



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

TENDER NUMBER:

GPM 08 2023/24

TENDER DESCRIPTION:	TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF NINE (9) YEARS.
----------------------------	--

NAME OF BIDDER:

CSD NUMBER:

VENDOR NUMBER (WHERE APPLICABLE)

Prepared by:
City of Tshwane Metropolitan Municipality
Tshwane House
320 Madiba Street
Pretoria CBD
0002
Tel: 012 358 9999

BID CLOSING DATE
2023

04 December 2023

Only bidders registered on the central supplier database (CSD) and with a CSD number will be considered for this tender, as this is a requirement from the National Treasury.

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”



CITY OF TSHWANE METROPOLITAN MUNICIPALITY

DEPARTMENT: GROUP PROPERTY MANAGEMENT

Bids are hereby invited from suppliers for the following bid:

Bid number	Description	Department	Contact person	Compulsory briefing session	Closing date
GPM 08 2023/24	TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF NINE (9) YEARS.	GROUP PROPERTY MANAGEMENT	Technical enquiries: Koleka Nolutshungu (kolekan@tshwane.gov.za) or 012 358 3580)	N/A	04 December 2023 at 10:00

THE DOCUMENT IS DOWNLOADABLE ON THE TSHWANE WEBSITE (www.tshwane.gov.za) and on the E-tender portal (www.etenders.gov.za).

Each tender shall be enclosed in a sealed envelope that bears the correct identification details and shall be placed in the tender box located at:

“Note: Bidders are required to submit electronic copies of the bid either by memory stick/USB flash drive/CD/DVD together with the hard copy of the Bid/Proposals”

**Tshwane House
320 Madiba Street
Pretoria CBD
0002**

Documents must be deposited in the bid box not later than 10:00 on 04 December 2023

Bidders must contact the following officials for any enquiries:

- Technical enquiries: Koleka Nolutshungu (kolekan@tshwane.gov.za or 012 358 3580)
- Supply chain enquiries: Relebogile Malatswane (012 358 2735 or RelebogileM@tshwane.gov.za)

Bids will remain valid for a period of 90 days after the closing date.

Bids received after the closing date and time will not be considered. The City of Tshwane does not bind itself to accept the lowest or any other bid in whole or in part.

INDEX

Number	Details	Document	Page
1.	Very important notice on disqualifications		
2.	Certificate of authority for signatory		
3.	Scope of work		
4.	Pricing schedule		
5.	Invitation to bid	MBD 1	
6.	Pricing schedule: Firm prices (purchases)	MBD 3.1	
7.	Pricing schedule: Non-firm prices (purchases)	MBD 3.2	
8.	Declaration of interest	MBD 4	
9.	Preference points claim form in terms of the preferential procurement regulations 2022	MBD 6.1	
10.	Contract form: Rendering of services	MBD 7.2	
11.	Declaration of past supply chain management practice	MBD 8	
12.	Certificate of independent bid determination	MBD 9	
13.	General conditions of contract		
14.	Service-level agreement		
LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT			
15.	Company registration certificate		
16.	Rates and taxes or lease agreement		
17.	Unique PIN		
18.	CSD summary report		

VERY IMPORTANT NOTICE ON DISQUALIFICATIONS

A bid that does not comply with the peremptory requirements stated hereunder will be regarded as not being an “acceptable bid”, and such a bid will be rejected. An “acceptable bid” means any bid which, in all respects, complies with the conditions of the bid and the specifications as set out in the bid documents, including the conditions as specified in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and related legislation as published in *Government Gazette* 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document and have therefore not been submitted or if a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil or Tippex corrections were made, or any other colour ink. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who, during the last five years, has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that, irrespective of the procurement process followed, no award may be given to a person –
 - (a) who is in the service of the state;
 - i. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - ii. who is an advisor or consultant contracted to the municipality in respect of a contract that would cause a conflict of interest.
7. Bid offers will be rejected if the bidder or any of his/her directors are listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004) as a person prohibited from doing business with the public sector.
8. Bid offers will be rejected if the bidder has abused the City of Tshwane supply chain management system.
9. Failure to complete and sign the certificate of independent determination or disclosure of wrong information.
10. Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorised to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document.
11. All MBD documents fully completed (i.e. no blank spaces) and fully signed? By the authorized personnel.
12. False or incorrect declarations on any of the MBD documents will result in the rejection of the bidder.

- 13 It is the responsibility of the bidder to disclose in MBD4 any interest in any other related companies or business whether they are bidding for this contract. Failure to disclose this interest will result in the rejection of the bid.
- 14 Joint Ventures (JV) – (Only applicable when the bidder tender as a joint venture)
- i. Where the bidder bid as a Joint Ventures (JV), the required or relevant documents under administrative requirements must be provided/submitted for all JV parties. (These include MBD4, MBD5, MBD8, MBD 9, CSD and/ or SARS pin, Confirmation that the bidder's municipal rates and taxes are up to date.)
 - ii. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties.
 - iii. It is a condition of this bid that the successful bidder will continue with same Joint Venture (JV) for the duration of the contract, unless prior approval is obtained from City of Johannesburg.
 - iv. JV agreement must be complete, relevant and signed by all parties.

Failure to comply with the above will lead to immediate disqualification.

Bidder

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable):

COMPANY/PARTNERSHIP/ONE-PERSON BUSINESS/CLOSE CORPORATION/JOINT VENTURE

A. COMPANY

If the bidder is a company, a certified copy of the resolution of the board of directors that is personally signed by the chairperson of the board, authorising the person who signs this bid to do so and to sign any contract resulting from this bid, and any other documents and correspondence in connection with this bid or contract on behalf of the company, must be submitted with this bid.

An example is shown below:

By resolution of the board of directors on 20.....,
Mr/Ms has been duly
authorised to sign all documents in connection with
Bid Number

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

2.

B. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....		
.....		
.....		

We, the undersigned partners in the business trading as, hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid or contract on our behalf.

.....		
Signature	Signature	Signature

.....		
Date	Date	Date

C. ONE-PERSON BUSINESS

I, the undersigned,, hereby confirm that I am the sole owner of the business trading as

.....	
Signature	Date

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the founding statement of such corporation shall be included with the bid with a resolution by its members, authorising a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company.

An example is shown below:

By resolution of the members at the meeting on 20..... at
....., Mr/Ms, whose
signature appears below, has been duly authorised to sign all documents in
connection with Bid Number

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.

 2.

E. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorise Mr/Ms , authorised signatory of the company..... , acting in the capacity of the lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:
		Signature: Name: Designation:

SPECIFICATION OR TERMS OF REFERENCE

GROUP PROPERTY

TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF NINE (9) YEARS.

BID NUMBER: GPM 08 2023/24

1. INTRODUCTION AND PURPOSE

Bidders are invited to submit bids for approximately 1 000 m² of office space in one or various buildings that satisfies the requirements for office accommodation in Region 5. The turnkey office accommodation includes offices and amenities; tenant installation and furniture; parking; maintenance, cleaning and security services.

The proposals must be submitted per building with parking facilities on offer, including all requirements listed in this document.

2. BACKGROUND

The City of Tshwane as an employer, has an obligation to provide office space for employees, which is OHS compliant and allows for effective synergy and productivity within departments and CoT stakeholders.

The bid is focused on seeking the relevant office space which meets these requirements. As such, building, service and compliance requirements must form the basis of this bid.

3. SPECIFICATION

Interpretation

1. **“Furniture”** means desk with lockable drawer for open plan offices and cubicles including counter tops and kitchen cupboards.
2. **“Approximately”** means close to a particular time, measurement, or number. The permissible variance is 5%.

3. **“3D design office layout”** means the simplest form of 3D floor plan images.

3.1. BUILDING SUMMARY

- The building offered must be located within Cullinan, Rayton and Sable Hills suburbs suburb in Region 5, Pretoria.
- The property offered should be able to provide a total lettable area of approximately 1000 m² of office space for lease purposes.
- The building will accommodate the following departments:
 - Energy and Electricity
 - Water and Sanitation
 - Building Control
- The property/building must be providing an efficient space in order to accommodate a total of at least 60 CoT employees.
- Parking requirements are as follows:
 - 40 parking bays for staff members – The threshold is 50% within the proposed building. The remainder of the parking can be sought in adjacent buildings.
 - 10 public/visitors - The parking can be sought in adjacent buildings.

3.2. BUILDING LOCATION

- The building offered should be accessible to with public transport.

3.3. GENERAL BUILDING REQUIREMENTS

- The building must be an existing building (complete built structure).
- The office accommodation should not be below “C grade”, as set out by SAPOA (South African Property Owners Association).
- The proposed office space must be measured according to the latest South African Property Owners Association’s (SAPOA) method for measuring floor areas in commercial buildings.
- Indicate the gross lettable area excluding parking
- A building with a green rating as per GBCSA existing office accommodation certification based on the eligibility criteria and conditional requirements as laid out in the technical manual of GBCSA would be advantageous
- The building must preferably be on the ground floor or make provision for passenger’s lifts.

- Ablution facilities for staff members and those for visitors, including facilities for the physically disabled must be available in the offices to be rented as per SANS 10400-S:2011 Part S: Facilities for persons with disabilities, Clause 4.12.
- The building must provide lighting as per SANS 10400-T:2011 Part T: Lighting and Ventilation.
- The building must be fully air-conditioned and ventilated as per SANS 10400-T:2011 Part T: Lighting and Ventilation.
- The building must be OHS compliant as listed in Occupational Health and Safety Act No. 85 of 2014 and must have existing fire detection and prevention services and an emergency evacuation process must be in place by occupation date
- Uninterrupted power supply (UPS) must be provided for lighting and computer equipment, generator power supply must be provided in the event of power failure for the entire building.
- The space(s) on offer must have its/their own electric distribution board(s)
- Building insurance must be the responsibility of the landlord.
- Electrical, Fire, Lifts, Occupancy and all other statutory required certificates of compliance must be in place by occupation date.

3.4. ACCESSIBILITY REQUIREMENTS

- The building should allow for entrance / exit to and from the building by staff, clients and service providers as per SANS 10400-S: 2011 Part S.
- The building must offer compatibility with the security measures as envisaged by the Metro Police and the ICT departments as per Annexure D
- The building should be able and compatible with the installation of items such as CCTV cameras, access control at all entrances, electronic doors, security scanners and branding.
- The building should have access for people with special needs/ disability as per SANS 10400-S:2011 Part S: Facilities for persons with disabilities.
- Exterior and shop fronts signage and branding must be allowable

3.5. PARKING REQUIREMENTS

- Minimum secure on-site parking which will cater for physically disabled people, must be available in accordance with SANS 10400-S:2011 Part S: Facilities for persons with disabilities and municipal by-laws. Confirmation of which should be included in the proposal.
- Parking is provided in basement, shaded and open areas and is charged at a rate per bay per month, escalating in line with rentals. Different rates will be applicable for covered, open, shaded or basement parking bays.
- Parking space offered for employees and/or council vehicles must be demarcated and clearly marked and should preferably be within the facility.
- Parking for visitors must be made available at their own cost and can be sought in adjacent buildings

- CoT should be given right of first refusal to any additional parking that becomes available to the landlord during the course of occupation.

3.6. SERVICES REQUIREMENTS

- The bidder shall provide hard and soft maintenance services including;
 - Internal and external building maintenance by the landlord including all mechanical, electrical, sanitary and fire equipment as per SLS in Annexure D; and Occupational, Health and Safety Control as per annexure C (Referred to in this document as “maintenance”)
 - Security and Access point management (Referred in this document as “security”)
 - Security guards must be provided in entrance area, parking area and outside perimeter of the building, as a minimum standard.
 - Cleaning, Fumigation and Pest Control (Referred in this document as “cleaning”)
- The landlord shall maintain all the current building and any future tenant installations in the building.
- The standards for service requirements are listed in Annexure D. The bidder should sign the documents and submit together with this document.
- A Help Desk Service must be provided for tenant queries and performance tracking of service providers as per SLS in Annexure D.

3.7. TENANT INSTALLATION ALLOWANCE

- The building shall allow for any future installations as required by the tenant in line with the acceptable standards and permission of the building.
- The tenant installation will be managed by the landlord using contractors and/or consultants and/or sub-contractors, approved to carry out the specific work.
- The table below indicates the special requirements:

	Item Description
1	Open plan offices and closed offices
2	Meeting Rooms
3	Storage and Archiving Space
4	Workshop Space
5	Sufficient Kitchen space (minimum as prescribed by regulation)
6	Sufficient male, female and disabled persons ablutions (minimum as prescribed by regulation)
7	Foyer, reception and waiting areas
8	Paintwork (as per City of Tshwane branding requirements)
9	Mechanical Work including Air conditioning
10	Secured windows with blinds
11	Bathroom Fittings and wall tiling
12	Plumbing and drainage installations and alterations
13	Electrical Installations including Lighting, Electrical plugs and backup power

14	Partitioning and doors
15	Secured glass main entrance door
16	Flooring
17	Ceilings
18	Preliminary Costs
19	Professional fees
20	Parking signage
21	Building signage
22	Standard Security Features

- The building should make allowance for ICT related installations, including plug points.
- All items shall be off standard quality to avoid unnecessary regular repair and maintenance; and OHS non-compliance.
- Additions and alterations as a result of fittings, will form part of the tenant installation allowance.
- The potential landlord shall provide a fixed reasonable rent-free period for tenant installation, rental shall be payable by the City from date of occupation.
- It is the responsibility of both parties to sign off tenant installations and keep records.
- The landlord/bidder shall use its own agent/s and/or contractor/s to conduct the tenant installation, according to the tenant's reasonable specifications, at the landlord's own cost.
- Layout plans will be done by the landlord's architect/space planner and must be submitted as part of the bid.
- Space planning should be guided by the Department of Public Works space planning norms and standards for office accommodation used by organs of state (Gazette notice 1665 of 2005)
- The tenant installation shall be certified by the landlord's Quantity Surveyor.
- The landlord will be fully responsible for tenant installation costs.

FIT OUT BREAKDOWN – SPECIAL REQUIREMENTS

The breakdown listed in the table below is provided to assist the potential landlord and professional/s to understand the tenant special requirements for design and costing purposes.

FIT OUT ITEM	AREA (M²)
Open Plan Offices	38 x (10 m ²) 5 x (8 m ²)
Closed Offices	17 x (16 m ²) 1 x (20 m ²)

Storage/	50 m ²
Meeting rooms	1 x 35 m ²
Reception Area	1 x (20 m ²)
Customer Service Center	30 m ²

3.8. PROJECT PLAN

A project plan indicating date of award until date of occupation which is guided by the information below, must be submitted as part of the bid.

Milestones

The project should include, but are not limited to the following milestones

1. Award (Appointment letter from the CoT)
2. Signed Lease Agreement
3. Fit Out/Construction
4. Statutory Certificates
5. Date of occupation

Project Timeline

The bidder is required to complete the above milestones based on the GLA and timeline illustrated in the table below:

GLA	Project Timeline
100m ² - 500 m ²	3 months
501 m ² - 2500 m ²	4 months
2501 m ² - 5000 m ²	5 months
5001 m ² - 10 000 m ²	6 months
Over 10 000 m ²	7 months

- The landlord/bidder shall attain a valid occupancy certificate before the building can be occupied by the City.

3.9. LEASE REQUIREMENTS

- The lease offered must be for 9 years.
- All standards mentioned in this document will form part of the lease agreement.

- The lease offered must provide the CoT with right of first refusal of additional space / lease renewal.
- The lease to buy options will be considered and must be made explicit in the submission.
- The lease offered must provide a termination option.

4. DELIVERABLES

The successful bidder must submit a proposal including all the above requirements.

Annexures forming part of this request for proposal document. These annexures must form part of the submission. The annexures must be clearly referenced with fully completed.

- | | |
|---------------------------------------|--------------|
| 1) Information Sheet | - Annexure A |
| 2) Pricing Schedule | - Annexure B |
| 3) Minimum OHS Requirements | - Annexure C |
| 4) Service Level Specification | - Annexure D |
| 5) Site Visit Checklist | - Annexure E |

The appointment would be for a period of not exceeding 9 years.

5. STAGES OF EVALUATION

The following tender will be evaluated under (5) stages

Stage 1: Administrative compliance

Stage 2: Mandatory Requirements

Stage 3: Functionality Criteria

Stage 4: Site Inspection

Stage 5: Preferential Point System

5.1. STAGE 1: ADMINISTRATIVE COMPLIANCE

All the bids will be evaluated against the administrative responsiveness requirements as set out in the table below.

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
a) To enable The City to verify the bidder's tax compliance status, the bidder must provide; • A copy of their Tax Clearance Certificate (TCS); or • Indicate their tax compliance status PIN.		TCS must be in the same business name as the bidding company. TCS must be valid. Tax status must be compliant before the award.
b) A copy of their Central Supplier Database (CSD) registration; or indicate their Master Registration Number / CSD Number;		CSD must be valid. Tax status must be compliant before the award.
c) Confirmation that the bidding company's rates and taxes are up to date: Original or copy of Municipal Account Statement of the Bidder (bidding company) not older than 3 months and account must not be in arrears for more than ninety (90) days; or ,signed lease agreement or In case of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are operating in that area		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?
d) In addition to the above, confirmation that all the bidding company's owners / members / directors / major shareholders rates and taxes are up to date: • Original or copy of Municipal Account Statement of all the South African based owners / members / directors / major shareholders not older than 3 months and the account/s may not be in arrears for more than ninety (90) days; or a signed lease agreement of owners / members / directors / major shareholders or In case		Was a Municipal Account Statement or landlord letter provided for the bidding company? The name and / or addresses of the bidder's statement correspond with CIPC document, Address on CSD or Company profile? Are all payment(s) up to date (i.e. not in arrears for more than 90 days?

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
of bidders located in informal settlement, rural areas or areas where they are not required to pay Rates and Taxes a letter from the local councillor confirming they are residing in that area		
e) Duly Signed and completed MBD forms (MBD 1, 4, 5, 8 and 9) The person signing the bid documentation must be authorized to sign on behalf of the bidder. Where the signatory is not a Director / Member / Owner / Shareholder of the company, an official letter of authorization or delegation of authority should be submitted with the bid document. NB: Bidders must ensure that the directors, trustees, managers, principal shareholders, or stakeholders of this company, declare any interest in any other related companies or business, whether or not they are bidding for this contract. <u>See Question 3.14 of MBD 4. Failure to declare interest will result in a disqualification</u>		All documents fully completed (i.e. no blank spaces)? All documents fully signed? Signature authorized (any director / member / trustee as indicated on the CIPC document, alternatively a delegation of authority would be required? Documents completed in black ink (i.e. no "Tippex" corrections, no pencil, no other color ink, or non-submission of the above, will be considered)?
f) Financial Statements for the most recent three (3) years or financial statements from date of existence for companies less than three years old. NB: The bidder must submit signed audited annual financial statements for the most recent three years, or if established for a shorter period, submit audited annual financial statements from date of establishment.		Applicable for tenders above R10m in conjunction with MBD 5) Are Audited financial statements provided (Audited financials must be signed by auditor)? Or proof that the bidder is not required by law to prepare

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
If the bidder is not required by law to prepare signed annual financial statements for auditing purposes, then the bidder must submit proof that the bidder is not required by law to prepare audited financial statements.		audited financial statements.
g) Joint Ventures (JV) – (Only applicable when the bidder tenders as a joint venture) Where the bidder bids as a joint venture (JV), the required or relevant documents as per (a) to (f) above must be provided for all JV parties. In addition to the above the bidder must submit a Joint Venture (JV) agreement signed by the relevant parties. NB: It is a condition of this bid that the successful bidder will continue with the same Joint Venture (JV) for the duration of the contract unless prior approval is obtained from the City.		If applicable. JV agreement provided? JV agreement complete and relevant? Agreement signed by all parties? All required documents as per (i.e. a to f) must be provided for all partners of the JV.
h) Bidder attended a compulsory briefing session where applicable		A compulsory briefing register must be signed by the bidder. Bidders will be disqualified should they fail to attend compulsory briefing session
i) Pricing schedule (All items must be quoted for in pricing schedule and if not, all items are quoted the bidder will be disqualified). Unless the tender is awarded per item or per section where the bidder only quoted the items or sections, they are interested in.		Incomplete pricing schedule results in totals being incomparable. Bidder must be disqualified. Bidder will be disqualified should they make corrections on the price schedule without

Compulsory Returnable Documentation (Submission of these are compulsory)	Submitted (YES or NO)	Checklist (Guide for Bidder and the Bid Evaluation Committee)
		attaching a signature thereto. Bidder will be disqualified should they use tippex/ correction ink, on the price schedule.

5.2. STAGE 2: MANDATORY REQUIREMENTS

The following mandatory requirements will apply to this bid:

- Confirmation of ownership in the form of a title deed or windeed report.
 - Where the owner of the property is represented by a property agent, the confirmation of ownership must be accompanied by a letter permitting the agent to act as the landlord on behalf of the owner.
- Geographic Information System (GIS) Location Map indicating the building location with Erf and physical address tags.
 - Refer to point 3.1 of the document and the points below
 - The erf description on the location map should be the same as on the title deed or windeed report.
- Certificate confirming the building GLA and parking available. The available GLA (office space excluding parking), should be as follows:
 - GLA excluding parking: $\pm 1000\text{m}^2$
 - The certificate must be signed by a registered architect/engineer.

*Refer to 3.1 of this document

failure to comply with the above mandatory requirements will result in a disqualification.

5.3. STAGE 3: FUNCTIONALITY CRITERIA

The following functionality criteria will apply to this bid:

Only bidders who score a minimum score of 70 points in respect of the following functionality criteria will be recommended for shortlisting. A total of 100 points are allocated for functionality.

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Proposed 3D design office layout with and bill of quantities indicating the tenant installation allowance. - The layout must be certified by architect - The bill of quantities must be certified by quantity surveyor The CoT reserves the right to change the layout within the given allowance	Two certified documents (office layout and bill of quantities) which are in line with CoT specification and tenant installation allowance	5	6	30
	One certified document (office layout or bill of quantities) which are in line with CoT specification and tenant installation allowance	3		
	Uncertified document/s which are in line with CoT specification and tenant installation allowance	2		
	Documents not in line with CoT specification	0		

CRITERIA	SUB-CRITERIA	SCALE	WEIGHT	HIGHEST POSSIBLE SCORE
Energy efficiency and Water conservation Commitment to implementation of creative design strategies to reduce utility costs These strategies should be indicated as a layer or item (equipment) in the office design and be effected by date of occupation.	Number of energy efficiency and water conservation strategies: 4 and above 3 2 1	4 3 2 1	5	20
Capability and experience required to provide turnkey office accommodation services Your response must demonstrate experience in providing a full turnkey office accommodation solution including cleaning and maintenance services. Proof in a form of a reference letter/s from previous clients confirming the services offered by the service provider appointed by the client(s). This should be clearly stated in the information sheet.	Four letters or more Three Letters Two Letters One Letter	4 3 2 1	5	20
Total				100

5.4. STAGE 4: SITE INSPECTION

A site visit to the building will be conducted before the award.

All inspections will be carried out as per Annexure E attached to this specification.

Site inspections of all facilities will be executed during the technical evaluation phase during which the requirements must be provided by the successful tenderer as outlined in Annexure E. Failure to comply with the requirements will result in the disqualification of the bid.

5.5. STAGE 5: PREFERENTIAL POINT SYSTEM

The preferential points to be used will be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2022.

The system comprises of the following elements:

- 80 points for price
- 20 points for Specific goals

SPECIFIC GOALS

- 1) Bidders are required to submit supporting documents for their bids to claim the specific goal points.
- 2) Non-compliance with specific goals will not lead to disqualification but bidders will not be allocated specific goal points. Bidders will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for specific goals.
- 3) Cot shall act against any bidder or person when it detects that the specific goals were claimed or obtained on a fraudulent basis.

The specific goal for this bid is outlined below.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
BB-BEE score of companies • Level 1 • Level 2 • Level 3 • Level 4 • Level 5 • Level 6 • Level 7 • Level 8	• 8 Points • 7 Points • 6 Points • 5 Points • 4 Points • 3 Points • 2 Points • 1 Point	Valid Certified copy of BBBEE certificate. Sworn Affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate.

Specific goals	80/20 preference point system	Proof of specific goals to be submitted
Non-compliant	0 Points	
EME and/ or QSE	2 Points	Valid Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises or CIPC BBBEE certificate
At least 51% of Women-owned companies	2 Points	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by People with disability	2 Points	Medical Certificate with doctor's details (Practice Number, Physical Address, and contact numbers) and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
At least 51% owned companies by Youth	2 Point	Certified copy of Identity Document/s and proof of ownership (Sworn affidavit for B-BBEE qualifying small enterprise or Exempt Micro Enterprises, CIPC registration or any other proof of ownership)
Local Economic Participation - City of Tshwane - Gauteng - National	4 Points 2 Points 1 Point	Municipal Account statement/Lease agreement.

For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

6. TYPE OF AGREEMENT REQUIRED

The successful bidder will be required to sign a lease agreement prior to execution of work and the leasing of the building.

7. VALIDITY PERIOD

The validity period for the tender after closure is 90 days. City of Tshwane shall have right and power to extent any tender validity period beyond any initial validity period set and subsequent extensions. SCM shall ensure that an extension of validity is requested in writing from all bidders before the validity expiry date. Extension of validity shall be finalized while the quotations/bids are still valid.

8. MATERIAL NUMBER

Not applicable

9. PRICING SCHEDULE

See Annexure B below.

10. MARKET ANALYSIS

The city of Tshwane reserves the right to conduct market analysis. Should the city exercise this option, Where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price, if a tenderer confirm that they cannot, The tenderer will be disqualified on the basis of being non-responsive. If they confirm that they can deliver, a tight contract to mitigate the risk of non-performance will be entered into with the service provider. Further action on failures by the supplier to deliver will be handled in terms of the contract including performance warnings and listing on the database of restricted suppliers.

The city further reserves the right to negotiate a market related price with a tenderer scoring the highest points. If the tenderer does not agree to a market-related price, the city reserves the right to negotiate a market-related price with the tenderer scoring the second highest points, if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points. If a market-related price is not agreed, the city reserves the right to cancel the tender

ANNEXURE A

INFORMATION SHEET

(For information purposes only)

Item	Description <i>(To be completed by Bidder)</i>
The Name of the Building	
Building Erf Description/s	
Building Physical Address	
Grading of the Building as per SAPOA grading (Attach proof of grading from SAPOA)	
Building Description (I.e. single/multistory, number of floors)	
For Multistory Buildings: Availability of lifts (Yes/No)	
The Size of the building with Gross Lettable Area and parking (confirmation letter signed by a registered architect/engineer is required)	
Number of Parking bays offered: • Staff parking Bays • Visitors Parking Bays	
Indicate the total Tenant Installation Allowance	
GIS Location of the building (Attach Map)	

Attach Project Plan	
Attach pictures of the building as part of this document	

*Annexures must be completed in full

*All pages and annexures A to D of the bid document must be completed and signed.

ANNEXURE B: PRICING SCHEDULE

PRICE SCHEDULE: Turnkey Lease/Rental Costs

*To be completed by bidder

Evaluation of the above schedule will be done according to the rate per m²

Description	Area/Item (GLA/m ² /No. of bays)	Rand rate per m ²	Price – per month
1. OFFICE SPACE RENTAL			
1.1 Basic Rental			
b. Amortised fit out rental portion (If not applicable, complete with R0)			
2. WORKSHOP/STORAGE/WAREHOUSING SPACE RENTAL			
3. TOTAL OPERATING COSTS			
3.1. Maintenance			
3.2. Security (24 hours every day, including weekends and public holidays)			
3.3. Cleaning			
3.4. Rates & Taxes			
4. PARKING RENTAL PER MONTH			
TOTAL COST EXCL. VAT			

VAT			
TOTAL COST INCL. VAT			

The annual rental escalation shall be determined by the CoT in accordance with the CPI during the time of notification. The landlord will be notified at least 30 calendar days before anniversary date of year 2 and of year 3 of the lease agreement period.

ANNEXURE C

MINIMUM OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

*To be completed by bidder

I in my capacity as
representing..... (landlord)
hereby agree in terms of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993) that I am an employer in own right and hereby take upon myself the duty to ensure that myself and my employees will adhere to the requirements as set out below and all other requirements as set out in the Occupational Health and Safety Act 1993 and its regulations.

1. INTRODUCTION

- 1.1. The Municipality requires a high standard of safe work performance from all employees and expects that the standard be maintained by the contractor within the Municipality's jurisdictional area or on its premises.
- 1.2. Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the contractor in rendering services or indemnify the contractor from any legal responsibility to ensure healthy and safe work circumstances.
- 1.3. The Municipality shall assist the contractor in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules

2. LOCK OUT PROCEDURE

- 2.1. When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the "off" or "closed" position and locked.
- 2.2. Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

3. CRANES, VEHICLES AND HOISTING

- 3.1. For each crane or hoisting equipment used, the contractor must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the Municipality.
- 3.2. Only trained personnel with written permission and where determined by Law, with a valid driver's license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane

or vehicle. No employee of the contractor may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

An agreement was concluded with the Municipality.

Approval has been obtained from the Municipality to perform the work.

All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation

4. MACHINE VALANCES, PROTECTION AND FENCING

- 4.1. No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of Municipality if applicable exemption procedures were not appropriated.

5. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

- 5.1. No equipment or appliance belonging to Municipality may be used without written permission from the Municipality.
- 5.2. Unless prior arranged, contractors must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the contractor with respect to loss, damage and theft.

6. EXCAVATIONS

- 6.1. Before any excavations commence, the contractor must obtain information with regard to all existing services. The Municipality does not guarantee the accurateness of the information supplied.
- 6.2. All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- 6.3. The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily
- 6.4. If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and Municipality for approval.
- 6.5. Written permission must be obtained from Municipality to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present
- 6.6. That all excavations be done in accordance with the stipulations of the Occupational Health and Safety Act
7. FIRST AID
 - 7.1. The contractor must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations
 - SA Red Cross Association
 - St John's Ambulance
 - SA First Aid League; or
 - A person or organization approved by the Chief inspector for this purpose
 - 7.2. A visible evacuation plan notice must be put up on any work premises with the name of the person responsible for first aid and important contact details of all emergency numbers.

8. FLAMMABLE LIQUIDS

- 8.1. The contractor shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The contractor's employees must be informed of Municipality's fire prevention measures and evacuation procedures.

9. INCIDENT REPORTING

- 9.1. All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the contractor, to the Department of Labour, as well as to the Municipality and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to Capital Park Power Management at tel no. 012-324 3495 or 012-339 9027 and Piet Delport Centre at 012-427 7111. The Municipality shall further be provided with a written report relating to any incident.
- 9.2. The Municipality will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the contractor and/or his employees and/or his subcontractors.
- 9.3. The contractor undertakes to report to the Municipality anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.
- 9.4. The contractor undertakes to immediately report all injuries on duty sustained by the employees of the contractor to the Municipal Contract manager.

10. LIAISON AND SUPERVISION

- 10.1. The contractor hereby undertakes to report on a regular basis, not exceeding a period of one (1) week in the instances of long term contracts, to the Municipal

Contract Manager regarding any hazards or incidents that may be identified or encountered during the performance of the principal contract.

11. SERVICE INTERRUPTION

- 11.1. Should any work done by the contractor cause a possible interruption, written permission must be obtained from the Municipality, before such work commences. The contractor may not switch on or off any service without written permission from the Municipality.

12. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

- 12.1. The contractor shall ensure that he and his employees comply with the official policy of the Municipality at all times.

13. GENERAL CONDITION

- 13.1. Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the Contractor shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with

14. CONTRACTOR IDENTIFICATION BOARD

- 14.1. The contractor shall provide on any work premises a temporary identification board at all worksites containing the following information
- Company name
 - On behalf of which division/department the work is being done
 - The contact number and name of the person representing the contractor
 - The contact number and name of the person representing Municipality

14.2. The specifications of the identification board shall be as follows:

- Size: 900mm x 900mm
- Material: The board must be constructed of aluminium or similar strength material.
- Letter size: Letters must be at least 70mm in height.
- The identification board must be displayed in a conspicuous manner at the worksite of the contractor for the duration of the work performed

ANNEXURE D

SERVICES LEVEL SPECIFICATION

Statement of Service Objective:

To provide accommodation in accordance with the minimum requirements of the Law and good industry practice.

Background information:

Failure to ensure compliance with the Law will lead to an Availability Event.

Requests to be logged via the Service Desk.

Definitions and Abbreviations:

Asset Replacement	The replacement of any Assets.
Asset Survey	Any survey requested by CoT in respect of any aspect of the Assets.
Assets	The Building Fabric, Building Finishes, FF&E in respect of which the Landlord shall provide the Maintenance Services.
Building Finishes	The internal wall and floor coverings, aspects of the internal finishes or fair finished elements (e.g. ceiling tiles) and external wall coverings constructed or applied by the Landlord.
Core Hours	Core Hours are from 08h00 to 17h00, Mondays to Fridays.
CoT	City of Tshwane – the occupant / user of the facility.
Critical Systems	Emergency lighting, telephone, radio communication, ICT, access control security and CCTV systems.
Emergency Call Event	Means an event that could affect the safety of people at CoT or the integrity of the Facilities or its current or future functionality.
Facilities	Encompasses the entire building area, external grounds and perimeter walling/fencing of the CoT facility.
Failure	Any event not rectified within the applicable notification period.

Good Industry Practice	Applying, in relation to the manner in which the services are rendered, the standards practices, methods and procedures conforming to applicable Law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances, irrespective of whether or not it is conducted.
MSDS	Material Safety Data Sheets.
Non-Core Hours	17h00 - 08h00 weekdays Mondays to Fridays, weekends and Public Holidays.
OEM	Original Equipment Manufacturer.
OHS Act	Occupational Health and Safety Act No. 85 of 1993.
Permit to work	Means a formal written statement of work to be done, safety precautions to be taken, and confirmation that associated risks and hazards have been identified.
PPE	Personal Protective Equipment.
PPM	Planned Preventative Maintenance.
RCD	Rental Commencement Date.
SP	Service Provider.
SP Staff	Staff or sub-contractors provided by the Landlord.
Weeks	Include weekends and public holidays.

Term	Abbreviation	Explanation
Temporary Rectification Period	Temp	Temporary Rectification can have 3 solutions: Action taken, and problem resolved – Job Card closed. Situation made safe – move on to Permanent Rectification Situation made safe – work around solution implemented and move on to Permanent solution
Permanent Rectification Period	Perm	
Mutually Agree Date	MAD	

Priority Level	Temp Repair	Priority Level	Perm Repair
Emergency (TE)	30 mins	Emergency (E)	2 hrs
Critical (TC)	1 hr	Critical (C)	4 hrs

High (TH)	8 hrs	High (H)	2 days
Medium (TM)	12 hrs	Medium (M)	3 days
Low (TL)	24 hrs	Low (L)	4 days

1. SERVICE LEVEL SPECIFICATION – ACCOMMODATION PROVISION

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
1.	Compliance with the Law	The Landlord shall ensure that the aspects of the Facilities for which it is responsible in terms of the rental agreement comply with the Law.	No failure of Facilities in whole or in part to achieve compliance with the Law.	H	8 hrs	2 days	All	Availability	Special note must be taken of health, safety and environmental legislation and conditions applicable from the approval of plans and certification of the facility by City of Tshwane.
2.	Disabled Access	Access to and within the Facilities must be available to disabled persons.	No failure for the Facilities to be available to disabled persons.	H	N/A	2 days	All	Availability	
3.	Building Insurance: Building	The Landlord shall ensure that they provide proof of building insurance on an annual basis.	No failure for the Facilities not to have the applicable insurance in place.	H	N/A	2 days	All	Availability	

a.	Building Insurance: Content of Building		No failure for the Facilities not to have the applicable insurance in place regarding the content.	H	N/A	2 days	All	Availability	
----	---	--	--	---	-----	--------	-----	--------------	--

2. SERVICE LEVEL SPECIFICATION – CLEANING, HYGIENE AND DEEP CLEANING

*The Landlord must allocate supply at least one (1) full time cleaner per 2000m² of GLA.

*For facilities accommodating the following departments, the landlord must allocate one (1) full time cleaner per 1500m² of GLA:

- Metro Police Department
- Community and Social Development – i.e Library
- Customer Care
- Licensing Department

No	Major Requirement	Landlord Responsibilities		Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
1.	General Cleaning	Superficial cleaning can be carried out 24 hours per day under security escort.		No failure of the facilities, furniture, fittings, plant and equipment to be dust free.	M	12 hrs	3 days	All	Performance	
1.1.		Normal cleaning can be carried out during core hours.		No failure of the facilities, furniture, fittings, plant and	M	12 hrs	3 days	Core	Performance	

				equipment to be dust free.						
1.2.		The Landlord shall attend to any Major Spillage.		No failure to respond to a Service Request for cleaning up a Major Spillage within 10 minutes of a Service Request being notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	
1.3.		The Landlord shall attend to any Minor Spillage and other routine cleaning requirements during Core Hours.		No failure to complete Minor Spillage clean-up or other routine cleaning requirements to an acceptable standard within 1 hour of a Service Request being notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	All Minor Spillages to be logged via the help desk system. Service desk to enquire the nature of spillage to determine if minor or otherwise.
1.4.		In the event of graffiti inside or outside the buildings at the Facilities, the Landlord must take appropriate measures to ensure that it is removed or obscured from public display.		No failure to remove graffiti from sight temporarily when instance of graffiti is notified to the Service Desk.	M	12 hrs	3 days	Core	Performance	All requests to be logged via the helpdesk system.
1.5.				If graffiti is obscured as initial remedy as contemplated above, then no failure to fully remove the instance of graffiti notified to the Service Desk.	M	12 hrs	3 days			

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
----	-------------------	---------------------------	----------------------	----------------	--------------------------------	--------------------------------	-------	----------	------------------------

1.6.		Deep cleaning must be done outside of CoT's Core Hours.	No failure for toilet facilities to be free of staining.	M	12 hrs	3 days	Non-core	Performance	
2.	Hard floor cleaning	The Landlord shall ensure that all hard floor coverings including edges and skirtings within the Facilities are cleaned.	No failure to clean hard floors in a manner and frequency which avoids the accumulation of ingrained/ impacted dirt, particularly in crevices, corners and edging.	M	12 hrs	3 days	Core	Performance	
			No failure to clean hard floors in a manner and frequency which avoids • any accumulation of slurry, soap or residues from cleaning agents; • any slippery floor surfaces after cleaning is completed; • visible powdering discoloration, chemical build up and scuffing.	M	12 hrs	3 days	Core	Performance	
			No misuse of cleaning agents, or inappropriate use of cleaning agents or use of inappropriate cleaning agents.	M	12 hrs	3 days	Core	Performance	
			No failure to clean hard floors in a manner and frequency which avoids the accumulation of dirt or debris under desks or around edges of furniture, corners and other areas difficult to access.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
----	-------------------	---------------------------	----------------------	----------------	--------------------------------	--------------------------------	-------	----------	------------------------

3.	Soft floor coverings	The Landlord shall ensure that all soft floor coverings within the buildings at the Facilities including edges and skirting shall be cleaned. Carpeted areas to be identified as: • High traffic • Medium traffic • Low traffic Carpet cleaning frequencies to be developed for each density.	No failure to clean soft floors in a manner and frequency which avoids the accumulation of ingrained/ impacted dirt, particularly in crevices corners and edging.	M	12 hrs	3 days	Non-core	Performance	Should be conducted under the supervision of Security. Spot Cleaning to be conducted as part of General Cleaning daily.
			No failure to clean soft floors in a manner and frequency which avoids removable stains and deposits being evident on such floors.	M	12 hrs	3 days	Non-core	Performance	
			No failure to clean soft floors in a manner and frequency which avoids the accumulation of dirt or debris under desks, or around edges of furniture, corners and other areas difficult to access.	M	12 hrs	3 days	Non-core	Performance	
4.	Slip resistant floors	The Landlord shall ensure that floor surfaces which have a slip resistant property shall remain slip resistant, when there is dampness or water spillage.	No failure to ensure that any floor surface which has a slip resistant property remains slip resistant as per specifications.	M	12 hrs	3 days	Core	Performance	
5.	Entry matting	The Landlord shall ensure that entry matting is cleaned on both sides and that floor areas under such matting is cleaned.	No failure to clean entry matting in a manner and frequency which ensures that either side of entrymatting or the floor areas beneath the entry matting are kept reasonably free of ingrained dust, debris and soiling.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
6.	Stairs	The Landlord shall clean all stairs within the Facilities (including treads, risers, nosing banisters, balustrades, handrails, ledges and guards).	No failure to clean the stairs within the Facilities in a manner and frequency which keep such stairs free from dust, debris, removable fresh stains and fresh removable spillages.	M	12 hrs	3 days	Core	Performance	
7.	Internal glass and mirrors	The Landlord shall clean all glass/mirrors (including inside side of external windows) at the Facilities.	No failure to clean the internal windows at the facility in a manner and frequency to keep such windows free from dust, staining, heavy finger marks or streaking and smears.	M	12 hrs	3 days	Core	Performance	
			No failure to clean internal windows in a manner and frequency which avoids the build-up of ingrained dirt in corner areas.	M	12 hrs	3 days	Core	Performance	
8.	Paint-work, walls and doors	The Landlord shall clean all paint-work, walls and doors, including framework at the Facilities.	No failure to clean all walls and doors at the Facilities in a manner and frequency to avoid: • stains, accumulation of dirt and debris particularly on edging and in corners; • cobwebs, watermarks and tidemarks.	M	12 hrs	3 days	Core	Performance	
9.	Ceilings	The Landlord shall clean all ceiling surfaces at the Facilities.	No failure to clean any ceilings which are visible from office or public areas in a manner and frequency to avoid visible cobwebs and/ or alien debris.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
10.	FF&E including architectural ironmongery	The Landlord shall clean all FF&E including architectural ironmongery and artwork at the Facilities.	No failure to clean all FF&E including architectural ironmongery at the Facilities in a manner and frequency which: • remove dust and ingrained dirt; • avoid the build-up of accumulated grime, dirt deposits or chemicals; • avoid stains resulting from the cleaning processes • avoid streak marks and smears	M	12 hrs	3 days	Core	Performance	
			No misuse of appropriate cleaning agents, or inappropriate use of cleaning agents, or use of inappropriate cleaning agents relating to the cleaning of FF&E including architectural ironmongery and artworks.	M	12 hrs	3 days	Core	Performance	
10.1.		The Landlord shall clean all sinks, wash/hand basins, surfaces and the visible service pipe work, splash backs, taps, chains and plugs at the Facilities.	No failure to clean all sinks, wash/hand basins, surfaces and the visible service pipe work, splash backs, taps, chains and plugs at the Facilities in a manner and frequency which avoids soiling and the occurrence of detergent marks or watermarks.	M	12 hrs	3 days	Core	Performance	

10.2.		The Landlord shall clean the underside and inside of all desks, tables, chairs in office areas and public areas at the Facilities.	No failure to clean the undersides or inside of desks, tables, chairs in office areas and public areas in a manner which: removes dust, ingrained dirt or heavy build-up of	M	12 hrs	3 days	Core	Performance	
-------	--	--	---	---	--------	--------	------	-------------	--

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			dust and grime particularly in corner areas; - removes chewing gum deposits; - avoids streak marks and, smears.						
10.3.		The Landlord shall clean the top of all desks, tables and chairs in office areas and public areas at the Facilities.	No failure to clean desks, tables and chairs in office areas and public areas in a manner which: - removes chewing gum deposits; - avoids streak marks and, smears.	M	12 hrs	3 days	Core	Performance	
11.	Blinds	The Landlord shall clean all blinds at the Facilities appropriately to prevent avoidable damage.	No failure to clean all blinds at the Facilities in a manner and frequency which avoid: - the visible build-up of dust; - stains resulting from the cleaning processes.	M	12 hrs	3 days	Core	Performance	

12.	Waste receptacles	The Landlord shall empty and clean all waste receptacles at the Facilities.	No failure to empty waste receptacles at the Facilities in a manner and frequency which reasonably avoids the occurrence of overflowing receptacles.	M	12 hrs	3 days	Core	Performance	
			No failure to prevent the waste receptacles at the Facilities from becoming foul smelling and/or heavily soiled.	M	12 hrs	3 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
13.	Shelves, glass displays, bookcases and cupboard interiors	The Landlord shall clean all shelves, glass displays, bookcases and cupboard interiors at the Facilities.	No failure to clean shelves, glass displays, bookcases and cupboard interiors when required in a manner which: - removes dust, ingrained dirt or heavy build-up of dust and grime particularly in corner areas. -, - avoids streak marks and, smears.	M	12 hrs	3 days	Core	Performance	
14.	High Level Internal Ledges and Surfaces	The Landlord shall clean all high-level internal ledges and surfaces.	No failure to clean all high-level internal ledges and surfaces when required in a manner which: - removes visible dust, visible ingrained dirt or heavy build-up of dust and grime - avoids streak marks and, smears	M	12 hrs	3 days	Core	Performance	

15.	Light fittings, reflectors and diffusers	The Landlord shall clean all light fittings, reflectors and diffusers at the Facilities.	No failure to clean light fittings, reflectors and diffusers in a manner and frequency which: - removes dust, visible ingrained dirt or heavy buildup of dust and grime - avoids streak marks, stains and, smears	M	12 hrs	3 days	Core	Performance	
16.	HYGIENE SERVICES: Chemical Deep Cleaning	The Landlord shall clean all toilet areas, tea areas and kitchen floors and walls at the Facilities.	No failure to clean the toilet facilities in a manner and frequency which avoids any persistent complaints regarding unpleasant odours within the toilet facilities.	L	24 hrs	4 days	Non-core	Performance	Chemical Deep cleaning must be done every 3 months .

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			No failure to clean all toilets, washbasins, urinals, showers, kitchen sinks and kitchen drains within the Facilities in a manner and frequency which: - avoids the occurrence of stains, ingrained dirt or heavy buildup of lime scale, dry germ; and/or - avoids streak marks and smears	L	24 hrs	4 days	Non-core	Performance	
17.	HYGIENE SERVICES: Toilet services	The Landlord shall provide a constant supply of consumables within the toilet facilities at the Facilities including the following: - Toilet paper - Hand towels - Soap - Odouriser refills.	No failure to replenish consumables within the toilet facilities in a manner and frequency which ensures the availability of consumables at the point of use.	C	1 hr	4 hrs	Core	Performance	

18.	External Window cleaning	The Landlord shall clean the outside of all window glass and frames at the Facilities at least once every 6 months.	No failure to clean the external windows as part of the 6-monthly cleaning task in a manner which will leave the windows (including frames) free of visible dirt and smears (at the conclusions of each cleaning cycle).	L	24 hrs	4 days	Core	Performance	
19.	External cleaning	The Landlord shall implement a programme of litter collection at the Facilities to ensure that there is no accumulation of litter within the grounds at the Facilities.	No failure to collect litter, which avoids the accumulation of litter in the grounds of the Facilities.	L	24 hrs	4 days	Core	Performance	
19.1.		The Landlord shall provide, clean and empty waste receptacles within the grounds of the Facilities.	No failure to empty waste receptacles to avoid any overflowing receptacles.	L	24 hrs	4 days	Core	Performance	
No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			No failure to clean a waste receptacle in a manner and frequency which prevents such waste receptacle from becoming foul smelling and/or heavily soiled.	L	24 hrs	4 days	Core	Performance	
19.2.		The Landlord shall provide and maintain cigarette disposal facilities as appropriate at entrance points into the buildings at the Facilities and will empty and clean such facilities regularly.	No failure to provide cigarette disposal facilities at entrance points to the Facilities.	L	24 hrs	4 days	Core	Performance	
			No failure to empty the cigarette disposal facilities to avoid any overflowing receptacles.	L	24 hrs	4 days	Core	Performance	
			No failure to clean a cigarette disposal facility in a manner and frequency which avoids such facility from becoming foul smelling and/or heavily soiled.	L	24 hrs	4 days	Core	Performance	

19.3.		The Landlord shall implement a programme of cleaning of roads, car parking and pedestrian areas at the Facilities.	No failure to prevent the accumulation of dirt in the roads and pathways at the Facilities.	L	24 hrs	4 days	Core	Performance	
			No failure to regularly restore the roads and pathways at the Facilities to a condition free of silt and other matter.	L	24 hrs	4 days	Core	Performance	
19.4.		The Landlord shall ensure that the external fabric of the buildings at the Facilities are cleaned at least every 6 months.	No failure to regularly restore the building externals to a condition free of dirt and marks and stains.	L	24 hrs	4 days	Core	Performance	

3. SERVICE LEVEL SPECIFICATION – BUILDING AND FACILITIES ASSETS MAINTENANCE

Statement of Service Objective:

The provision of:

1. Building Maintenance
2. Management and maintenance of the Facilities assets.
 - 2.1. Preventative and Reactive Maintenance and to implement Asset Replacement and Building Finishes Redecoration as per the rental agreement.
3. Management of energy and utility supply
 - 3.1. To provide a supply of mains water and electricity as required to ensure continued operations of CoT at the Facilities.
 - 3.2. To provide for the removal from the facilities of all effluents including, but not limited to sewage and storm water run-off.
 - 3.3. To carry out appropriate risk assessments for the safe removal of effluents in accordance with the Law.

Background information:

The nature and extent of the Maintenance Services must ensure that the operations within the Facilities can continue. The nature and extent of maintenance is at the discretion of the Landlord unless governed by Law.

Requests to be logged via the Service Desk.

This SLS is only to the facilities where the various types of equipment are available and forms part of the rental agreement.

General Information:

General requirements relating to the maintenance of the Assets:

1. The Landlord will maintain the Assets in accordance with the following requirements at all times during the rental term.

- In full compliance with the Law relating to any building element of the Facilities.
- To meet CoT Operational Requirements.
- To maintain a safe environment at the Facilities for occupation by CoT's Employees.
- To achieve specified environmental conditions as set out in the rental agreement.
- To maintain firefighting capability in accordance with the Law or as required in terms of the applicable Fire Clearance Certificate and the original Occupation Certificates (where applicable).
- Maintenance will be undertaken in a manner which prevents deterioration of the Facilities.
- Preventative and Cyclical Maintenance: The Landlord will adopt a proactive approach to Preventative Maintenance.
- Quality of materials and personnel: The Maintenance Services will be carried out by appropriately qualified and/or skilled personnel and in accordance with any relevant codes of practice or Law using proper materials of suitable

and sufficient quality (in accordance with the South African Bureau of Standards or other equivalent standard) and not using any deleterious materials.

- Preventative and Cyclical Maintenance: Reactive Maintenance: The Landlord shall provide the Reactive Maintenance to achieve compliance with the applicable standards contained in the rental agreement.

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
4.	Facilities Management	The Landlord to ensure efficient and effective management and monitoring of appointed Service Providers (SP) in accordance with rental agreement.	No failure to comply.	L	N/A	4 days	Core	Performance	
5.	Statutory/ Legislative Compliance	The Landlord will maintain the assets and provide maintenance services in compliance with legislation and good industry practice.	No failure to maintain the asset and provide maintenance services in according to legislation.	H	8 hrs	2 days	Core	Availability	Acts, codes, regulations and legislation are in the public domain and it is the Landlord's responsibility to comply e.g. OHS Act, National Environmental Management Act, National Building Regulation local bylaws and SANS Standards.

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
----	-------------------	---------------------------	----------------------	----------------	--------------------------------	--------------------------------	-------	----------	------------------------

									Any changes to legislation of a general nature will not be an excusing clause and any changes to legislation specific to this contract may be subject to a variation.
6.	OEM Materials and Process	Maintain records of all tests or inspections carried out. Records to be made available CoT on request.	No failure to keep records pertaining to tests or inspections.	H	8 hrs	2 days	Core	Performance	
			No failure to make records available on request.	L	24 hrs	4 days	Core	Performance	All records are to be provided when requested by CoT.
7.	Emergency Call Event	The Landlord to respond to an Emergency Event. General areas: • Health & Safety • Security system failures • Emergency lighting • Lift Entrapment • Other Legal Criteria relating to the functioning of a particular area of the Facility.	No failure to respond to an Emergency Event.	E	30 mins	2 hrs	All	Availability	Where it is agreed that it is not possible to meet the rectification times, a rectification plan will be tabled and agreed within the permanent rectification period.
8.	Contingency Plan	The Landlord to provide a practicable contingency plan in accordance with the rental agreement.	No failure to provide a Contingency Plan.	M	12 hrs	3 days	Core	Performance	Delivery of services must be uninterrupted at all times.
9.	Maintenance Report	The Landlord to provide the maintenance report on a quarterly basis. Reports to contain the following: • All work orders generated. • All values of work orders generated per contractor.	No failure to comply.	L	24 hrs	4 days	Core	Performance	

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
10.	Quality Audits	The Landlord to ensure quality audits every 6 months.	No failure to comply.	M	12 hrs	3 days	Core	Performance	
11.	Risk Assessments	The Landlord to provide necessary Risk Assessments as per the Health and Safety regulations on an annual basis.	No failure to provide Risk Assessments on an annual basis.	H	8 hrs	2 days	Core	Performance	
12.	Signage	The Landlord to ensure provision of the necessary signage.	No failure to provide signage as per the CoT requirements.	M	12 hrs	3 days	Core	Performance	
13.	Occupational Health and Safety (HIS) Act	The Landlord to ensure absolute compliance with the OHS Act.	No failure to comply with the OHS Act.	C	1 hr	4 hrs	Core	Performance	
14.	Maintenance Plan	The Landlord shall record all Maintenance Services undertaken in respect of the Assets and Building Finishes: On-going maintenance Organisational interface Security systems Health and Safety issues. Utility consumption – payments and optimization. Maintenance of grounds and gardens. Operations management. Quality Plan.	No failure to provide the CoT Representative with access to the recorded information upon request and within a week of request.	M	12 hrs	3 days	Core	Performance	The recorded information shall be made available to CoT within one week upon request.
15.	Technical & Benchmarking Audit								The Landlord to make available all relevant information and access to the facilities.
16.	Electrical Supply	The Landlord shall provide resources and equipment to ensure a constant supply of electricity within the relative facilities' boundaries to acceptable industry standards.	No incidence of failure in any equipment associated with Electrical Supply.	H	8 hrs	2 days	Core	Availability	

17.	Emergency Power	To provide continuous power to identified circuits and to maintain a continuous supply of power to all related equipment and infrastructure.	No failure to provide continuous power to identified equipment.	E	30 mins	2 hrs	All	Availability	
-----	-----------------	--	---	---	---------	-------	-----	--------------	--

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
18.	Emergency Power (Generator)	The Landlord shall be responsible for the maintenance, repair, replacement and certification of fixed generators and the refuelling of bulk diesel tanks (where applicable).	No incidence of failure in any identified equipment associated with Emergency Power (Generator).	C	1 hr	4 hrs	All	Availability	
19.	Diesel	The Landlord to supply and maintain diesel supply system(s).	No failure to deliver a supply to the facilities for a continuous 24hours.	E	30 mins	2 hrs	All	Availability	
20.	Uninterrupted Power System (UPS)	The Landlord will be responsible for the maintenance, repair, replacement and certification of the Uninterrupted Power System(s).	No incidence of failure in any equipment associated with Uninterrupted Power System (UPS)	E	30 mins	2 hrs	All	Availability	
21.	Fire Protection	The Landlord shall provide resources and equipment for the maintenance of the following: fire extinguishers, fire hoses, fire hydrants, sprinklers and control valves, and pumps to statutory requirements and acceptable industry standards.	No incidence of failure in any equipment associated with Fire Protection.	M	12 hrs	3 days	Core	Performance	
22.	National Occupational Safety Acts and Registers	The Landlord to ensure registers and safety files are kept up to date and procedures are maintained to a high standard in compliance with Statutory Regulations.	No failure to comply with Statutory Regulations.	M	12 hrs	3 days	Core	Performance	
23.	Maintenance of Water Supply	The Landlord to ensure a constant supply of mains water to the CoT facilities	No occasion of any water supply failure.	E	30 mins	2 hrs	All	Availability	Water supply at identified drinking points to be potable (drinkable) at all times.

24.	Meter Reading (Water and Electricity)	The Landlord will read the meters monthly and include in the monthly report.	No failure to read meters monthly and include consumption data in the monthly report.	L	24 hrs	4 days	Core	Performance	Detailed records of consumption must be taken and collated by the Landlord by means of a shared electronic database or
No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
									any other manner agreed with CoT.
25.	Energy Consumption Management	The Landlord shall support CoT in implementing energy and water saving strategies.	No failures to support the CoT conservation strategy.						

4. SERVICE LEVEL SPECIFICATION - SECURITY SERVICES

No	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
----	-------------------	---------------------------	----------------------	----------------------	----------------	--------------------------------	--------------------------------	-------	----------	------------------------

20.	Provision of Personnel	The Landlord to provide the following: • The Security Landlord to be registered with the Security Board. • All security staff have been vetted and cleared. • All security staff have received training and are competent. • The security service is compliant with Security	CoT to provide and manage personnel for internal reception areas.	No failure to comply with Statutory Regulations.	C	1 hr	4 hrs	All	Performance	
-----	------------------------	--	---	--	---	------	-------	-----	-------------	--

No	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
		Board industry standards.								

21.	Response times	The Landlord to ensure: • Emergency requests are attended to within 5 minutes. • Routine requests for security services are attended to within service response times. • Planned and scheduled service requests are attended to within service response times.	CoT to liaise with the Landlord regarding the security protocols.	No failure to comply and react as per the agreed response times.	C	1 hr	4 hrs	All	Performance	
22.	Site presence	Where applicable, a central security control point is in place and is manned 24 hours a day, 365 days per year.		No failure to comply and provide site presence.	C	1 hr	4 hrs	All	Performance	All on-duty Landlord Security staff to be contactable immediately via radio or telephone.

No	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
----	-------------------	---------------------------	----------------------	----------------------	----------------	--------------------------------	--------------------------------	-------	----------	------------------------

23.	Security Duties and Responsibilities	Security services include: Man guarding Internal and external patrols Safe keeping of the CoT's assets Securing of the CoT's assets against theft and abuse. Asset removal management Evacuation drills and procedures management Incident, accident and investigations management Access and egress control, reporting of maintenance requirements Visitor and staff parking management and control Stop and search management Emergency / disaster response and recovery systems	All damage to company property to be reported immediately to the Landlord's Service Desk in accordance with agreed protocols.	No failure to comply and provide security services as per agreed responsibilities.	C	1 hr	4 hrs	All	Performance	
-----	--------------------------------------	---	---	--	---	------	-------	-----	-------------	--

No	Major Requirement	Landlord Responsibilities	CoT Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
		• Perimeter fence monitoring and maintenance including electric fences. • Monitoring and maintenance of alarm systems.								
24.	Emergency Response	The Landlord to ensure emergency alarm responses are achieved within the emergency response time.	CoT to provide all Emergency Response processes and procedures to the Landlord.	No failure to act to any Emergency situation.	C	1 hr	4 hrs	All	Performance	Security staff undertake actions as described in Fire Contingency Plans and/or as instructed by CoT's designated Crisis Manager or Fire Officer.
25.	Crime Prevention and Management	The Landlord to ensure that all incidents are recorded in the correct format and quality and kept in accordance with the CoT policy and other legislation.	CoT to notify the Landlord of all incidents.		C	1 hr	4 hrs	All	Performance	Police are summoned immediately in accordance with the CoT's policy.

26.	Control of Keys, locks (general) and access cards.	The Landlord to ensure that all keys to be maintained by the Security Service Provider in a locked key cabinet.	CoT staff will be responsible for all loss of keys and access cards.	No failure to comply with control of all keys, locks (general), and access cards.	H	8 hrs	2 days	All	Performance	
-----	--	---	--	---	---	-------	--------	-----	-------------	--

5. SERVICE LEVEL SPECIFICATION - PEST CONTROL SERVICES

No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
27.	Pest Control	The Facilities to be pest free and conform to the following: All pest control activities that require the use of chemicals/areas to be sealed off from general use must be done in non-core hours. To conform to OHS Act. No banned chemicals / pest control methods to be utilised. Prior authorisation by relevant party in specific area before commencement of activities.	No failure to provide Pest Control services.	M	12 hrs	3 days	Core	Performance	Security escorts to be present when activities performed during non-core hours.

28.	Preventative Pest control	Preventative Pest control measures will be provided by the Landlord in accordance with Legislation and where deemed necessary ensure that the Facilities remains free of Pest infestations. This requirement applies to the infestation by Pests, which can be deemed as preventable as far as is reasonably practicable.	No failure to comply with Legislation.	L	24 hrs	4 days	Core	Performance	Level of provision will be subject to the Landlord assessment of need taking into account, inter alia, building environment, prevailing Pest populations, building utilisation and maintenance provisions.
			No failure to maintain the level of preventative treatment assessed as necessary by the PP or as contained in the Pest Control Methodology.	L	24 hrs	4 days	Core	Performance	
No	Major Requirement	Landlord Responsibilities	Performance Standard	Priority Level	Temporary Rectification Period	Permanent Rectification Period	Hours	Standard	Additional Information
			No occurrence of a preventable Pest infestation.	L	24 hrs	4 days	Core	Performance	
29.	Reactive Pest control	The Landlord will investigate and respond accordingly to every occasion where the Facilities becomes subject to Pest infestation, either identified through self-monitoring or by virtue of a notification to the Service Desk. Action and monitoring will continue until the infestation is eradicated.	No failure to monitor or investigate infestation and implement Pest control measures in Internal Spaces.	M	12 hrs	3 days	Core	Performance	
			No failure to monitor or investigate any Pest infestation and implement Pest control measures in External Spaces.	M	12 hrs	3 days	Core	Performance	

*** THE LANDLORD SHALL COMPLY WITH ALL REGULATION ADJUSTMENTS DURING THE PERIOD OF OCCUPATION.**

ANNEXURE E: SITE VISIT CHECKLIST

A site visit to the building will be conducted before the award.

All inspections will be carried out as per Annexure E attached to this specification.

Site inspections of all facilities will be executed during the technical evaluation phase during which the requirements must be provided by the successful tenderer as outlined in Annexure E. Failure to comply with the requirements will result in the disqualification of the bid.

	ITEM	DESCRIPTION OF ITEMS TO BE CONFIRMED ON SITE	AS SPECIFIED IN BIDDER'S DOCUMENT	NOT IN ACCORDANCE WITH BIDDER'S DOCUMENT	COMMENTS
1	LOCATION	Location of building			
2	ACCESS	Public transport			
		General entrances			
3	BUILDING	Building structure is on site			
		Available GLA			
		If office space is not on the ground floor, confirm availability of lifts or provision within project timeline			
4	PARKING	Number of on-site parking bays			

		Adjacent buildings where parking will be sought (if applicable)			
--	--	---	--	--	--

MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CITY OF TSHWANE MUNICIPALITY					
BID NUMBER:	GPM 08 2023/24	CLOSING DATE:	04 December 2023	CLOSING TIME:	10:00
DESCRIPTION	TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF NINE (9) YEARS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

Tshwane House					
Supply Chain Management					
320 Madiba Street					
Pretoria CBD					
0002					
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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS ☐ Yes ☐ No [IF YES, ANSWER PART B:3]		

/SERVICES /WORKS OFFERED?		/SERVICES /WORKS OFFERED?	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Group Property Management
CONTACT PERSON	Relebogile Malatswane	CONTACT PERSON	Koleka Nolutshungu
TELEPHONE NUMBER	012 358 2735	TELEPHONE NUMBER	012 358 3580
EMAIL ADDRESS	RelebogileM@tshwane.gov.za	EMAIL ADDRESS	kolekan@tshwane.gov.za

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION
1.1 BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2 ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3 THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES ☐ NO ☐
- 3.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES ☐ NO ☐
- 3.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES ☐ NO ☐
- 3.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES ☐ NO ☐
- 3.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES ☐ NO ☐

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

PRICING SCHEDULE: FIRM PRICES (PURCHASES)

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

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

Name of Bidder.....	Bid Number
Closing Time	Closing Date

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

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

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

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

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

* Delete if not applicable

PRICING SCHEDULE: NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder	Bid number
Closing Time	Closing Date

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

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

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm
- ** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
- * Delete if not applicable

PRICE ADJUSTMENTS

A. NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B. PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

ADJUSTMENT PERIODS	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE
1 st Adjustment	After 12 calendar months
2 nd Adjustment	After 24 calendar months

NB: Unless prior approval has been obtained from Supply Chain Management, no adjustment in contract prices will be made

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 3.1 Full Name of bidder or his or her representative:
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, shareholder²)
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? **YES / NO**
 - 3.8.1 If yes, furnish particulars.

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES/NO**

3.9.1 If yes, furnish particulars.

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars.

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.

.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.

.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

.....

Signature

.....

Date

.....

Capacity

.....

Name of Bidder

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
BB-BEE score of companies - Level 1 - Level 2 - Level 3	8 Points 7 Points 6 Points	

Specific goals	80/20 preference point system	Number of points claimed (80/20 system) (To be completed by the tenderer)
• Level 4 • Level 5 • Level 6 • Level 7 • Level 8 • Non-compliant	• 5 Points • 4 Points • 3 Points • 2 Points • 1 Point • 0 Points	
EME and/ or QSE	2 Points	
At least 51% of Women-owned companies	2 Points	
At least 51% owned companies by People with disability	2 Points	
At least 51% owned companies by Youth	2 Point	
Local Economic Participation • City of Tshwane • Gauteng • National	4 Points 2 Points 1 Point	

N.B For points to be allocated as per above the tenderers will be required to submit proof of documentation as evidence for claims made. Any tenderer that does not submit evidence as stated in the bid document to claim applicable points will be allocated zero points.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender,

qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	

CONTRACT FORM: RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **GPM 08 2023/24** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM: RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as accept your bid under reference number dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1
2

DATE:

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE
FALSE.**

.....
Signature

.....
Date

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **GPM 08 2023/24**

TENDER FOR THE LEASING OF TURNKEY OFFICE SPACE IN REGION 5, INCLUSIVE OF PARKING FACILITIES AND TURNKEY OFFICE ACCOMMODATION SOLUTION FOR A PERIOD OF NINE (9) YEARS.

in response to the invitation for the bid made by:

CITY OF TSHWANE MUNICIPALITY

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature Date

.....
Position Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

1. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

	3.2	With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
4. Standards	4.1	The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection.	5.1	The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
	5.3	Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

10. Delivery and documents

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

11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services, services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1	The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
	15.2	This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the

final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- | | |
|---|--|
| 15.3 | The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| 16. Payment | <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> |
| 17. Prices | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. |
| 18. Contract | 18.1 No variation in or modification of the terms of the contract shall be made amendments except by written amendment signed by the parties concerned. |
| 19. Assignment | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
| 20. Subcontracts | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract. |
| 21. Delays in the supplier's performance | <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> |

- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated

fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or antidumping 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; 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 the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation
34. Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)