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: 018-388-4604
Fax: 086-646-0185

TENDER No: PWR 151/23

FOR

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 151/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 90m² WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 MONTHS

TENDER DOCUMENT

September 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:** _____

public works & roads
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 151/23: Leasing of office space (Existing Building) measuring 90m² with 02 covered parking bays through open tender on behalf of Office of the Premier (Bojanala District Office) in Brits for the period of 36 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**

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 151/23**
Bid Description	**: Leasing of office space (Existing Building) measuring 90m² with 02 covered parking bays through open tender on behalf of Office of the Premier (Bojanala District Office) in Brits for the period of 36 Months**
Closing Time	**: 27th October 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 12th October 2023 at DPWR Offices, Zendelling in Rustenburg @ 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

04/10/2023
.....
DATE

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

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PART T1: TENDERING PROCEDURES

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Department of Public Works and Roads
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T1.1.1 TENDER NOTICE:

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 151/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 90m^2 WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 MONTHS

TENDER NUMBER	: PWR 151/23
CLOSING DATE	: 27 OCTOBER 2023
CLOSING TIME	: 11:00
TENDER VALIDITY PERIOD	: 90 DAYS
BRIEFING SESSION	: COMPULSORY
BRIEFING SESSION VENUE	: DEPARTMENT OF PUBLIC WORKS AND ROADS 1697 ZENDELING STREET, OLD INDISTRIAL SITE RUSTENBURG
BRIEFING SESSION TIME	: 10H00
BRIEFING SESSION DATE	: 12 OCTOBER 2023
DESCRIPTION	: NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 151/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 90m^2 WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 MONTHS

TENDER SUBMISSION REQUIREMENTS: X1 ENVELOPE (SUBMISSIONS MUST BE SUBMITTED INONE ORIGINAL HARDCOPY)

TENDER DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:
THE DEPARTMENT OF PUBLIC WORKS AND ROADS
NGAKA MODIRI MOLEMA ROAD, MMABATHO
OLD PARLIAMENT COMPLEX – GATE HOUSE

public works & roads
Department:
Public Works and Roads
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Ngaka Modiri Molema Road
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Mmabatho
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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: 151/23	CLOSING DATE:	27 OCTOBER 2023	CLOSING TIME:	11H00
DESCRIPTION	**NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 151/23 BID DESCRIPTION: LEASING OF RENTAL SPACE (EXISTING BUILDING) MEASURING 90m² WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 MONTHS**				

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

Modiri Molema Road
Provincial Head Office
Mmabatho
2735

SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
	TCS PIN:		**OR**	CSD No:		
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER	.....		**DATE**			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)						
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE (ALL INCLUSIVE)**			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
CONTACT PERSON	**MS. JOHANNA HART**	CONTACT PERSON	**MR JABULAI MATHABELA**
TELEPHONE NUMBER	**018 388 4476**	TELEPHONE NUMBER	**018 3884604**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	jhart@nwpg.gov.za	E-MAIL ADDRESS	jmathabela@nwpg.gov.za

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North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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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 ONLINE

1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).

1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

1.5. 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 LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

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: .....

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North West Provincial Government
REPUBLIC OF SOUTH AFRICA

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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 **jmathabela@nwpg.gov.za**

2.2 Please note that the last date for request for information pertaining to this tender will be on the:

23 October 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 advertisedto 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 151/23). 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 27 October 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

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description must be endorsed on the delivery note/courier packaging to ensure that documents are 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 tender 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 theTender 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 approvedby 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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Private Bag X2080
Mmabatho
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1. Tender Documents must be completed with ink (Blue or black) and not typed. No correction fluid/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.

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.

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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 Special Conditions of Contract (SCC) **Part C2: Pricing data and Scope of work** C2.1 Pricing Schedule C2.2 Scope of Work **Part C3: Details on operating costs and building requirements** C3.1 Details on operating costs C3.2 Building requirements
F.1.4	The employer's representative is: Name: Jabulani Mathabela Address: Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-4604 E-mail: jmathabela@nwpg.gov.za
F2.1	**Functionality criteria** - The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.
F.2.7	The briefing session will be held on the 12th October 2023 at 10h00 at the address below: Department of Public Works and Roads 1697 Zendeling Street, Old Industrial Site Rustenburg

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Clause Number	
F.2.12	'No alterative 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 and location for submission of tender offers is **11h00 on 27 October 2023 at Gatehouse, Old Parliament Building.**
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)

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FUNCTIONALITY CRITERIA

Office space and parking requirements

- A maximum **90m²** or minimum **72m²** of office space
- Minimum of **2** parking bays

Therefore, a maximum total of **90m²** of workspace is required (Please refer to the space needs sheet in the tender document.

Office grading

The accommodation grading should comply with **minimum Grade C** in line with the **SAPOA** Condition Rating Scale.

The bidder must provide proof of whether the building is an A, B or C grade. Proof of grading must not be older than 12 months and must be issued by an organization/independent professional accredited by South African Property Owners Association (SAPOA) and/or any other equivalent in line with their requirements.

Location and accessibility

The building should be within **Brits**
Preferred location: CBD – 4 points, CBD Periphery – 3 points, Industrial – 2 points

Preferred Locational Zone	Distance
Central Business District	Between 0 – 2km from public transport amenities
Central Business District Periphery	Between 2,1km – 4km from public transport amenities
Industrial	Between 4,1km – 5km from public transport amenities

The building must be closer to public transport routes and be a reasonable walking distance from public transport amenities. The building should also cater for people with disabilities.

- Documentation proofing ownership of the immovable property that is offered; i.e. title deed to prove ownership of the property (such title deed to indicate ownership by the bidder as per the bidder's registered name) or the financial institution through which the bidder is financing the property with supporting documentation such as an offer to purchase, purchase and sale agreement, and the loan/bond agreement must be submitted.

- Bidders must also submit a design or layout plan indicating the size of the property on offer, or from which the size can be accurately calculated.

- Documents to be submitted: Municipal Zoning Certificate, Approved Building Plans, Tenant Layout Plans and Site Development Plans.

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Selection Criteria Table

No	Selection Criteria-Tender Rating Matrix		A Tender rating score 1 – 3	B Weighting	C Tenderer's score (%) =AXB/3
1.	Size: Office space (m^2) as per floor plan	90m^2 (100% of office space) – Floor plans attached as proof	3	60%	
		81m^2 (90% of office space) – Floor plans attached as proof	2		
		72m^2 (80% of office space) – Floor plans attached as proof	1		
2.	Number of parking bays	2 covered parking bays (100% parking bays) – Site Development Plan attached as proof	3	20%	
		1 covered parking bay (70% parking bays) – Site Development Plan attached as proof	2		
		0 covered parking bay (0% parking bays) – Site Development Plan attached as proof	1		
3.	Office condition rating	Grade A – High quality properties providing good access; professionally managed with continued above average maintenance. (Proof of office grading attached)	3	20%	
		Grade B – Generally older buildings but accommodation and finishes are close to modern standards. (Proof of office grading attached)	2		
		Grade C – Buildings in fair condition but with older style finishes, services and building systems. (Proof of office grading attached)	1		

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The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

Proposed Comprehensive Tenant Layout plans and Site Plans of the accommodation offered must be submitted with the bid

SPECIFIC GOALS AS AN EVALUATION CRITERIA

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:

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

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

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 people with disability – (minimum ownership 51%)	10	
	Enterprises based in the North West Province	10	
	MAX POINTS	20	

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

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Disability

Bidders are requested to attach A completed SARS "confirmation of Diagnosis of Disability from a registered medical practitioner, A medical report OR a SASSA disability grant

Locality

Bidders are requested to submit statement of municipality account, title deed and/or letter of occupancy from the Traditional Council as proof of location.

The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

The 80/20 bid evaluation criteria shall be applicable, where:
Price = 80 points
Specific Goals = 20 points

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PART T2: RETURNABLE SCHEDULES

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2735
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Mmabatho
2735
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T2.1 LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable schedules:

Notes to tenderer:

1. 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)
2. Failure to fully complete all the relevant returnable documents may render such a tender offer unresponsive.
3. 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.
4. 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.
5. These forms must be completed in black ink and any alterations made prior to tender closure countersigned by an authorized signatory.

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 authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on ..... Mr/Ms,
.....Whose signature
appears below, has been duly authorised to sign all documents in connection with the tender for **NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO: PWR 151/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 90m² WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 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)

SAMPLE

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FORM A2: SBD 4 COMPULSORY DECLARATION

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.

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

2.2.1 If so, furnish particulars:

……

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.....

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.

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.

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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.

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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
Specific Goals – Ownership and location	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:

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)^{80/20}$$

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 people with disability – (minimum ownership 51%)	10	
	Enterprises based in the North West Province	10	
	MAX POINTS	20	

Ownership will be verified through the Central Suppliers Database by National Treasury and CIPC documentation. In case of JV, the leading partner documentation will be taken into consideration.

Disability

Bidders are requested to attach A completed SARS "confirmation of Diagnosis of Disability from a registered medical practitioner, A medical report OR a SASSA disability grant

Locality

Bidders are requested to submit statement of municipality account, title deed and/or letter of occupancy from the Traditional Council as proof of location.

The threshold is 60% however, if no one qualifies, a second threshold on 50% will be applied.

The 80/20 bid evaluation criteria shall be applicable, where:
Price = 80 points
Specific Goals = 20 points

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]

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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;

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: .....
.....
.....
.....

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Private Bag X2080
Mmabatho
2735
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FORM A4: 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 A5: 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 A6: ORIGINAL CERTIFIED COPIES OF DIRECTORS / MEMBERS / TRUSTEES IDENTITY DOCUMENTS

The tenderer shall attach to this page **original certified** copy of the director's / 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 A7: 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 tenderers offer will be rendered non-responsive in terms of tender condition 5.8.

SIGNED ON BEHALF OF THE TENDERER: .....

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FORM A8: 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.

SIGNED ON BEHALF OF THE TENDERER: .....

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
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PART C1: AGREEMENT AND CONTRACT DATA

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Private Bag X2080
Mmabatho
2735
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C1.1 SPECIAL CONDITIONS OF CONTRACT (SCC)

IMPORTANT BID CONDITIONS AND CONTRACT

Bidders must take cognizance of the details, conditions and requirements stipulated here. (These stipulations can be used as a checklist to ensure all documents are submitted).

1. THE LEASE

- The Standard Lease Agreement will serve as the basis contract between the lessor and the lessee. Editions and/or amendments to the agreement must be agreed upon by both parties.
- The base date for calculation of rent must utilize the prescribed year 2023 needs of the tenant, based on the Space Norms and Standards of the National Department of Public Works.
- Bidders must provide offers for an initial lease period of 36 months as allowed in the bid form.
- The lease agreement and payment of rental will commence from the agreed occupation date.
- In case where the lessor is unable to provide the building on the agreed occupation date, the lessor will be held accountable for providing alternative suitable and similar accommodation to the lessee at the lessor's cost including relocation and other similar costs including relocation and other similar costs the lessee might encounter as a result of the delayed occupation date.
- In case where the lessee occupies the building on a later date than the agreed occupation date, the lessee will be accountable for rental from the first date of the agreed occupation date.
- Rental will escalate on a yearly in line with the national inflation rate and capitalization rate linked to the property.
- Reasonable time will be allowed to achieve various requirements; therefore the anticipated occupation is being determined as follows:

  Space planning and reconfiguration to tenant needs: _____

  Adjustments/renovations, if necessary: _____

  Occupation date: _____

- The successful bidder will be required to meet the final set target dates, which will be agreed on between the department and the building owner subsequent to acceptance of the offer.

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2. CONDITIONS RELATING TO THE RENTAL SPACE AND OTHER ACCOMMODATION TO BE PROPOSED OR OFFERED

- It is a requirement to submit designs or layouts, however, the bidder undertakes to appoint qualified professionals for the design and supervision of the space planning and allocation as per departmental requirements.
- The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation in existing buildings to the specific needs of the department in accordance with the norms and standards of office space, if the bidding property is not currently configured as offices.
- Lettable areas must be determined in accordance with the South African Property Owners Association (SAPOA) method of measuring floor areas in office buildings. The final rental payable will be calculated on the lettable area identified.
- The department is the sole adjudicator of the suitable accommodation for the purpose for which it is required. The department's decision in this regard is FINAL.
- It is a requirement that the accommodation offered, including all equipment and installations must comply with the National Building Regulations and Building Standards.
- It is a requirement that the accommodation offered must comply with the Occupational Health and Safety Act No 85 of 1993. A certificate to this effect must be issued prior to occupation.
- It is a requirement that the building offered must be located within reasonable distance from the local town centre.
- A copy of the building floor plan which indicates floor area measurements must be submitted with the tender document.
- An original copy of the municipal zoning certificate must be submitted to confirm municipal zoning of the building.
- The integrity of the electrical installations and supply must be confirmed by a Certificate of Compliance (COC) prior to occupation.
- A copy of Clearance Certificate indicating that the building offered is clear of any arrears on municipal assessment rates by the Local Municipality must be submitted.
- A copy of Fire Clearance Certificate in respect of the building offered from the Local Municipality must be submitted.
- Verifiable proof of legal ownership (title deed) in respect of the building offered must be submitted.

SIGNED ON BEHALF OF THE TENDERER: .....

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PART C2: PRICING SCHEDULE AND SCOPE OF WORK

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C2.1 PRICING SCHEDULE

NOTE: BIDDERS ARE REQUIRED TO PROVIDE A PRICING SCHEDULE FOR 36 MONTHS PERIOD.

NAME OF BIDDER: .....

TENDER NO.: PWR 151/23

CLOSING DATE: 27 OCTOBER 2023

CLOSING TIME: 11H00

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

LEASING OF OFFICE ACCOMMODATION ON BEHALF OF OFFICE OF THE PREMIER IN BRITS

NB. All tenderers are requested to fully complete the table below, failure to do so will invalidate the bid.

CALCULATION FOR LEASE COST FOR A PERIOD OF 36 MONTHS:

PERIOD	INDICATE SPACE OFFERED IN SQUARE METRES	RATE PER M^2	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL (15% VAT INCLUSIVE)
Year 1			**N/A**	**R .....**	**R .....**
Year 2 (including annual escalation)			**8%**	**R .....**	**R .....**
Year 3 (including annual escalation)			**8%**	**R .....**	**R .....**
TOTAL COST FOR OFFICE SPACE				**R .....**	**R .....**

NORTH WEST DEPARTMENT OF PUBLIC WORKS AND ROADS TENDER NO. PWR 151/23 BID DESCRIPTION: LEASING OF OFFICE SPACE (EXISTING BUILDING) MEASURING 90m^2 WITH 2 COVERED PARKING BAYS ON BEHALF OF OFFICE OF THE PREMIER (BOJANALA DISTRICT OFFICE) IN BRITS FOR A PERIOD OF 36 MONTHS

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Mmabatho
2735
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PERIOD	INDICATE NUMBER OF PARKING BAYS OFFERED	RATE PER PARKING BAY	ANNUAL ESCALATION %	ANNUAL RENTAL	TOTAL ANNUAL RENTAL (15% VAT INCLUSIVE)
Year 1			**N/A**	**R .....**	**R .....**
Year 2 (including escalation)			**8%**	**R .....**	**R .....**
Year 3 (including escalation)			**8%**	**R .....**	**R .....**
TOTAL COST FOR PARKING				**R .....**	**R .....**
TOTAL COST OF OFFICE SPACE AND PARKING FOR A PERIOD OF 36 MONTHS				**R .....**	**R .....**

NB. Operating expenses must be included in the rental amount. These expenses include as a minimum, but not limited to, building insurance and maintenance, building compliance to Health and Safety requirements, general maintenance, repairs of electrical installations, air conditioning, landscaping, pest control, custodial and trash removal services.

SIGNED ON BEHALF OF THE TENDERER: .....

Ngaka Modiri Molema Road
Department of Public Works and Roads
Private Bag X2080
Mmabatho
2735
Tel: 018-388-4604
Fax: 086-646-0185

C2.2 SCOPE OF WORK

Leasing of rental space on behalf of the Office of the Premier (Bojanala District Office) in Brits for a period of 36 months in line with the space needs stipulated below:

SPACE NEEDS

RANKS/SALARY LEVEL	NUMBER OF WARM BODIES	ACTUAL SPACE NEEDED AS PER ESTABLISHED NORMS & STANDARDS (Square meters)
1	-	-
2	01	06
3	-	-
4	-	-
5	02	16
6	-	-
7	-	-
8	01	12
9	02	32
10	-	-
11	-	-
12	-	-
13	-	-
14	-	-
Total number of warm bodies and office space	**06**	**66**
Provision for other support space(Boardrooms, Ablutions, stores, kitchen and parking areas	Boardroom (30-seat capacity), storeroom, filing room, registry, kitchen, ablution blocks for male, female and disabled people (25% of 66)	**17**
	2 covered parking bays based on the Madibeng Municipal Town Planning scheme i.e. 3 reserved parking bays for every 100m of office space: $66m^2$ x 3/100	2 parking bays at approx. $18m^2$ @ each, total square meters for parking **$36m^2$**
	10% allowance for growth	**$7m^2$**
	TOTAL	**square meters (excluding parking) $90m^2$**

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PART C3: DETAILS ON OPERATING COSTS AND BUILDING REQUIREMENTS

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Mmabatho
2735
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C3.1 DETAILS ON OPERATING COSTS

A. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSEE (DEPARTMENT):

- Utilities (water and electricity usage)
- Sanitary services
- Security services
- Domestic cleaning services
- Consumable, i.e. toilet paper, soap, towels, etc.
- Information and telecommunication equipment and its installation costs

B. THE FOLLOWING COSTS WILL BE THE RESPONSIBILITY OF THE LESSOR (BUILDING OWNER):

- Maintenance (external building and interior building)
- Landscaping (upkeep and maintenance)
- Refuse removal
- Air conditioning (repairs and servicing)
- Lifts (repairs and servicing)
- Fire prevention and fighting (provision of equipment, repairs and servicing)
- Building insurance (including increases)
- Municipal rates and taxes (including increases)

C3.2 BUILDING REQUIREMENTS

Security

- Provision should be made for escape routes in the building for emergency situations.
- The building must be securely protected against burglary to the satisfaction of the department.

Offices and Partitioning

- The rental office space will be required to be remodeled to the department's specifications and interior changes made where partition walls shall be used to divide the total floor area of the building into office and other areas required.
- The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 Hertz. This factor has a bearing on complete wall sections including glass and doors if any.
- Partitioning of office areas will be done according to the department's needs and requirements.
- As a general standard, an average passage width with a minimum of 1.5m shall be provided. Where certain functions within the building necessitate wider passages, those specific areas will be identified and the passage width specified as part of the rental space particulars.
- The building must have natural ventilation and natural light.

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Power points

- Offices and other rooms where electrical appliances will be used shall be fitted with a double 15 amps' socket outlet for every 12m^2. The department shall indicate any additional socket outlets, which are required in the accommodation particulars for special services.
- The wiring and securing of electrical circuits shall be such that computer equipment can be run from separate UPS outlets in each area where computers are used.
- Electrical circuits for socket outlets shall be secured by means of single-phase earth leakage relays having a sensitivity of 25 amps.

Office interior lights

- Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:
  a) Reception areas 100 lux
  b) General offices 300 lux
  c) Specialized offices 500 lux (drawing rooms, etc.)
  d) Passages 50 lux
  e) Auditoriums and conference rooms 100 lux
  f) Classrooms and store rooms 200 lux
  g) Parking 50 lux

Site lighting

- Floodlights must be provided on the premises for proper patrol during the night.

Floor to ceiling heights

- A clear floor to ceiling height of as close as possible to 2,7m throughout shall be maintained in all genera areas of the building. Where a certain function inside the building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars.
- Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

Ablution facilities

- Ablution facilities for both male and female must comply with the National Building Regulations and Building Standards.

Floor covering

- Floor covering will be as per the preference of the client.

Walls and finishes

- All walls and ceilings, whether painted or finished otherwise, shall be according to the department's corporate identity.
- Walls in kitchens, stairs, entrance halls and toilets shall be washable, hardwearing and acceptable to the department.

Facilities for cleaners

- On every floor of a multi-storey building or for every 1 350m^2 gross floor area, a cleaner's rooms of not more than 6m^2 shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4-metre-long shelves and sufficient cross ventilation, preferably by means of

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an outside window.

Registries

- Registries must have service counter and must be fitted with suitable security barriers/grills/glazing to the satisfaction of the department.

Server Room

- Air conditioner with minimum rating of 9000 BTU
- Fire detection system
- Fire suppression system

Standby generator

- An emergency generator as a backup to electricity supply is required for business continuity
- Energy saving building

Water Storage Tanks

- There must be water storage tanks and/or borehole in the premises

Accessibility

- Access for people living with disabilities - ramps, lifts if offices not on ground floor, signage.
- Be within reasonable walking distance from taxi rank or public transport route.
- Must be frequented by a substantial number of people during working hours for easy walk-in.

Inspection

- The department considers it a condition of contract that in consultation with the Lessor and with reasonable frequency during the process of refurbishment or reconfiguration, its property inspector/s shall be given access to the building. The inspector's approval of any part of the building does not exempt the lessor from complying with minimum standard requirements. A deviation from the minimum requirements may only be allowed with formal approval from the department.

Availability

- Any alterations/ refurbishments by the bidder to meet the department's requirements must be completed prior to the occupation date.

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.

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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 (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.