

DESCRIPTION	REQUIRED AT	ADVERT No.	CLOSING DATE				
ACQUISITION OF OFFICE ACCOMMODATION OF 479.55m² AND 29 PARKING BAYS FOR SASSA UMZINTO LOCAL OFFICE IN KWAZULU NATAL FOR THE PERIOD OF SIXTY MONTHS (5 YEARS)		SASSA-18-20-CS-KZN	30 October 2020				
<p>NO BRIEFING SESSION</p> <p>There will be no briefing session due to Covid-19:</p> <table border="1"> <thead> <tr> <th>VENUE AND PHYSICAL ADDRESS</th> <th>DATE AND TIME</th> </tr> </thead> <tbody> <tr> <td>N/A</td> <td></td> </tr> </tbody> </table>	VENUE AND PHYSICAL ADDRESS	DATE AND TIME	N/A				
VENUE AND PHYSICAL ADDRESS	DATE AND TIME						
N/A							

NB: Documents are to be downloaded from the website: www.etenders.gov.za

ENQUIRIES

Enquiries may be directed to Manager SCM: Ms TN CINGO at (033 846 3399) and or Manager Facilities & Auxiliary Management: Mr V MSELEKU at (033 846 3449) during office hours (Monday to Friday) 08H00 to 16:00

BIDS SUBMISSION

Bid documents must be deposited in the tender Box situated on Ground Floor of SASSA Offices, No 1 Bank Street, Pietermaritzburg, 3201. Bid documents submitted by electronic mail, facsimile or other similar apparatus will not be accepted for consideration. Bidders should ensure that their bids are delivered in due date and time. Any bid documents received after the closing date and time will not be accepted.

Advert placement date: 09 October 2020

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

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

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

Name of bidder.....	Bid number SASSA 18-20-CS-KZN
Closing Time.....	11:00 am 2020-10-30

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-	Required by:	
-	At:	
-	Brand and model	
-	Country of origin	
-	Does offer comply with specification?		*YES/NO
-	If not to specification, indicate deviation(s)	
-	Period required for delivery	*Delivery: Firm/not firm
-	Delivery basis (all delivery costs must be included in the bid price)	

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

***Delete if not applicable**

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
- a) The value of this bid is estimated to **exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** preference point system shall be applicable; or
 - b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).
- 1.3 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section

- 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

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

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or

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(e) Parliament.

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with **YES / NO**

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the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

YES/NO

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

.....
.....
.....

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number / Persal Number	Employee Number

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4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

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4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

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Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

ANCRONYMS

B-BBEE	:	Broad Based Black Economic Empowerment
BTU	:	British thermal unit (Air Conditioning)
CIDB	:	Construction Industry Development Board
CIPC	:	Companies and Intellectual Property Commission
CIPRO	:	Companies and Intellectual Property Registration Office
COC	:	Certificate of Compliance Certificate
COIDA	:	Compensation for Occupational Injuries and Disease Act
CPI	:	Consumer Price Index
EME	:	Emerging Micro Enterprise
GCC	:	General Conditions of Contract
KZN	:	Kwa-Zulu Natal
OHS	:	Occupational Health and Safety
SABS	:	South African Bureau of Standards
SANAS	:	South African National Accreditation System
SANS	:	South African National Standards
SASSA	:	South African Social Security Agency
SAPOA	:	South African Property Owners Association
SBD	:	Standard Bidding Documents
SCC	:	Special Conditions of Contract
SDL	:	Skills Development Levy
SMME	:	Small Micro Medium Enterprise
STATSSA	:	Statistics South Africa
VAT	:	Value Added Tax

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

1. INTRODUCTION

- 1.1. The South African Social Security Agency (SASSA) was established in terms of Section 2 of the South African Social Security Agency Act, 2004 (Act No.9 of 2004). SASSA is a schedule 3A statutory body in terms of the Public Finance Management Act, 1999 (Act No. 1 of 1999, as amended), which is responsible for the management, administration and payment of social assistance grants.
- 1.2. The vision for SASSA is to be a leader in the delivery of social security services. In order for SASSA to realize its objectives, amongst others, is the provision of reasonable and suitable accommodation to conduct its activities.

2. BACKGROUND

- 2.1. The SASSA Umzinto local office is part of the Umdoni Municipality in the Southern coast of KwaZulu-Natal with a population of approximately 16,205 and 5,523 SASSA beneficiaries. The local office serves other areas in the Umdoni Municipality such as Scottsburg and rural areas where SASSA does not have any office or service point.

3. DURATION

- 3.1. The required office accommodation is going to be for a period of five (5) years / 60 months from the date of occupation.

4. PROJECT OBJECTIVES

- 4.1 SASSA seeks to enter into a lease agreement with a competent and reputable landlord which has knowledge and experience in the provision of office accommodation to government entity/department.

5. PROJECT SCOPE

- 5.1. The service provider is required to provide office accommodation space on ground floor of 479.55m² and 29 parking bays, broken down as follows:
 - 5.1.1 Total rentable area for office accommodation on ground floor =479.55m²
 - 5.1.2 Undercover or covered lockable garages within the site = 4 bays
 - 5.1.3 Undercover or covered car parking bays within the site = 2 bays
 - 5.1.4 Undercover or covered car parking bays allocated for people living with disabilities =3 bays
 - 5.1.5 Open parking for 20 bays

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

5.2. Office Accommodation for SASSA Staff

- | |
|---|
| <ul style="list-style-type: none">✓ The service provider is expected to provide office accommodation for SASSA staff and public✓ Office space and facility maintenance – refer to scope of requirements Annexure A for office space ;(page11-16) |
| <ul style="list-style-type: none">✓ The office space must comply with Occupational Health and Safety Requirements. The bidders are expected to attach a plan on how the office space will be refurbished/created to meet SASSA requirements within a period of 3 months. The timelines must also be clearly outlined. |

6. PROJECT EXECUTION PLAN

6.1. The service provider would have to make the office space compliant to SASSA's approved office layout Model for the local office (**Annexure C- page 39**). It is a requirement that the propose layout for the building tendered be submitted, as well as project plans showing how the service provider will meet the 3 months deadline.

7. CONTRACT MANAGEMENT RESPONSIBILITIES

SASSA shall:

- 7.1 Provide the successful service provider with reasonable information relating to services required as well as SASSA's approved Local Office Layout model, policies relevant to office accommodation
- 7.2 Grant the successful service provider's staff access to SASSA's premises for ideas
- 7.3 Conduct regular compliance inspections in line with the Occupational Health and Safety, Security Requirements and all relevant Regulations.
- 7.4 Comply with the contract and Operational SLA provisions.

The Service Provider shall:

- 7.5 Provide compliant office accommodation (as per bid specifications) for the period of the validity of the contract.

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

- 7.6 Conduct business in a courteous and professional manner.
- 7.7 Provide the necessary documentation as requested prior to the awarding of the contract.
- 7.8 Comply with all contract and Operational SLA provisions.

8. GENERAL CONDITIONS OF THE BID

8.1 Format of the Bid

- 8.1.1 Bids must be completed and submitted in line with the following:
- 8.1.2 Copies of the certified copy are not acceptable.
- 8.1.3 Bidders must initial all pages of the bid specifications.

8.2 Adjustments to Contract

- 8.2.1 This contract will only be adjusted on the anniversary of the contract with the approved fixed escalation agreed to by both parties.

8.3 Discounts

- 8.3.1 A bid proposal must reflect all discounts for any service included in the bid. It must distinguish between standard discounts, special discounts and cumulative discounts, if any. All these must be reflected separately and the conditions applicable thereto must be specified.

8.4 Price Template

- 8.4.1 The bidder must submit a detailed price structure. The pricing must be strictly done in line with the prescribed template (**Annexures D page 41-42**).
- 8.4.2 The price must be inclusive of VAT (if applicable). If the price is not firm for the duration of the contract, this must be indicated clearly in the price template. SASSA shall only accept the annual escalations that are aligned to the CPI.
- 8.4.3 All costs associated with this bid must be clearly stipulated on the prescribed template.
- 8.4.4 The bid proposal must clearly define ways as to how the service provider intends to assist SASSA to get value for money and make great savings.
- 8.4.5 The completed Price Template must be enclosed in a sealed envelope.
- 8.4.6 The successful bidder(s) shall enter into an agreement with SASSA.

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9. SPECIAL CONDITIONS (page 46-47)

9.1 The full list of special conditions is on page 46-47 of this document.

10. PRICING

10.1 PRICING INSTRUCTION

NB: The bidders must complete the attached Price Template (**Annexures D page 41-42**).

The price must be inclusive of VAT (where applicable)

11. EVALUATION CRITERIA

11.1 PHASE 1: ADMINISTRATIVE COMPLIANCE DOCUMENTS

The bid proposals shall be evaluated in accordance with the 80/20 principle. The evaluation shall be conducted as follows:

11.1.1. Tax Pin letter or Tax clearance Certificate

11.1.2. Certified Copy of Proof of Registration with CIPC (Previously known as CIPRO)

11.1.3. Occupancy Certificate

11.1.4. Electricity COC

11.1.5. Certified Copies of all Company Directors (date of certification must not be older than 6 months)

11.1.6. CSD report or MAAA number

11.1.7. Completed and signed Standard Bidding Documents (SBD):

11.1.7.1. SBD1 INVITATION TO BID

11.1.7.2. SBD4 DECLARATION OF INTEREST

11.1.7.3. SBD6.1 PREFERENCE POINTS

11.1.7.4. SBD 8 DECLARATION OF TENDERER/BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

11.1.7.5. SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

11.2 PHASE 2: FUNCTIONALITY CRITERIA

Bidders must score a minimum of 60 points for functionality. Failure to score the minimum score in terms of functionality will render the bid non-responsive and the bid will not be evaluated further for price and preference points.

Values: 1- Poor 2-Average 3-Good 4- Very Good 5-Excellent

Functionality Criteria	Weighting	
Bidders must score a minimum of 60 points on functionality. Bidders who score less than 60 points for functionality shall be disqualified and shall not be subjected to the further evaluation		
<u>Accessibility</u> Property to be close to major routes and amenities 500m from taxi/bus rank Meet entrance and exit requirements Property to meet requirements for people with disabilities		
<ul style="list-style-type: none"> • All of the above three 5 • Two of the above 3 • One of the above 1 	30%	
<u>SASSA needs (suitability)</u>		
<ul style="list-style-type: none"> • Building with green building aspect among others : Optimized Natural Ventilation, Optimize energy use, Reduce greenhouse emissions, with windows able to open and design to ensure there is through draft, while ensuring that heated or cooled air does not escape unnecessarily – 5 • Building certification 5 • Building partially compliant to green building 3 • Building without the above green building aspects 1 	25%	
<u>Project Plan:</u>		
<ul style="list-style-type: none"> • Building in good condition ,(requiring minor renovations) to suit SASSA needs within 1 month 5 • Building in a fair condition ,(requiring minor renovations) to suit SASSA needs within 2 months 3 • Building in a poor condition ,(requiring major renovations) to suit SASSA needs within 3 month 1 	25%	

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<u>Maintenance Plan</u>		
Maintenance plan for the duration of the lease agreement must be provided		10%
• Detailed funded maintenance plan submitted	5	
• Detailed unfunded maintenance plan submitted	3	
• Detailed maintenance plan submitted	1	
• No maintenance plan submitted	0	
<u>Parking</u>		
• All 29 parking bays within the site as per requirements	5	
• Only 22 parking bays within the site as per requirements	4	
• Only 15 parking bays within the site as per requirements	3	10%
• Only 7 parking bays within the site as per requirements	2	
• If all parking bays provided but none on site	1	
Total		100 points

12.3 PRICE AND PREFERENTIAL POINTS

PRICE and PREFERENCE	100 Points
Price	80
BBBEE Status Level of Contribution	20

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 (80/20 system)
Level 1	20
Level 2	18
Level 3	14
Level 4	12

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Level 5	8
Level 6	6
Level 7	4
Level 8	2
Non-compliant contributor	0

Bidders other than EME's: Original and valid B-BBEE status level verification certificate, or a certified copy thereof, substantiating their B-BBEE rating issued by Registered Verification Agency accredited by SANAS, CIPC B-BBEE certificate.

Failure to submit the B-BBEE verification certificate or a Sworn Affidavit, will assume that the bidders will not claim B-BBEE points.

13 BID DOCUMENTS CHECK LIST:

- 13.1 The contents of the BID/ TENDER document must be as follows, and numbered as per the numbering below, with each schedule punched, placed in a file and separated from the next schedule with a file divider.
- 13.2 Please complete the checklist below to verify your submission of the relevant documents:

Schedules	
Description Submitted	Indicate YES or NO
Tax Pin letter or Tax clearance Certificate	
Certified Copies of Company Registration (CIPC) Documents	
B-BBEE Certificate/ Sworn Affidavit	
Minimum of 3 Signed Traceable references relevant to the service (Annexure Page 18-20)	
Building compliance certificates	
Electrical Compliance certificate	
Methodology and Project Approach	
Letter of good standing from the financial institution.	
Pricing Schedule	

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ENQUIRIES

For more information please contact the following persons:

Technical Enquiries:

Mr. V Mseleku

(033) 846 3449 (t)

VukaM@sassa.gov.za

Bid Enquiries:

Ms. TN Cingo

(033) 846 3399 (t)

ThabisoC@sassa.gov.za

DEPOSIT/RETURN OF BID DOCUMENTS

- a) Telegraphic ,telephonic, telefax, facsimile ,electronic and/or late tenders will not be accepted
- b) Requirements for sealing, addressing, delivery and assessment of tenders are stated in the bid document
- c) All tenders must be submitted on the official forms.- (not to be re-typed)

DEPOSITED IN THE TENDER BOX AT

SASSA BUILDING
GROUND FLOOR (RECEPTION)
NO 1 BANK STREET (CORNER OF PIETERMARTIZ STREET AND BANK STREET)
PIETERMARTIZBURG

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

ANNEXURE A

**SCOPE OF REQUIREMENTS
LEASE OF OFFICE ACCOMMODATION**

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

SCOPE OF REQUIREMENTS

LEASE of OFFICE ACCOMMODATION

Interested property owners/agents who own buildings in existence of office accommodation are invited to submit an offer.

Description
The tender must be accompanied by a sketch plan that indicates;
(i) A layout plan which meets the client's need in terms of the approved space and norms. <i>(The sketch plan must be functional; the sketch plan may be redefined at a later stage at the landlord's cost).</i>
1. The floor area of rooms/offices must be indicated on the plan.
2. The minimum floor to ceiling height must be 2400mm <i>unless otherwise specified by the lessee.</i>
3. <i>The sketch plan must be based on the current town planning zoning of the existing premises, municipal regulation (fire, parking, etc.) and National Building Regulations SANS10400.</i>
Confirmation of the rentable area (issued by a registered Architect), as per SAPOA method of calculating rentable space.
Total rentable area on office accommodation ground floor =479.55m ²
Covered lockable garages within the site = 4 bays
Covered car parking bays within the site = 2 bays
Covered car parking bays allocated for people living with disabilities =3 bays
Open parking bays = 20
The zoning certificate from the local municipality for the tendered building must be provided.
Proof of ownership / sale agreement for the tendered building to be provided.
The entire building must be paraplegic friendly and fully accessible to both staff/personnel and clientele / public, taking note of attached service counters and cashier desk detail specifications and comply with SANS 10400 part S.
The building must be accessible through public transport and must be within the Umzinto CBD area
Comply with SASSA Corporate Interior Guidelines. Annexure B-1(page 2136)
Provide professional team for planning and execution of tenant installation and /or construction at the bidders account
The following applicable certifications together with the Local Authority approved tenant installation drawings to be provided prior to the occupation of the building and comply with SANS 10400 requirements including Occupational Health and Safety Act No 85 of 1993 with Regulations:
1. A Structural Engineers stability certificate.
2. A gang nail roof truss design certificate by a professional engineer (if applicable).

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

3. Glazing certificate from SAGGA.
4. A SAPOA certificate.
5. An Electrical compliance certificate.
6. Plumbing certificate.
7. Firefighting equipment certificate.
8. An occupational certificate by the Local Authority.
9. Air-conditioning Certificate with regards to air velocity/fresh air, etc.
10. Entomologist Certificate.
11. A fire clearance certificate from the Local Authority / Fire dept. if the building falls under the jurisdiction of a Local Authority.
12. A fire clearance certificate from a Consulting Architect / Fire specialist if the building does not fall under the jurisdiction of a Local Authority.

GENERAL

In terms of an appropriate layout the following will be considered:

- (i) The provision of natural light and natural ventilation throughout the building will be an advantage.
- (ii) Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building.
- (iii) Ideally buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows.
- (iv) Buildings must be designed to eliminate "sick building syndrome"
- (v) Internal offices without natural lighting must be fitted with viewing panels
- (vi) Allow for 2hour fire rated doors in server and security surveillance rooms.
- (vii) Install solid door and security locks in cashier and security surveillance control rooms, including inaccessible ceilings
- (viii) The proposed accommodation must be secured. Access to the lease premises must be controlled for SASSA.
- (ix) To avoid traffic jams, ingress and egress into sites must be of a 2 way driveways or controllable.
- (x) The floor to ceiling heights must be indicated by a section through the building. Specific client's requirements must be considered in this regards, e.g., raised Judges' podium with appropriate floor to ceiling heights

ELECTRICAL REQUIREMENTS

Each workstation to have a network point in a three compartment trunking

Each workstation must have a dedicated socket outlet in a three compartment trunking

Each workstation must have a normal socket outlet in a three compartment trunking

The passages must have a 4 x 4 socket outlet every 15 meter in length, mounted flush on the wall

All other rooms must have a least one single socket outlet

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Staff Kitchen must have two double socket outlets
Lighting at Reception to have a minimum 500lux
Lighting in offices to have a minimum 300lux
Lighting in Passages to have a minimum 300lux
Lighting in Rest Rooms to have a minimum 100lux
Lighting in Stores to have a minimum 200lux
Lighting in Parking Area to have a minimum 75lux
All exit areas and stairways must have light fittings with a min. of 75lux
Each office /room to have a separate light switch and motion sensor
External lighting must be controlled by a photo-cell
Each floor there must be a lockable distribution board with all circuits labelled
In the event we have different clients per building/per floor then each distribution board must be metered
All dedicated socket outlets must be wired via an emergency power supply
Installation of emergency power supply must comply with the NDPW Standards
Allow for conduits and boxes for network and Telephonic cables, it will depend on the size of the building/floor area
The network and fire cabling must be in separate conduits
Supply and install an isolator per installation of split- air conditioner
The main (electrical) incoming supply must be metered and this room must be well ventilated and lockable
The load factors must be taken into account in the electrical installation
The entire electrical wiring must comply to the SANS 0412 regulation
All user manuals must be handed over to the agency representative.
The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications
A Certificate of Compliance must be issued on completion of the electrical installation
Allow for emergency backup for all dedicated socket outlets and critical equipment's.
Energy efficiency plan should comply with SANS 10400 Part A,A6
MECHANICAL REQUIREMENTS
Air Conditioning
(i) All rentable office spaces shall be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment.
(ii) The Air Conditioning shall generally be in accordance with SABS 1125-1977, SABS 0400 and Standard specifications.

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

(iii)	Design shall be energy efficient and use "Green" refrigerant gas, such as, R410a or approved alternative.
(iv)	The Air Conditioning Plant and equipment shall be regularly maintained, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units.
(v)	Server Room to have 2x 100% Capacity wall mounted split units for IT protection of server.
Fire Automatic Detection	
(1)	All office spaces shall be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations. The systems shall be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.
Fire Inert Gas Protection System for Archives and registry	
(1)	Archives, Document and other Store Rooms where essential or vital documentation are kept, shall be protected by means of an Inert Gas System.
(2)	The installed inert gas system must be regularly maintained, serviced and tested annually of the entire system shall be in accordance with National Fire Regulations.
Fire Protection Equipment	
(1)	The entire rentable area shall be provided with Fire Extinguishers and Hose Reels which shall be regularly maintained, serviced and tested annually in accordance with the National Fire regulations.
(2)	A register of all the fire protection Equipment shall be kept and made available for inspection purposes and should be installed by South African Qualification & Certification Committee (SAQCC) compliant service provider.
(3)	(2)
Fire Sprinkler Automatic System	
(1)	The entire rentable space shall be provided with a fully automatic sprinkler system. This shall be regularly maintained, serviced and tested in accordance with the National Fire Regulations. Note: The control systems, water pumps etc. shall all be on alternative backup power supply and should be installed by SAQCC service provider.

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Lift – Passenger (Express)		
(1)	A fully operational and regularly maintained, high speed passenger lift shall provide access to the rentable areas.	
(2)	The lift shall be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company.	
(3)	A Service Record Book containing the details of all repairs, servicing and testing undertaken shall be kept in the lift Plant room and be available for inspection purposes.	
(4)	The lift must be blind and paraplegic friendly and be fully accessible.	
(5)	The Car shall be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.	
Lift – Service		
(1)	A fully operational and regularly maintained, service lift shall provide access to the rentable areas.	
(2)	The lift shall be duly registered with the department of labour, be fully maintained in full working condition at all times.	
(3)	A Service Record Book containing the details of all repairs, servicing and testing undertaken on the lift shall be kept in the lift Plant room and be available for inspection purposes.	
(4)	The Car shall be capable of carrying at least twelve (12) persons 1200 kg. Unless otherwise specified by the Lessee.	
Ventilation (Forced)		
(1)	The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.	

Name of Bidder	Signature	Date

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

RWAZULU NATAL SOUTH AFRICAN SOCIAL SECURITY AGENCY UMZINTO LOCAL OFFICE NEW ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	LEVEL	PROPOSED PU	WORKS PER PU	AMT	REMARKS
	ASSEMBLY AREA (HALL)					
	UMZINTO LOCAL OFFICE					
	MANAGEMENT					
1	MANAGER	11	1	12.00	12.00	
2	ASSISTANT MANAGER	9	1	10.00	10.00	
	ADMINISTRATION					
3	TEAM LEADER	8	2	8.00	16.00	
4	ADMIN OFFICER	7	3	8.00	24.00	
5	ADMINISTRATION CLERK	8	6	8.00	54.00	
6	EMPLOYMENT OFFICER	7	1	8.00	8.00	
7	DOCTOR'S ASSESSMENT ROOM					
8	MEETING ROOM	13	1	14.00	14.00	
9	DOCTOR'S WAITING ROOM					
10	BACK OFFICE					
11	GENERAL STORE					
12	STATIONARY STORE					
13	TEA KITCHEN					
14	BOARD ROOM					
15	PHOTOCOPI ROOM					
16	REGISTRY					
17	WAITING AREA					
18	STRONG ROOM					
19	PUBLIC WAITING AREA					
20	FIRST AID ROOM					
21	MAIL ROOM					

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

REPUBLIC OF SOUTH AFRICA: SECURITY AGENCY: METROPOLITAN OFFICE: NEW ACCOMMODATION

SERIAL NO	DESCRIPTION OF ROOM	LEVEL	PROPOSED FLOOR AREA (SQ M)	REMARKS
	TOTAL ASSIGNABLE AREA		479.55	
	NON ASSIGNABLE AREA (BYPASS)		100.00	
	CIRCULATION MAINTENANCE, UTILITY AND STRUCTURAL SPACES			
	OTHER ACCOMMODATION			
22	PUBLIC ABILUTION FACILITIES - MALE	1		
23	PUBLIC ABILUTION FACILITIES - FEMALE	1		
24	PUBLIC PARAPLEGIC PARAPLEGIC	1		
25	PUBLIC ABILUTIONS - BABY CHANGE	1		
26	STAFF ABILUTION - MALE	2		
27	STAFF ABILUTION - FEMALE	2		
28	FEMALE RESTROOM	2		
29	PARAPLEGIC	2		
30	SECURITY ROOM	1		
31	LOCK UP (GARAGE)	4		
32	PARKING BAYS - COVERED	2		
33	PARKING BAYS	20		
34	PARAPLEGIC PARKING BAYS	3		
	TOTAL GROUNDLINE AREA		479.55	
	TOTAL GROUNDLINE LETTABLE AREA FOR LEASER PURPOSES		479.55	

COMPILED BY: [Signature]
 NAME: [Name]
 DATE: 25/06/2018

CHECKED BY: [Signature]
 NAME: [Name]
 DATE: 27/06/2018

COMPILED ACCORDING TO PARTICULARS AND SPACE GUIDELINES APPLIED ACCORDING TO GAZETTE NO 2786 DATED 02 SEPTEMBER 2014.
 NAME: [Name]
 DATE: 27/06/2018

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



USER SPECIFIED ACCOMMODATION SCHEDULE <small>To be completed and attached by the User (Department) to issued accommodation requests</small>		
1. USER DEPARTMENT: South African Social Security Agency		
2. ACCOMMODATION REQUIREMENT:		Mark with X if applicable
2.1.	New	X
2.2.	Additional	
2.3.	Alternative	
2.4.	Renewal	
2.5.	Renewal and additional	
2.6.	Alterations to existing accommodation	
Specify:		
3. ESTIMATED TIMEFRAMES		
3.1.	Recommended Lease Period:	5 Years
3.2.	Proposed Occupation Date:	1 April 2022
4. ACCOMMODATION TYPE:		Mark with X where applicable
4.1.	Office	X
4.2.	Parking (open, under-cover, lockable, secured)	X
4.3.	Functional	
4.4.	Residential	
4.5.	Storage	
4.6.	Other	
Specify: Three - 4 lockable and 20 open 2 undercover parking & 3 paragraphs		
5. PREFERRED LOCATION: (TOWN/SUBURB) UMZINTO in ICZN		
5.1 LOCALITY		Mark with X where applicable
5.1.1.	Central	X
5.1.2.	Decentralised (Outside of Town)	
5.1.3.	Industrial	
5.1.4.	Residential	
5.1.5.	Township	
5.1.6.	Farm	
5.1.7.	Other:	

Acquisition of office accommodation of 479,55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

USER SPECIFIED ACCOMMODATION SCHEDULE (To be completed and attached to the User Department's request for accommodation)		
6.	BUILDING SPECIFICATIONS:	
6.1.	Cellular building (stand alone)	Mark with X where applicable X
6.2.	Multi-tenanted	X
6.3.	Ground floor	X
6.4.	Other	
7.	USER SPECIFIED REQUIREMENTS: * Specifications to be attached (where available)	
7.1.	SECURITY MEASURES	
7.1.1.	Basic (specify)	SASSA will provide its Security Measures
7.1.2.	Advanced (specify) (Client to fund)	SECURITY GATES, CCTV CAMERAS, METAL DETECTORS & Burglar guards (might be provided for by the landlord)
7.1.3.	Specialised (specify) (Client to fund)	
7.2.	ELECTRICAL & MECHANICAL (SPECIFY)	
7.2.1.	Energy efficiency	X
7.2.2.	Generators	X
7.2.3.	Other - Water Reservoir	X
7.3.	ACCESSIBILITY (SPECIFY)	
7.3.1.	Proximity to specific service providers (specify)	Near other State Departments such as Home Affairs, Social Development and others.
7.3.2.	Near to public transport nodes (specify)	TAXI BUS RANK
7.3.3.	Facilities for people with disabilities (specify) (Pre-require the respective bid criteria)	Handicap Ramp for people with disability Abolition facilities for paraplegic people
7.4.	Corporate (use of natural finishes) (specify)	SASSA CORPORATE IMAGE INTERNAL
8.	Additional comments:	None

M. J. Janyka
SIGNATURE OF ACCOUNTING OFFICER
OR DELEGATED OFFICIAL

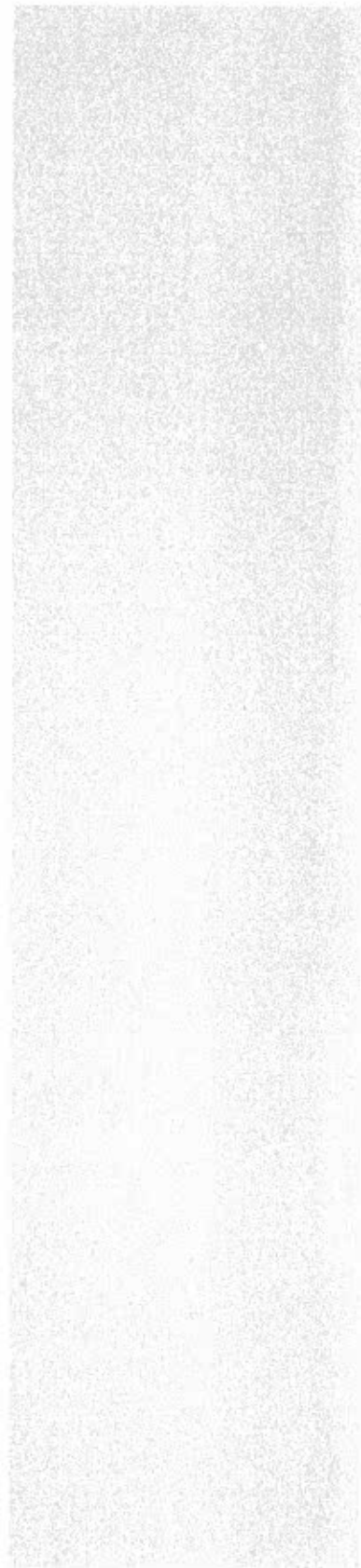
11/06/2018
DATE

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

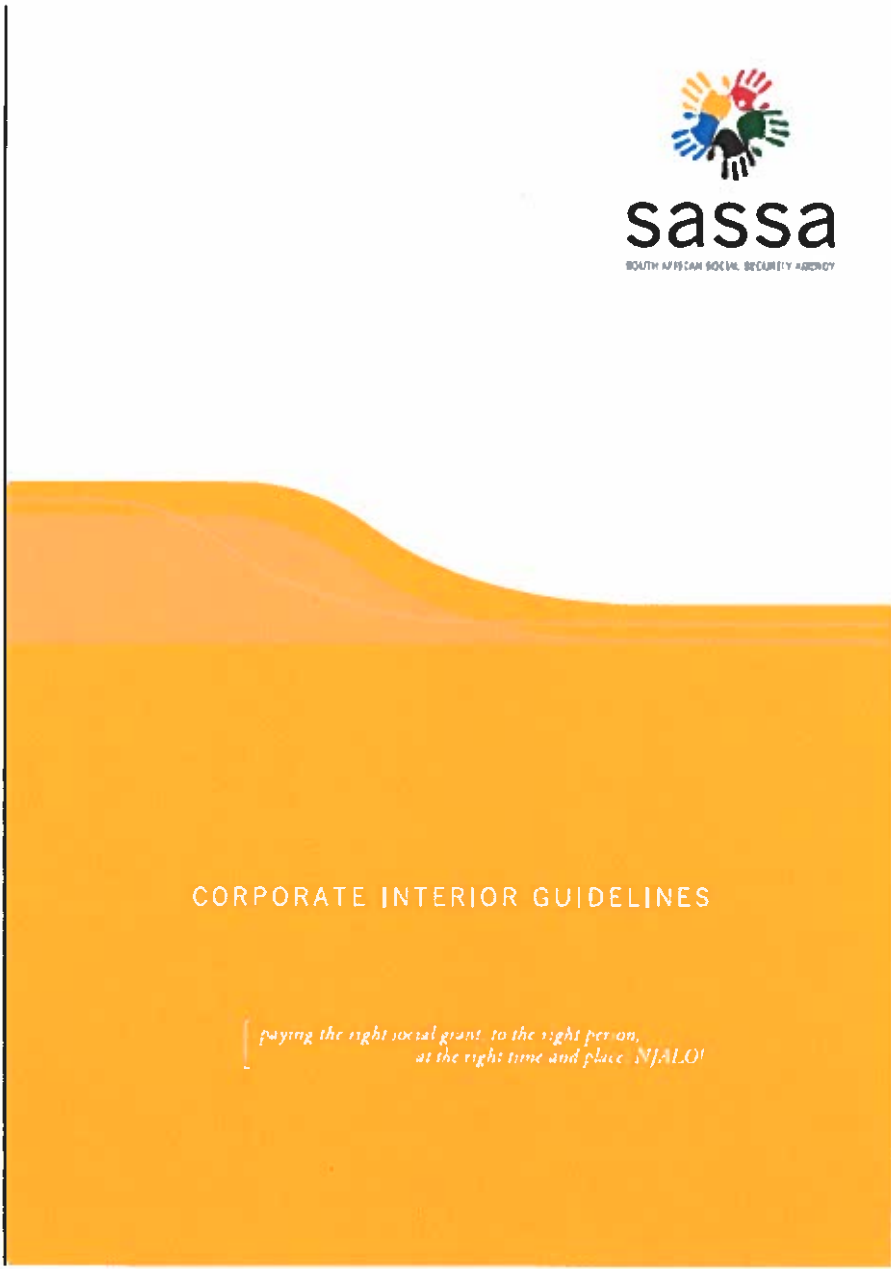
Annexure B-1

SASSA INTERIOR GUIDELINES FINISH

Bidder's Initials.....



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



USE OF COLOUR FORMAT



Whenever possible the complete graphic should appear in full colour. If not possible, the logo should be used in black and white. The logo should be used in black and white on a white background and in full colour on a white background. In situations where we are faced with a colour background, the logo can be reversed with the use of our reverse graphics only.

THE OFFICE OF THE SOCIAL SECURITY AGENCY EMPLOYEE INFORMATION SERVICES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



USE OF COLOUR FORMAT

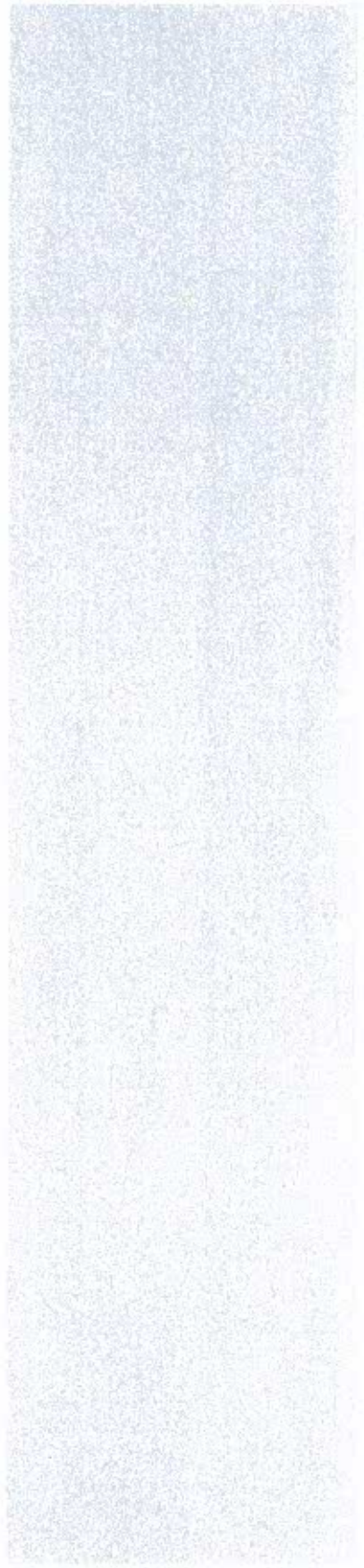


When used on a white background, the logo should be in black. When used on a dark background, the logo should be in white. When used on a light and dark background, the logo should be in black. When used on a white background, the logo should be in black. When used on a dark background, the logo should be in white. When used on a light and dark background, the logo should be in black.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE BRANDING GUIDELINES



Bidder's Initials.....



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



OFFICE INTERIOR

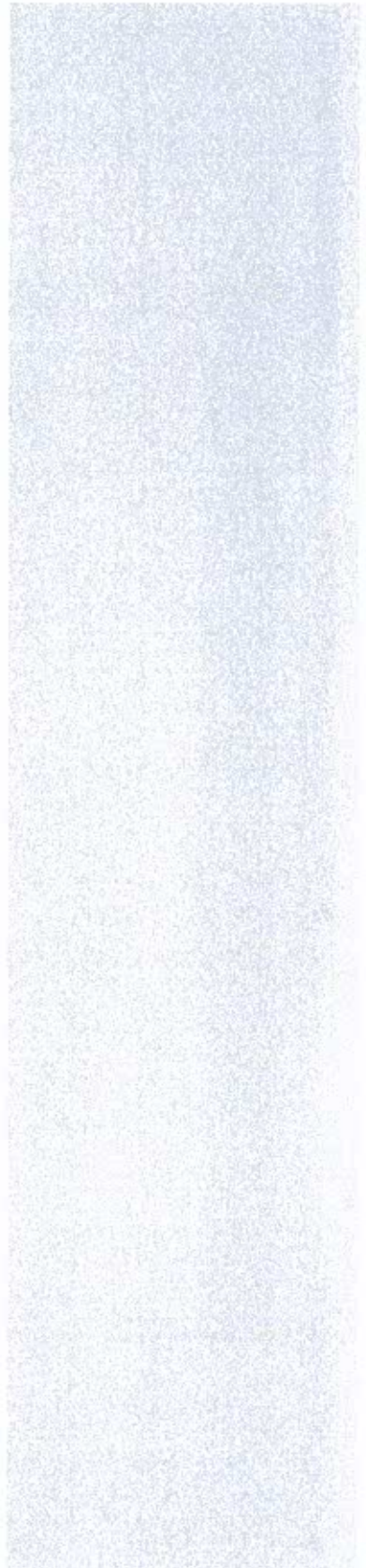


In performing a professional design, it is important that we create a work environment that provides performance and productivity. A work environment that nurtures and supports the individual's potential. Our design process includes: Furniture, lighting, sound, air conditioning, security, and safety. We are committed to providing a work environment that is safe, secure, and comfortable for all employees.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE IDENTIFIER 0-20-0000000



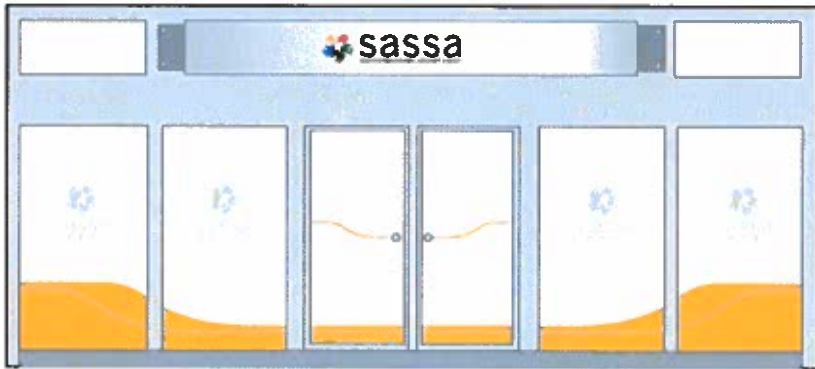
Bidder's Initials.....



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



SHOP FRONTS
FRONT ELEVATION



The shopfront illustration is just an example of a typical corporate identity application and serves as a guideline. The Manufacturer must sort of new shop fronts to be powder coated to match C&T. If shop fronts are existing it may remain in the natural aluminium or other colors. The loads must however be in the corporate colors as indicated above with details of the logo and our secondary curve graphic as indicated on the glass.

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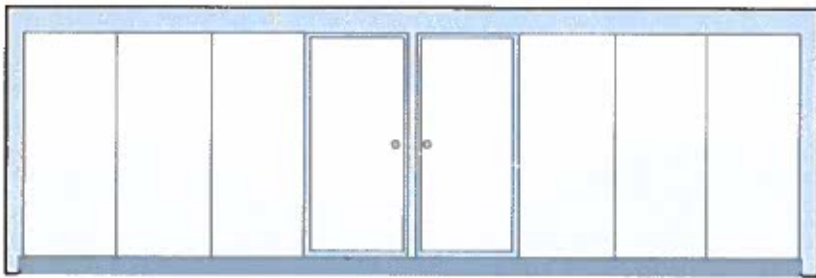
Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



GLASS BOARDROOMS

FRONT ELEVATION



This is an example of how our secondary curve graphic works as a specifier's glass to give their glass within the boardroom a bit of privacy while it's maintaining the open plan concept. Through the use of glass boardrooms, the glass is a treated wall which is transparent from the glass surface. The one curve line of our graphic contributes the concept of flowing movement, creating the notion of a dynamic environment.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE BRANDING GUIDELINES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



CARPETS



All offices to be resupplied with 500 x 300 x 8.5mm Karpets Red Cross Barber Paint 920 (see). The colour of the carpet has been chosen to absorb any dirt that may collect, while at the same time being very hard-wearing and durable. They are to be supplied in high volume areas, especially reception areas.

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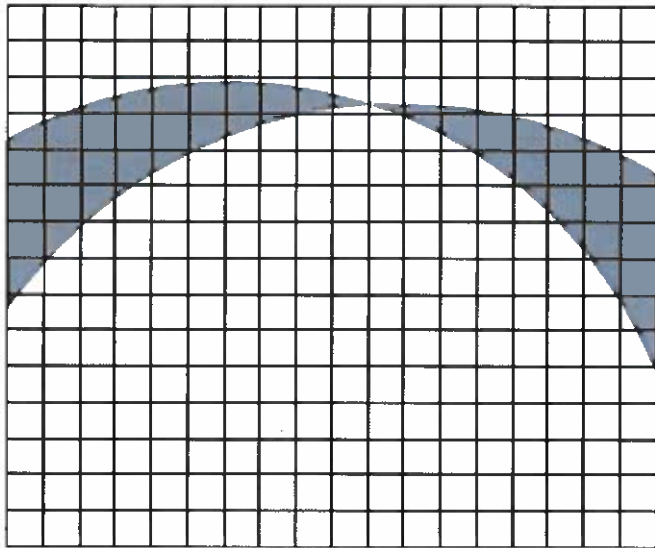
Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



FLOOR PATTERN

PUBLIC AREAS



Insert a 600mm x 600mm square tile that is closest to our Paros 400 C general floor tile. The tile are placed in a pattern and are not to be placed in a pattern. They are not to be placed in a pattern. You will note that our floor curve device is used effectively to enhance the space provided.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE BRAND GUIDELINES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



FLOORS

TOILETS



All toilets are to be tiled with 300 x 300 x 2.5 Marley Flex Tiles (Match Partone 4182).
 One approved brand that has to be laid in strict accordance with the Manufacturer's instructions. The types of tiles are designed for use in the toilet and kitchen areas. They are easy to clean and sanitary, making them perfect for areas where hygiene may be lacking. They must also match the floor tile of the various areas. Tiles are a very important part of our internal floor. Beige and dark brown tiles are placed on the wall and ceiling for a dramatic contrast in toilet or kitchen areas.

SKIRTINGS



20mm thick wood-grain skirting board in Darkwood section of 20mm Maple skirting painted with high gloss enamel paint, colour C 12. Timber skirting which is suitable for staircases. Has a very important role to play in the overall design ambience. This 20 skirting has been designed both in maple, to match the ceiling and floor, and incorporated an aluminium runner to make the overall appearance more professional. Has also been designed specifically for the traffic in areas.

No skirting to beds.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE BRAND GUIDELINES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



CEILING



Cells can either be selected concrete or gypsum plasterboard or suspended ceiling. All finished ceiling cells to be painted with white PVA paint. Suspended ceiling tiles should be designed at a height of 2.7m from the finished floor which is a mandatory standard for all buildings. Considered to a floor height of 2.4m (2.7m minimum) may also be considered in extreme circumstances.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE IDENTIFIER

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



WALLS



**Plescon
Rice Paper
VEL 45**



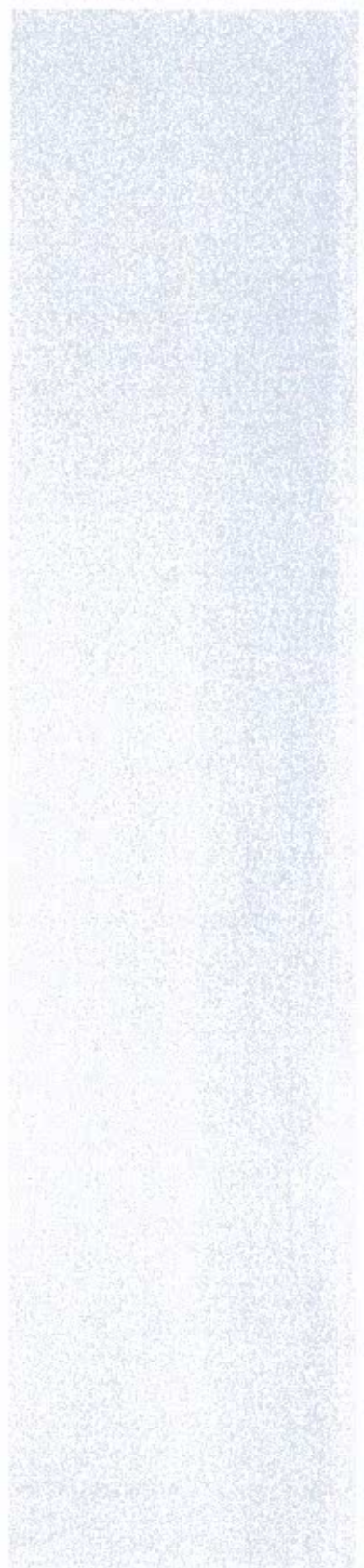
**Micatex
Kafeheri
BBO 3110**

Ⓐ Interior walls are to be painted with Plescon Rice Paper VEL 45, Ⓑ exterior walls are to be painted with Micatex Kafeheri BBO 3110.

2025/05/20 10:00:00 AM



Bidder's Initials.....



Acquisition of office accommodation of 479,55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



DOORS



Doors are to be 2,012 x 2032 x 60mm (2032 is standard door height in standard office door frames and 1750 will have a 20mm gap with wall) (20mm glass thickness). Steel door frame to be painted high gloss enamel paint 63-7. Doors to be painted eggshell enamel paint 62-1.

SOUTH AFRICAN SOCIAL SECURITY AGENCY CORPORATE SERVICES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



LIGHTING



Lighting fixtures to be a minimum 200 Lum in offices and 500 Lum in all other areas and to be of a minimum 1200 Lum recessed fluorescent light fittings with integrated control.

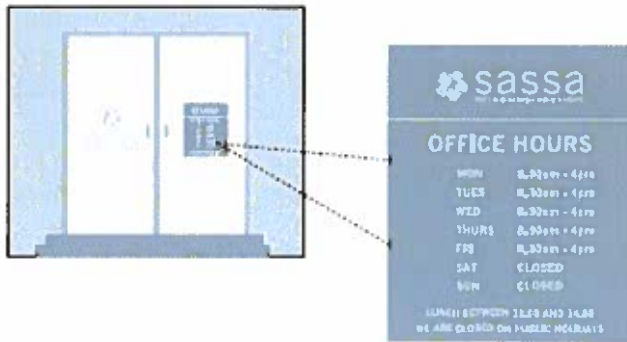
South African Social Security Agency Corporate Services Division

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



BUSINESS HOURS DECALS



The business hours decal appears on the entrance door.

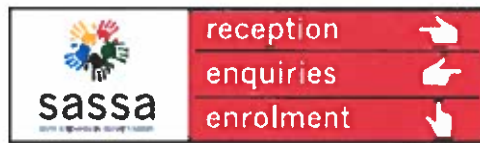
SCHEMATA FOR BUSINESS HOURS DECALS

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



INDICATORS



All list of approved suppliers are available from the Department Head Office.

INDICATORS SHOULD BE SUFFICIENTLY SPECIFIC TO BE MEASURABLE

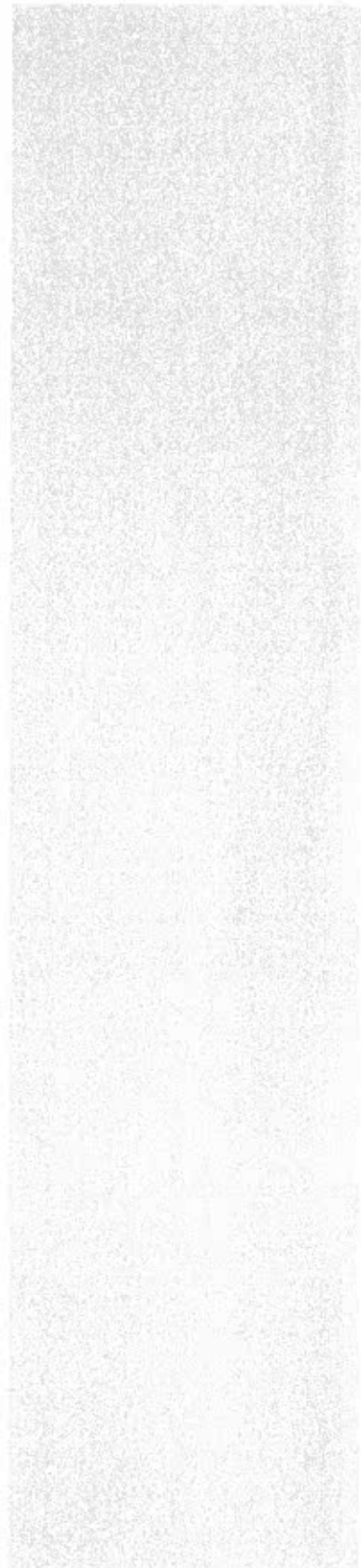
Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

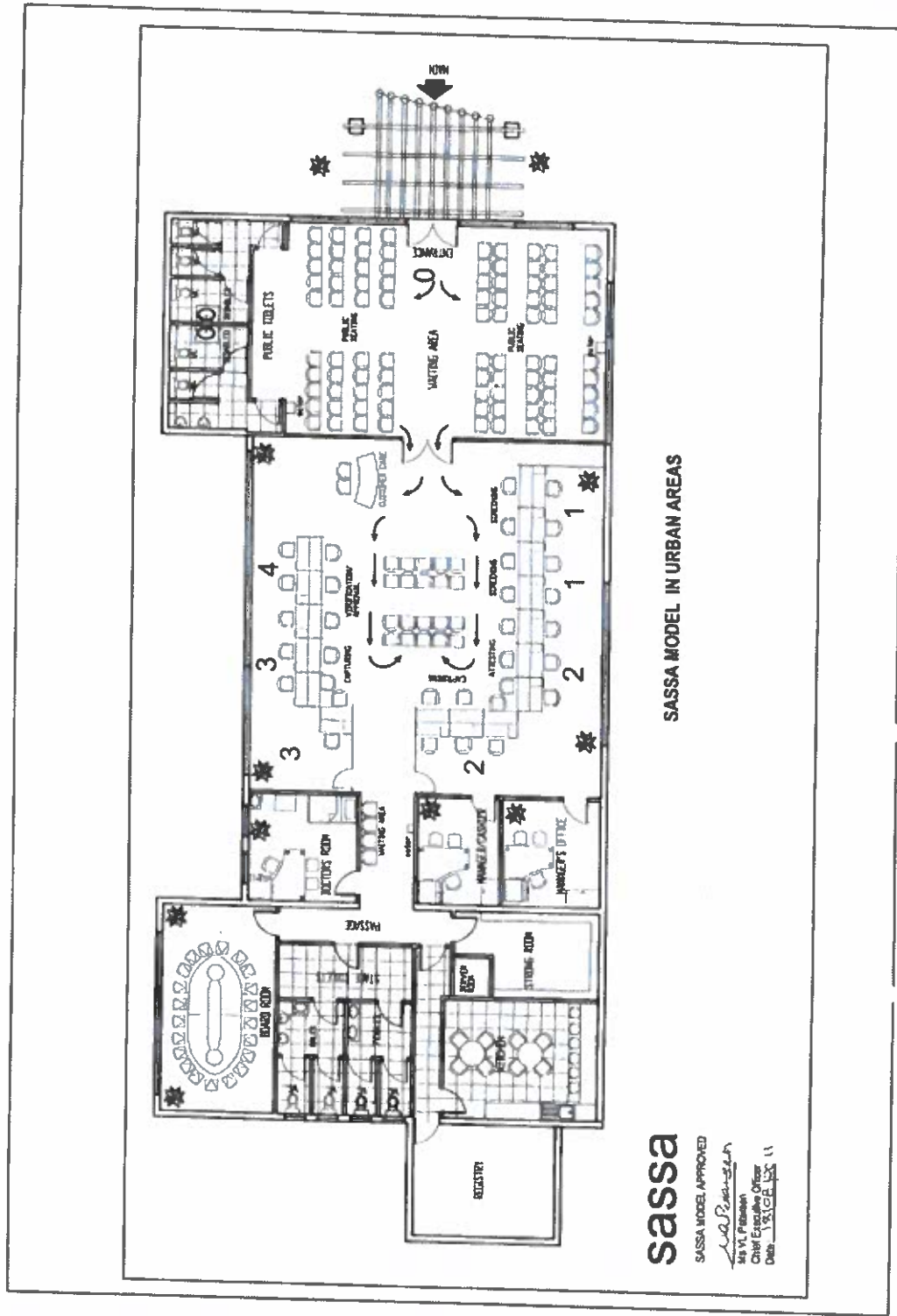
Annexure C

SASSA's approved office layout Model for the local office

Bidder's Initials.....



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area



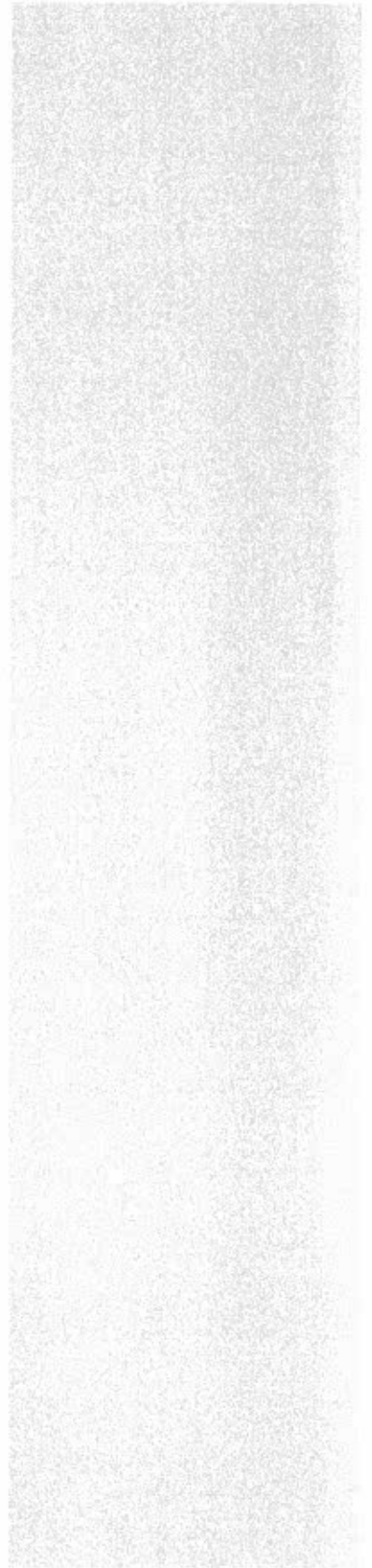
Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Annexure D

Price Template

Bidder's Initials.....



Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

SCHEDULE-3: BID OFFER – OFFICE ACCOMODATION

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

1. ACCOMMODATION PARTICULARS

Name of building	
Area of building	
Market value of building	
Municipal valuation of building	
Gross floor area of accommodation	m ²
Date of accommodation may be occupied	
Commencement date of lease	
Lease period	
Option period	

2. RENTALS (OFFICES AND PARKING)

	Offices	Parking
Lettable Area	m ²	
Parking bays - covered		
Parking bays - open		
Rental per month	R	R
VAT per month	R	R
Total per month	R	R
Tariffs	R /m ²	R each
VAT	R /m ²	R each
Total (1)		
Escalation Rate		
Operating costs (provide details on what costs entail)	R /m ²	
VAT	R /m ²	
Total (2)	R /m ²	
Escalation Rate	%	
Total (1+2)	R /m ²	R each
Alteration cost for Lessor	R	

3. RESPONSIBILITITES

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (Indicate where applicable)

3.1 Services	SASSA	LESSOR	Estimated cost per month
3.1.1 Water consumption			
3.1.2 Electricity consumption			
3.1.3 Sanitary services			
3.1.4 Refuse removal			
3.1.5 Domestic cleaning services			
3.1.6 Consumable Supplies			
3.2 Maintenance	SASSA	LESSOR	Estimated cost per month
3.2.1 Internal maintenance			
3.2.2 External maintenance			
3.2.3 Garden (if applicable)			
3.2.4 Air-conditioning			
3.2.5 Lifts			
3.2.6 Floor covering: Normal wear			
3.3 Rates and Insurance	SASSA	LESSOR	Estimated cost per month
3.3.1 Municipal rates and increases			
3.3.2 Insurance & increases			
3.3.3 SASRIA Insurance +Increase			
3.4 Other Responsibilities	SASSA	LESSOR	Estimated cost per month
3.4.1 Contract Costs			
3.4.2 Stamp Duty			
3.4.3 Firefighting equipment			
3.4.4 cost of alterations			

Note: SASSA is not prepared to accept responsibility for services or costs involved as per the grey areas (Indicate where applicable)

Does the building comply with the National Building Regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

4. NATIONAL BUILDING REGULATIONS:

Electricity Compliance Certificate	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fire Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Accessibility Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>
Health and Safety Regulation	Yes <input type="checkbox"/> No <input type="checkbox"/>

Name of owner /dully Authorised representative	Signature	Date

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Annexure E

LIST OF RETURNABLE DOCUMENTS

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

SCHEDULE 1: LIST OF RETURNABLE DOCUMENTS

Description	Acquisition of Office Accommodation of 479.55m ² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area		
Property Manager		Bid / Quote no:	

THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name	Number of Pages	Returnable Document
SBD-1 : Notice and Invitation to Bid	7 pages	✓
Schedule-1: List of Returnable Documents	1 pages	✓
Special Conditions of Contract	1 page	✓
SBD-3.1 : Pricing (- correct naming)	2 pages	✓
SBD-4 :Declaration of Interest	5 pages	✓
SBD-8 :Bidder's Past Supply Chain Management Practice	5 pages	✓
Form-1: Resolution of board of Directors	2 pages	✓
Form-2:Resolution of Board of Directors to Enter into a Consortia or Joint Venture	2 pages	✓
Form-3: Special resolution of consortia or Joint Venture	3 pages	✓
Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017	6 pages	✓
SBD-6.1:		✓
SBD-9: Certification of Independent Bid Determination	4 pages	✓
Schedule-3: Bid Offer – Office Accommodation	3 pages	✓
Compliance with all the Acts, Regulations and By-laws Governing the Built environment Certificate Annexure Page 46	1 page	✓

BIDDERS SIGNATURE

Name of Bidder	Signature	Capacity	Date

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Annexure F

SPECIAL CONDITIONS

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Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

SPECIAL CONDITIONS OF CONTRACT

Bid no:		Closing Date:	
Advertising date		Validity period:	90 Days

1. Bids that are not accompanied by written proof that the bidder is authorised to offer the accommodation for leasing will not be considered
2. The only or lowest offer will not necessarily be accepted
3. SASSA is the sole adjudicator of the suitability of the accommodation for the purposes for which it is required. The Agency's decision in this regard will be final.
4. The bidder must have an existing building which should be ready for occupation within 3 months after contract signed.
5. It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended. **An occupancy certificate to this effect must be issued.**
6. Drawings/Architects' plan of the accommodation offered must be submitted. **In this regard it is a prerequisite that bidders should do a preliminary planning on the floor plans in accordance with the norm document and SASSA's Approved Local Office Layout Model.**
7. Lettable areas have to be determined in accordance with the South African Property Owners Association (**SAPOA**) method for measuring floor areas in office buildings. The offer may not be considered if a certificate by an architect, certifying the area is not submitted
8. The commencement date from which rental will be payable or the lease shall begin is subject to the approval of SASSA.

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

9. The lease agreement and payment will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the second year.
10. **No bids sent by facsimile will be accepted**
11. The bid form must not be retyped or redrafted but photocopies may be used. Additional offers may be made but only on photocopies of the original documents or on other forms requisitioned. Additional offers are regarded as separate bids and must be treated as such by the bidder. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
12. The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of SASSA in accordance with the norm document and/or specified and minimum requirements.
13. SASSA reserves the right to invite bidders that progressed to the functional evaluation phase to present their proposals to the relevant Bid Evaluation Committee.
14. SASSA reserves the right to conduct reference checks and site inspections.
15. The bidder must submit the funded maintenance plan over the lease period.
16. SASSA reserves the right to award the bid in whole or partially.
17. SASSA reserves the right to cancel the bid, should it be required to do so, at any time
18. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
19. SASSA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
20. **Failure to comply with the above –mentioned conditions will invalidate a bid.**

BIDDERS SIGNATURE

Name of Bidder	Signature	Capacity	Date

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

Annexure G

**COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BYLAWS
GOVERNING THE BUILT ENVIRONMENT CERTIFICATE**

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE

Bid no:		Closing Date:	
Advertising date		Validity period:	60 Days

Bidder's Initials.....

Acquisition of office accommodation of 479.55m² and 29 parking bays for the SASSA Umzinto Local Office for a period of 5 (five) years in the Umzinto CBD Area

COMPLIANCE WITH ALL THE ACTS, REGULATIONS AND BY-LAWS GOVERNING THE BUILT ENVIRONMENT CERTIFICATE.

I _____-duly authorised to represent
 _____(the bidders name) acknowledge that I as
 _____ shall ensure that _____(description of the
 property in question) complies in every respect with the requirements of the following Acts, Regulations and By-laws

- ~~(4)~~(3) Occupational Health and Safety Act, 1992 (Act 85 of 1993)
- ~~(6)~~(4) The National Building Regulations and Building standards Act, 1977 (Act 103 of 1977)
- ~~(6)~~(5) The Municipal by-laws and any special requirements of the local supply authority
- ~~(7)~~(6) The local fire regulation, to guarantee/ensure the health and safety of all SASSA employees occupying this/these premises and the public visiting the premises for business or any other business

I furthermore agree to advise SASSA immediately in writing of any reason I am unable to perform in terms of this agreement and to apply necessary corrective measures.

Name of owner /Dully Authorised representative	Signature	Date

1. Witness

Name of witness	Signature	Date

Name of witness	Signature	Date

Bidder's Initials.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)