

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER: LDPWRI-P/20332 CLOSING DATE: 25 AUGUST 2022 CLOSING TIME: 11H00

DESCRIPTION: **ACQUISITION OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS (COGHSTA) FOR A PERIOD OF FIVE (05) YEARS.**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
 CNR RIVER & BLAAUBERG STREET
 LADANNA
 25-08-2022
**SECRETARIAT
LIMPOPO PROVINCE**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

| | | | |
|------------------|-----------------------------|------------------|------------------------------|
| CONTACT PERSON | MOLOTO MV | CONTACT PERSON | SHIVURI NE |
| TELEPHONE NUMBER | 015 284 7142 | TELEPHONE NUMBER | 015 284 7654 |
| FACSIMILE NUMBER | N/A | FACSIMILE NUMBER | N/A |
| E-MAIL ADDRESS | molotoMV@dpw.limpopo.gov.za | E-MAIL ADDRESS | shivuriNE@dpw.limpopo.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 |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

| | | | |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |
|---|--|--|--|

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

| | |
|---|--|
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

| |
|--|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. |
| 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. |
| 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE." |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

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

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

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

| | |
|--------------------------|-------------------|
| Name of Bidder..... | Bid number..... |
| Closing Time 11:00 | Closing date..... |

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

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

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

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

| FACTOR (D1, D2 etc. eg. Labour, transport etc.) | PERCENTAGE OF BID PRICE |
|--|-------------------------|
| | |
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B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

.....
.....

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.

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

| | POINTS |
|--|------------|
| PRICE | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

| | | |
|--|--|--|
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT _____ registration
number:.....

8.3 Company _____ registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

| |
|--|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> |
|--|

| |
|---|
| <p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|---|

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

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.

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.

ANNEXURE A

LIMPOPO PROVINCE
DEPARTMENT OF PUBLIC WORKS ROADS
AND INFRASTRUCTURE

**SPECIFICATIONS FOR THE LEASE OF BUILDINGS FOR
OFFICE ACCOMMODATION IN MOKOPANE, MODJADJI AND
MOHLALETSE FOR THE DEPARTMENT OF CO-OPERATIVE
GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL
AFFAIRS.**

REQUIREMENTS

1. **GENERAL**

This specification forms part of the Tender document / written offer of the tenderer and must be initialed and submitted along with all other documents.

Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the tenderer and on the drawings. The fact that the Department checked the documentation and approved thereof does not exempt the tenderer from the responsibilities with regard to the fulfillment of the requirements of this specification.

2. **CONSTRUCTION AND APPEARANCE OF THE BUILDING**

The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Public Works Roads and Infrastructure. The building shall be fully assessable to handicapped persons. Ramps and lifts to be provided.

The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act 1983

(Act 85 of 1993, as amended. A certificate to this effect must be submitted.

3. **SECURITY**

The security of government property is of great importance due to the function being fulfilled. Reachable window openings must be protected with burglar bars and windows of storage rooms must have burglar bars in front of the entire window. Entrance halls must be equipped with a counter for security purposes. Security gates shall also be provided at the entrance of the building.

4. **MATERIAL AND FINISHES**

All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.

Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Public Works, Roads and Infrastructure.

5. **AIR-CONDITIONING**

Air-conditioning is a requirement and should be conducive for work environment and ICT facilities.

6. **FACILITIES FOR CLEANERS**

On every floor of a multi-storey building or for every 1350m² gross floor area a cleaner's room of not less than 3m² shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window.

7. FLOOR COVERING

Floor covering must be of an acceptable standard and quality, and further to be discussed with the Department and be agreed upon.

8. ROOM AREAS AND PARTITIONS

Moveable partition walls shall be used to divide the total floor area of the building into office and other areas as required. The walls shall have a noise reduction factor of not less than 45dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any.

The Bidder shall be responsible for the installation of blinds

9. FLOOR TO CEILING HEIGHTS

A clear floor to ceiling height or as close as possible to 2,7 m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific area 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.

10. RECORD ROOMS/STRONG ROOMS

Record rooms shall be rooms with category 1 record room door which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Public Works, Roads and Infrastructure and must have fire resistance of at least 1½ hours except if specified otherwise by the Department of Public Works Roads and Infrastructure. Record /strong rooms shall have shelving.

11. **DOORS, LOCKS AND KEYS**

All offices shall be provided with a door of at least 900mm wide and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the departmental representative upon occupation of the building. Two master keys, which can unlock the locks of all offices, shall also be provided.

12. **TOILET FACILITIES**

The following norms shall be applied:

Male - staff and public

One WC for every 15 persons to a total of 60 and thereafter one for every 35 additional persons or part thereof. One urinal for every 15 persons to a total of 30 and thereafter one for every 30 additional persons or part thereof. One wash hand basin for every two WC's.

Female - staff and public

One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

Handicapped persons

Toilet facilities for handicapped persons have to be provided according to norms and standards.

13. **TELEPHONES AND FAXSIMILE MACHINES**

Each office, conference room and security control area shall be fitted with a telephone connection facility in accordance with the requirements of telco Service Providers.

The user department itself will negotiate with Service Provider as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and cable trays.

Connecting points for fax-machines and other related unified communications infrastructure will be discussed with the successful Tenderer prior to occupation.

14. POWER POINTS

Offices and other rooms where electrical appliances can be used, shall be provided with 15 A socket outlets. In offices two socket outlets shall be provided for every 12m² or part thereof. The Department of Public Works Roads and Infrastructure shall indicate any additional socket outlets, which are required, in the accommodation particulars for individual services. The wiring and securing of electrical circuits shall be such that an electrical heater as well as computer equipment can be run from the socket outlets in each office.

Due to the fact that the Department will be serviced by a computer network system sufficient provision must be made for conduits for cabling and provision of additional power points will be needed and red plugs connected to power back up system. Three phase power in line with requirements for connection to and uninterruptable Power Supply and Server room computer systems is required,

The building should be supplied with a stand-by generator and stand-by water tank.

15. LIGHTING

Each office shall be provided with its own light switch in a suitable position near the door. Separate switches for the storage and offices. Lighting conforming to the following standard must be provided:

| | |
|------------------|---------------|
| Reception areas | 100 lux |
| General offices | 300 lux |
| Drawing offices | 500 lux |
| Passages | 50 lux |
| Auditoriums | 100 lux |
| Conference rooms | 100 lux |
| Classrooms | 200 lux |
| Libraries | 300 – 400 lux |
| Store rooms | 200 lux |
| Parking | 50 lux |

The lighting levels all measured at working plane.

16. **INSPECTION**

The Department of Public Works Roads and Infrastructure considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building to ensure that the specified minimum standards are complied with. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements.

17. **SIGNAGE**

The lessor must provide signage indicating Office numbers, fire escapes, Fire Hoses/Cylinders, as well as toilets and disabled Routes /facilities.

18. **PEOPLE WITH DISABILITIES**

The Department of Public Works Roads and Infrastructure makes it a condition that the building must be sensitive to the people with disabilities, giving them ease of access and usage. Refer to the National Building Regulations.

19. **GENERAL**

a. Emergency exits and fire-fighting equipment must be provided according to the National Building Regulations.

b. Parking space must be available in the building.

Parking spaces available:

Closed covered parking (lockable) _____

Covered open car-port _____

c. This accommodation is needed as a matter of urgency and available accommodation will therefore be occupied as soon as possible.

d. All items should comply with the National Building Standards.

e. Enclosed herewith is the Government's Standard Lease Agreement.

OFFICE ACCOMMODATION NEEDED

DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS

The office space required for this Department must be in line with the attached organogram and the areas allocated to each post.

NB: Office areas as shown are only minimum indications of the office areas needed. This does not include entrance halls, pathways, toilets etc. and is the net area needed and should only be used as a guideline. Tenderers must also deliver the total gross area that they offered.

* Storage areas should comply with the permitted workload according to the National Building Regulations for filing and storage areas (5k N/m²)

QUESTIONNAIRE

If the required information regarding each item cannot be completed in the space allowed, additional information may be supplied on a separate sheet with distinct reference to the particular questionnaire number

A **DETAIL OF PROPERTY/ ACCOMMODATION PRESENTED**

1. _____
2. Physical _____ Address
3. Address _____ of _____ building
4. Stand _____ number
5. Municipal valuation if whole building is involved:

6. Name _____ of _____ building

Short description of improvements

7. Finishes of tender accommodation:

Floors _____

Walls _____

Ceilings _____

8. Gross floor area of accommodation _____

9. Nett area available for office and related facilities: _____

10. Air-conditioning: Type _____

B. TENDER PARTICULARS

1. Expiry date of tender: _____

2. Occupation date: _____

3. Date of Commencement of Agreement: _____

4. If subject to existing lease agreement : Date of expiry: _____

5. Renewal date: _____

6. Useable net floor area:
(does not include ablution and circulation areas) _____

7. Also note gross floor area:

Ablution: _____ Circulation area _____
(Passages)

8. Value Added Tax Number

9. Rentable area (monthly rate)

| | | | | | | | |
|----------|---|----------------------|---|-----------------|-------|---|-----------------|
| Offices: | R | /m ² +VAT | R | /m ² | TOTAL | R | /m ² |
| Stores: | R | /m ² +VAT | R | /m ² | TOTAL | R | /m ² |
| Other: | R | /m ² +VAT | R | /m ² | TOTAL | R | /m ² |

10. Available parking (quantity and area per parking):

| | | |
|----------|------------|--------|
| Covered: | (Quantity) | (Area) |
| Open: | (Quantity) | (Area) |
| Tandem: | (Quantity) | (Area) |
| Other: | (Quantity) | (Area) |

11. Lettable parking (monthly rate):

| | | | | | | |
|---------|---|------------|---|---------------|---|------|
| Covered | R | Each +VAT | R | Each = Total: | R | Each |
| Open | R | Each +VAT | R | Each = Total: | R | Each |
| Tandem | R | Each +VAT | R | Each = Total: | R | Each |
| Other | R | Each +VAT: | R | Each = Total: | R | Each |

| |
|---|
| |
| |
| |
| |
| Amount concerned: _____ |
| VAT: _____ |
| TOTAL AMOUNT: _____ (Amount carried to Form of Tender) |

- 14. Rent adjustment (escalation 6.8% per annum) _____
- 15. Value added tax number
(VAT No.)
- 16. Sketches or drawings of the office accommodation must be supplied for
evaluation. Complete details must be supplied:

C. RESPONSIBILITIES
(Mark where applicable)

Liabilities for the payment of maintenance, repairs and other expenses will be as set-out in clause 13 of the Government's Standard Lease Agreement.

| GOVERNMENT | LESSOR | ESTIMATED COST PER MONTH (must be indicated) |
|------------|--------|---|
| | | |

1. Water consumption _____
2. Electricity consumption _____
3. Sanitary services _____
4. Refuse removal _____
5. Domestic cleaners _____
6. Toilet paper, soap, towels, etc. _____
7. Overheads _____

8. Maintenance:
Internal: overall: _____
Internal: normal wear and tear: _____
External: _____
Garden: _____
9. Cost of tenant requirements: _____
10. Air-conditioning maintenance: _____
11. Escalator maintenance: _____
12. Security system maintenance: _____
13. Floor finishes: normal wear and tear: _____
14. Cost of Agreement: _____
15. Stamp duty (Lessor is responsible under Article 77 of 1968): _____
16. Assessment rates increases: _____
17. Insurance increases: _____

| | GOVERNMENT | LESSOR | ESTIMATED COST PER MONTH (must be indicated) |
|---------------------------------------|------------|--------|---|
| 18. SASRIA insurance | | | |
| 19. Municipal service tariff increase | | | |

20. Fire extinguishing equipment: _____
21. Other conditions not listed:
- a) _____
- b) _____

D. AGREEMENT

Mark where applicable

1. Agreement of the Government

YES

NO

2. Language preferred

English

Afrikaans

E. DETAILS OF PAYMENT

1. Person/Company to whom the cheque must be issued _____
2. Postal address _____
3. Code _____

F. INCOME TAX REFERENCE NUMBER

(In terms of Section 69 of the Income tax Act 1962
Article 58 of 1962 as amended) _____

G. REMARKS

**SIGNATURE OF OWNER/
AUTHORISED REPRESENTATIVE**

DATE

H. EVALUATION CRITERIA

Received bids will be evaluated on compliance to specification, administrative compliance, price and Physical assessment of the building.

1. Administrative Compliance

- Non- compliance to the administrative requirements will automatically disqualify the bidders.
- Completion of the bid document must be done with a permanent ink.

The following documents are to be submitted with the bid:

- Tax compliance CSD summary report not older than one month before the closing date.
- Sworn affidavit/BBBEE Certificate issued by SANAS.
- Architect's plans of the building must be included in the tender. Signed Certificate by the Architect confirming the grading and the lettable area of the building must be included in the tender.

The following are regarded as disqualifiable and non- compliance to administrative requirements:

- Failure to complete the BoQ in full

- Price amendments without signature
- Usage of correction fluid
- Completion of the bid document with a pencil
- Inclusion of VAT by non VAT vendors
- Non- completion and/ or non-signing of the standard bidding documents (SBD)/forms
- Failure to attach proof of ownership.

2. Physical assessment of the building

Bidders that pass through administrative compliance criteria, their prospective buildings will further be subjected to physical assessment that will be conducted according to the specification of the user Department.

3. Preference points claim in terms of the preferential procurement

All qualifiers will be evaluated on the 80/20 preferential points as follows:

- Price: 80
- B-BBEE: 20

Preference points claim in terms of the preferential procurement
Specific Goals will be awarded points as follows:

| B-BBEE STATUS LEVEL OF SUPPLIER | NUMBER OF POINTS |
|---------------------------------|------------------|
| 1 | 2 |
| 2 | 18 |
| 3 | 14 |
| 4 | 12 |
| 5 | 8 |
| 6 | 6 |
| 7 | 4 |
| 8 | 2 |
| NON – compliant contributor | 0 |

FORM OF OFFER/BOQ

Tenderers must thoroughly acquaint themselves with the details, conditions and stipulations as set out in this annexure.

The required buildings are as follows:

| NO | OFFICE | AREA | EXTENT | PERIOD OF LEASE | RATES PER SQUARE METER(m ²) | AMOUNT |
|----|---|------------------|----------------------|-----------------|---|--------|
| 1. | Mokopane office Mogalakwena Local Municipality | Mokopane | 395,68m ² | 5 yrs. | | |
| 2. | Modjadji offices Greater Letaba Local Municipality | Madumele ng Area | 397,52m ² | 5 yrs. | | |
| 3. | Mohlaletse offices Fetakgomo-Tubatse Municipality | Mohlaletse | 397,52m ² | 5 yrs. | | |

IMPORTANT TENDER CONDITIONS

1. Parking should be provided as prescribed in the applicable town planning or land use scheme of the respective Local Municipality.
2. The building required should be a B-Grade building and the date of occupation should be within one month from the date of signing the lease agreement.
3. The building should meet all the requirements and by-laws of the respective Local Municipality.
4. The storage place should not be next to the kitchen or ablution facilities.
5. Tenderers should meet requirements of other laws and regulations, standards, and specifications regarding buildings.
6. Sketches and drawings of the office accommodation must be supplied for evaluation. Failure to submit such sketches will disqualify tenderers.

7. The service provider must be registered with Central Supplier Database (CSD) and provide CSD summary report.
8. Failure on the part of the tenderer to sign the tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respect, may invalidate such tender.
9. Where preference affidavit is not filled in, no preference points will be given.
10. Tenders must be submitted on the official forms and should not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's own conditions of tender, when called upon to do so may invalidate the tender.
11. Alternative offers will be considered if submitted on the official Tender Form and comply with the set norms and accommodation needs. Additional offers may be submitted against any item but only on a photocopy of the relevant page or on another Form, which may be requested. Any other additional offers made in any other way will be disqualified.
12. The Form of Tender may not be retyped or recompiled.
13. If any of the conditions contained in this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions shall apply.
14. Any tender which is not accompanied by written proof that the tenderer is authorised to offer the building(s) for rent will not be considered. In the case of a company/closed corporation a resolution which authorises the representative/agent to sign on behalf of the Company/closed Corporation must be attached. Proof of Registration with the South African Property Owners Association (SAPOA) must be submitted.
15. The Department of Public Works Roads and Infrastructure reserves the right to appoint and to negotiate price.
16. The Department of Public Works Roads and Infrastructure shall in no way be responsible for or bound to negotiations that the user may or might have conducted with a lessor or owner of a building.

17. It is a requirement that the accommodation offered, including all equipment and installations, must comply with National Building Regulations.
18. The tenderer must include a Maintenance Plan in the tender. (It is proposed that Bidders be afforded time to fully maintain their buildings and the amount be amortized throughout the contract)
19. The commencement date from which rental will be payable or the lease shall begin is subject to the approval of Department of Public Works Roads and Infrastructure. The rates for the offer should be market related. (The rates for the offer will be as per the Rode Report.)
20. No tenders sent by facsimile will be accepted.
21. The successful tenderer shall be responsible for the supply of the occupational Certificate before the occupation of the building takes effect.
22. Minor changes are expected for the partitioning as part of the organizational structures and tenderers are advised to take into consideration such changes during tender.
23. This annexure is part of the tender documentation and must be signed by the tenderer.
24. These conditions form part of the tender and failure to comply hereto will invalidate the tender.
25. The successful tenderer will enter into an agreement with the User Department.
26. Tenders are not limited to any number of bids.
27. The bill of quantities must be completed in full and no space shall be left open, in office accommodation where there is no intention to bid it should be indicated as such.
28. All rates shall be inclusive of direct and indirect cost of the service.
29. Rates are per year and office accommodation, no price adjustments shall be effected during the contract period.

30. The Department reserves the right to negotiate the rate/price with potential bidders.
31. The successful bidder will be awarded contract for office accommodation for a period of 05 years.

DECLARATION

32. I/We herewith offer to provide the Government with all the suppliers and/or services, or any thereof, as described in these documents in accordance to the stipulations, conditions and specifications included in the Tender documentation (which forms part of this tender) at the prices and conditions concerning time of delivery and/or implementation as detailed in this document.
33. I/We accept that:
 - 33.1 my/our tender and its acceptance by the Department of Public Works Roads and Infrastructure shall constitute a binding contract between me/us and the Government
 - 33.2 This tender is subject to the regulations, conditions and procedures as laid down by the Department of Public Works Roads and Infrastructure.
 - 33.3 should it happen that I/we withdraw my/our tender unilaterally within the period agreed for acceptance of the Tender, or fail to give effect to the Contract as required or fail to sign a contract in terms of the accepted tender after being requested to do so, the Head of Department shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender from those received with mine/ours, or to call for fresh tenders or otherwise arrange for the execution of the Works, and I/we shall pay on demand any additional expense incurred by the Head of Department because he has had to adopt any of the said courses, as well as either the difference between my/our tender and any less favourable tender accepted by the Head of Department or the difference between my/our tender and the cost of execution of the Works by the Head of Department as well as any other amounts which the Head of Department has to pay to have the works completed.
 - 33.4 if my/our tender is accepted, the acceptance thereof may be communicated to me/us by letter or order through the ordinary post or telegraph, and that the Post or Telegraph Office as the case may be shall

be regarded as my/our agent, and that delivery of such acceptance to the Post or Telegraph Office shall be regarded as delivered to me/us.

34. I/we furthermore confirm that I/we have satisfied myself/ourselves to the correctness and validity of my/our tender, that the price(s) and rate(s) cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any errors regarding price(s) and calculations will be at my/our own risk.
35. I/we accept liability for the proper completion of all obligations and conditions of this contract.
36. I/we agree that any proceedings resulting from this Contract may be instituted in all respects against me/us and I/we undertake to comply to any sentence or judgement according to such proceedings against me/us.
37. I/we declare that I/we participated/not participated in submitting any other tender for the supply/services as detailed in the attached documents. If affirmative, supply name of tenderer(s) concerned:
-
38. Are you duly authorised to sign the tender? * Yes/No
(Applicable proof must be attached)
39. Is the Declaration of Interest duly completed and handed in along with the Form of Tender? * Yes/No

I/WE TENDER FOR THE SERVICES AS INDICATED HEREIN, SUBJECT TO THE CONDITIONS CONTAINED IN COVERING TENDER FORMS AND, THE CONTENTS OF WHICH I/WE ACKNOWLEDGE MYSELF/OURSELVES TO BE FULLY ACQUAINTED WITH.

**SIGNATURE OF TENDERER/
AUTHORISED REPRESENTATIVE**

DATE