

SASSA: 29-22-CS-NW

INVITATION TO BID

LEASING OF OFFICE ACCOMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE YEARS IN MAQUASSI HILLS, CBD

A compulsory briefing session will be held at South African Social Security Agency on the 14th November 2022 at 11H00 at SASSA House Master Centre, 1st Street Industrial Site, Mafikeng 2745

PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**SASSA House Master Centre
1st Street Industrial Site
Mafikeng
2745**

**ADVERTISING DATE: 08 November 2022
CLOSING DATE: 21 November 2022
TIME : 11:00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr Zuko Tom
CONTACT NUMBER : 018 397 3416**

SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT PERSON : Mr Muzi Mdlalose
CONTACT NUMBER : 018 397 3341**

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at the right time and place. NJALO!*

South African Social Security Agency
Northern Cape Region

SASSA REGIONAL OFFICE • 95-97 Du Toitspan Road
Kimberley 8301
Private Bag X6011 • Kimberley 8300
Tel: +27 53 862 7700 • Fax: +27 53 862 7728

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	SASSA:29-22-CS-NW	CLOSING DATE:21 Nov 2022	CLOSING TIME: 11:00
DESCRIPTION	LEASING OF OFFICE ACCOMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE(05) YEARS IN MAQUASSI,CBD		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SASSA House, Master Centre, 1st Street Industrial Site, Mahikeng 2745			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	MR Muzi Mdlalose	CONTACT PERSON	MR Zuko Torn
TELEPHONE NUMBER	018 397 3341	TELEPHONE NUMBER	018 397 3416
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Muzimd@sassa.gov.za	E-MAIL ADDRESS	ZukoT@sassa.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No: MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – 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: 29-22-CS-NW
Closing Time 11:00	Closing date..... 21 November 2022

OFFER TO BE VALID FOR... **60 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-		Required by:
-		At:
-		Brand and model
-		Country of origin
-		Does the offer comply with the specification(s)?	*YES/NO
-		If not to specification, indicate deviation(s)
-		Period required for delivery *Delivery: Firm/not firm
-		Delivery basis

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

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

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

STANDARD BIDDING DOCUMENT (SBD) 4

Full Name	Identity Number	Name of State institution

STANDARD BIDDING DOCUMENT (SBD) 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

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

2.3.1 If so, furnish particulars:

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

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

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.

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



PREFERENCE POINTS CLAIM FORM

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 ACT.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

- 1.2
- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
 - b) The 80/20 preference point system will be applicable to 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) "**price**" 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:

80/20 **or** **90/10**

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

3.2 **DISPOSAL OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**
 3.3 **POINTS AWARDED FOR PRICE**

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

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration
 Pt = Price of bid under consideration
 Pmax = Price of highest acceptable bid

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

4.1 In terms of paragraphs 5.2 and 6.2 of the Addendum to the SASSA Supply Chain Management Policy, 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 3.1

6.1 B-BBEE Status Level of Contributor: _____ = (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 6.1 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 sub-contracting with an enterprise in terms of the SASSA's Terms of Reference (TOR) or Specification:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



**LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION
(GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN:
Maquassi Hills, CBD**

Bidder's Initials.....

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Bidder's Initials.....

1. PURPOSE

SASSA was established in terms of the South African Social Security Agency Act, 2004 (Act no. 9 of 2004) to administer social security grants in terms of the Social Assistance Act, 2004 (Act no. 13 of 2004). The Agency is mandated to ensure effective and efficient delivery of service of high quality with regard to the management and administration of social grants such that the entire payment process and system from application to receipt of social grants by a beneficiary, is done in a manner that is sensitive, caring and restores the dignity of the beneficiaries as well the integrity of the whole system.

2. OBJECTIVE

SASSA invites suitably qualified and experienced Property Developers/Investors or Facilities/Property Management service provider(s) to submit bids for the leasing of a single well-maintained secured, safe, existing (Grade B or above) office accommodation, covered parking and general storage facilities in Maquassi Hills Central business district for a period of five (5) years.

3. PROBLEM STATEMENT

The Batho Pele principles sets out standards that government and its entities like SASSA, should maintain with regards to service delivery. There are clear implications of this principles for the design and management of government office buildings, including:

- (a) The agency has been incurring irregular expenditure on this leases. In order to correct this situation, bidders are invited to quote for leasing office accommodation for Maquassi Hills local office for a period of 5 years.

4. SCOPE

Bidders are required to take into consideration that they will be responsible for fit out cost of the proposed building, this means that, all floor and finishes, wall and wall finishes, ceilings and bulkheads and etc. will be done by the bidder in compliance to SASSA Corporate Identity Guidelines. The scope of this bid outline all SASSA requirements in compliance with the following:-

- 4.1 Grade B or above single building
- 4.2 A building located at each of the following areas: Maquassi Hills clear and paraplegic access to the building by SASSA beneficiaries and staff;
- 4.3 The parameter must be adequately secured to ensure not unauthorised access.
- 4.4 Emergency power supply in the event of power outages (Solar power/ generator that can sustain office as table below in case of power outages). Generator 10kva.

OFFICE	SQUARE METRE (gross)
Maquassi Hills Local Office	716

- 4.5 Alternative water supply in the event of water outages that can sustain office as 4.4 table in case of water outages (5000lt water tank, tank stand water pump inclusive of plumbing connection and electrical connection).
- 4.6 Refuse removal during municipal strike and any other disruption.
- 4.7 A dedicated assembly point for emergency evacuation.
- 4.8 A building which adheres to the following prescripts:-
 - 4.8.1 Occupational Safety Act, 1993 (Act 85 of 1993),
 - 4.8.2 Government Immovable Asset Management Act No.19 of 2007;

Bidder’s Initials.....

- 4.8.3 National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) published under Government Notice No. R 1081 of 10 June 1988;
- 4.8.4 National Energy Act 34 of 2008;
- 4.8.5 National Archives Act 43 of 1993;
- 4.8.6 Emergency escape routes with signage as per NBR;
- 4.8.7 SASSA Corporate Interior Guidelines (**See Annexure B**)
- 4.9 SASSA should be allowed to install their equipment for SASSA's functionality for example ICT, wellness, OHS, Security etc.
- 4.10 SASSA will not be responsible for maintenance, service and repairs of the building including emergency. The successful bidder will be responsible for maintenance of the following:-
 - 4.10.1 Mechanical and Electrical (**Annexure C**).
 - 4.10.2 General Building maintenance, plumbing (unblocking of sewer, sinks, toilets and water pumps)
 - 4.10.3 A dedicated area for archives storage with fire extinguishing / cooling equipment to be installed and adequate loading capacity.
 - 4.10.4 Provide a server room which is compliant to SASSA server room requirements.
 - 4.10.5 Bidder should acquaint themselves with the geographical location of the building to be leased.
- 4.11 Bids that are submitted by the Property Agents on behalf of the landlord should be accompanied by the landlord's documentation as evaluation will be done against the landlord's information.
- 4.12 The Property Agent should present power of attorney letter from the landlord confirming that they are acting on behalf of the landlord to represent them for this bid,

5. REQUIREMENTS OF THE PROPERTY

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:

- A structural Engineers stability certificate.
- A gang nail roof truss design certificate by a professional engineer (if applicable).
- Glazing certificate from SAGGA.
- A SAPOA certificate.
- An Electrical compliance certificate.
- Plumbing certificate.
- Firefighting equipment certificate and Approved Fire Evacuation Plans.
- An occupational certificate by the Local Authority.
- Air-conditioning Certificate with regards to air velocity/fresh air, etc.
- Entomologist Certificate (Pest Control Certificate).
- A fire clearance certificate from the Local Authority / Fire dept. if the building falls under the jurisdiction of a Local Authority.
- A fire clearance certificate from a Consulting Architect / Fire specialist if the building does not fall under the jurisdiction of a Local Authority.

NB: The above must be submitted prior occupation in line with the project plan.

6. CONDITION OF THE BID

6.1 Bidders are advised to:-

- Thoroughly read the TOR and examine all annexures prior to submitting proposals
- Assess the extent and nature of all requirements.

6.2 Where possible, the Agency will furnish the successful bidder with available information that might be necessary for execution of the lease agreement.

6.3 The Agency reserves the right to award or not to award the bid.

6.4 The Agency reserves the right to award the bid to the bidder with the most suitable building to satisfy SASSA's requirements not only to the lowest price.

6.5 The Agency will not be held liable for any expenses incurred by bidders during this bid process.

6.6 Bids containing misrepresentation of any facts will, upon discovery, be immediately disqualified. SASSA reserves the right to cancel the contract of the winning bidder/s if this misrepresentation is discovered after the awarding of the contract.

6.7 A Clearance certificate of confirmation from the municipality confirming that the bidders accounts is up to date.

6.8 A direct lease agreement will be entered into between SASSA and a single legal entity.

6.9 Payment of rental will only commence on date of occupation.

6.10 The successful bidder will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific need of SASSA in accordance with the needs assessment attached.

7. CONTRACT LEASE PERIOD

The offer to lease will be signed by both SASSA and the successful service provider. A final lease agreement will be entered into between SASSA and the successful service provider for a period of 5 years.

8. BRIEFING SESSION

Compulsory briefing session will be held

9. EVALUATION CRITERIA

This tender will be evaluated on the 80/20 principle and in two stages below. The evaluation team will evaluate each of the proposals received against the criteria and weightings reflected below.

Stage One – Phase 1- Special conditions

Phase 2 - Functionality Criteria

Phase 3- Administrative Compliance

Stage Two - Price and Preference Points

Stage 1– Phase 1- Special Conditions

- 9.1.1 Submit complete floor plan and site plan drawings as per attached SASSA needs assessments **(See Annexure A)**
- 9.1.2 The bidder should provide a letter/or a confirmation of good standing from a financial institution (the account must be active for a period 1 year and above).
- 9.1.3 Submit full completed and signed Bid offer **(See Annexure D)**.

Bidder’s Initials.....

9.1.4 Bidders should provide grading of their buildings from an accredited institutions. (CIBC, NHBC, GREEN Building Council, National Building Regulations and Building Standards, SANS).

9.1.5 Bidders should attach confirmation letter and detailed project plan confirming that their building will be available for occupation by 1 April 2023.

9.1.6 The bidder must provide the zoning certificate confirming office use from Municipality.

- i) **Location:** Proof of address such as water and electricity statement, bank statement indicating physical address or title deed (Maquassi Hills local office)
- ii) **Building Grade:** B and above (proof of grading from SAPOA in a form of certificate or letter);
- iii) **Size:** (Gross lettable Area) GLA of a minimum of 692 m² as per table below (Municipality approved plans indicating the sizes of the building)

NB: bidders who do not pass this criteria will not be evaluated further

Stage 1- Phase 2- Functionality Evaluation Criteria

Functionality will be scored between 1 – 5

a) Suitability:	
An existing building to be available within 3 months after date of award.	
i)	An existing open building without or with internal dry wall partitioning which can easily be reconfigured to suit the required space planning and layout and not in a sectional title scheme. All the disability requirements including parking, ramps, rails and toilets to be provided onsite, a cellular or building not to be shared or single tenanted-.score – 5.
ii)	An existing open building without or with internal dry wall partitioning which
	40

<p>can easily be reconfigured to suit the required space planning and layout and not in a sectional title scheme. All the disability requirements including parking, ramps, rails and toilets to be provided onsite, a cellular or multi-tenanted building –Score- 4.</p> <p style="text-align: center;">Scoring will be done after site inspection</p>	
<p>b) Locality:</p> <p>Area: The premises(building) must be in town and preferably in close proximity to the CBD(Taxi Rank)</p> <p>i) If the office/building is within 500 meters from Maquassi Hills taxi rank -Score - 5</p> <p>ii) If the office/building is within 1km from Maquassi Hills taxi rank (Taxi rank)- Score - 4</p> <p>iii) If the office/building is within 1,3 km from Maquassi Hills taxi rank –Score -3</p> <p>iv) If the office/building is within 1,5 km from Maquassi Hills taxi rank-Score- 2</p> <p>v) If the office/building is within 2 km from Maquassi Hills taxi rank–Score1</p>	40
<p>Maintenance Plan</p> <p>Submit a detailed maintenance plan, indicating the frequency of the maintenance work to be done for the following:</p> <ul style="list-style-type: none"> ▪ Air Conditioners and Fire Extinguishers ▪ DB boxers, bulbs and plugs ▪ Generator(s) and/or Solar panels ▪ General Building Maintenance (Plumbing, water damages, blockage of sewerage lines including sink blockage). <p>Post certificate to be submitted after the work has been done</p>	20
Total	(100)

Please note: A bidder who score less than **70 points** on the functional criteria will be not be eligible for further evaluation.

Bidder's Initials.....

Stage 1- Phase 3- Administrative Requirements

- Proof of registration with CSD.
- A valid Tax compliance status PIN.
- Article of agreement (CM1) and shareholding certificate endorsed by an auditor if the firm is a company for the bidding entity. If the property offered is held by the holding company which is not the tendering entity, the shareholding certificate of that holding entity must be submitted as well.
- In the event of a bidder being a public company, a letter from their auditor certifying their status as a public company and attached thereto a certified copy of the bidder's article of agreement.
- Each party to the Joint Venture or consortium related to this project must comply with the following:
 1. Submit a CSD report
 2. Submit valid Tax compliance status PIN
 3. Submit consolidated valid BBEE status level verification certificate.
- Submission of fully completed and signed Standard Biding Documents (SBD):

(All certified copies must not be older than six months)

NB: Failure to meet the above criteria after the additional time frame given to rectify the no-compliance will invalidate your bid.

Bidder's Initials.....

Stage 2- Price and Preference

CRITERIA	WEIGHT
<i>Price</i>	<i>80</i>
<i>B-BBEE Status level contributor</i>	<i>20</i>
Total	100

B-BBEE Status Level Contributor

- Provision of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its regulation will apply in terms of awarding points.
- Points will be awarded to bidders for attaining the B-BBEE status level of contributor in accordance with the table below:

Bidder's Initials.....

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

A trust or joint venture including unincorporated consortium must submit a consolidated B-BBEE status level verification certificate.

NB: Failure to submit a certificate from accredited verification agency substantiating the B-BBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE. This does not mean that such a bidder must be disqualified from the evaluation process as it will constitute unfair practice

ENQUIRIES

All enquiries regarding this bid must be addressed to the following officials via below email addresses:

Project Manager- Zuko Tom: *ZukoT@sassa.gov.za*

SCM – Muzi Mdlalose : *Muzim@sassa.gov.za*

ANNEXURE A

DR. KENNETH KAUNDA DISTRICT - Mapungubus Hills LOCAL OFFICE

SERIAL NO	DESCRIPTION OF ROOM	PROPOSED PU	NORM PER PU	ASM	REMARKS
	ASSIGNABLE AREA (80%)				
	Maquassi Hills LOCAL OFFICE				As per approved organizational structure
1	MANAGER (SL12)	1	16.00	16.00	
	SECTION: ADMIN SUPPORT SERVICES				
2	ADMINISTRATIVE OFFICER (SL7)	1	8.00	8.00	
3	ADMIN CLERKS (SL5)	1	8.00	8.00	
	DIVISION: GRANTS ADMINISTRATION				
4	ASSISTANT MANAGER (SL10)	1	12.00	12.00	
	SECTION: OPERATIONS MANAGEMENT				
5	TEAM LEADER (SL8)	1	10.00	10.00	
7	GRANT ADMINISTRATOR (SL5)	8	4.00	32.00	
	SECTION: CUSTOMER CARE				
10	GRANT ADMINISTRATOR (SL5)	0	8.00	0.00	Open area for seating customers
	SECTION: PAYPOINT MANAGEMENT				
13	GRANT ADMINISTRATOR (SL5)	0	8.00	0.00	Open area for seating customers
	ADDITIONAL OFFICES				
14	DR'S WAITING ROOM	1	20.00	20.00	To accommodate clients and DMU officials
15	DR'S ASSESSMENT ROOM	1	12.00	12.00	To accommodate examination bed and workstation
16	BOARD ROOM	1	60.00	60.00	To accommodate 30 people for meetings
18	KITCHEN	1	12.00	12.00	Next to board room
19	PAUSE AREA	1	20.00	20.00	Next to board room
20	TOILETS - FEMALE	2	2.50	5.00	Next to board room
21	TOILETS - MALE	2	2.50	5.00	Next to board room
22	TOILETS - PAPLEGIC MALE/FEMALE	1	5.00	5.00	Next to board room

Bidder's Initials.....

PUBLIC SERVICE AREA					
23	WAITING AREA	1	100.00	100.00	Open area for seating customers
24	RECEPTION	1	30.00	30.00	Engagement & disengagement counters
26	AREA BEHIND COUNTER	1	20.00	20.00	Area behind counter
28	STRONG ROOM	1	12.00	12.00	For face value documents
29	TELECOM OPERATOR	1	6.00	6.00	Serve as call centre for walk ins and
OTHER ACCOMMODATION					
30	FIRST AID ROOM	1	12.00	12.00	For staff emergencies, to accommodate bed
31	STAFF KITCHEN	1	10.00	10.00	Kitchen includes zink, cupboards, fridge, microwave
32	STAFF PAUSE AREA	1	12.00	12.00	To have tea/lunch
33	STAFF TOILETS - FEMALE	5	2.50	12.50	
34	STAFF TOILETS - MALE	5	2.50	12.50	Male fitted with urinals
35	STRONG ROOM	1	20.00	20.00	To keep stationery and other consumable stock
36	STORE ROOM	1	18.00	18.00	Archives & disposals
37	STORE ROOM	1	6.00	6.00	For cleaning materials & chemicals
38	STORE ROOM	1	20.00	20.00	For SRD blankets, school uniforms, food parcels & vanity packs
39	STORE ROOM	1	8.00	8.00	Gardening materials & safety equipment
40	MAIN SERVER ROOM	1	12.00	12.00	Connecting all offices
41	SMALL SERVER ROOMS	2	2.50	5.00	To store ICT cabinets, cables & switches
42	CLEANERS	1	6.00	6.00	Restroom for cleaners
43	GUARD HOUSE	2	4.00	8.00	To accommodate 2-4 security guards (depending on no of gates)
44	REGISTRY - ADMIN SUPPORT	1	18.00	18.00	Store HCM files, financial documentation and debtor's files.
ASSIGNABLE AREA			ASM	573.00	
NON ASSIGNABLE AREA (20%)		1.00	251.79	143.25	

Bidder's Initials.....

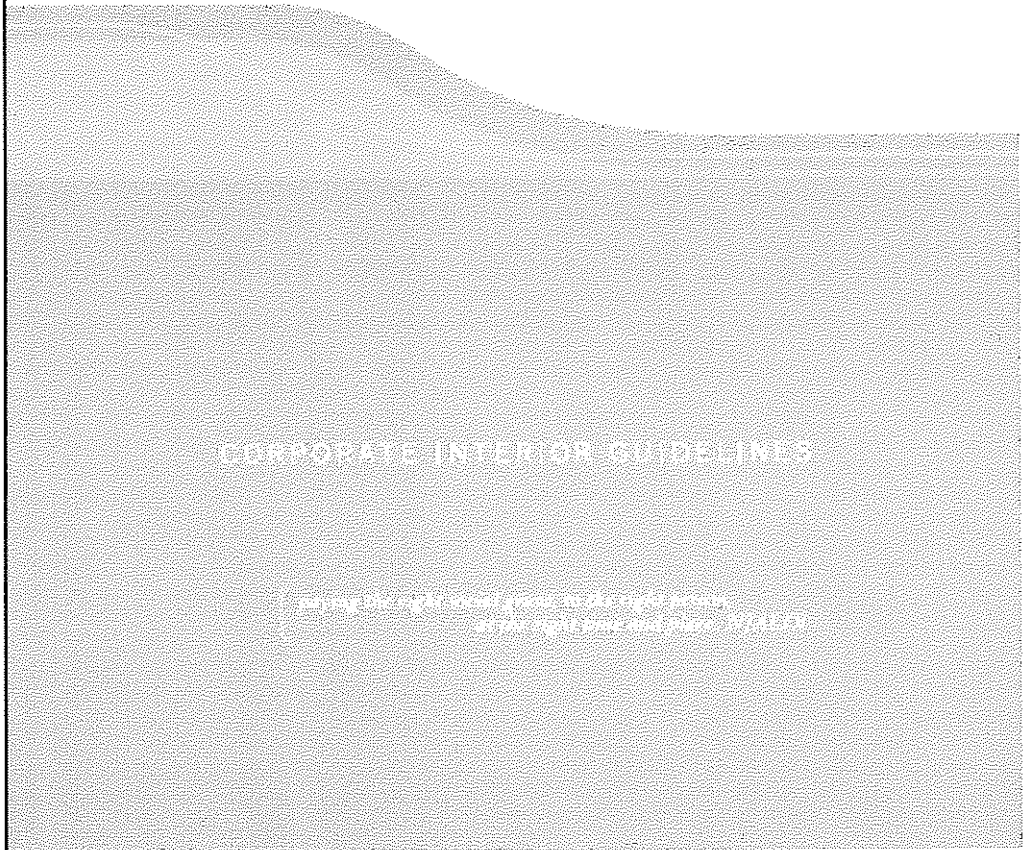
PARKING					
45	LOCK UP GARAGE	4			
46	COVERED PARKING	15			For staff that will pay for parking
47	VISITORS PARKING				
GROSS AREA				716.25	

OTHER NEEDS		
Office Name	Maquassi Hills Local Office	
Desired Locality	Wolmaransstad	
Special Finishes	SASSA Standard	
Ablution Facilities	Male: Number required for clients	8 (fitted with urinals)
	Male Restrooms for clients: Number Required	2
	Female: Numer Required for clients	8
	Female Restrooms: Number Required for clients	2
	Female: Number Required for staff	5
	Female Restrooms: Number Required for staff	2
	Male: Number Required for staff	5 toilets with urinals
	Male Restrooms: Number Required for staff	2
	Disabled Restrooms: Number required	2 (1 x staff and 1 x public with baby changing station)
	Baby changing room	1
Parking Requirements	No of Government Vehicles	4
	No of Disabled Parking Bays	1
	No of Lock Up Garages	4
	No of Covered Parking Bays	15
	No of Visitors Parking Bays	10
Nature of Access to the premises		Ramp or/and lifts to be provided for disabled and elderly. Separate access if possible.

Bidder's Initials.....

Security		Buglar proofing to be complimented by high tech security system and guards. Motorized gates required for carpark.
Cleaning, maintenance and gardening services		Provision should be made for sufficient cleaners and ongoing gardening and maintenance services
Air Conditioning		The entire premises should be air conditioned.
Power Ducting / Backup generator		To be allowed for in all work areas and offices and to support data cabling and IT telephony.
Power supply in the event of power outages		Backup generator should be supplied and maintained.
Bathrooms & Kitchens		The building should have warm water facilities all bathrooms / kitchens
Safes		The building should allow for the keeping of at least one strong room and one safe.
Water tank and water pump		Provision of water in case of water shortage

Annexure B



CORPORATE INTERIOR GUIDELINES

using the right material, make right prints
at the right time and place. (SASSA)

Bidder's Initials.....

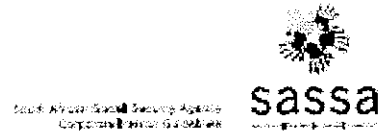
USE OF COLOUR FORMAT



Use of colour format: The SASSA logo is a circular emblem containing stylized human figures holding hands. The logo is used in black and white, and in colour. The logo is used in black and white, and in colour. The logo is used in black and white, and in colour.

1.1.1.1.1

Bidder's Initials.....



USE OF COLOUR FORMAT



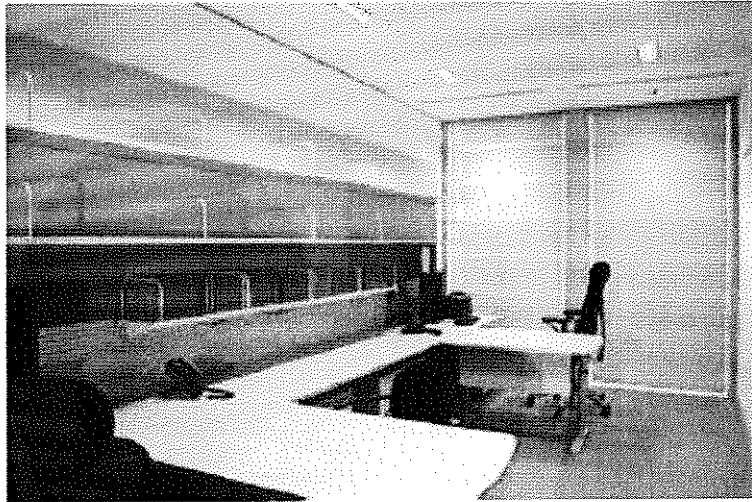
When using the logo, the corporate registration should appear in the bottom right corner of the logo. The logo should be used in black and white or in the corporate colours. The logo should be used in a size that is appropriate for the medium it is being used on. The logo should be used in a size that is appropriate for the medium it is being used on. The logo should be used in a size that is appropriate for the medium it is being used on.

South African Social Security Agency



Bidder's Initials.....

OFFICE INTERIOR



The office interior is designed to be a functional and productive workspace. It features a long, curved desk with several black office chairs. In the background, there is a large window with blinds and a glass partition wall. The ceiling has recessed lighting fixtures.

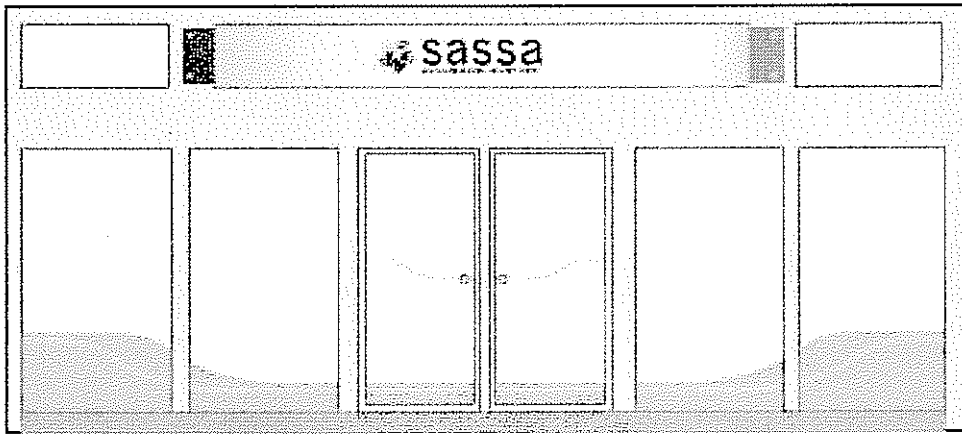
Bidder's Initials.....



Bidder's Initials.....

SHOP FRONTS

FRONT ELEVATION



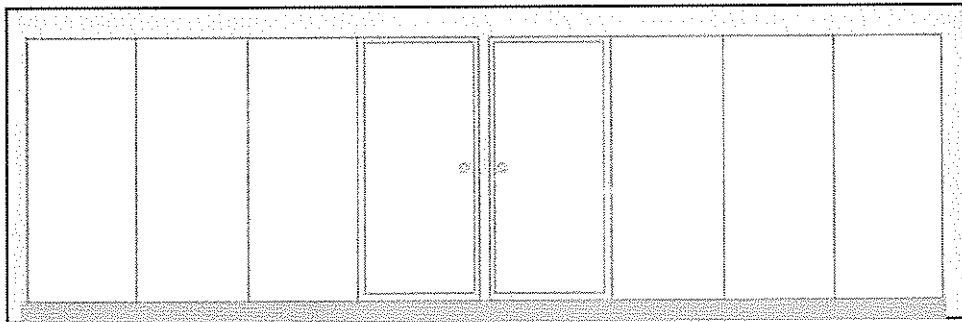
The shopfront features a central glass door with a curved handle and serves as a good focal point for the brand. The use of glass and metal is a key element of the brand identity. The use of glass and metal is a key element of the brand identity. The use of glass and metal is a key element of the brand identity.

ARCHITECTURE: SCOTT WILSON PERINI PLANNING AGENCY

Bidder's Initials.....

GLASS BOARDROOMS

FRONT ELEVATION



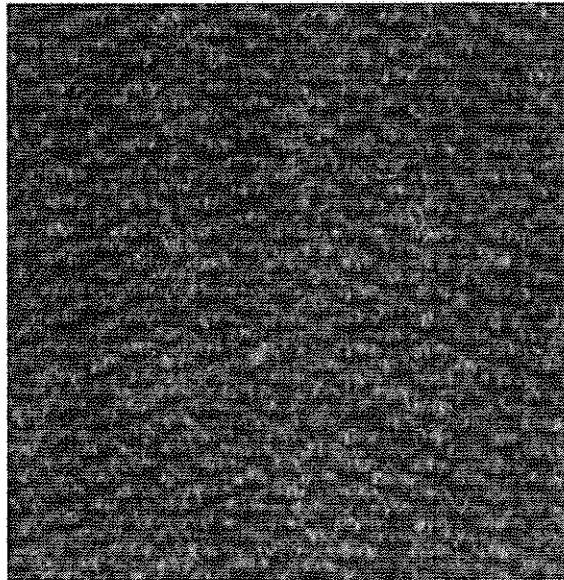
This is an estimate of the cost of the proposed work. It is based on the information provided and is subject to change. The actual cost may vary due to changes in the scope of work, material prices, and other factors. The contractor is responsible for providing a detailed cost breakdown and for obtaining all necessary permits and approvals.

SOUTH AFRICAN SOCIAL SECURITY AGENCY
 SUID-AFERKAANSE SOSIALE SEKURITEIT AGENSIE



Bidder's Initials.....

CARPETS



Die afgeleefde tekkings is in 2014 deur 'n toekenningskomitee van die Departement van Arbeid en Ouderwaaier (DO) geïnspekteer. Die DO het ontdek dat die tekkings nie aan die vereistes van die DO voldoen nie. Die tekkings is daarom uit die aanbesteding uitgesluit. Die tekkings is nie deur die DO geïnspekteer nie.

Suid-Afrikaanse Veiligheidsagentskap



Bidder's Initials.....

FLOOR PATTERN

PUBLIC AREAS

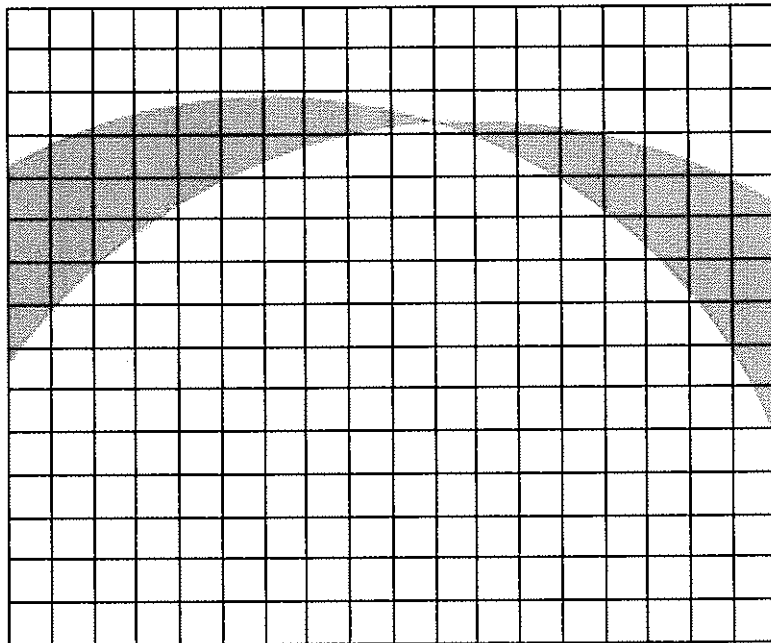


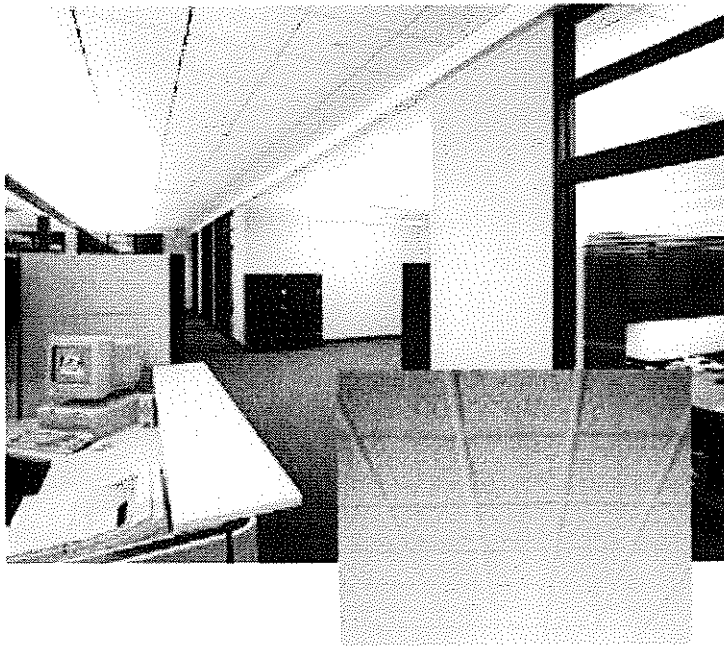
Diagram of the floor pattern for public areas. The floor pattern is a semi-circle with a diameter of 16 units. The floor pattern is drawn on a grid of 16 units by 16 units. The floor pattern is shaded with a fine grid pattern.

Bidder's Initials:



Bidder's Initials.....

CEILING



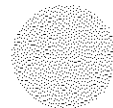
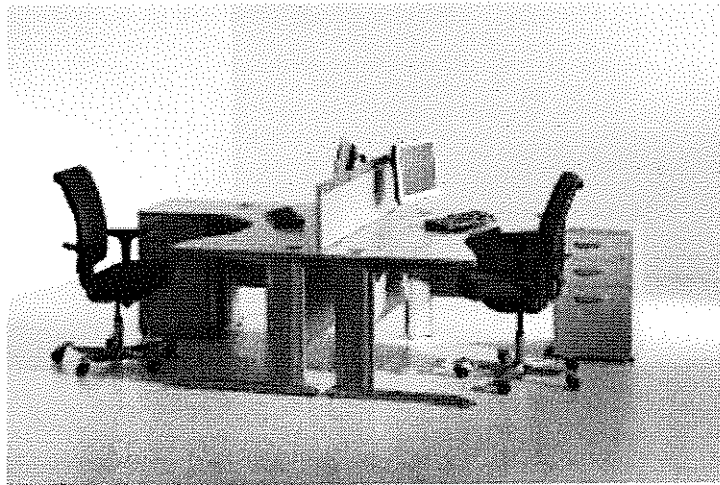
The ceiling of the building is a composite of gypsum and metalwork of suspended ceiling. The ceiling is fixed in place to be painted with white. The ceiling is a suspended ceiling. The ceiling is designed at a height of 2.4m from the floor level. The ceiling is a composite of gypsum and metalwork. The ceiling is a suspended ceiling. The ceiling is designed at a height of 2.4m from the floor level. The ceiling is a composite of gypsum and metalwork. The ceiling is a suspended ceiling.

SASSA - Social Security Agency - Saudi Arabia



Bidder's Initials.....

WALLS



Plaster
 Area Paper
 VEL 45

Mint
 Colour:
 380 3113

Walls should be painted with Plaster Area Paper VEL 45 and finished with Mint Colour 380 3113.

Plaster Area Paper VEL 45 and Mint Colour 380 3113



Bidder's Initials.....

DCGR5



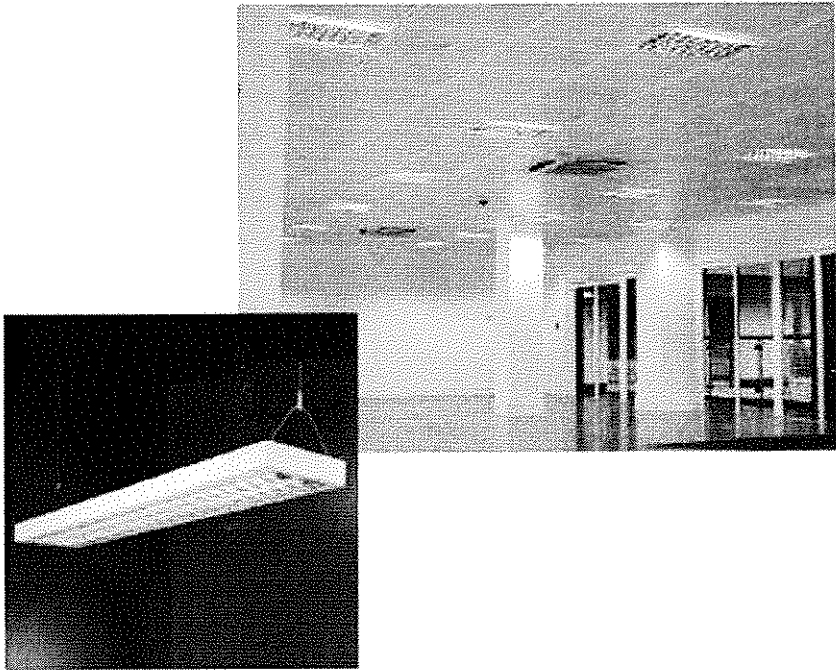
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South African Social Security Agency



Bidder's Initials.....

LIGHTING

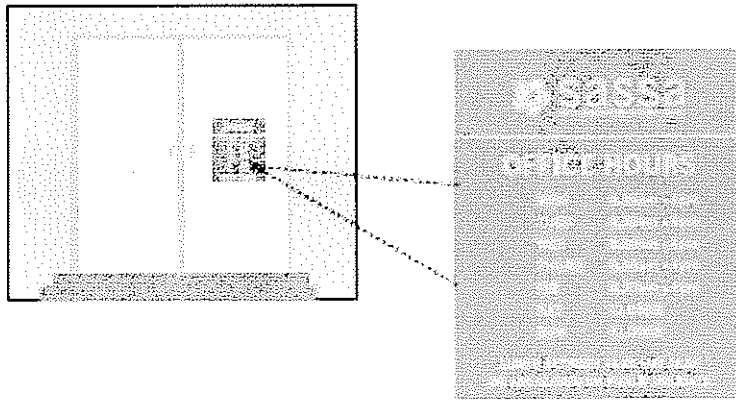


Lighting is an integral part of any interior design project. It not only provides illumination but also sets the mood and atmosphere of a space. The right lighting can make a room feel warm and inviting, while the wrong lighting can make it feel cold and sterile. When choosing lighting for a room, consider the room's function, the color palette, and the overall design style. A mix of different lighting types, such as ambient, task, and accent lighting, can create a well-balanced and functional lighting scheme.

South African Social Security Agency

Bidder's Initials.....

BUSINESS HOURS DECALS

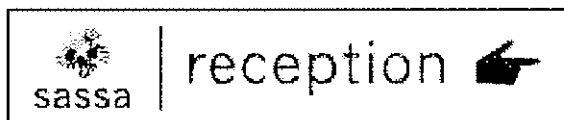
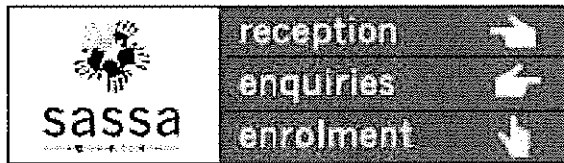


*A business hour decal applies to the entire office.

SASSA logo and text are the property of the South African Social Security Agency.

Bidder's Initials.....

INDICATORS



All other approved indicators are available from the Department's web page.

Approved Indicators for the Department of Social Security



Bidder's Initials.....

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

Annexure C

SCOPE OF ELECTRICAL

- 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
- 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
- Distribution board must be a lockable with all circuits breakers 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 NDPWI 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

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

- 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

SCOPE OF MECHANICAL

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.
- (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 quarterly maintained or as and when required, serviced and kept in full working condition. A maintenance register shall be kept of all servicing & repairs undertaken on the units.

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

(v) Server Room to have 2 x 100% Capacity wall mounted split units for IT protection of server.

Fire Protection Equipment

- (1) The Land Lord or Service Provider shall provide 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.

Ventilation (Forced)

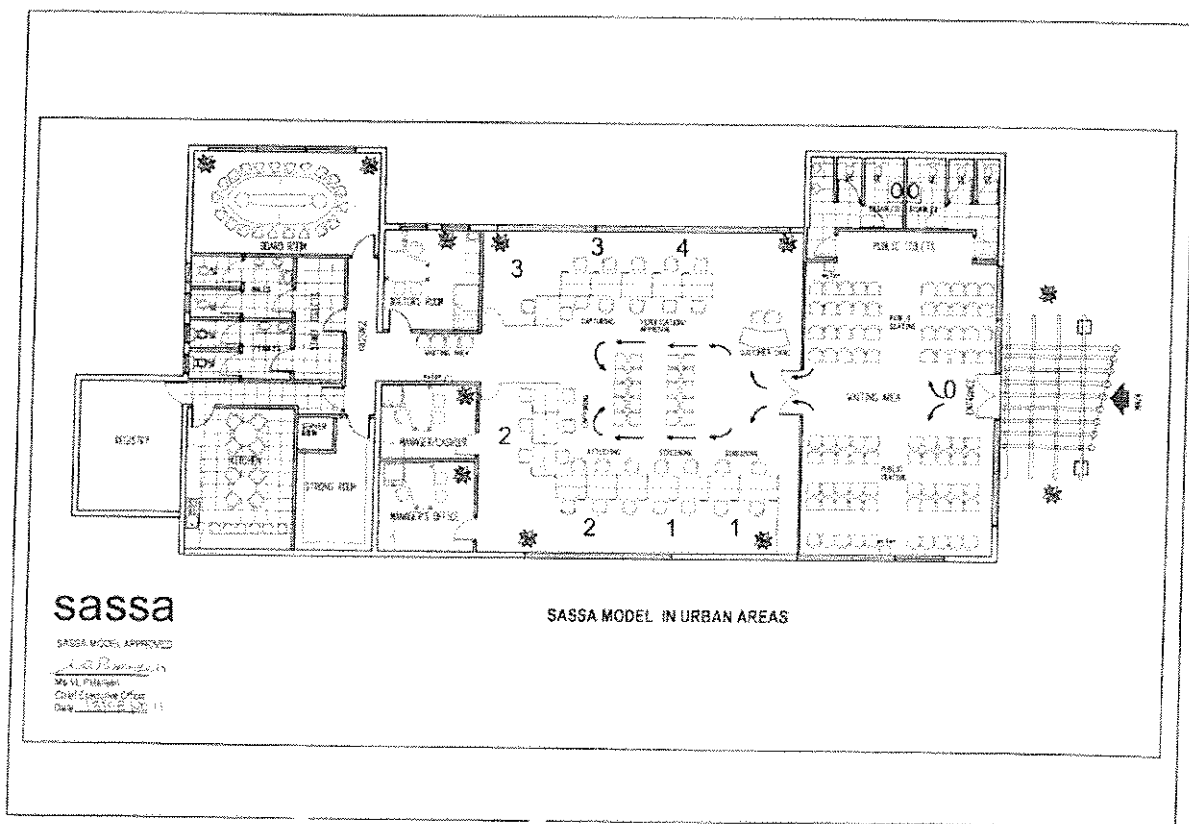
- (1) The entire rentable area shall be provided with an adequate volume of fresh air. In the event that natural ventilation is insufficient, then mechanical ventilation shall be in accordance with the National Building Regulations.

Name of Bidder	Signature	Date

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

SASSA's approved office layout Model for the local office

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5)
YEARS IN: Maquassi Hills, CBD



LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

(Annexure D).

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	716m²
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	R /m ²	

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

costs entail)			
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. RESPONSIBILITIES

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			

LEASING OF OFFICE ACCOMMODATION FOR SASSA NORTH WEST REGION (GRADE B OR ABOVE BUILDING) FOR A PERIOD OF FIVE (5) YEARS IN: Maquassi Hills, CBD

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)

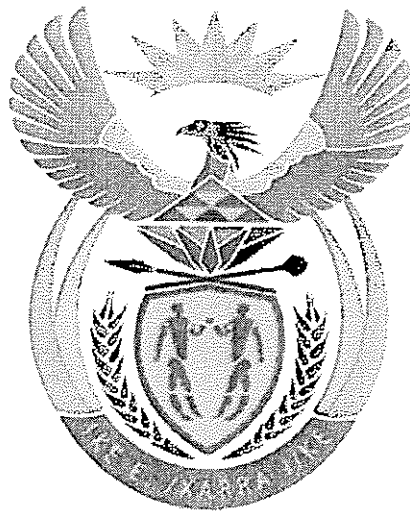
Does the building comply with the National Building Regulations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<input type="checkbox"/>

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
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NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
 - 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
 - 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
 - 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
 - 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
 - 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
 - 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
 - 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
 - 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
 - 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
 - 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
 - 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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

Js General Conditions of Contract (revised July 2010)