



public works & roads

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

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-1959
Fax: 086-646-0185

TENDER No: PWR 61/23

FOR

**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 61/23 BID
DESCRIPTION: APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE
SPACE FOR A PERIOD OF 8 MONTHS**

TENDER DOCUMENT

June 2023

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

NAME OF TENDERER:

ADDRESS:

PHONE:

FAX:



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

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

SUPPLY CHAIN MANAGEMENT

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

INVITATION TO BID

BID NO PWR 61/23: Appointment of four (4) Property Broker to provide for the leasing of office space for a period of 8 months.

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

Bid No : PWR 61/23

Bid Description : Appointment of four (4) Property Broker to provide for the leasing of office space for a period of 8 months.

Closing Time : 18th August 2023 at 11h00

No telegraphic or facsimile bids will be considered.

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

Department : Public Works and Roads

Contact Person : Mr. J. Mathabela 018 388 4604

There will be a Compulsory Briefing Session on the 02nd August 2023 at Embassy Hall in Mahikeng near International School @ 10h00



BID REQUIREMENTS

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

7. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation:

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

8. EVALUATION CRITERIA AND PROCESSES TO BE USED

The evaluation process will entail the following phases:

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


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

24/07/2023
.....
DATE





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PART T1: TENDERING PROCEDURES



T1.1.1 TENDER NOTICE:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 61/23BID DESCRIPTION: APPOINTMENT OF A PROPERTY BROKER FOR LEASING OF OFFICE SPACE FOR A PERIOD OF 8 MONTHS

TENDER NUMBER	: PWR 61/23
CLOSING DATE	: 18 August 2023
CLOSING TIME	:11h00
TENDER VALIDITY PERIOD	:90 DAYS
BRIEFING SESSION	: COMPULSORY
BRIEFING SESSION VENUE	: EMBASSY HALL, WILLIAM DICK AVENUE LIBERTAS, MAHIKENG
BRIEFING SESSION TIME	: 10h00
BRIEFINGSESSIONDATE	: 02 August 2023
DESCRIPTION	: NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROAD: TENDER NO: PWR 61/23BID DESCRIPTION: APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE SPACE FOR A PERIOD OF 8 MONTHS
TENDERSUBMISSION REQUIREMENTS	: X1ENVELOPE SUBMISSION MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY
TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT	: THE DEPARTMENT OF PUBLIC WORKS AND ROADS, NGAKA MODIRI MOLEMA ROAD, OLD PARLIAMENT COMPLEX, MMABATHO – GATE HOUSE



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T1.1.2

INVITATION TO TENDER

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND ROADS					
BID NUMBER:	PWR 61/23	CLOSING DATE:	18 AUGUST 2023	CLOSING TIME:	11H00
DESCRIPTION	NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 61/23 BID DESCRIPTION: APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE SPACE FOR A PERIOD OF 8 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GATEHOUSE OLD PARLIAMENT BUILDING MMABATHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MS. JOHANNA HART		CONTACT PERSON	MS. MPHOENTLE CHOCHÉ	
TELEPHONE NUMBER	018 388 4476		TELEPHONE NUMBER	018 388 1959 / 4593	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	jhart@nwpg.gov.za		E-MAIL ADDRESS	mchoche@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
PREFERENCE POINTS WILL BE AWARDED IN LINE WITH THE DEPARTMENTAL SPECIFIC GOALS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

TENDER NO.: PWR 61/23 – NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS BID DESCRIPTION: APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE SPACE FOR PERIOD OF 8 MONTHS



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PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FOR.1 (SBD7).

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



T1.1.3 CONDITIONS FOR TENDER SUBMISSION

1 Proprietary Information

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

2 Enquiries

- 2.1 All communication and attempts to solicit information of any kind relative to this tender should be in writing and channeled to: Email address: jhart@nwpg.gov.za and mchoche@nwpg.gov.za
- 2.2 Please note that the last date for request for information pertaining to this tender will be on the: **15 August 2023.**
- 2.3 ***Tenderers may not contact any other NWDPWR employee besides contact person mentioned on Paragraph 2.1 above on any matter pertaining to the Tender from the time when Tender is advertised to the time the Tender is awarded. Any effort by a Tenderer to influence Tender evaluation, Tender comparisons, or Tender award decisions in any manner, may result in rejection of the Tender concerned.***
- 2.4 All the documentation submitted in response to this tender must be in **English**.
- 2.5 The Tenderer should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by NWDPWR regarding anything arising from the fact that pages are missing or duplicated.

3 Validity Period

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

4 Submission of Tenders

Tenders should be submitted in duplicate all bound in a sealed envelope endorsed, TENDER REF NUMBER: PWR 61/23). The sealed envelopes must be placed in the tender box at North West Department of Public Works and Roads, Ngaka Modiri Molema Road, Old Parliament Complex, Mmabatho (Gate House)

- 4.1 By no later than **11h00 on 18 August 2023**
- 4.2 The closing date, service provider name and the return address must also be endorsed on the envelope. If a courier service provider is being used for delivery of the Tender document, the Tender description must be endorsed on the delivery note/courier packaging to ensure that



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delivered into the TENDER BOX.

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

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



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1. Tender Documents must be completed with ink (Blue or black) and not typed. No tippex is allowed. All changes must be scratched out and a signature appended next to each change.
2. All certified documents must be within the current six (6) months. Copies of previously certified documents will not be accepted.
3. Tender documents must be secured together preferably bound or contained in a lever arch file. The North West Department of Public Works and Roads shall not be liable for any loss of documents as a result of not being properly secured upon submission.



T1.2 TENDER DATA

Clause Number	
F.1.1	The employer is the Department of Public Works and Roads, North West Provincial Government.
F.1.2	The tender documents issued by the employer comprise: Part T1: Tendering Procedures T1.1 Tender notice and invitation to tender T1.2 Tender data Part T2: Returnable Documents T2.1 List of returnable documents T2.2 Returnable Schedules Part C1: Agreements and contract data C1.1 Form of Offer and Acceptance Part C2: Pricing data and Scope of work C2.1 Pricing Instructions C2.2 Activity Schedule / Bill of Quantities
F.1.4	The employer's representative is: Name: Mphoentle Choche Address: Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-1959 Fax: 086-646-0185 E-mail: mchoche@nwpq.gov.za
F2.1	Functionality criteria - Tenderers who attain a score of less than 60% of the points allocated will be declared automatically non-responsive .
F.2.7	Briefing session is compulsory and will be held on 2nd August 2023 at 10h00. Venue for briefing session: Embassy Hall, William Dick Avenue Libertas, Mahikeng



Clause Number	
F.2.12	'No alternative offers will be considered.'
F.2.13.1	Tenderers are obligated to offer all parts of the works, services or supply identified in the contract data:
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 copy.
F.2.13.5	The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: Location of tender box: Gatehouse Old Parliament Building Mmabatho Physical address: Ngaka Modiri Molema Road, Department of Public Works, and Roads, Mmabatho, 2735
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is 11h00 on 18 August 2023.
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 90 Days.
F.2.23	The tenderer is required to submit with his tender: 1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;(As Per SBD1 requirements and Returnable Schedule)
F.3.4	The time and location for opening of the tender offers are: 11h00 on 18 August 2023. Location: Gatehouse, Old Parliament Building.



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FUNCTIONALITY CRITERIA

Registration with the professional bodies is compulsory. All bidders who are not registered with professional bodies will not be considered (Estate Agency Affairs Boards and/or South African Property Owners' Association).

No	Functionality Criteria-Tender Rating Matrix		A	B	C
			Tenderer rating score 1-5	Weighting	Tenders score(%)= (AxB)/5
1.	Experience and capacity (leasing of office space)	10 or more years' experience as a Property Broker – As proof attach appointment letters and company profile with contactable references	5	60%	
		7 - 9 years' experience as a Property Broker – As proof attach appointment letters and company profile with contactable references	4		
		5 - 6 years' experience as a Property Broker – As proof attach appointment letters and company profile with contactable references	3		
		3 - 4 years' experience as a Property Broker– As proof attach appointment letters and company profile with contactable references	2		
		1 - 2 years' experience as a Property Broker – As proof attach appointment letters and company profile with contactable references	1		
2.	Experience of Key personnel	20 years and more of collective experience in the relevant field of expertise – As proof attached a comprehensive CV, certified copies of qualifications and certificate(s) of registration with relevant bodies, e.g. EAAB or SAPOA	5	30%	
		15 – 19 years of collective experience in the relevant field of expertise – As proof attached a comprehensive CV, certified copies of qualifications and certificate(s) of registration with relevant bodies, e.g. EAAB or SAPOA	4		



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		10 – 14 years of collective experience in the relevant field of expertise – As proof attached a comprehensive CV, certified copies of qualifications and certificate(s) of registration with relevant bodies, e.g. EAAB or SAPOA	3		
		5 – 9 years of collective experience in the relevant field of expertise – As proof attached a comprehensive CV, certified copies of qualifications and certificate(s) of registration with relevant bodies, e.g. EAAB or SAPOA	2		
		1 – 4 years of collective experience in the relevant field of expertise – As proof attached a comprehensive CV, certified copies of qualifications and certificate(s) of registration with relevant bodies, e.g. EAAB or SAPOA	1		
3.	Bank Rating	Grade A Bank rating certificate with the original bank stamp and signature -As proof attach Bank Rating Certificate issued and stamped by the banking institution (the stamp must not be older than three months)	5	10%	
		Grade B Bank rating certificate with the original bank stamp and signature - As proof attach Bank Rating Certificate issued and stamped by the banking institution (the stamp must not be older than three months)	4		
		Grade C Bank rating certificate with the original bank stamp and signature - As proof attach Bank Rating Certificate issued and stamped by the banking institution (the stamp must not be older than three months)	3		



	Grade D Bank rating certificate with the original bank stamp and signature - As proof attach Bank Rating Certificate issued and stamped by the banking institution (the stamp must not be older than three months)	2		
	Grade E Bank rating certificate with the original bank stamp and signature - As proof attach Bank Rating Certificate issued and stamped by the banking institution (the stamp must not be older than three months)	1		

Each of the criteria is to be assessed and scored on the evaluation sheet using the above points.

The threshold value will be 60 out of 100.

Bidders who scored below 60 on functionality will not be considered further for this bid.

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

Areas of evaluation	Points
Price	80
Specific Goals– Ownership and location	20
Total	100

NB! Tenderers who attain a score of less than **60%** of the points allocated will be declared automatically **non-responsive**.

The Department intends to appoint a Property Broker for each district. The Department reserves the right to appoint one per district or one Property Broker for more than one district, based on the capacity to execute the work.

Indicate the District bidding for:	District	Number of leases
	Ngaka Modiri Molema	40
	Dr Kenneth Kaunda	22
	Dr Ruth Segomotsi Mompati	20



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FORM A13:PROOF OF NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER).....	33
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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable schedules:

Notes to tenderer:

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



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



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FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Notes to tenderer:

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

By resolution of the board of directors passed at a meeting held onMr/Ms,
.....Whose signature
appears below, has been duly authorized to sign all documents in connection with the tender for
**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 61/23 BID
DESCRIPTION: APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE SPACE
FOR A PERIOD OF 8 MONTHS**
and any contract which may arise therefrom on behalf of *(enter name of tenderer in block capitals)*
.....

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

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

DATE:.....

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

NAME (PRINT)

NAME (PRINT)

FORM A2: SBD 4 COMPULSORY DECLARATION

TENDER NO.: PWR 61/23 – APPOINTMENT OF FOUR PROPERTY BROKERS FOR LEASING OF OFFICE SPACE FOR
PERIOD OF 8 MONTHS

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SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

SBD4



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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



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SBD4

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder.



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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

1.3 Points for this tender shall be awarded for:

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
Goal 1	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.



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2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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:



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

The specific goals allocated points in terms of this tender	Specific Goals (Ownership and location)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Ownership and location	Enterprises owned by black people OR women OR people with disability – (minimum ownership 51%)	8	
	Enterprises based in the North West Province	8	
	Enterprises outside the North West Province	4	
	MAX POINTS	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

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

i) The information furnished is true and correct;



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- 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 *audialterampartem* (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:	



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FORM A4: PROOF OF REGISTRATION WITH THE RELEVANT BOBY

Note to tenderer:

1. The tenderer should ensure that they submit proof of registration with Estate Agency Affairs Board (EAAB) and/or South African Property Owners Association (SAPOA). Valid registration certificates that indicate that the tenderer is in good standing with the council/s must be attached.



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SCHEDULE / RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

SIGNED ON BEHALF OF THE TENDERER:



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FORM A6: TAX CLEARANCE CERTIFICATE REQUIREMENTS

SBD 2

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

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

SIGNED ON BEHALF OF THE TENDERER:



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FORM A9: TENDERERS EXPERIENCE

Note to tenderer:

1. The experience of the tenderer, as opposed to the key staff members / experts, in similar projects or similar areas and conditions in relation to the scope of work will be evaluated.
2. Tenderers should very briefly describe their experience in this regard and attach to this schedule, appointment letters, traceable reference letters, should provide contactable references. Please adhere to or complete the table provided below.

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT(Rand)	Date completed

SIGNED ON BEHALF OF THE TENDERER:



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FORM 10: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page originalcertified copy of the directors / members trustee's identity documents of the tendering entity.

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

SIGNED ON BEHALF OF THE TENDERER:



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FORM A11: COPIES OF SERVICE PROVIDER REGISTRATION DOCUMENTS

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

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

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

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

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

Note:

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

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

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

SIGNED ON BEHALF OF THE TENDERER:



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FORM A12: PROOF OF NATIONAL TREASURY (NT) CENTRAL SUPPLIER DATABASE REGISTRATION I.E. SUBMIT A COPY OF CSD MASTER REGISTRATION NUMBER (SUPPLIER NUMBER)

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



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FORM A13: SCHEDULE OF PERSONNEL

The tenderer shall state below what project personnel will be available for this contract and what additional personnel will be employed for the work should he be awarded the contract.

As required more than a single individual should be proposed per position, based on the size of the project and the required personnel.

Any additional supporting documentation to substantiate the proposed personnel should be attached to this page. ***Please also ensure to attach CVs and certified qualifications and professional registration in order to claim points.***

Part A: Key Personnel

The following schedule must be completed for all persons who will be part of the project team. The senior persons will form part of the quality evaluation as described in the Tender Data. The tenderer will not be allowed to amend the team members presented in the schedule.

Description	Name	Qualification	Years' Experience	Discipline



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PART C1: AGREEMENT AND CONTRACT DATA



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C1.1 FORM OF OFFER AND ACCEPTANCE

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 115/22 BID DESCRIPTION: PROPERTY BROKER

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

.....

.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s): _____

Name(s): _____

Capacity: _____

For the tenderer

(Name and address of organization)



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Witness:

Name: _____

Signature: _____

Date: _____



PART C2: PRICING SCHEDULE AND SCOPE OF WORK



4. PRICING SCHEDULE

District	Lease periods	No. of leases	Commission rate
Ngaka Modiri Molema	5 years	15	1%
	4 years	15	2.5%
	3 years	10	3.5%
Bojanala	5 years	8	1%
	4 years	8	2.5%
	3 years	8	3.5%
Dr Ruth S. Mompoti	5 years	8	1%
	4 years	6	2.5%
	3 years	6	3.5%
Dr Kenneth Kaunda	5 years	8	1%
	4 years	8	2.5%
	3 years	6	3.5%

- Bidders will be paid in terms of the SAPOA Commission Rates for Commercial Property Leases.
- The South African Property Owners Association (SAPOA) is the representative body for the commercial and industrial property industry in South Africa.
- The commission rates by SAPOA provides a guideline on commission paid for commercial property leases. However, bidders are at liberty to negotiate for lesser rates.
- The commission structure for commercial leases is as follows:

Period of lease	Commission rate
3 year lease	3,5% of the total cost of the lease
4 year lease	2,5% of the total cost of the lease
5 year lease	1% of total cost of the lease

- The potential bidder will be paid by the prospective landlord, and payment will be based on the above commission structure.
- It is the responsibility of the bidder to highlight the above regulation to all prospective landlords prior to assumption of sourcing, advertising and lease conclusion.
- The Department of Public Works and Roads will not be held liable for unpaid commission rates.

Bidders are required to provide a pricing schedule for the 8months' period and provide a detailed breakdown of costs.



5. SCOPE OF WORK

The project will be performed on 106 leased office space, to source leased accommodation for client departments. These leases are spread across four district of the North West Province as depicted on the table below:

District	Lease periods	No. of leases
Ngaka Modiri Molema (40)	5 years	10
	4 years	15
	3 years	15
Bojanala (24)	5 years	8
	4 years	8
	3 years	8
Dr Ruth S. Mompoti (20)	5 years	8
	4 years	6
	3 years	6
Dr Kenneth Kaunda (22)	5 years	8
	4 years	8
	3 years	6

Background information:

The North West Department of Public Works and Roads is responsible for the provision of suitable office and parking space for government departments in the province, in line with the user department's requirements. The primary responsibility of the Department is to provide functional and best fit for use, type and location of office accommodation at optimal value to user departments.

The leased office accommodation is to accommodate user departments in the execution of their function, thus they will be conducting administrative business function in the leased area. Currently the department has 106 expired leases that are running on a month-to-month basis.

These are historical leases, whereby the rental escalations have been high, which has had a negative impact on the lease bill. It is the intention of this process to ensure that reasonable market related rentals are agreed upon. The Property Broker will be required to source suitable accommodation within the reasonable market rental rates.

Deliverables:

- Implementation plan - outline the process, methodology to be followed, timelines and other requirements of the rental determination/lease conclusion (including organization capacity).
- Find suitable accommodation
- Preliminary report on the evaluation results and proposed leased rental
- Negotiating the terms and conditions of the lease;
- Facilitate agreements between parties regarding proposed rental rates



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- Drafting of the lease; and get the lease agreement to pre-signing stage

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
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General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

16. Payment
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17. Prices
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

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

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

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

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

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

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

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

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

**28. Limitation of
liability**

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

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

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