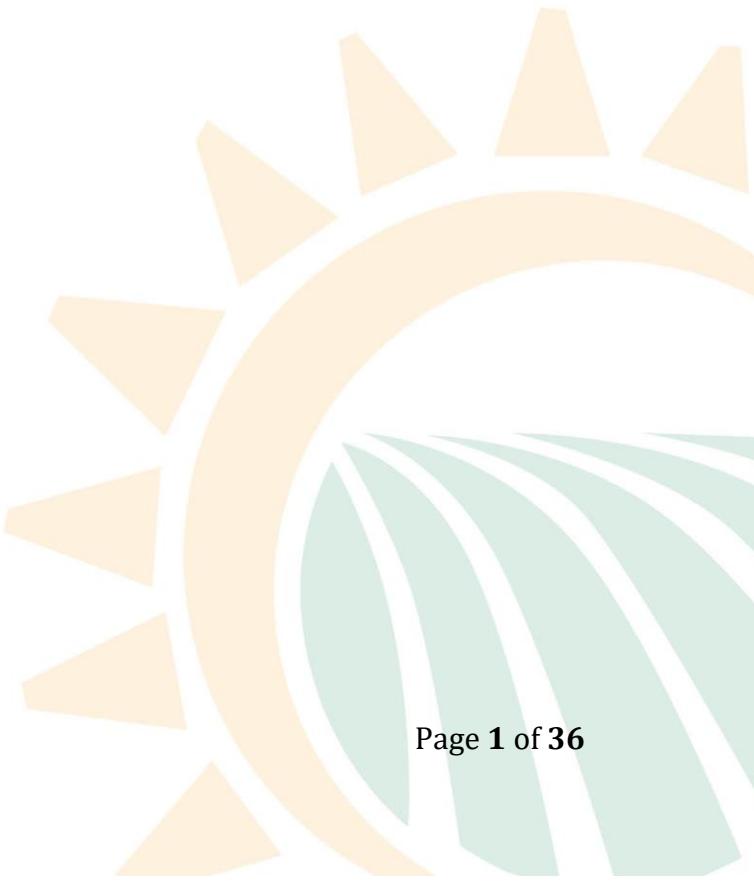
**529 Belvedere Street, Arcadia, 0083**

**P O Box 23378, Gezina, 0031**

**TEL: 012 301 5600**

**EMAIL: [quotations@AgriSETA.co.za](mailto:quotations@AgriSETA.co.za)**

**WEBSITE: [www.agriseta.co.za](http://www.agriseta.co.za)**



## **ABBREVIATIONS**

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

## 1. INTRODUCTION

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

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

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

### **BRIEFING SESSION:**

There will be no briefing session for this bid. Bidders can send queries via email to [quotations@agriseta.co.za](mailto:quotations@agriseta.co.za)

### **SUBMISSION OF PROPOSALS**

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

Name: SCM Manager Physical Address: AgriSETA Offices No: 529 Belvedere Street Arcadia Pretoria 0001
--

## 2. GENERAL REQUIREMENTS

- 2.1 AgriSETA requires proposals for Grade A or B rental office space of about 1500 m<sup>2</sup> in Tshwane within a maximum radius of 15 kilometres from the current office, situated at AgriSETA House, 529 Belvedere Street, Arcadia, Tshwane 0083. The preferred location should be accessible to public transport as well to people with disability.
- 2.2 AgriSETA requires occupation of the facility between 01 December 2023 to 31 January 2024. Any alteration/renovation (if any) must be completed prior to the occupation date.
- 2.3 The service provider shall be responsible for the upgrade of the building to suit AgriSETA requirements prior to occupation.
- 2.4 The Bidder shall provide the designs and the project plan for the completion of Tenant Installation, in line with all the requirements stipulated in these terms of reference, also taking into consideration the staff compliment. The project plan must include the costs and quality attributed to the project. **The tenant installation cost and the proposed design must be included in the original bid price.**
- 2.5 The Service Provider shall handover the building with an approved occupancy certificate from the council, COCs (Certificate of Compliance) and as built drawings and manuals. IT and data installations must be conducted with AgriSETA ICT department, and all installations must be approved by AgriSETA ICT department. The work to be done in accordance with the relevant ICT standards.
- 2.6 The service provider shall provide minimum of four (4) weeks beneficial occupation period for AgriSETA to conclude the move in the official post practical handover.
- 2.7 The toilets accessories to be provided by the Service Provider must have Towel Dispenser, Seat Wipe Dispenser, SHE Bins, Hand Soap Dispensers, Automatic Air Freshener and Auto Janitors.
- 2.8 The building and office space must be completed as per AgriSETA requirements and ready for occupation by 01 December 2023.

## 3. SCOPE OF THE PROJECT/SERVICES

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

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

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

### **3.1 The premises should make provision for the following:**

Function Requirements	Space requirements	Size per m <sup>2</sup>	Quantity	Total Space (Total Construction Area)	Office Specification
<b>OFFICE OF THE CEO</b>					
Top Management	Chief Executive Officer (CEO)	20 m <sup>2</sup>	01	20 m <sup>2</sup>	Soundproof enclosed office, with dry wall and glass panel. Security system. Inter-leading door to the executive boardroom and PA's office. High level security doors.
Executive Management	Chief Internal Audit Officer & Company Secretary (Shared office)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	Chief Risk Manager Office of the CEO (Shared office)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Personal Assistant to CEO, Company Secretary Assistant & Interns	Personal Assistant to CEO (Shared office)	24 m <sup>2</sup>	01	24 m <sup>2</sup>	Office linked to the CEO's office
Pause Room	CEO Pause Room	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Room
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	
<b>EDUCATION TRAINING AND QUALITY ASSURANCE</b>					
Executive	Executive ETQA	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: Quality Development,	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full

	Compliance and Quality Assurance				height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (Accreditation, Qualification and Verification & Capacity Building) (Shared Office)	12 m <sup>2</sup>	01	12 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer (Accreditation, Evaluation, Capacity Building, Certification, Monitoring, Achievements and RPL) – Shared open space	30 m <sup>2</sup>	1 (to accommodate 4 officers at a time)	30 m <sup>2</sup>	Open space – 1200 mm high cluster partitioning.
Officer	Officer Certification	12 m <sup>2</sup>	1	12 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
ETQA Storeroom	ETQA Storeroom	20 m <sup>2</sup>	01	20 m <sup>2</sup>	Room with concrete wall, no windows and fireproof steel door.
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	
<b>CORPORATE SERVICES</b>					
Executive	Executive Manager Corporate Services	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, with dry wall and glass panel.
<b>HR &amp; FACILITIES</b>					
Middle Management	Manager: Human Resources	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Manager Facilities & Maintenance Officer to share	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
HR Business Partners & Interns	HRBP X2 and HR Interns (Two separate offices)	16 m <sup>2</sup>	02	32 m <sup>2</sup>	Enclosed office, use full height acoustic demountable

					partitioning and glass panel.
Officer	Hygiene Officers X3	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Open space – 1200 mm high cluster partitioning.
Facilities Storeroom	Facilities Storeroom	20 m <sup>2</sup>	01	20 m <sup>2</sup>	Room
Human Resources Storeroom	Human Resources Storeroom	20 m <sup>2</sup>	01	20 m <sup>2</sup>	Room
Sick Bay	Sick Room	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Room
Cleaners Room with lockers (Male and Female)	Cleaners Room	08 m <sup>2</sup>	02	16 m <sup>2</sup>	Room
Security control room	Security control room	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Security system/Access controlled room. Brick and morta wall/reinforced ceiling, no windows (SANS 1263-part 3 class RB). Bathroom and one kitchenette. Fire systems SANS 10400 section T) Security illumination.
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	
<b>ICT</b>					
Middle Management	Chief Information Officer	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	ICT Lead Specialist: Business Analysis and ICT Lead Specialist: Infrastructure (Shared to accommodate 2 people)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer & Intern	Officer: IT & Intern (Shared to accommodate 2 people)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Server room	Server room	30 m <sup>2</sup>	01	30 m <sup>2</sup>	Room – Solid wall, no window

					with the below specifications: 1. Raised flooring, 2. Airconditioning 3. Access control 4. Security door 5. CO2 Fire extinguishers 6. Fire, water and smoke detector 7. Environmental monitoring. 8. CCTV.
UPS Room	UPS Room	12 m <sup>2</sup>	01	12 m <sup>2</sup>	Room
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	

#### **MARCOMMS**

Middle Management	Manager: (MarCom)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant manager, Officers and Intern	Assistant Manager, Officers X2 and an Intern (Office to accommodate 2 officials at a time)	28 m <sup>2</sup>	01	28 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Reception & Security and waiting area	100 m <sup>2</sup>	01	100 m <sup>2</sup>	Open space to accommodate security check point, Turnstiles, X-ray Machines and Scanners
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	

#### **LEARNING PROGRAMMES AND PROJECTS**

Executive	Executive Manager: Learning Programmes and Projects	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, with dry wall and glass panel.
Middle Management	Managers (Artisan Development, Rural Development, and Learning Programmes)	12 m <sup>2</sup>	03	36 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (Artisan Development and Administration X2)	12 m <sup>2</sup>	02	24 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.

	Shared by Assistant Managers				
Officers  (To be shared by 14 Officers, occupied by only 7 at a time)	Officer (Artisan Development, Rural Development, Documents Verification, Verification and Certification, Bursaries, AET, Graduate Management, New Bursaries X2, Assistant Manager Administration, Learnership 18.1, Learnership 18.2, Learnership 10.1 and 18.2 and Business Venture Creation and Commodity ORG.	56 m <sup>2</sup>	7 desks	56 m <sup>2</sup>	Open space – 1200 mm high cluster partitioning.
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	
<b>FINANCE AND SCM</b>					
Executive	Chief Financial Officer	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: (Finance Manager and Management Accountant) To be shared by 2 Managers	12 m <sup>2</sup>	01	12 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Middle Management	SCM Manager	12 m <sup>2</sup>	01	12 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (SCM, Expenditure, Reporting and Revenue and Assets)	10 m <sup>2</sup>	04	40 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officers X 12 (To occupy 7 officers at once per day)	08 m <sup>2</sup>	05 desks	40 m <sup>2</sup>	Open space – 1200 mm high cluster partitioning.
SCM Storeroom	SCM Storeroom	20 m <sup>2</sup>	01	20 m <sup>2</sup>	Room
Print Room	Printing area	10 m <sup>2</sup>	1	10 m <sup>2</sup>	
<b>SKILLS PLANNING</b>					

Executive	Executive manager: Skills Planning	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, with dry wall and glass panel.
Middle Management	Manager: Mandatory Grants and RME (Shared by both Managers)	16 m <sup>2</sup>	01	16 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Assistant managers	Assistant Managers (Reporting, Mandatory, ME, Research, ME X2) Shared by 6 Assistant Managers	16 m <sup>2</sup>	03	48 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
Officer	Officer (Data Capture X2, Evaluations X2, Mandatory Grand X2, Research X2, Officer) (Shared by 9 officers to occupied by 4 officers at a time)	08 m <sup>2</sup>	04 Desks	32 m <sup>2</sup>	Open space – 1200 mm high cluster partitioning.
Boardroom (Soundproof)	Executive Boardroom linked or next to the CEO's office	60 m <sup>2</sup>	01	60 m <sup>2</sup>	Concrete wall, Reinforced ceiling, soundproof including serving area with counter
Main Kitchen	Main Kitchen	50 m <sup>2</sup>	01	50 m <sup>2</sup>	Kitchen facilities with built-in cupboards and Hydroboil
Kitchen	Kitchen	20 m <sup>2</sup>	02	40 m <sup>2</sup>	Kitchen facilities with built-in cupboards and Hydroboil
Pause Area	Pause Area	60 m <sup>2</sup>	01	60 m <sup>2</sup>	Kitchen facilities with built-in cupboards and Hydroboil
Boardroom (Soundproof)	Boardroom	100 m <sup>2</sup>	01	100 m <sup>2</sup>	Boardrooms that can be merged to create a larger one
Boardroom (Soundproof)	Boardroom	120 m <sup>2</sup>	01	120 m <sup>2</sup>	Boardrooms that can be merged to create a larger one
Auditor's offices	Assistant Managers	16 m <sup>2</sup>	02	32 m <sup>2</sup>	Enclosed office, use full height acoustic demountable partitioning and glass panel.
<b>Total</b>				1 500 m <sup>2</sup>	

**Table 1.** AgriSETA space requirements

## 4. OFFICE PROPERTY

### 4.1 Office Property

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

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

### 4.2 Building Regulations and Compliance

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

#### 4.2.1 Parking

A total of 50 parking bays are required with at least 80% (40) as covered parking and the 20% (10) being shaded parking. Should the landlord not be able to provide all 50 parking bays in the same building that is going to be occupied, the alternative parking may not be more than 500 m away from the building provided. The parking space should be of the same standard as the office parking provided by the landlord.

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

The below must apply for disabled parking bays:

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

## 5. AGRISSETA FACILITIES STANDARD

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

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

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

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

## **5.2 TOILET FACILITIES**

The landlord must provide a fully functional and/or refurbished ablution facilities (to the satisfaction of AgriSETA) as per SANS 10400 Part P – DRAINAGE to accommodate 40 employees. The facilities should be for both Ladies and Gents and people with special needs.

### **5.2.1 Sanitary Fixtures for Building (SANS 10400-1990)**

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

### **5.2.2 People with Disabilities**

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

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

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

## **5.3 WATER SUPPLY**

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

## **5.4 ELECTRICAL SUPPLY**

The electrical power supply shall be metered separately and there must be a power factor correction equipment in place. The relevant Municipal Authority shall also confirm the power supply stability. The installation is to comply with all relevant regulations and by-

laws. Sufficient power supply must be provided to increase demand at peak times up to 20% of normal use.

#### 5.4.1 Standby/Emergency Power Supply (Generator)

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

#### 5.4.2 Power Points

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

- In offices: one normal plug and one red dedicated plug.
- The total amount of power points to be provided in the office space to accommodate the number of officials (40 ) as per the organisational structure.
- Single-phase 15 Amp socket outlet in passages and operational areas shall be provided for cleaning and maintenance tasks and shall be wired separately from the power supply to the main operational areas. The minimum distance for the repetition of these points should not be less than 15m.

#### 5.4.3 Uninterrupted Power Supply (UPS) Requirements

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

#### 5.4.4 Emergency Power – Configuration

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

#### 5.4.5 Lightning Protection

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

#### 5.4.6 Lighting

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

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

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

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

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

## **5.5 FIRE PROTECTION AND RISK MANAGEMENT**

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10400 Part T – Fire Protection. It will be required that a complete Automatic Sprinkler Inspection Bureau (ASIB SA) report be submitted, along with other information regarding fire compliance. Provision, Certification, continuous maintenance of the installation and equipment will be the responsibility of the landlord for the duration of the lease period. Annual servicing of the firefighting equipment is the sole responsibility of the bidder.

## **5.6 VERTICAL MOVEMENTS FOR OFFICE SPACE**

### **5.6.1 Stairs**

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

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

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

## **5.7 CARRYING CAPACITY OF FLOORS**

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

## **5.8 ACOUSTIC AND NOISE FOR OFFICE SPACE**

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

## **5.9 ACCESSIBILITY TO THE BUILDING**

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

## 6. RATES

### 6.1 RATES AND MAINTENANCE

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

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

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

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

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

#### 6.1.1 Adjustments

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

#### 6.1.2 Variation to the Rate

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

## 7. STANDARD SPECIFICATIONS

### 7.1 SANS SPECIFICATIONS

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

#### 7.1.1 Occupational Health and Safety Act

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

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

- 7.1.1.2 The National Building Regulations and Building Standards Act 1997 (Act 103 of 1997), as amended (SANS 10400)
- 7.1.1.3 The municipal by-laws and any special requirements of the local supply authority
- 7.1.1.4 The local fire regulations
- 7.1.1.5 Lightning protection: SANS 10313
- 7.1.1.6 Lifts, escalators, and passenger conveyor regulation

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

## **8. ADDITIONAL REQUIREMENTS**

- 8.1 In walking distance (less than 1000 m) of the public transport.
- 8.2 The building must be clearly visible from major local traffic routes
- 8.3 Unimpeded entrance to the public area from the street level
- 8.4 Close proximity of public parking facilities and retail banking and other commercial nodes
- 8.5 Ground floor coverage and suitability for functional operations
- 8.6. Available space on the ground floor for administration and intake
- 8.7 IT server room of 25 m<sup>2</sup> with Air-conditioning.
- 8.8 Provision of an archive facility for document filing.

## **9. SPECIAL CONDITION OF TENDER**

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

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

## **10. TENANTS INSTALLATIONS REQUIREMENTS**

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

- As built drawings for the building (Approved by the municipality). All floors to be shown, including any basement parking.
- A detailed conditional assessment of the building, indicating the condition of the floors, ceilings, walls, roofs, glazing, existing condition of the HVAC and life expectancy of the units, firefighting equipment and parking. The existing condition of the floors, ceilings, walls, roofs and glazing of the proposed building must be free from any damages, leaks and cracks.
- The bidder at own cost will make sure that the HVAC of the building complies with all requirements in line with AgriSETA space needs. The cost will be for the bidders and must not form part of the Tenant Installation cost.
- The condition of the floor finishes in common areas should be in good condition. The bidder shall make sure that the floor finishes are usable, and the cost for fixing of the floor finishes should not be allocated on the Tenant Installation, the provision must be made by the successful bidder at no cost to AgriSETA.
- The Prospective Bidders to provide own Space Planner and Project Manager for the Tenant Installations.

## 11. TENANT INSTALLATION COST

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

The bidder shall deal with the installation of the premises, including the provision of floor coverings, dry-walling, wall coverings, doors, and ironmongery thereto, and VAT; limited to the approved total bid cost.

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

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

Provision should be made for the following:

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

1. Walls (demarcations of spaces)

- a. Dry walling for offices

The Tenant Installation amount should be able to accommodate the dry walling for offices as indicated in table 1 to accommodate 40 employees.

- i) Fire rated plaster boards (1hr) manufactured in accordance with the latest edition of SANS 266:2003 edition 2.2 consisting of aerated

gypsum core with suitable additions fibreglass stands and unexfoliated vermiculite bonded to durable paper liners.

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

b. Meeting rooms and boardrooms

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

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

2. Floor Covering

- a. Closed offices, Open plan offices, boardrooms and meeting rooms, common areas (passages, lobbies, waiting, reception, etc.), and filing room and boardrooms

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

3. Doors and Ironmongery

- a. Closed Offices and Open Plan Offices

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

- b. Boardrooms and meeting rooms

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

- c. Filing room(s)

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

4. Wall Covering

- a. Closed offices, open plan offices, boardroom and meeting rooms, common areas (passages, lobbies, and waiting areas incl. Reception Area)

- i) Walls to be painted with two (2) coat durable and washable paint as per manufacturer's specification.

5. Entrance and reception areas

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

**Note:** AgriSETA will bring its own furniture for each employee

## 6. Access routes

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

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

## 7. Doors and Walkways

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

## 12. ADDITIONAL SCOPE OF WORK AND DELIVERABLES

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

### 12.1 The Lease Period Agreement

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

## **12.2 The requirements for the area:**

The Office Space must be within 15km radius of the current office building situated at **529 Belvedere Street, Arcadia and within the Tshwane region**

Proximity to public transportation, bus stop and amenities such as shopping centres and banks, accessibility to the main road for easy access by both public/stakeholders and staff.

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

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

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

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

## **12.3 The requirements for safety and security include:**

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

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

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

## **12.4 Lessor / landlord must provide:**

### **12.4.1 Inclusive in Rent/Operational costs**

12.4.1.1 The lease will provide for a Service Level Agreement (SLA) between the

lessee and lessor / landlord, with specific timelines for all calls related to the obligations by the lessor / landlord

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

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

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

12.4.1.4 The Lessor / landlord must clearly indicate the tenant installation cost; such cost must exclude the items listed under section 12.4.1.3 (a-f).

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

#### **12.4 Occupation Date**

12.4.1 The building should be completed and ready for occupation by 01 December 2023. The prospective lessor will be required to grant the lessee an opportunity to effect renovations and installations to the building prior to the occupation date.

### **13. LOCATION SUITABILITY**

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

Item	Description	Requirement
1	Location	15 kilometres radius of 529 Belvedere Street, Arcadia, 0083
2	Property type	A stand-alone property or Office Park
3	Space	Minimum office space of 1500 square metres, which allows alteration to suit AgriSETA's requirements
4	Lease duration	Three years, starting 01 December 2023 to 30 November 2026
5	Staff complement	50

6	Parking for staff members and stakeholders	Minimum of fifty (50) covered or shaded parking bays, including visitors and disabled parking
7	Boundaries and conditions	<ul style="list-style-type: none"> <li>- Reasonable proximity of the public transport/routes</li> <li>- Located in general safe area where officials will not be at risk when leaving office after hours</li> <li>- less than 1000m in walking distance of the public transport</li> <li>- Accessibility of premises, building and facilities for disabled persons</li> <li>- Compliance with National Building Regulations and Standards Act as well as the Occupational Health and Safety Ac</li> </ul>
8	Ablution facilities	Male and Female (at least 1 toilet per 8 males and 2 toilets per 8 females. Reference: SANS 10400 – Part P; Section 4.11 – Table 5)
9	Kitchen	Provision of kitchen space for

#### **14. COSTING – INCLUSIVE AND EXCLUSIVE**

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

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

- 15.1.1 Structural repairs and Maintenance (internal and external);
- 15.1.2 Gardens and Waste management (if applicable);
- 15.1.3 Heating, Ventilation, Air Conditioning (HVAC) system;
- 15.1.4 Lifts and escalators;
- 15.1.5 Normal wear on floor covering;
- 15.1.6 Electrical supply, inclusive of backup generator(s);
- 15.1.7 Plumbing and ablution facilities;
- 15.1.8 Fixed firefighting equipment (fire hoses and piping);
- 15.1.9 Wired to be ready for ICT and UPS.

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

15.2.1 Municipal rates and taxes plus increases;

15.2.2 Sanitation and refuse removal rates;

15.2.3 All insurance (excluding content belonging to AgriSETA);

## **16. GENERAL**

16.1 Facilities and services offered must comply fully with all applicable legislation, regulations, by-laws, and standards including but not limited to:

16.1.1 The Occupational Health and Safety Act and regulations;

16.1.2 Municipal By-Laws;

16.1.3 SANS 10400 standards;

16.1.4 Any other applicable building regulations

16.2. Cognizance will be given to security consideration of the proposed building(s) such as access control, perimeter fencing etc. The premises must comply with Government Minimum Physical Security Standards (MPSS).

## **17. Additional Requirements**

17.1. The building must comply with Occupational Health and Safety Act (85 of 1993) the below certificates are compulsory and will be required before occupancy of the building:

- Certificate Of Compliance for Electrical
- Occupational Certificate
- Most recent floor plans of the office and the parking approved by a registered professional architect.
- Certificate Of Compliance for the building
- Occupational Health & Safety certificate
- Proof of ownership of the building or proof to administer the building.

17.2. Site Inspection of the building will be conducted only for the bidders who meet the minimum functionality criteria.

## 18. BID EVALUATION AND SELECTION CRITERIA:

<p>AGRISETA has set minimum standards (Phases) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:</p> <p><b>Pre-qualification Criteria (Phase 1)</b></p>	<p><b>Functionality Evaluation Criteria (Phase 2)</b></p>	<p><b>Site Inspection</b> Due diligence will be conducted to the building recommended by bidders that met minimum score for functionality (Phase 3)</p>	<p><b>Price and Specific Goal Evaluation (Phase 4)</b></p>
<p>Bidders must submit all documents as outlined in section 19 below.</p> <p>Only bidders that comply with ALL these criteria will proceed to Phase 2.</p>	<p>Bidder(s) are required to achieve a minimum of 70 points out of 100 points as outlined in section 20 below to proceed to Phase 3 (Site assessment visits ).</p>	<p><b>Due Diligence</b></p>	<p>Bidder(s) will be evaluated out of 100 points and Phase 3 will only apply to bidder(s) who have met and exceeded the threshold of 70 points and complied with Phase 3 of the evaluation which is site inspection.</p>

The following evaluation method will be used:

- After the closing date of the Request for Proposal invitation, an appointed evaluation committee of AgriSETA officials will evaluate the bid proposals.
- The committee will individually evaluate each of the proposals received against the appointment criteria as provided for on **SBD6.1 attached to this tender document**

All proposals submitted will be evaluated on four categories:

- Mandatory requirements
- Functionality (technical content)
- Site visits
- Price and Specific Goals

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

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

Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference points systems, 80 points will be allocated for price and the 20 points will be allocated for Specific goals. The price points will be calculated in accordance with the formula prescribed in **SBD 6.1, attached to this tender document**.

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

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

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

## **19. COMPLIANCE EVALUATION - MANDATORY REQUIREMENTS (PHASE 1)**

The bidding company must comply with the following requirements. Failure to comply with the technical mandatory requirements information and documents may lead to disqualification of the bidder.

**NOTE: Only evidence from the bidding company will be considered for the evaluation criteria below. Evidence of a sub-contractor that the bidding company intends to subcontract will not be considered unless the bidding company has entered into a valid joint venture agreement signed by both parties as outlined in the conditions of the tender**

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

No.	Mandatory Requirement	Yes / No	Reference page in proposal
1	Must be registered on the National Treasury CSD (Central Supplier database): A full report must be submitted.		
2	Standard Bidding Documents (SBD) forms. Must be submitted		
3	Tax clearance certificate with Pin or Tax compliant CSD report		
4	Proof of ownership of the building by the bidder/proxy or agreement between the bidder and the owner of the building.		
5	Joint venture agreements or consortia agreements in case of joint venture or consortium must be signed by all parties thereto and must indicate the percentage revenue split between the parties.		
6	Certificate of Compliance (COC) which clearly states letter of good standing from the Department of Labour (Occupancy certificate)		
7	Submit Grade A and B confirmation certificate or proof from the contractor that the building has been renovated within Grade A or B specification		
8	Building structural integrity certificate not older than 5 years or a letter from a registered professional engineer indicating that a building structural		

	assessment has been conducted and that the building is structurally sound		
--	---	--	--

## 20. EVALUATION ON FUNCTIONALITY (Phase 2)

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

### Technical / Functional Requirements

**NOTE: Only evidence from the bidding company will be considered for the evaluation criteria below. Evidence of a sub-contractor that the bidding company intends to subcontract will not be considered unless the bidding company has entered into a valid joint venture agreement signed by both parties as outlined in the conditions of the tender:**

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

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:	Allocation of Points	Scored Points
20.1 Company experience		

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:	Allocation of Points	Scored Points
<p>Years of experience in the rendering office accommodation services:</p> <p>Submit at least 5 reference letters from current and previous tenants where the service was rendered, not older than five years</p> <p>The reference letters must include:</p> <ul style="list-style-type: none"> <li>- Telephone numbers</li> <li>- Email addresses</li> <li>- Signed letter on client's letterhead</li> <li>- The size of the space rented</li> <li>- Duration of contract</li> <li>- Value of the contract</li> </ul> <p><b>NB:</b> Letters not meeting the above criteria will not be considered</p>	5 letters or more not older than five years= 5 points  4 letters not older than five years= 3 points  Less than 3 letters- <b>0 points</b>	30
20.2 Location		
<p>Location of the building within 15km radius of the current accommodation <b>(529 Belvedere Street, Arcadia)</b></p> <ul style="list-style-type: none"> <li>• Submit a distance map from</li> </ul>	Location within 15km radius and below of the current accommodation <b>5 points</b>	30
	Location is above 15 km of the current accommodation <b>0 points</b>	

<b>Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:</b>			<b>Allocation of Points</b>	<b>Scored Points</b>
	AgriSETA current location to the proposed accommodation			
<b>20.3</b>	<b>Building Inspection</b>			
	<p>The building must be 1500 m<sup>2</sup> to accommodate the specified needed space capacity.</p> <ul style="list-style-type: none"> <li>The bidder must submit building picture(s) and floor plans with square meters(m<sup>2</sup>) as proof. Failure to submit both the building pictures and the floor plans with sizes will result in no points allocation for this criterion.</li> </ul>	<p>A single building with layout of 1500 m<sup>2</sup> (Stand Alone)- with pictures and a floor plan</p> <p><b>5 points</b></p> <p>A single building with layout of 1500 m<sup>2</sup> (Stand Alone)- with one of two of the requirements</p> <p><b>3 points</b></p> <p>More than one building on more than one campus/office park-</p> <p><b>0 point</b></p>	20	
<b>20.4</b>	<b>Parking</b>			
	<p>50 covered parking or shaded parking bays</p> <p>The bidder must submit parking floor plans showing the number of parking bays.</p>	<p>40 covered parking bays and 10 uncovered parking bays with floor plans and above</p> <p><b>5 points</b></p> <p>30 covered parking bays and 10 uncovered parking bays with floor plans and above</p> <p><b>3 points</b></p> <p>Anything below 40 parking bays</p> <p><b>0 point</b></p>	20	
<b>Minimum Threshold Score</b>			<b>70</b>	

Technical Requirements: Technical/Functional Criteria (Submission) NB: Each bidder will be evaluated, based on the submitted documentation, on the following:	Allocation of Points	Scored Points
<b>Total for functionality</b>	<b>100</b>	

## 21. SITE VISITS ASSESSMENT (Phase 3):

**Note: Bidders that score a minimum of 70 on functionality will move to phase 3 of the evaluation which is site visit assessment. Though the site visit will not be scored, the outcome of the assessment will influence the successful awarding of the bid.**

	Technical Requirements: Technical / Functional Criteria (Site Visit). NB: Each building proposed will be evaluated, based on a site visit, on the following:	Comply		Comments
		YES	NO	
<b>Area:</b>				
1	Building suitably located in terms of accessibility and near public transport			
<b>General requirements for the building</b>				
2	“A” or “B” grade office accommodation: Not older than 15 years or has undergone a major renovation, featuring high quality modern finishes, Heating Ventilation and Air Conditioning (HVAC) and adequate on-site parking with a provision for back-up electricity power supply in case of Power outage.			
3	The building is an existing building (complete built structure)			
4	The existing condition of the floors, ceilings, walls, roofs and glazing			
5	The building should have access for people living with special needs/ disability (e.g., wheelchair ramp must be next to the main entrance and parking)			
6	The building must be free of water leaks			
7	Acceptable acoustic and noise for office space			
8	There are no visible pest infestations			
9	There is ample natural light (energy efficient bulbs)			
10	A room that can be dedicated ICT Server room			
<b>Building Systems/Services</b>				
12	There is back-up water supply in case of municipal water disruption sufficient for 24 hours supply capacity			
13	The space(s) on offer must have its own distribution board(s) or make allowance for these			

	<b>Technical Requirements: Technical / Functional Criteria (Site Visit). NB: Each building proposed will be evaluated, based on a site visit, on the following:</b>	<b>Comply</b>		<b>Comments</b>
		<b>YES</b>	<b>NO</b>	
14	Ablution facilities for male, females and people with disability are available on every floor level. (See quantity based on 40 people; even split between males (16) and female (24). <i>(At least 1 toilet per 8 males and 2 toilets per 8 females. Reference: SANS 10400 – Part P; Section 4.11 – Table 5)</i>			
15	Ablution facilities for people with disability (and abled) are in compliance with applicable legislation (Dimensions etc).			
<b>Safety and Security</b>				
16	Spot check and to ensure that safety equipment services are up to date (e.g., firefighting equipment, first aid kit) as per legislative requirements			
17	The premise secured by a boundary wall or electric fence			
18	If in a campus: Access control			
19	The building must make provision for access control and allow AgriSETA to implement their own access control as per AgriSETA standards.			
20	Generator installed			
<b>Parking</b>				
22	There is adequate parking (50)			
23	There is adequate and compliant parking for people living with disability			
24	There are loading zones with ramps next to the entrance			

**Note: the minimum score for functionality is 70.00 points.**

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

## 22. PREFERENCE POINTS ALLOCATION (Phase 4)

Bidders who score 70 (average) points and above, and is compliant in terms of Site Inspection (Phase 3) will be considered in phase 4 of the evaluation ( price and specific goals).

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

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

CRITERIA	WEIGHT
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## 23 PAYMENT TERMS

AgriSETA undertake to pay valid invoices in full, within 30 (thirty) days from date of receipt of the invoice, for work done to its satisfaction. No payment will be made where there is outstanding information, until that outstanding information is submitted, and the deliverable has been successfully submitted to the SETA. AgriSETA shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result of staff changes or redrafting of reports

## 24 CONDITIONS OF TENDER

The requirement for content of the project proposal section below outlines the information that must be included in bid offers. **Failure to provide all or part of the information may result in your bid being excluded from the evaluation process.**

- AgriSETA may at its own discretion vary an instruction to include more work or to reduce the work.
- If any conflict of interest is discovered during the assignment, AgriSETA reserves the right to summarily cancel the agreement and demand that all the information, documents, and property of AgriSETA be returned forthwith.
- AgriSETA reserves the right to request new or additional information regarding each bidder and any individual or other persons associated with its project proposal.
- Bidders shall not make available or disclose details pertaining to their project proposal with anyone not specifically involved, unless authorized to do so by AgriSETA.

- Bidders shall not issue any press release or other public announcement pertaining to the details of their project without the prior written approval of AgriSETA.
- Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. AgriSETA reserves the right not to consider further any bid where such a conflict of interest exists or where such potential conflict of interest may arise.
- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which AgriSETA is prepared to enter a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to AgriSETA together with its bid, duly signed by an authorised representative of the bidder.
- Bidders must be registered in the National Treasury Central Supplier Database (CSD) and must submit CSD report with a tax compliant status with their proposal.
- Bidders are advised that submission of a project proposal gives rise to no contractual obligations on the part of AgriSETA.
- Disputes that may arise between AgriSETA and a bidder must be settled by means of mutual consultation, mediation (with or without legal representation) or, when unsuccessful, in a South African court of law.
- All returnable bid documents must be completed in full and submitted together with the bidder's proposal.
- The bidder must submit the total bid price inclusive of vat and must be fixed for the duration of 3 years. The price proposal must cover all the AgriSETA requirements in line with the scope of work, failure to meet this requirement will result in disqualification of the bidder. The Price submitted must be verified thoroughly by the bidder and will be used as a FINAL OFFER by the bidder.
- Once the Bid has been submitted to AgriSETA within the bidding period, the bidder will not be allowed to amend the Bid Price Offer.
- Completion of the Standard Bidding Documents below stated is mandatory, failure to do so will render your bid offer invalid.

- Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. AgriSETA will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement. Agreements must be signed by both parties involved.
- The bidder must submit their bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. Competitors sub-contracting to each other is prohibited and both bidders will be disqualified, except partners in a joint venture or consortium.
- Joint venture agreements pertaining to the bid in question must be attached and signed by both parties.
- Submit Company registration documents and Company Profile
- Bidders must complete section 4 of the AgriSETA SBD 6.1 attached to this bid document.
- Please complete and submit the following (as attached) with your bid proposal:
  - Tax compliant CSD report/ tax pin
  - SBD 4
  - SBD 6.1
  - Evidence to be submitted by EME's/QSE's: A certificate issued by a registered auditor, accounting officer or an accredited verification agency, or sworn affidavit.
  - The bidder must submit Companies & Intellectual Property Commission (CIPC) company registration documents listing all Directors or Shareholders and certify ID copy of Directors or Shareholders. Including company profile.
  - Bidders that wish to claim points for preferential procurement must do so by completing the relevant AgriSETA SBD6.1 form and provide necessary proof for points claimed when submitting their quotation/proposal/bid.
  - In the event that a bidder did not complete the SBD 6.1 form, or they indicated that they do not wish to claim the preferential procurement the bidder is not disqualified.

Such bidder will obtain points scored on price only and “0” for the preferential procurement.

- In case of a Joint Venture, a tenderer may not be awarded points for specific goals if both companies do not qualify for points for each specific goals. The highest points claimed between the two companies will be considered. Evidence as described in the SBD6.1 for points claimed must be submitted for each company in the Joint Venture.

## **25. CONFLICTS OF INTEREST, CORRUPTION AND FRAUD**

- AGRISSETA 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 AGRISSETA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- 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.
- seeks any assistance, other than assistance officially provided by AgriSETA, from any employee, advisor or other representative of AgriSETA in order to obtain any unlawful advantage in relation to Bid Invitation.
- makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of AgriSETA's officers, directors, employees, advisors or other representatives.
- accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to AgriSETA.
- 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 AgriSETA.

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

## FRAUD ALERT

Dear Bidders/ Prospective Suppliers

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

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

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



---

Innocent Sirovha (Dr)  
Chief Executive Officer

## ANNEXURE A

### COSTING SCHEDULE: OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISETA IN TSHWANE FOR A PERIOD OF THREE (3) YEARS TENDER NO: AGRISETA/2023/06

The following costing tables must be duly completed:

A. Rental for Office Space							
Period	Office Space m <sup>2</sup>	Rate per m <sup>2</sup>	Basic Rental Cost per Month excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year Incl. VAT	Cumulative Cost-Year-on-Year
1 <sup>st</sup> Year	1500						
2 <sup>nd</sup> Year	1500						
3 <sup>rd</sup> Year	1500						
Total Office Space for 3 years:							

### B. Rental for Covered Parking Bays

Period	No. of Covered Parking Bays	Rate per bay p/m	Basic Rent al excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year      Incl. VAT	Cumulative      Cost- Year-on-Year
1 <sup>st</sup> Year	40						
2 <sup>nd</sup> Year	40						
3 <sup>rd</sup> Year	40						
Total Covered Parking Bays for 3 years:							
C. Rental for Shaded Parking Bays							
Period	No. of Shaded Parking Bays	Rate per bay p/m	Basic Rent al excl. VAT	VAT @ 15%	Total Cost per Month incl. VAT	Total Cost per Year      Incl. VAT	Cumulative      Cost- Year-on-Year
1 <sup>st</sup> Year	10						
2 <sup>nd</sup> Year	10						
3 <sup>rd</sup> Year	10						
Total Shaded Parking Bays for 3 years							

D. Office Design and Tenant Installation Cost

No.	Unit cost	Total Cost
1		
2		
3		

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

R\_\_\_\_\_

**NB:**

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

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	AGRISETA / 2023/06	CLOSING DATE:	13 OCTOBER 2023	CLOSING TIME:	11:00
DESCRIPTION	OFFICE RENTAL SPACE AND PARKING BAYS FOR AGRISSETA IN THE TSHWANE AREA FOR A PERIOD OF THREE (3) YEARS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
AGRISETA HOUSE, 529 BELVEDERE STREET, ARCADIA 0083					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	TEBOGO MAPITSING		CONTACT PERSON	TEBOGO MAPITSING	
TELEPHONE NUMBER	012 301 5678		TELEPHONE NUMBER	012 301 5678	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	TEBOGOM@AGRISETA.CO.ZA		E-MAIL ADDRESS	QUOTATIONS@AGRISETA.CO.ZA	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]
	<input type="checkbox"/> Yes	<input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## **PART B**

### **TERMS AND CONDITIONS FOR BIDDING**

#### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

---

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

**YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during

---

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

**SBD4**

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

## **SBD 6.1**

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

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

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

---

#### **1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*
  - a) The applicable preference point system for this tender is the **90/10** preference point system.
  - b) The applicable preference point system for this tender is the **80/20** preference point system.
  - c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

**(Note: 80/20 preference point system is applicable)**

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of SMMEs (Entities that are EME or QSE)	4	
Black ownership	8	
80% ownership by black women	4	
51% ownership by people with disabilities	2	
51% ownership by youth	2	

**Black ownership: 100% Black owned entities will score the full 8 points and between 51% - 99% black owned entities will score 4 points.**

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

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;

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

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

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

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

Name of bidder.....	Bid number.....
---------------------	-----------------

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

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

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

---

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

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

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

\*Delete if not applicable

## **Annexure A**

# **GOVERNMENT PROCUREMENT**

## **GENERAL CONDITIONS OF CONTRACT**

### **July 2010**

#### **NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

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

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

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

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

**2. Application**

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

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

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

**3. General**

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance**

7.1 Within thirty (30) days of receipt of the notification of contract award,

**security** the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

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

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

(b) a cashier's or certified cheque

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

**8. Inspections, tests and analyses**

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

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

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

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

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

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

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the

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

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

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

may have against the supplier under the contract.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

#### **24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

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

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

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

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

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

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation (NIP) Programme</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or

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

Js General Conditions of Contract (revised July 2010)