

**RTIA**

Road Traffic Infringement Agency

Justice in Adjudication

<b>BID NUMBER:</b>	<b>RFP04/2022/23</b>
<b>DESCRIPTION:</b>	<b>Appointment of a service provider to provide Office Building Rental for RTIA a period of five (5) years.</b>
<b>VALIDITY PERIOD:</b>	<b>120 Days from the closing date.</b>
<b>CLOSING DATE:</b>	<b>04 November 2022</b>
<b>CLOSING TIME:</b>	<b>11:00am</b>
<b>PROPOSALS MUST BE HAND DELIVERED/ COURIERED TO:</b>	<b>Road Traffic Infringement Agency Head Office (at the reception) Waterfall Edge B, Howick Close Waterfall Office Park Bekker Road Midrand 1685</b>
<b>ATTENTION:</b>	<b>Supply Chain Management Office: Mr Kwena Moloko</b>
<b>Enquiries</b>	<b><u><a href="mailto:bids@rtia.co.za">bids@rtia.co.za</a></u> and <u><a href="mailto:kwena.moloko@rtia.co.za">kwena.moloko@rtia.co.za</a></u></b>
<b>Proposals must be deposited inside the RTIA bid box situated at building mentioned above on or before closing date and time.</b>	
<b>Compulsory Clarification Session:</b> <b>Date: 20 October 2022</b> <b>Time: 11: 00am</b> <b><u>Venue:</u> Head Office</b> <b>Road Traffic Infringement Agency</b> <b>Waterfall Edge B, Howick Close</b> <b>Waterfall Office Park</b> <b>Bekker Road</b> <b>Kindly connect using the company name when joining the meeting.</b>	
<b>COMPANY NAME:</b>	

**YOU ARE HEREBY INVITED TO THE BID FOR ROAD TRAFFIC INFRINGEMENT AGENCY**

**BID NO:** RFP04/2022/23

**CLOSING TIME:** 11:00

**CLOSING DATE:** 04 NOVEMBER 2022

**BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION**

1. Kindly furnish us with the bid for services reflected on the attached forms
2. Attached please find:
  - 2.1 Authority to sign Standard Bidding Document (SBD's) on behalf of an Entity. Pg. 3-4
  - 2.2 Invitation to bid (SBD1) .....Pg. 5-6
  - 2.3 Pricing Schedule Services) (SBD .3.3) .....Pg.7-8
  - 2.4 Declaration of interest (SBD 4) .....Pg. 9-11
  - 2.5 Preference points claim form (SBD 6.1)..... Pg.12-16
  - 2.6 Terms of References .....Pg.17-46
  - 2.7 Annexure A1, Need analysis spreadsheet.....Pg.47-50
  - 2.8 General Conditions of the contract.....Pg.51-65
3. If you are a sole agent or sole supplier, you should indicate your market price after discount to your clients or if that is not possible your percentage net profit before tax in order to decide whether the price quoted is fair and reasonable.
4. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each Bid document must be submitted in a separate sealed envelope stipulating the following information: Name and address of the bidder, bid number and closing date of the bid.
5. Bid proposals must be deposited into the tender box situated Road Traffic Infringement Agency, Head Office (at the reception), Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand 1685, by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender or bid box on the closing date and time will not be considered.

Yours faithfully

## **AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBD's) ON BEHALF OF AN ENTITY**

**Only authorized signatories may sign the original and all copies of the tender offer where required.**

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In Case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing director or other official of the company to sign the documents on behalf of the company.

In a case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In a case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign documents unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which a **proof of such authorization** shall be included in the Tender.

In a case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.

**Accept that failure to submit proof of Authorization to sign the tender shall result in a tender offer being regarded as non-responsive**

## **EXAMPLE OF THE RESOLUTION OF AUTHORITY TO SIGN BIDDING DOCUMENTS**

Signatories for Companies, Close Corporation, and Partnerships must establish their authority by **ATTACHING TO THIS FORM, ON THEIR ORGANIZATION'S LETTER HEAD, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.**

**MAGEZA ZINTO (Pty) Ltd**

**By resolution of the Board of Directors taken on 16 June 2021**

**Mrs K Kodue**

**Has been duly authorized to sign all documents in connection  
with:**

**Appointment of a service provider to render Travel Management  
Travel management Services to RTIA for a period of 5 years. With  
Bid Number RFP01/2021/2022**

**On Behalf of MAGEZA ZINTO (Pty) Ltd**

**Signed on behalf of the Company; (Signature of Managing  
Director)**

<b>NAME AND SURNAME</b>	<b>SIGNATURE</b>

## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE ROAD TRAFFIC INFRINGEMENT AGENCY

BID NUMBER:	RFP04/2022/23	CLOSING DATE:	04 NOVEMBER 2022	CLOSING TIME:	11:00
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DESCRIPTION

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE BUILDING RENTAL FOR RTIA FOR A PERIOD OF FIVE (5) YEARS.

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

**BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:**

Road Traffic Infringement Agency  
Head Office (at the reception)  
Waterfall Edge B, Howick Close  
Waterfall Office Park  
Bekker Road  
Midrand

#### SUPPLIER INFORMATION

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE

NUMBER

CELLPHONE NUMBER

FACSIMILE NUMBER

CODE

NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TCS PIN:

OR

CSD No:

B-BBEE STATUS LEVEL VERIFICATION  
CERTIFICATE☐ YesB-BBEE STATUS  
LEVEL SWORN  
AFFIDAVIT☐ Yes

[TICK APPLICABLE BOX]

☐ No☐ NoIF YES, WHO WAS THE CERTIFICATE  
ISSUED BY?

AN ACCOUNTING OFFICER AS  
CONTEMPLATED IN THE CLOSE  
CORPORATION ACT (CCA) AND NAME  
THE APPLICABLE IN THE TICK BOX

☐AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE  
CORPORATION ACT (CCA)☐A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN  
ACCREDITATION SYSTEM (SANAS)☐

A REGISTERED AUDITOR

NAME:

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED  
REPRESENTATIVE IN SOUTH AFRICA  
FOR THE GOODS /SERVICES /WORKS  
OFFERED?

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN  
BASED SUPPLIER FOR  
THE GOODS  
/SERVICES /WORKS  
OFFERED?

☐ Yes☐ No[IF YES ANSWER PART B:3  
BELOW]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS  
SIGNED (Attach proof of authority to  
sign this bid; e.g. resolution of directors,  
etc.)

TOTAL NUMBER OF ITEMS OFFERED

TOTAL BID PRICE (ALL  
INCLUSIVE)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:

TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY

Road Traffic Infringement

CONTACT PERSON

Mr Kwena Moloko

	Agency		
CONTACT PERSON	Mr Kwena Moloko	TELEPHONE NUMBER	087 285 0500
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER	NA	E-MAIL ADDRESS	Bids@rtia.co.za
E-MAIL ADDRESS	Kwena.moloko@rtia.co.za		

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>

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

### PRICING SCHEDULE – NON FIRM PRICES (SERVICES)

**NOTE: FIRM PRICES WILL BE ACCEPTED FOR THE FIRST TWO YEARS. NON-FIRM PRICES WILL BE CONSIDERED FOR THE 3 LAST REMAINING YEARS.**

Name of bidder.....

Bid number RFP04/2022/23

Closing Time 11:00

Closing date:04 NOVEMBER 2022

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)	

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

**The Bidder must transfer total offer on the Annexure A2 on will be required to price on the following (from proposed Lease Agreement):**

#### PRICING SCHEDULE:

Item	Price (Annual)
Total (VAT Incl) (annual - Year 1)	VAT inclusive
Total (VAT Incl) (annual - Year 2) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 3) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 4) incl. escalation - %	VAT inclusive
Total (VAT Incl) (annual - Year 5) incl. escalation - %	VAT inclusive
<b>Total(VAT inclusive)(Over 5 years)</b>	<b>VAT inclusive</b>

\* Additional areas, parking, levies, etc. (please specify).

Quoted price must remain firm for the full period of the contract.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## PRICING SCHEDULE: OFFICE BUILDING RENTAL

This annexure A SBD 3.3 should be completed and signed by the Bidder's authorized personnel as indicated below:

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

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

### PRICING SCHEDULE:

Item	Total	Unit of Measure	Price Per Unit	Price Per Month
Office Space	6350m <sup>2</sup>	Square meter		
Parking	305	Number of parking bays		
• Basement/Under-cover Parking Bay	30			
• Shaded Parking Bay	245			
• Open Parking Bay	24			
• Special Need/Paraplegic Parking Bay	6			

The contract prices will remain fixed for the two year of the contract; thereafter will be subject to review on the anniversary of the contract based of Consumer Price Index (CPI).

Item	Price (Annual)
Total (VAT Incl) (annual - Year 1)	VAT inclusive
Total (VAT Incl) (annual - Year 2)	VAT inclusive
Total (VAT Incl) (annual - Year 3) incl. escalation - %	VAT inclusive



Total (VAT Incl) (annual - Year 4) incl. escalation - %	<b>VAT inclusive</b>
Total (VAT Incl) (annual - Year 5) incl. escalation - %	<b>VAT inclusive</b>
<b>Total(VAT inclusive)(Over 5 years)</b>	<b>VAT inclusive</b>
*	

\* Additional areas, parking, levies, etc. (please specify).

**Are the rates quoted firm for the full period of the contract?**

If not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown. Detail which cost items are subject to escalation specified in the proposed Lease Agreement and which cost items are subject to escalation at other rates.

	<b>Comply</b>	<b>Not comply</b>
<b>Mandatory:</b> If the prices are not firm for the full period, provide details of the basis on which adjustments shall be applied e.g. CPI, and also details of the cost breakdown.		
<b>Substantiate / Comments</b>		

Please indicate your total bid price here: R..... (Compulsory)

(a) Important: It is mandatory to indicate your total bid price as requested above. This price must be the same as the total bid price you submit in your pricing schedule. Should the total bid prices differ, the one indicated above shall be considered the correct price.

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

All additional costs must be clearly specified.	Comply	Not comply
Substantiate / Comments		

**Bidder's Name:** .....

**Signature:** .....

**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

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<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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### **3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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<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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

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

## Where

**Ps** = Points scored for price of bid under consideration

**Pt** = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>



Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT ..... registration  
number:.....

8.3 Company ..... registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium  
One person business/sole propriety  
Close corporation  
Company  
(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer  
Supplier  
Professional service provider  
Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....
	.....
	.....



## **Request for Bids**

**Appointment of a Service Provider to Provide Office  
Building Rental for a Period of Five (5) Years.**

**October 2022**

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## **1. Purpose**

The purpose of this request for proposals is to obtain suitable office accommodation, preferably in the Centurion, Midrand, Woodmead and Pretoria, area, , for RTIA national office in Gauteng. RTIA intends leasing office space and parking facilities for the Road Traffic Infringement Agency, for a period of Five (5) years with an option to renew for an additional three (3) years.

## **2. Background to Road Traffic Infringement Agency**

The Road Traffic Infringement Agency (RTIA) is listed as a schedule 3A Public Entity under the Public Finance Management Act, 1999 (Act No. 1 of 1999). The RTIA, through its founding legislation, the Administrative Adjudication of Road Traffic Offences Act, 1998 (Act No. 46 of 1998), (AARTO Act), was established to facilitate the adjudication processes in relation to the infringements notices dispensed by the various Issuing Authorities to alleged infringers on the South African roads.

The AARTO Act depicts the RTIA as an independent adjudicator designed to balance the rights of the alleged infringer vis-à-vis the application of the road traffic laws by the Issuing Authorities. The impact bestowed upon the RTIA includes community educational and awareness programmes that will translate into a new habit of voluntary compliance amongst the road user community. In this regard, the RTIA is mandated to ensure the implementation of an objective, transparent and fair administrative adjudication process.

## **3. Special Instruction to bidders**

Should a bidder have reasons to believe that the Technical Specification is not open and/or is written for a particular brand or product; the bidder shall notify Supply Chain Management Unit within five (5) days after publication of the bid of such objection.

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## **4. Background of the project**

The Road Traffic Infringement Agency seeks to lease an office building for a period of five (5) years with an option to renew for an additional three (3) years.

The requirement is for a grade P office building of approximately 6362.5m<sup>2</sup> gross lettable areas within Centurion, Midrand, Woodmead and Pretoria, It is preferred that the building is a stand-alone

The reasons for the need to find new office building for the RTIA are:

- a. The current building rental contract by National Treasury is coming to an end shortly it would be in the interest of the Agency to secure a long term lease agreement to accommodate the Agency's growth in line with the National AARTO Rollout.

The office building should be developed to conform to environmental and energy saving.

## **5. Specifications**

### **5.1 Building: General Requirements**

- The Road Traffic Infringement Agency is looking for office space from prospective bidders to offer 6362.5m<sup>2</sup> of gross lettable area. The said accommodation should be a new P grade (green ready or green) office space with 305 secure parking bays of which 80% must be basement or covered parking and 20% open parking bays.
- The proposed office accommodation should preferably be located within Midrand, Centurion, Woodmead and Pretoria. The aforementioned building must be easily accessible and visible from major routes.
- The proposed building should be located in a node with the current or future business development. Proof of future development of surrounding areas should be provided.
- RTIA would like the building to be customised to fit its image and functions.
- The proposed building, whether existing or newly developed, must be ready for occupation by RTIA on the 1<sup>st</sup> April 2023. Therefore, successful bidders must submit

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a building program with key milestones demonstrating how this can be achieved and will adhere within the given timeframe.

- The building must be in a secure environment that promotes the safety of the Road Traffic Infringement Agency employees, stakeholders and visitors and must have provision for access by people with disabilities.

## **6. Turnkey Solution.**

RTIA envisage a turnkey solution proposal and therefore bidders must submit a profile of all the accommodation related services they provide and submit a separate price or rate for such services including space planning but excludes maintenance.

## **7. Scope of work.**

- Provision or accessibility for Telkom fibre optic and microwave network must be available.
- The building should be grade P building and must include fibre and Microwave for all network services.
- The building should be situated in an accessible area where public transport such as taxis, busses and rail transport is available and next to major routes.
- Road Traffic Infringement Agency requires the office premises to be customized to fit the image and suit its functions.
- All building related issues such as Occupational Health Certificates, Electrical Compliance, environmental and other related statutory requirements should be complied with.
- The building should allow for staff to work beyond office hours if required.
- Office building on consecutive floors from ground floor up;
- If a bidder provides separate buildings that in aggregate match the space requirements, the distance between the buildings should not be more than 500 metres;
- The building should have an entrance/exit leading to and from the reception area;
- The building must make provision for installation of access control devices accessible to both employees and suppliers;

- 
- The building should have appropriate access for people with special needs/ disability (e.g. wheel chair ramp and hand rails);
  - The building must be an existing building i.e. built structure;
  - Premium grade office building or can be developed to a grade P; Building must conform to energy saving (including water & plumbing).
  - The offices and corridors must be fitted with carpets.
  - The leased premises shall comply with local council by-laws and the National Building Regulations;
  - Approximately 6362,2m<sup>2</sup> Gross Lettable Area (GLA);
  - Exterior and corporate identity signage and branding must be allowable;
  - The office building to be make provision for space planning;
  - Wheel chair access to the building as well as paraplegic rest rooms;
  - Availability of emergency water and power supply will be an advantage;

### 7.1 Required Grading of the Building

The requirement of the building should be a grade P and should meet the following requirements:

- The building must be new or generally not older than fifteen years or which has had major renovations,
- High quality modern finishes,
- Air conditioning and adequate ventilation (in compliance with Occupational Health Safety regulations),
- Adequate onsite parking,
- A good quality lobby finish,
- Quality access to/from an attractive street environment,
- Adequate safety and security;
- Provide RTIA with new office space for open plan, meeting and boardrooms, pause areas, receptions, technical hubs, storerooms, work space filing, some bulk filing, canteen, kitchen, registry facilities, auditorium, gym, media room, training rooms as per attached annexure or any other accommodation space;



- 
- The service provider shall have the capacity and capability to provide services pertaining to space planning, interior design, architecture services, engineering (mechanical; electrical, fire, acoustics, etc.) services, Facilities Management and Lease contract management;
  - Lease Option and Occupation Date.
  - The building should be completed and ready for occupation by the 1<sup>st</sup> April 2023.

## **7.2 Floor Plans and Photographs of Proposed Building and Parking Facilities**

The bidder must submit floor plans and photographs of proposed building and parking facilities and conduct space planning for the various divisions of the RTIA's staff, to demonstrate that the proposed building can accommodate the staff establishment as indicated in the specifications:

- Copies of all plans as in build
- Irrigation layout plans
- Plans to be made available in PDF, PDF-A, CAD, formats.

## **8. PARKING**

- Parking must be provided within the same building or premises.
- Minimum of 250 secured and covered on-site parking bays (inclusive of 6 paraplegic's bays) will be required.
- Cater for people with disabilities in accordance with municipal by-laws, confirmation of which should be included in the proposal.
- Designated and secure parking is required for staff and additional parking for clients.

RTIA should be given right of first refusal to any additional parking that becomes available to the landlord in the course of lease agreement.

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## **9. SECURITY REQUIREMENTS**

The offer should include the bidder's contribution to the physical security requirements in terms of the Minimum Physical Security Standards;

- Burglar proofing and alarm in good working condition;
- Objects and walk-through scanners;
- Metal detectors;
- Security fencing/ Normal electric Fencing;
- Modern Access Control; and Firearms management area
- Adequate lighting in parking area for official working hours.

## **10. AMENITIES**

The proposed office space should have the following:

- Well-functioning air-conditioning systems in individual offices, meeting rooms and rest rooms, each with air conditioner certificate.
- Air conditioning installation and maintenance is the responsibility of the landlord. A comprehensive list of all items installed, their current condition, maintenance history and assets registers of all air conditioners to be supplied.
- Fitted Kitchens that allows adequate social distance in respect of Occupational Health and Safety regulations.
- A continuous water supply and backup water tanks.

## **11. BUILDING SERVICES**

The building must make provision for goods and passengers lifts in relation to the size of the building if consecutive floor are applicable.

## **12. ABLUTION SERVICES.**

- The bidder shall provide fully functional new or fully refurbished ablution facilities of the ratio 1:10 for ladies and 1:20 for gentlemen.

- 
- Toilet facilities for people with disabilities (clients and employees) must be provided for according to National Building Regulations, SANS 10400. The building must have access to paraplegic toilets, lockable fire-arm drawers, first-aid rooms, employee wellness rooms and security surveillance rooms.

### **13. LIGHTING PROTECTION**

- The building shall have sufficient lightning protection in line with SANS 62305 which must be provided at bidder's costs and proof of compliance must be submitted.

### **14. LIGHTING**

- All interior lighting shall be designed and installed to conform to SABS 10114 – 1: 2005 (edition 3).
- Each functional area and shall have independent control of lighting while emergency lights shall comply with the National Building Regulations. Automated light switching (occupancy sensors) provided as first stage energy saving, standard requirements.

### **15. FIRE PROTECTION**

- Fire control, safety and risks management shall be in full compliance with the National Building Regulations and building standards Act 1997 (Act 103 of 1997, as amended), SANS 10400, as amended. Complete ASIB (Automatic Sprinkler Inspection Bureau) report will be required, along with all other information regarding fire compliance, provision, certificate and continuous maintenance of the installation will be the responsibility of the landlord. The building shall be equipped with evacuation plans and procedures in terms of the following: Compliant to the Occupational Health and Safety Standards and Requirements Act, SANS 10400, (a copy of the Occupational Health and Safety Certificate must be submitted);
- Comply with OHSA, 1993 (Act 85 of 1993 as amended and latest issue of SABS 0142(code of practice for the wiring of premises);

- 
- Code of practice – interior lighting SABS 0114:1996. Part 1 (including the required lumens);
  - Offices Entrance halls and reception area;
  - Offices Conference facilities, general offices, administration and filing: 500 lux;
  - Offices Computer and business machines operation; 630 lux; and
  - Offices drawings.

## **16. IT REQUIREMENTS**

Suitable location for a server room with the following requirements should be provided for by the landlord;

### **17. ICT Connectivity**

- Fibre and Microwave PRI infrastructure must be available (for AARTO Call Centre); and
- Fibre and Microwave infrastructure must be easily accessible (for internet connectivity).

#### **17.1 Computer server room**

The computer server room must meet the following standards:

#### **17.2 General Space Characteristics**

##### **Room specifications**

- Room walls, which must be brick-constructed and plastered on all sides, ceiling, and doors should be sound isolated from other occupied areas.
- Doors should be 1.070m to 1.300 m wide and 2.5m tall;
- Antistatic floor finishing (no wax) is recommended for raised floor tiles or sheet vinyl.
- Room should not have windows (for security, sound, and environmental management reasons); and

- 
- The room size must be at least a minimum of 75m<sup>2</sup>

### 17.3 Equipment

- Maximum electrical density of computing equipment in a server room should not exceed 27.8 watts per square meter.
- Computer racks should have seismic bracing and proper grounding.
- Computer racks should have adequate clearance per manufacturer specifications (but no less than 1.300m front and 0.950m rear clearance); the room itself should have a minimum 2.700m ceiling; and
- The room should have at least one phone.

### 17.4 Fire prevention

- Room should have an adequate fire suppression system (a "pre-action" type system is highly recommended);
- The building must comply within Local Government Municipal systems, 2003;
- The bidder must produce proof of compliance with emergency service by-laws, 2003;
- The bidder must be in possession of an approved internal fire lay-out plan as well as emergency evacuation plan;
- Room should be fire rated if cabling and cooling systems are combined in the same space above the ceiling or below the floor.

### 17.5 Cooling

- An under floor air distribution system is preferred, although ducted systems are acceptable. In either system, racks should be arranged in a hot isle/cold isle configuration. If under floor, minimum height should be 0.600m and the raised floor must be designed to accommodate the weight of fully loaded server racks, as well as any lifting and transportation devices used in the movement of racks, computational equipment, and ancillary support systems.

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## 17.6 Mechanical Systems

### Air conditioning (AC)

- Room cooling and humidity control should be via an independent AC system (i.e., not connected to main building system), with a return air design point temperature and relative humidity of 22°C.
- There should be sufficient clearance (minimum 1.210m) between the A/C unit and computer racks in order to avoid potential damage from water leaks, as well as to allow for maintenance access.

### Future Planning

- Room design should include appropriate planning for the removal of AC unit condensate (either via gravity or pump).
- Sufficient cooling redundancy should be considered and installed if possible.
- Sufficient future expandability and scalability shall be analysed and designed in conjunction with the mechanical and electrical system specifications
- In both the design and operational phases, administrators should calculate the “thermal buffer” of a room as a function of typical heat load and room air volume in order to determine and plan for the time window between a cooling system failure (partial or complete) and the point at which a room temperature limit is reached.
- Administrators may wish to provide the means for automatic software and hardware shutdown of systems based on various environmental conditions in the server room, e.g., temperature, fire alarms, water sensors, etc.

## 17.7 Electrical Systems

### Capacity and quality

- The room should have separate, dedicated power panels for both computer equipment and the A/C system. Mechanical and electrical systems should be designed for long-term, maximum expected room utilization (though not to exceed 27.8 watts per square meter).
- Building power quality considerations should be taken into account to determine the need for isolation transformers, UPS systems, and other power conditioning equipment. To the extent possible, such heat generating support equipment should not be located in the server room.

- 
- A Power Distribution Unit (PDU) layout is preferred, with power monitoring and UPS support provided on a per rack basis.
  - Electrical system should be designed to provide an isolated ground, dedicated neutral, and a grounding grid.

## **17.8 Emergency planning**

- Emergency/backup power should not be tied into the building life safety system. The department must supply and maintain separate backup power (e.g., UPS or generator) if desired.
- Server room electrical distribution system should have easily accessible bypass trip capabilities for emergency shutdown.

## **17.9 Alarms and Security**

### **Alarm systems**

- Critical alarms related to the functioning of the A/C system and physical environment of the room must be mapped into the Landlord's Energy Management System.
- The RTIA will also be responsible to provide monitoring and alarming separate from the Landlord's Management system, in order to be notified of critical environmental events in the server room.
- The room should have water sensor alarms reporting to both the Landlord's Facilities Management and the RTIA.

### **Security**

- All entrances to the room should be properly secured and alarmed where appropriate;
- Walk-through scanner and metal detector.

## **18. RTIA BRAND IMAGE AND SIGNAGE RIGHTS**

- The bidder should allow the RTIA Brand signage to be visible to the public.
- The Signage within the building must be allowed to be both mounted / fitted and or/ movable.
- RTIA will provide the signage and it is the bidders responsibility to mount in an agreed upon location.

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## 19. Ownership of the Building

- The bidder will be expected to provide proof of ownership of the building and proof of grading as per the registered architect tenant Installation Items; and
- The bidder must submit a list of items that will form part of a standard tenant installation that will be covered by the landlord.

## 20. Office Space Schedule

- The office needs for RTIA are specified in Annexure A.

## 21. MAINTENANCE AND RATES

The landlord is responsible for office and building maintenance including but not limited to mechanical, electrical and structural.

- Insurance relating to structure is the responsibility of the landlord.

Full schedule and breakdown of operational cost and charges to be supplied and to keep the building operational and shall be adjusted annually. Additional repairs need to be quoted for on an ad-hoc basis.

**The operational cost shall be proportionally borne by the RTIA with other tenants.**

The successful bidders shall be responsible for the scheduled and corrective maintenance of the building/premises.

This shall include at least but not limited to the following:

- a. Windows
- b. Roofs
- c. HVAC & Fresh air including cleaning the diffusers inside;
- d. Lightning protection; Electrical supply: Up to Distribution board
- e. Fire Protection and Detection;
- f. Plumbing
- g. Common area; Maintaining and up-keep, electrical reticulation;



- 
- h. Grounds and gardens;
  - i. Storm water;
  - j. Parking;
  - k. Washing the external windows & facades; and
  - l. Generator Maintenance (RTIA will be responsible to replenish fuel at own costs)

## **22. RELATIONSHIP MANAGEMENT**

- The bidder should make provision for a designated single point of contact to manage all queries, issues and request that might arise

## **23. GENERAL**

Regular Building and Maintenance Assessments required as follows

- Assessments of the performance of the service provider(s) will be conducted on a regular basis, if there is dissatisfaction with the performance, the lease stipulations will be exercised.
- The Facilities Manager and / or an appointed representative by the RTIA will meet with the landlord to discuss issues of mutual concern, review performance and to discuss any improvements for efficiency and effectiveness for the service rendered

## **24. STAIRS**

All stairs must adhere to the OHS standards:

- Stairs must be carpeted.
- Non slip strips.
- All stairs must include handrails.
- Allows for easy flow of employees and clients

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## 25. LIFTS AND EVACUATION CHAIRS

- a. Taking into account rules SANS 10400 4.44 to 4.47, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the SABS, it is required that the premise offered, if consisting of more than one floor, shall be provided with at least one (1) lift to be utilised as a passenger lift to transport at least (8) persons or goods with a minimum payload of 1,000 kg at any given time.
- b. The minimum clearance entrance to a lift shall be of such dimension that it will be accessible for a wheelchair. If the premise has a basement level, the lift shall also serve that area.
- c. If the building does not allow for lifts **the offer should include the bidder's contribution** to supply emergency evacuation chairs on all upper floors.

## 26. ACOUSTIC NOISE

All outside noises shall be reduced to an agreed acceptable level as per the SANS, OHSA and the Environmental Regulations for Workplace Act.

## 27. Standard Specifications

The office building offered shall comply at a minimum to and with the laws or local authority requirements and specifications:

### A. Occupational Health and Safety Act

- I. The premises / building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, and the latest issue of SANS 10142 "Code of Practice for the Wiring of Premises";
- II. The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1997), as amended (SANS 0040);
- III. The Municipal by-laws and any special requirements of the local supply authority;
- IV. The local fire regulations.

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**B. Certificate of Compliance and Occupancy Certificate**

Should the bid be awarded, related certificates must be provided to RTIA upon completion of the fit-out by the landlord.

- I. The office building must provide lighting as per building regulation,
- II. The office building must be fully air-conditioned and ventilated,
- III. Back-up generator power supply must be available in the event of power failure for the entire building,
- IV. The space(s) on offer must have its own electric distribution board(s),
- V. The office building must have existing fire detection and prevention services or make provision for these.

**C. The lease offered must be for 5 years**

- i. The lease offered must allow for further extension of the lease if required.
- ii. The occupancy date is 01 April 2023.

**D. The lease offered must provide a termination option**

- I. The lease offered must provide the RTIA with right of first refusal,
- II. The lease offered must indicate the tenant installation allowance,
- III. The lease offered must provide an option for building maintenance by the lessor / landlord as part of the lease,
- IV. The lease offered must provide for air-conditioning as part of the lease.

**Note: A signed and endorsed draft lease proposal is to be included for each building submitted for consideration in this bid.**

**28. Space Planning**

The bidder must give an in-depth analysis of how the space should be efficiently utilised. This includes, but not limited to, office layout, use and type of office furniture needed, integration of energy efficiency practices and ease of communication and information flow amongst employees and clients.

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## 29. Evaluation Criteria and Methodology

**The Evaluation Process entails the following phases:**

**Phase 1:** Compliance to the mandatory questioner. Bidders that fail to comply with requirements will be disqualified and will not be considered for the next stage.

**Phase 2:** Evaluation of bid responses as per the evaluation criteria specified in the RFP document, i.e. Functional/Technical requirements. Site visits will be conducted to verify and evaluate the technical requirements. (Bidder/s who scores 70 or more points out of 100 points will be evaluated further on price and preference)

**Phase 3:** Price and B-BBEE evaluation of bid(s) qualified as per preferential point system specified in the RFP document.

## 30. Technical Mandatory and Technical Functional Criteria

### TECHNICAL MANDATORY REQUIREMENTS QUESTIONEER

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

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

Mandatory		Comply	Not Comply
	The bidder must not have less than 5 years' experience in industry and confirms that they have read and understood the terms and conditions set out in the attached Special Conditions of Contract and mandatory clauses to be incorporated into the lease agreement which terms and conditions the bidder accepts, in the event that the RTIA awards the contract to the bidder pursuant to this bid. The bidder must submit with the bid:		

<b>Mandatory</b>		<b>Comply</b>	<b>Not Comply</b>
Where the bidder is an agent or broker, the bidder must confirm that they are registered with the Estate Agencies Affairs Board and are in possession of a valid Fidelity Fund certificate and provide a certified copy of the EAAB registration and a certified copy of the valid Fidelity Fund certificate.			
	<b>Substantiate / Comments</b>		

<b>Mandatory</b>		<b>Comply</b>	<b>Not Comply</b>
The building should have appropriate access for people with special needs/ disability or make provisions for such (e.g. wheel chair ramp).  <b>Clearly stated in the proposal.</b>			
	<b>Substantiate / Comments</b>		

Mandatory		Comply	Not Comply
<p>The bidder confirms that the minimum lettable area offered is approximately 6362.5m<sup>2</sup></p> <p><b>Clearly stated in the proposal.</b></p>			
	Substantiate / Comments		
Mandatory		Comply	Not Comply
<p>The bidder confirms that they are in possession of the following certificate, Certificate of Occupancy of the building concerned, issued by the Municipality.</p> <p>Please attach a certified copy of the Certificate.</p> <p>Bidders not in possession of this certificate must attach proof of application for the certificate.</p> <p>The bidder must be in possession of this certificate prior to the lease agreement being signed.</p>			
	Substantiate / Comments		

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<b>Mandatory</b>	<b>Comply</b>	<b>Not Comply</b>
<p>The bidder confirms that Exterior and Corporate identity, signage and branding will be allowable.</p> <p><b>Clearly stated in the proposal.</b></p>		

	<b>Substantiate / Comments</b>

<b>Mandatory</b>	<b>Comply</b>	<b>Not Comply</b>
<p>The building must comply with Occupational Health and Safety emergency evacuation process.</p> <p>The bidder must provide us with a certified copy of the certificate of compliance.</p>		

	<b>Substantiate / Comments</b>

Mandatory	Comply	Not Comply
<p>Is the bidder required to be registered on the Central Supplier Database? The Road Traffic Infringement Agency shall verify the bidder's tax compliance status through the Central Supplier Database. Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database. It is therefore a condition of this bid that the tax matters of the bidder be in order at any point in time from the closing date of the bid. This bid will only be awarded to a bidder(s) whose tax status on Central Supplier Database is compliant. Compliance should remain valid for the duration of the contract.</p> <p>Attach prove of registration.</p> <p><b>Clearly stated in the proposal.</b></p>		
	Substantiate / Comments	

Mandatory	Comply	Not Comply
<p>Will the proposed building be ready for occupancy by 1 April 2023?</p> <p><b>Clearly stated in the proposal.</b></p>		



	<b>Substantiate / Comments</b>	

**Note:** Failure to comply with all the mandatory requirements shall lead to disqualification.

## TECHNICAL FUNCTIONAL REQUIREMENTS

Only bidders who have complied with mandatory requirements will be evaluated for functionality. Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated hereunder. The Bid Evaluation Committee (BEC) responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.

The value scored for each criterion will be multiplied with the specified weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.

Functionality will be evaluated on the basis of the supporting documentation supplied by the bidders in accordance with the below functionality criteria and values.

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criterion ranges from: **1 being Poor, 2 = Average 3 = Good, 4 = Very Good & 5 = Excellent.**

<b>EVALUATION CRITERIA</b>	<b>GUIDELINES FOR CRITERIA APPLICATION</b>	<b>WEIGHT</b>
<b>Location</b>	<p><b>Is the proposed building within the areas of preference and in line with the building grade required?</b></p> <p>5= Midrand 4= Centurion 3= Woodmead 2= Pretoria 1= Outside proposed areas</p>	30
<b>Accessibility</b>	<p><b>Is the building close to major roads and other amenities? Does it meet entrance and exit requirements?</b></p> <p>5= within 10 km 4= within 15 km 3= within 20 km 2= within 25 km 1= within 30 km and beyond</p>	20
<b>Sustainability</b>	<p><b>Proposed design and layout in line with minimum square meters mentioned in the scope? Does it meet the Building regulations and standards? Will the building cater tenant installation? Will the maintenance be in place for the duration of the contract?</b></p> <p>5= As per requirements 4= Three requirements met 3= two requirement met 2= one Requirement met 1=not meeting all the requirements</p>	30
<b>Space Planning</b>	<p><b>Does the proposal make provision for space planning in line with the required square meters?</b></p> <p>5= 100% partitioning 4= 75% partitioning 3= 50% partitioning 2= 30% or 25% partitioning 1= 15% partitioning</p>	20
<b>TOTAL POINTS ON FUNCTIONALITY MUST ADD TO 100</b>		<b>100</b>

Bidder/s evaluated on the above technical criteria and must score a minimum threshold of **70 out of 100 points** to be considered for site visits to confirm the infrastructure and will be further evaluated for price and B-BBEE.

**Note:** Should the Bid Evaluation Committee discover any misrepresentation from a bidder at any point of the evaluation process, such bidder/s will be disqualified instantly.

### **Third Stage – Evaluation in terms of 90/10 Preference Points System**

Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points system.

#### **Calculating of points for B-BBEE status level of contribution**

Points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

<b><u>B-BBEE Status Level of Contributor</u></b>	<b><u>Number of Points</u></b>
<b>1</b>	<b>10</b>
<b>2</b>	<b>8</b>
<b>3</b>	<b>6</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>Non-compliant contributor</b>	<b>0</b>

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or a sworn affidavit at the closing date and time of the bid in order to claim the B-BBEE status level point. The points scored by a bidder in respect of the level of B-BBEE contribution will be added to the points scored for price.

Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid will be considered for preference points. A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender

Failure on the part of the bidder to comply with the two paragraphs above will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).

The RTIA may, before a bid is adjudicated or at any time, require a bidder to substantiate claims it has made with regard to preference.

The points scored will be rounded off to the nearest 2 decimals.

In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of preference points for B-BBEE.

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However, when functionality is part of the evaluation process and two or more bidders have scored equal points including equal preference points for B-BBEE, the contract will be awarded to the bidder scoring the highest for functionality.

Should two or more bids be equal in all respects; the award shall be decided by the drawing of lots.

A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.

### **INFORMATION SESSION**

A compulsory Briefing sessions will be held at RTIA as detailed in the Advert. The Briefing and Site Inspection session provides bidders with an opportunity to clarify aspects of the process as set out in this document and to address any substantive issues that bidders may wish to raise. Any Briefing Notes which may be issued by the RTIA to the Service Providers should be considered as part of this project.

<b>Information Session: Road Traffic Infringement Agency: Head Office</b>	
<b>Date:</b>	<b>20 October 2022</b>
<b>Time:</b>	<b>11:00am</b>
Road Traffic Infringement Agency, Waterfall Edge B, Howick Close, Waterfall Office Park, Bekker Road, Midrand.	

**Closing date: 04 November 2022**

**Time: 11:00 am**

# Closed Offices

2020/21

REQUIRED SPACE FOR OFFICES				
Salary Level	Number of positions as per new structure**	Job Levels/Classification	Number of Employees	sqm per employee
Level 16	1	Registrar	1	45
Level 15	8	Top Management	10	35
Level 14	14	Senior Management	20	25
Level 12-13	47	Specialist/Managers	55	20
Level 9-11	40	Professional	80	15
Level 6-8	10	Skilled	15	10
Interns		Interns	30	8
Level 4-5	1	Semi Skilled	4	8
Level 3	2	Unskilled	10	8
<b>Total</b>	<b>123</b>	<b>Total</b>	<b>225</b>	<b>3 777</b>

\* we have estimated numbers for jobs that have x on the structure; not based on final JE results but estimates

Assumptions: number of positions added for future growth

	0
	2
	6
	8
	40
	5
	10
	3
	8
	82

SPACE FOR OFFICE FACILITIES			
Item	Square meters		Total
3 big boardrooms @ 83sqm each	83,333	3	250
Executive Boardroom	15	1	70
Chat Rooms for each Division	8	16	128
Fitness Centre	1	140	140
Pause Areas & Kitchen	8	30	240
Canteen (excl outdoor space, incl kitchen)	1	80	80
After-Care Room	1	75	75
Wellness Room	1	20	20
Visitors Centre	1	100	100
Information Centre/Library	1	200	200
Auditorium	1	65	65
Registry and Printing Room	1	50	50
Storerooms	6	110	110
Server Room	2	75	75
Security Control Room	1	20	20
Clock Room	2	20	40
Additional 15% for under quoted space			1 663
<b>TOTAL</b>			<b>5 440</b>

Assumptions

takes all employees when opened up
takes 20 people
4-6 seater rooms
allocated for each division
main purpose to sell food not seating
serves as sick room and for wellness purposes
open plan facility, manned by a maximum of 5 officials at a time
same size as current one
IT and smaller Security server room
to be utilised by General Assistants

## PARKING

Purpose	Number
Visitors	24
Non exec employees	165
Executive + Fleet	30
Parking Bays for PWD*	6

<b>Total Parking Bays</b>	<b>225</b>
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\* People with disabilities

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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
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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 security**

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

**8. Inspections, tests and analyses**

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

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual

- for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- |   |  |
|---|--|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>  |
| <b>17. Prices</b>                               | <p>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.</p>   |
| <b>18. Contract amendments</b>                  | <p>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.</p>  |
| <b>19. Assignment</b>                           | <p>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.</p>  |
| <b>20. Subcontracts</b>                         | <p>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.</p>  |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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



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

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 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)