



**BID DESCRIPTION:**

**Appointment of a service provider to provide Office Space and Accommodation for the HSRC Cape Town office for a period of five (5) years.**

**BID NUMBER:               HSRC/01/2022/23**

## **1. BACKGROUND OF THE HSRC**

The HSRC is looking for a suitable building to accommodate the Cape Town Regional Office for approximately 139 staff members, the building must allow for future growth in the event the work from home ratio decreases. The HSRC was established in 1968 as South Africa's statutory research agency and has grown to become the largest dedicated research institute in the social sciences and humanities on the African continent, doing cutting-edge public research in areas that are crucial to development.

Our mandate is to inform the effective formulation and monitoring of government policy; to evaluate policy implementation; to stimulate public debate through the effective dissemination of research-based data and fact-based research results; to foster research collaboration; and to help build research capacity and infrastructure for the human sciences.

## **2. SPECIAL INSTRUCTIONS TO BIDDERS**

- 2.1. Bidders shall provide full and accurate answers to the mandatory questions posed in this document. Bidders must substantiate their response to all questions, including full details on how their proposal/solution will address specific functional requirements. All required documents must be supplied as part of the submission.
- 2.2. Bidders must be registered on the National Treasury Central Supplier database (CSD) prior to submitting a bid. Note: Bidders registration on CSD will be verified.
- 2.3. Bidders who do not comply with the mandatory requirements will not be considered.
- 2.4. The bid must be valid for 90 days after tender closing date, bidders may withdraw from the bid with written notice without penalty.

## **3. Requirements**

- |                                  |   |
|----------------------------------|---|
| 3.1. Premises                    | Minimum 1500m <sup>2</sup> floor plates over, 1 or 2 floors (max 3 floors).       |
| 3.2. Office Grade                | Grading A or P as per SAPOA or Rode Report definition.                            |
| 3.3. Initial Lease Period        | 5 years.  |
| 3.4. Renewal Period              | 3 or 5 years.   |
| 3.5. Annual Escalation           | Bidder to propose own Annual Escalation %. To be negotiated.                      |
| 3.6. Size (GLA)                  | Approximately 3142m <sup>2</sup> (a 10% variance will be allowed).                |
| 3.7. Total Building Size         | Total Building Gross Lettable Area (GLA) cannot be less than 5000m <sup>2</sup> . |
| 3.8. Location                    | See paragraph 5.2 below.  |
| 3.9. Deposit                     | None.   |
| 3.10. Staff Parking              | 70 Bays (No tandem Bays)  |
| 3.11. Bid Closing Date           | See closing date under Submissions section 7.                                     |
| 3.12. Beneficial Occupation Date | 15 February 2023.   |
| 3.13. Commencement Date          | 1 March 2023.   |
| 3.14. Award of contract date     | On or about 30 October 2022   |
| 3.15. Lease signed by            | On or about 10 November 2022  |

#### 4. **MANDATORY REQUIREMENTS**

*Failure to comply with any of the mandatory requirements will immediately disqualify the bid.*

No.	Mandatory documents to be provided by bidder	Provided YES or NO
<b>Compulsory Meeting</b>		
4.1	Did a representative attend the compulsory virtual briefing session?	
<b>Proof of Ownership</b>		
4.2	A title deed. If the bidder is not the owner, the contract with the landlord must be provided.	
<b>Building Requirement</b>		
4.3	A zoning extract is to be provided.	
4.4	Proof (Engineering Letter) that the area demarcated for the book storage has the adequate load bearing capacity in accordance to SAN10400 South African Building Standard.	
<b>Bidder agrees to provide the following certificates on completion of Tenant Installation.</b>		
4.5	Occupancy Certificate	
4.6	Electrical certificate of compliance.	
<b>Insurance</b>		
4.7	Submit evidence of risk insurance schedule covering the entire the building.	
<b>Completed Draft Lease Agreement</b>		
4.8	Submit a completed draft lease for the HSRC (Not only a template).	
<b>Floor Plan</b>		
4.9	Submit a floor plan of the proposed office layout with a schedule of finishes.	
4.10	The bidder agrees to complete the fit out for the HSRC according to the submitted plans.	
<b>Mandatory Disclosure Form</b>		
4.11	Complete and submit the mandatory disclosure form (Annexure A)	
<b>ICT Requirement</b>		
4.12	The building must be connected to the SANREN/TENET network by the occupation date.	
<b>Backup Power</b>		
4.13	Backup power of not less than 200KVA to be provided, with full redundancy excluding HVAC, to the HSRC premises.	
<b>Premises</b>		
4.14	The premises offered to the HSRC must be over 1 or 2 floors (Max 3). The total building GLA must not be smaller than 5000m <sup>2</sup> . Floors must preferably be consecutive. Minimum floor plate size of 1500m <sup>2</sup>	
<b>CEO &amp; DCEO Offices</b>		
4.15	The CEO and DCEO and supporting admin staff offices, and one 10-seater meeting room must have separate access control.	
<b>Parking Requirements</b>		
4.16	70 Secure parking bays to be provided onsite. Tandem parking is not permitted.	
<b>Surveillance and Alarm systems</b>		
4.17	The building must be fitted with a camera surveillance system.	
<b>Noise Pollution</b>		
4.18	The premises cannot be above or next to a supermarket or a gym. The leases premises needs to be in a low noise environment, suitable for academic research.	

## **5. FUNCTIONAL SPECIFICATION**

### **5.1. THE LEASE ARRANGEMENT**

- 5.1.1. The rental bid must be for the completed premises.
- 5.1.2. The landlord must be willing to undertake all refurbishments on behalf of the HSRC. The refurbishment cost must be amortized and shown in the Pricing Schedule.
- 5.1.3. The landlord must be willing to include a clause in the lease agreement regarding the right of first refusal where the building will be first offered to The HSRC should it be up for sale subject to the HSRC adhering to its Supply Chain Management Policy.
- 5.1.4. No deposit will be paid for the rental of the premises or parking.
- 5.1.5. A snag list shall be prepared and submitted within 30 days of occupation to the landlord, who will attend to the defects within 30 days of receipt thereof, or a longer period agreed by both parties.
- 5.1.6. The lease agreement must not have a penalty if the lease is not renewed, and the lease must not require the premises to be white or grey boxed upon exit.
- 5.1.7. The lease agreement shall incorporate a right of first refusal to any additional space that becomes available for the duration of the lease.
- 5.1.8. Occupation Certificate should be provided by the landlord within three (3) months after occupancy.
- 5.1.9. The premises shall be measured using the SAPOA 'Method for Measuring Floor Area's in Buildings'
- 5.1.10. The lease agreement shall include a clause affording the HSRC to remeasure the premises for up to 3 months after commencement. Rental shall be adjusted according to the new measurements if applicable.
- 5.1.11. The lease to incorporate a rent reversion to market for the renewal period.

### **5.2. THE LEASED BUILDING SIZE AND LOCATION:**

- 5.2.1. The building must be preferably located in one of the following nodes of Cape Town:
  - 5.2.1.1. Cape Town CDB, Foreshore or the Victoria & Alfred Waterfront, or
  - 5.2.1.2. Woodstock, Salt River and Observatory, or
  - 5.2.1.3. Mowbray, Pinelands and Newlands
- 5.2.2. The building must be in a convenient and safe area which is in close proximity, within 1.2km radius to public transport facilities such as bus terminals, taxi ranks and/or train stations.
- 5.2.3. The building should be located close to amenities such as restaurants, cafes, and retail stores etc.

### **5.3. BUILDING – GENERAL REQUIREMENTS**

- 5.3.1. The building must be an existing complete structure.
- 5.3.2. The total lettable area of the building offered must not be less than 5000m<sup>2</sup> (as per SAPOA), allowing for future growth.
- 5.3.3. Accommodation must preferably be on consecutive floors.
- 5.3.4. The landlord to provide proof that the building and leased premises are fully compliant to general building regulations and to all Local Authorities by-laws.
- 5.3.5. The building must have Fire Detection and Prevention Infrastructure.
- 5.3.6. The landlord must maintain the exterior of leased premises together with common areas for the duration of the agreement.

- 5.3.7. The building should have fully functional blinds installed on external windows at date of occupation.
- 5.3.8. HSRC signage on the exterior of the building is preferable.
- 5.3.9. HSRC signage in the foyer and parking area is a must
- 5.3.10. The building must have access for people with special needs/ disability or make an undertaking to avail for such before occupation (e.g., wheelchair ramp).

**5.4. PARKING:**

- 5.4.1. The HSRC requires 70 secure on-site parking bays of which 2 will cater for physically disabled people.
- 5.4.2. The Lease must incorporate a right of first refusal to any additional parking coming available for the duration of the lease.
- 5.4.3. Tandem parking bays will not be permitted.
- 5.4.4. The building must have at least 50 visitor parking bays in addition to the 70 parking bays.

**5.5. BUILDING SERVICES:**

- 5.5.1. The building should have goods and passenger lifts.
- 5.5.2. Ablution facilities, including facilities for the physically disabled must be available on every floor level of the leased premises.
- 5.5.3. The building must be fully air-conditioned and ventilated as per the Occupational Health and Safety standards and make provision for a staff compliment of 139 by the date of occupation.
- 5.5.4. Back-up generator power supply must be available in the event of power failure for the entire premises providing full redundancy (Excluding HVAC) to the HSRC.
- 5.5.5. The building on offer must have its own separate Electric Distribution Board(s) and respective meter reader per floor.
- 5.5.6. The property must have a 24-hour manned security with armed response for the duration of the lease.
- 5.5.7. The building must have existing fibre and Telkom connections.

**5.6. TENANT INSTALLATION**

- 5.6.1. The Landlord is required to deliver completed premises ready for occupation as defined in this document.
- 5.6.2. The Landlord to provide a schedule of finishes, if the bid is accepted and the HSRC requires better finishes or deviates from the bid the HSRC will pay the difference, which cost will be amortized over the period of the lease.

**5.7. SPACE PLANNING**

The bidder must provide a draft space plan with the bid proposal outlining the proposed office layout to fit the HSRC office requirements.

## 5.8. GENERAL MAINTENANCE

The Lease agreement will make the landlord responsible for the maintenance and compliance of the following for the duration of the lease:

- 5.8.1. All lifts.
- 5.8.2. Windows.
- 5.8.3. Roofs.
- 5.8.4. HVAC & Fresh air.
- 5.8.5. Ablution Hygiene equipment in common areas
- 5.8.6. Electrical supply: (Up to Distribution board).
- 5.8.7. Fire Protection, Detection and Suppression.
- 5.8.8. Plumbing: Up to kitchens and internal ablutions.
- 5.8.9. Common areas: Maintain and up-keep of electrical reticulation.
- 5.8.10. Grounds and gardens.
- 5.8.11. Storm water.
- 5.8.12. Parking.
- 5.8.13. Washing the external windows & facades.
- 5.8.14. Generator Maintenance.
- 5.8.15. Surveillance system.

## 5.9. THE OFFICE AREAS

The building provided must consider the following key details:

- 5.9.1. The estimated number of staff per department is outlined in the table below. It is expected that these numbers will grow by 10% to 20% during the lease period.
- 5.9.2. The proposed floor design should ideally keep departments together.

No.	Department	Staff per Dept	Closed Offices per dept. (Size 1 below)	Closed Offices per dept. (Size 2 below)	Open Area Staff
1.	Offices of the CEO*	3	0	0	0
2.	DCEO*	3	0	0	0
3.	Division Executives	4	0	0	0
4.	CeSTII ***	24	5	2	17
5.	DCES***	8	4	1	3
6.	Publishing	4	0	4	0
7.	HSC***	41	5	1	35
8.	Human Resources	2	0	2	0
9.	Impact Centre***	6	4	2	0
10.	IED***	26	5	1	20
11.	IT	2	0	0	0
12.	Facilities**	9	0	2	0
13.	Call Centre	8	0	0	0
<b>Total</b>		<b>140</b>	<b>23</b>	<b>15</b>	<b>75</b>

\* Please note the CEO, DCEO, Division Executives and IT office sizes are stated in 5.93

\*\* 7 staff members in the Facilities Dept does not require desks.

\*\*\*Department requires a 10-Seater meeting room.

5.9.3. The following table outlines the key m<sup>2</sup> requirements:

<b>Workspace</b>	<b>Quantity</b>	<b>Size Estimate in m<sup>2</sup></b>	<b>Total Size Estimate in m<sup>2</sup></b>
<b>Executive rooms</b>			
Executive rooms - Offices of the CEO	1	30	30
CEO Supporting staff	2	20	40
DCEO	1	30	30
DCEO Supporting staff	2	20	40
Division Executive	4	25	100
<b>Reception</b>			
Reception	1	30	30
<b>Closed Offices</b>			
Closed Offices – Size 1	23	16	368
Closed Offices – Size 2	15	12	180
<b>Open Plan Seating</b>			
Hot Desks – Open Areas	75	7.5	563
Soundproof Booths	8	2	16
<b>Meeting rooms</b>			
Meeting Room (30-seater)	1	70	70
Meeting Room (20-seater)	4	50	200
Meeting room (10-seater)	6	25	150
<b>Other Area's</b>			
First Aid Room	1	10	10
Storerooms*	10	15	150
Book Store	1	240	240
Printer Stations (1x500m <sup>2</sup> )	5	5	25
Control Room	1	8	8
Prayer Room	1	20	20
<b>ICT</b>			
IT Office, Repair and Store room	1	30	30
Server Room	1	20	20
Patch Room per floor	1	8	8
<b>Training &amp; Conference Rooms</b>			
Training Rooms	2	50	100
Conference Room	1	100	100
<b>Kitchen area</b>			
Medium Kitchen (1 x 1000m <sup>2</sup> )	3	20	60
Coffee Stations (1 x 500m <sup>2</sup> ) *	6	8	48
<b>Call Centre / Utility Area</b>			
Call Centre seats	8	7	56
<b>Video Production Area</b>			
Office	1	10	10
Green Room	1	20	20
Equipment room	1	10	10
Total estimated square meters for key areas			2732
Circulation @15%			410
<b>Total</b>			<b>3142</b>

\*A storeroom to be located within each department

6. **EVALUATION CRITERIA**

Bid will be evaluated in five stages:

**STAGE 0: PRE-QUALIFICATION**

Without limiting the generality of HSRC’s other critical requirements for this Bid, the bidder(s) must submit the documents listed in the Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase bidders’ response will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

**Documents that must be submitted for Pre-qualification**

Document that must be submitted	Non-submission may result in disqualification	
Invitation to Bid – SBD 1	Yes	Complete and sign the supplied pro forma document.
Tax compliance status pin	Yes	Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status. (Refer Section 4.1.4) Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) Vendor number Valid Tax Clearance Certificate pin.
Pricing Schedule - SBD 3.1	Yes	Complete and sign the supplied pro forma document.
Declaration of Interest – SBD 4	Yes	Complete and sign the supplied pro forma document.
HSRC Preference Claim Form – SBD6.1	Yes	Non-submission will lead to a zero (0) score on B-BBEE
General Conditions of Contract (GCC)	Yes	Initial each page.
Registration on Central Supplier Database (CSD)	No	The Bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.  Submit proof of registration.

**Price and preference points**

**STAGE 1: MANDATORY REQUIREMENTS**

A Pre-Site Inspection by 2 or more HSRC representatives to ensure that the mandatory requirements have been met as listed in paragraph 4 above

**STAGE 2: FUNCTIONALITY**

Bidders who achieve all mandatory requirements will progress to be evaluated for the functional evaluation criteria. **The functional evaluation criteria will be conducted in two (2) phases:**



**Please note that Phase 1 and 2 below is not interconnected and the final points will not be tallied together. The Bidder must achieve the minimum percentage per phase to continue to Stage 3.**

**6.1. Phase 1: Building requirements**

Note that bidders will be required to achieve a minimum of 70% for phase 1 of the functional evaluation criteria in order to progress to be evaluated for phase 2 of the functional evaluation criteria.

Element	Weight
Availability	35%
Building size	30%
Location	15%
Parking	20%
<b>TOTAL</b>	<b>100%</b>

Availability	Points available - max 35	Points Claimed
Bidders' self-evaluation of office availability	Premises available for Tenant Fit Out to commence on 3.15 above = <b>10 points</b>	
	Beneficial Occupation must be given for relocation/set up/configuration etc. as stipulated in 3.12 above = <b>10 points</b>	
	Full occupancy of the building available as stipulated in 3.13 above. = <b>15 points</b>	
Substantiate / Comments:		

Building Size	Points available - max 30	Points Claimed
Bidders' self-evaluation of Minimum Gross Lettable Area	Leased area over consecutive floors or on one floor = <b>5 points</b>	
Gross lettable area	The area offered to the HSRC is at least 3142m <sup>2</sup> with an acceptable variance of 10%= <b>15 points</b>	
Approved Building Plans confirming size.	Floor plans submitted showing total building size and Area offered to The HSRC = <b>10 points</b>	
Substantiate / Comments:		

Location	Points available - max 15	Points Claimed
Bidder Evaluation of their compliance to Location	Location within 1.2km radius from public transport facilities (the property address must be provided) and within 1km radius from amenities such as restaurants, cafes, and retail stores = <b>15 points</b>	
	Location >1.2km radius but less than 3km radius from public transport facilities (the property address must be provided) and >1km radius but less than 3km radius from amenities such as restaurants, cafes, and retail stores = <b>10 points</b> .	
Substantiate / Comments:		

Parking	Points available - max 20	Points Claimed
Bidder Evaluation of their compliance to parking	Proposal includes 70 exclusive use parking bays on-site with access control, and a further 50 visitor parking bays onsite when needed = <b>20 points</b>	
	Proposal includes 70 exclusive use parking bays with access control onsite, and a further 50 visitor parking bays within a 150m radius when needed = <b>15 points</b>	
Substantiate / Comments:		

## 6.2. **Phase 2: Premises Requirements:**

Note that bidders will be required to achieve a minimum of 70% for phase 2 of the functional evaluation criteria in order to progress to be evaluated for the site inspection

Element	Weight
Floor/space plan	30%
Submitted Draft Lease	20%
Building requirements	25%
Building Safety and Access Control	10%
Networks and connectivity	15%
<b>TOTAL</b>	<b>100%</b>

Floor/space plan	Points available- max 30	Points Claimed
The Bidder has submitted a draft floor and space plan which outlines the following: <ul style="list-style-type: none"> <li>Key areas as per functional requirement 5.9</li> <li>Ablution facilities including disability access</li> <li>Fire emergency exits</li> <li>Indicating adequate HVAC</li> <li>Lifts and paraplegic access</li> </ul>	Floor/space plan submitted and addresses all five (5) requirements = <b>30 points</b>	
	Floor/space plan submitted and addresses three (3) but less than five (5) requirements = <b>15 points</b>	
	Floor/space plan submitted and addresses one (1) but less than three (3) requirements = <b>5 points</b>	
Substantiate / Comments:		

Lease & Finishing	Points available- max 20	Points Claimed
Bidder Evaluation of their compliance to Lease & Finishing	Completed Draft Lease Agreement in accordance to this tender = <b>5 points</b>	
	Remeasure and rental adjustment clause as per 5.1.10 above = <b>5 points</b>	
	Schedule of Finishes and Cost Breakdown provided = <b>10 points</b>	
Substantiate / Comments:		

<b>Building requirements</b>	<b>Points available- max 25</b>	<b>Points Claimed</b>
The building must meet all other requirements as outlined in the bid specifications.	The building must have the required fire emergency infrastructure and necessary fire emergency exit points, fire alarms, and smoke detectors. <b>= 5 points</b>	
	Emergency backup power with full redundancy with a capacity of not less than 200KVA to be provided. <b>= 5 points</b>	
	Accommodation must be on consecutive floors = <b>5 points</b>	
	The building must have fully fitted and operational air conditioning units to cater for the 139 staff members. <b>= 5 points</b>	
	A or P grade office accommodation as per SAPOA or Rode Report definition. = <b>3 points</b>	
	Landlord will provide for external signage space for The HSRC = <b>2 points</b>	
Substantiate / Comments:		

<b>Building Safety and Access Control</b>	<b>Points available- max 10</b>	<b>Points Claimed</b>
The building must meet the required safety and security requirements, with the required access control	The building centrally controlled building access system and must have a 24-hour physical security guarding service, with armed response and 24-hour centrally located monitored CCTV surveillance system at all entrance points and fire exit for the duration of the lease = <b>5 points</b>	
	The building must be accessible to persons with physical impairment and include ramps and/or lifts where necessary <b>= 5 points</b>	
Substantiate / Comments:		

<b>Networks and connectivity</b>	<b>Points available- max 15</b>	<b>Points Claimed</b>
The building must meet the network and connectivity requirements.	The bidder must provide the following: A server room and patch rooms for the core network, telephony and server equipment. <b>= 5 points</b>	
	Telephone points, power skirtings accommodating the IT and telephone network and clean power points. There should be a minimum of two (2) plug points per workstation. (1 Normal and 1 emergency/clean power). Two network points per workstation (Cat 5/6) = <b>5 points</b>	
	Building must be on the SANREN/TENET network = <b>5 points</b>	
Substantiate / Comments:		

**6.3. STAGE 3: SITE INSPECTION:**

The bidder must be available to showcase and perform a physical walkthrough of the proposed premises, including the parking bays.

Bidders who achieve all mandatory requirements and meets the minimum score for both phases of the functional evaluation criteria will be shortlisted for a site inspection.

The site inspection must score a minimum of 80% (56 points) in order to progress to be evaluated for price and preference points

<b>Criteria Scoring Value: 1=Poor; 5=Average; 10= Good</b>	<b>Weights</b>	<b>*Comments:</b>
<b>Points available- max 70</b>	<b>Score</b>	
Parking bays = 10 points		
Building condition and access = 10 points		
Ablution facilities = 10 points		
Amenities close to premises = 10		
Overall look and feel of the building = 10 points		
Signage = 10 point		
Noise levels at building =10 points		

**\*Please clarify your score**

<b>Criteria Method: Satisfactory = YES, Non- Satisfactory = NO</b>	<b>Satisfactory (Yes or No)</b>	<b>*Comments:</b>
Building size and location		
Building and floor structure and layout		
Networks and ICT infrastructure		
Security and access control		

**\*Any No needs to be substantiated in the comments**

**6.4. STAGE 4: PRICE AND PREFERENCE POINTS**

**STAGE 4: PRICE AND B-BBEE EVALUATION (80+20 or 90/10) = 100 POINTS**

Only Bidders that have met the **80-points** threshold in **Stage 3** will be evaluated in **Stage 4** for **Price** and **B-BBEE**.

**Price and B-BBEE will be evaluated as follows:**

In terms of regulation 3 (a) (ii) read with regulation 6 and 7 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be evaluated on either 80/20 or 90/10-preference point system as may be applicable subject to the terms applicable based on pricing . The lowest acceptable tender will be used to determine the applicable preference points on the basis of:

**The bid price (maximum 80 or 90 points)**

**B-BBEE status level of contributor (maximum 20/10 points)**

**Stage 4.1 – Price Evaluation (80 or 90 Points)**

Criteria	Points
<b>Price Evaluation</b>  $P_s = 80 \text{ or } 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	80 or 90

The following formula will be used to calculate the points for price:

Where:

- Ps** = Points scored for comparative price of bid under consideration
- Pt** = Comparative price of bid under consideration
- Pmin** = Comparative price of lowest acceptable bid

**Stage 4.2 – BBEE Evaluation (20 or 10 Points) – BBEE Points allocation**

A maximum of 20 or 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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

- a) Failure to submit a fully complete B-BBEE certificates/ sworn affidavit will lead to no award of points for preference.
- b) The points scored by a bidder in respect of points indicated above will be added to the points scored for price.
- c) Bidders are requested to complete the various preference claim forms in order to claim preference points.
- d) Only a bidder who completed and signed the declaration part of the preference claim form will be considered for B-BBEE status.
- e) HSRC may, before a bid is adjudicated or at any time, require a bidder to substantiate claims made with regard to their B-BBEE status.
- f) Points scored will be rounded off to the nearest 2 decimals.
- g) In the event that two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for B-BBEE status. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.
- h) A contract may, on reasonable and justifiable grounds, be awarded to a bid that did not score the highest number of points.
- i) Joint ventures, consortiums and trusts.
  - i. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
  - ii. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
  - iii. Bidders must submit concrete proof of the existence of joint venture and/ or consortium arrangements. HSRC will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

- j) The joint venture and/ or consortium arrangements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/ parties in respect of matters pertaining to the joint venture and/ or consortium arrangement.
- k) Subcontracting after award of tender
  - i. A person awarded a contract may only enter into a subcontracting arrangement with the approval of HSRC
  - ii. A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below stipulated minimum threshold.
  - iii. A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**7. SUBMISSIONS**

- a) Bid documents may either be posted to HSRC Building, 134 Pretorius Street Pretoria (preferably registered mail) OR placed in the tender box OR couriered **to HSRC Building, 134 Pretorius Street Pretoria before the closing date and time.**
- b) **NB:** The HSRC shares the building with the Department of Social Development (DSD). Bidders are requested to ensure that their bid documents are deposited in the correct tender box. Bid documents deposited in the wrong tender box and received from DSD after the closing date will not be considered.
- c) Bid documents will only be considered if received by the HSRC before the closing date and time, regardless of the method used to send or deliver such documents to the HSRC.
- d) The bidder(s) are required to submit **two (2)** copies. One Original (hardcopy) and 1 electronic copy on a **USB** by the Closing date stated below. Each file and the **USB** must be labelled and marked correctly and sealed separately for ease of reference during the evaluation process.

**Table 1: Bid timelines**

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / HSRC website	28 August 2022
Compulsory virtual briefing and clarification session. No attendance will lead to automatic disqualification.	5 September 2022 @ 11:00 via TEAMS (see link on HSRC website and eTender)
Closing date for bid-related enquiries	7 September 2022
Publication of questions and answers on HSRC website	9 September 2022
Bid validity	The bid must be valid for a period of 90 days from the closing date
Bid closing date	30 September 2022 @ 11:00
Notice to bidder(s)	HSRC will endeavor to inform bidders of the progress until conclusion of the tender.



- e) All dates and times in this bid are South African standard time.
- f) Any time or date in this bid is subject to change at the HSRC's discretion.
- g) The establishment of a time or date in this bid does not create an obligation on the part of the HSRC to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if the HSRC extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

**8. SUPPLIER DUE DILIGENCE**

The HSRC reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

**9. GENERAL CONDITION OF CONTRACT**

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- a) The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the HSRC is prepared to enter into a contract with the successful Bidder(s).
- b) The bidder submitting the General Conditions of Contract to the HSRC together with its bid, duly signed by an authorised representative of the bidder.

**10. CONTRACT PRICE ADJUSTMENT**

Contract price adjustments will be done annually on the anniversary of the contract start date.

**11. SERVICE LEVEL AGREEMENT**

- a) Upon award the HSRC and the successful bidder/s will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the HSRC more or less in the format of the draft Service Level Indicators included in this tender pack.
- b) The HSRC reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder/s by amending or adding thereto.

**Bidder(s) are requested to:**

- a) Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
- b) Explain each comment and/or amendment; and
- c) Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d) The HSRC reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to the HSRC or pose a risk to the organisation.

**12. SPECIAL CONDITIONS OF THIS BID**

The HSRC reserves the right:

- a) To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b) To negotiate with preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c) To accept part of a tender rather than the whole tender
- d) To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- e) To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- f) To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- g) Award to multiple bidders based either on size or geographic considerations.

**13. HSRC REQUIRES BIDDER(S) TO DECLARE**

In the Bidder's Technical response, bidder(s) are required to declare the following:

Confirm that the bidder(s) is to: –

- a) Act honestly, fairly, and with due skill, care and diligence, in the interests of the HSRC
- b) Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c) Act with circumspection and treat the HSRC fairly in a situation of conflicting interests;
- d) Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the HSRC
- f) Avoidance of fraudulent and misleading advertising, canvassing and marketing;
- g) To conduct their business activities with transparency and consistently uphold the interests and needs of the HSRC as a client before any other consideration; and
- h) To ensure that any information acquired by the bidder(s) from the HSRC will not be used or disclosed unless the written consent of the client has been obtained to do so.

**14. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

The HSRC reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of HSRC or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a) Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b) Seeks any assistance, other than assistance officially provided by a government entity, from any employee, advisor or other representative of a government entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- c) Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the HSRC's officers, directors, employees, advisors or other representatives;
- d) Makes or offers any gift, gratuity, anything of any value or other inducement, to any government entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a government entity;
- e) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f) pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;
- g) has in the past engaged in any matter referred to above; or
- h) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

**15. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that the HSRC relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

- a) It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by the HSRC against the bidder notwithstanding the conclusion of the Service Level Agreement between the HSRC and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

**16. PREPARATION COSTS**

- a) The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process.
- b) Furthermore, no statement in this bid will be construed as placing the HSRC, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

**17. INDEMNITY**

If a bidder breaches the conditions of this bid and, as a result of that breach, the HSRC incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds the HSRC harmless from any and all such costs which the HSRC may incur and for any damages or losses the HSRC may suffer.

**18. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

**19. LIMITATION OF LIABILITY**

A bidder participates in this bid process entirely at its own risk and cost. The HSRC shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

**20. TAX COMPLIANCE**

- a) No tender shall be awarded to a bidder who is not tax compliant. The HSRC reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance
- b) Certificate to the HSRC, or whose verification against the Central Supplier Database (CSD) proves non-compliant. The HSRC further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

**21. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The HSRC reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been blacklisted with National Treasury by another government institution.

**22. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid, the HSRC may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.

**PART A**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	HSRC/01/2022/23	CLOSING DATE:	30 September 2022	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider to provide Office Space and Accommodation for the HSRC Cape Town office for a period of five (5) years.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
HSRC Building					
134 Pretorius Street					
Pretoria					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Chunyiswa Mantambo		CONTACT PERSON		
TELEPHONE NUMBER	012 302 2151		TELEPHONE NUMBER		
FACSIMILE NUMBER	n/a		FACSIMILE NUMBER	n/a	
E-MAIL ADDRESS	<a href="mailto:cmantambo@hsrc.ac.za">cmantambo@hsrc.ac.za</a>		E-MAIL ADDRESS		
<b>SUPPLIER INFORMATION</b>					
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
1 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]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

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

## 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

**BID INVALID.**

SIGNATURE OF BIDDER:

\_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED:

\_\_\_\_\_

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

DATE:

\_\_\_\_\_

## 1. PRICING SCHEDULE – FIRM PRICES

### (PURCHASES)

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

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

<b>Name of bidder</b> .....	<b>Bid number: HSRC/01/2022/23</b>
<b>Closing Time: 11:00</b>	<b>Closing date: 30 September 2022</b>

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

**This Annexure should be completed and signed by the bidder's authorized personnel as indicated below.**

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

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

<b>Rent Calculation:</b>				
<b>Item</b>	<b>No. of units</b>	<b>Unit</b>	<b>Price per unit</b>	<b>Rent (monthly)</b>
1. Net Rent		Rate/m <sup>2</sup>		
2. Rates & Taxes		Rate/m <sup>2</sup>		
3. CID Levy		Rate/m <sup>2</sup>		
4. Operation Costs		Rate/m <sup>2</sup>		
4.1. Generator Maintenance		Rate/m <sup>2</sup>		
4.2. Security		Rate/m <sup>2</sup>		
4.3. Common Area cleaning		Rate/m <sup>2</sup>		
4.4. Body Corporate		Rate/m <sup>2</sup>		
4.5. Other				
4.6. Other				
5. Open Parking		Bays		
6. Basement/undercover parking		Bays		
<b>Total</b>				
<b>VAT @15%</b>				
<b>Total Monthly Rent Including VAT</b>				



<b>HSRC Fit out cost as per proposed layout, to be completed by Landlord.</b>		
<b>Item</b>	<b>Unit</b>	<b>Amount</b>
Tenant Installation allowance		R
Addition Cost required to complete fit out		R
<b>VAT on additional cost @15%</b>		R
<b>Total of additional cost Including VAT</b>		R
<b>Amortised Additional Cost per Month (Including VAT)</b>		R

<b>Total Cost To HSRC (Annual Rental Amounts for the 5-year Period including Amortized Fit out cost)</b>	
Total Annual Cost – year 1.	
Total Annual Cost – year 2 incl. Annual Escalation Annual Escalation of ____%	
Total Annual Cost – year 3 incl. Annual Escalation Annual Escalation of ____%	
Total Annual Cost – year 4 incl. Annual Escalation Annual Escalation of ____%	
Total Annual Cost – year 5 incl. Annual Escalation Annual Escalation of ____%	
<b>Total</b>	
<b>VAT @15%</b>	
<b>Total Cost to HSRC</b>	

**Important:**

It is mandatory to indicate your total bid price as requested above.

The following consumption charges that are based on the HSRC usage does not form part of this tender are:

- Electricity Consumption and availability of supply charge
- Water Consumption and availability of supply charge
- Sewage and Refuse Charges
- Chilled Water for HVAC (if applicable)
- Diesel Consumption for Generator if used.

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

**-\*\* “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**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

**3 DECLARATION**

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

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

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

## 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 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

1.2 The lowest acceptable tender will be used to determine the applicable preference points.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	<b>80 or 90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20 or 10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the service provider and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

**4. POINTS AWARDED FOR PRICE**

**4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

A maximum of 80 or 90 points is allocated for price on the following basis:  
**80/20** or **90/10**

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid

**5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate as well as the consolidated B-BBEE certificate for the trust, consortium or joint venture (should the entity wish to claim preference points)
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete 7 below:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = .....(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

8.1.1 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.  
*(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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

9.1 Name of company/firm: .....

9.2 VAT registration number .....

9.3 Company registration number: .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transportation, etc.
- [TICK APPLICABLE BOX]

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

9.8 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 contribution indicated in paragraph 7 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 paragraph 7, the service provider 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 contribution 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business



from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS: .....

.....

## General Conditions of Contract

**THE GENERAL CONDITIONS OF THE CONTRACT WILL FORM PART OF ALL BID DOCUMENTS AND MAY NOT BE AMENDED**

**THE NATIONAL TREASURY**  
Republic of South Africa



### 1. Definitions

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

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

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

## **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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

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

## **5. Use of contract documents and**

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,

- information;  
inspection**
- 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 analysed 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 fulfilment 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 contract 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 cancelling 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 Bid 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.
- 24.1 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

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



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 wilful 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder