



Tender number: RFP 18/10/2021

Leasing of office space for the Gauteng Department of Education for a period of five (5) years in Tshwane South District Office in Pretoria CBD: 6299 M2 and 252 Parking Bays

December 2021

NAME OF TENDERING ENTITY :

TOTAL PRICE INCLUSIVE OF VAT: R.....

SBD1

PART A INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR THE PROJECT AS STATED BELOW UNDER DESCRIPTION | | | | | |
|---|--|---------------|---|-----------------------------------|---------|
| BID NUMBER: | RFP 18/10/2021 | CLOSING DATE: | 10 January 2022 | CLOSING TIME: | 11:00AM |
| DESCRIPTION | <p>Leasing of office accommodation and parking bays for the Gauteng Department of Education Tshwane South District Office in Pretoria CBD for a period of 5 years: 6299m2 and 252 parking Bays.</p> <p>Demarcations:</p> <ul style="list-style-type: none"> North: Pretoria Street (R104) South: Justice Mohammed/ Scheiding street (M11) East: Troye Street West: Kgosi Mampuru | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| <p>GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT GROUND FLOOR CORNERHOUSE BUILDING CORNER COMMISSIONER AND PRILEY KA ISAKA SEME (SAUER) STREET MARSHALLTOWN JOHANNESBURG</p> | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Gopolang Monkwe | | CONTACT PERSON | Busisiwe Motsididi | |
| TELEPHONE NUMBER | | | TELEPHONE NUMBER | | |
| FACSIMILE NUMBER | | | FACSIMILE NUMBER | | |
| E-MAIL ADDRESS | gopolang.monkwe@gauteng.gov.za | | E-MAIL ADDRESS | Busisiwe.motsididi@gauteng.gov.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | TBC | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER | TAX COMPLIANCE | | OR | CENTRAL | MAAA |

OFFICE ACCOMMODATION SPECIFICATION: PROCUREMENT OF OFFICE ACCOMMODATION FOR GAUTENG
DEPARTMENT OF EDUCATION TSHWANE SOUTH DISTRICT OFFICE

| | | | | | |
|---|--|--|--|-----------------------|--|
| COMPLIANCE STATUS | SYSTEM PIN: | | | SUPPLIER DATABASE No: | |
| 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:

INVITATION TO TENDER

| | | |
|--|---|---|
| Short description of requirements: | <p>Leasing of office accommodation and parking bays for the Gauteng Department of Education Tshwane South District Office in Pretoria CBD for a period of 5 years: 6299m2 and 252 parking Bays.</p> <p>Demarcations:</p> <ul style="list-style-type: none"> • North: Pretoria Street (R104) • South: Justice Mohammed/ Scheiding street (M11) • East: Troye Street • West: Kgosi Mampuru | |
| Tender number: | RFP 18/10/2021 | |
| Tender documents available from: <u>3 December 2021</u> | <p>e-Tenders publication portal of National Treasury or GPG e-tender portal</p> <p>https://e-tender.treasury.gov.za</p> <p>http://e-tenders.gauteng.gov.za</p> | |
| Price of tender documents: | Bid documents must be downloaded and printed on the e-Tender portal at bidders cost | |
| Closing date: | 10 January 2022 | |
| Closing time: | 11:00 AM | |
| Address for submission of tenders: | Department of Infrastructure Development (GDID Tender Box) | |
| | Corner House Building, | |
| | Corner Commissioner and Pixley Ka Isaka Seme Street (Sauer Street) Marshalltown | |
| | Johannesburg | |
| Tender Evaluation Steps: | 1) Mandatory | |
| | 2) Other Administration requirements | |
| | 3) Functionality | |
| | 4) Price and Preference Point System | |
| Non-Compulsory pre-bid meeting/site meeting | Meeting address: | https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmQzODJkZDAtZW50M2NkLWJhNDMtZDM1NjVlYmYtNzhk%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-901 |

| | | |
|--|---|---|
| (all bidders should join the online briefing meeting via the link provided in the advert) Bidders <u>will not</u> be disqualified for failing to attend the meeting | | d1feadc0d1af%22%2c%22Oid%22%3a%22b636ff9e-3416-4f94-bbde-0f36154756b4%22%7d |
| | Date of the meeting | 9 December 2021 |
| | Time of meeting: | 10h00 am |
| MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS | <i>(Failure to submit / meet or comply with the requirements outlined in Section 8. Mandatory / Compulsory Administrative Requirements of the Terms of Reference constitutes automatic disqualification of tender offer</i> | |
| ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT | <i>(These returnable documents applicable to this procurement and must be fully completed and submitted as outlined in Section 9. - Other Administrative Requirements that will be applicable to this Procurement of the Terms of Reference)</i> | |
| Functionality Evaluation Criteria: | <i>Functionality evaluation will be in accordance with Section 10. Functionality Evaluation Criteria of the Terms of Reference</i> | |
| Applicable PPPFA Price and Preference Point System: | | 80/20 OR 90/10 |
| Enquiries for technical issues: | Ms. Busisiwe Motsididi busisiwe.motsididi@gauteng.gov.za | |
| Enquiries for Compliance: | Ms. Gopolang Monkwe gopolang.monkwe@gauteng.gov.za | |
| This tender is subject to General Conditions of Contract, Special Conditions of Contract, Preferential Procurement Policy Framework Act no 5 of 2000 and its Regulations of 2017. | | |



Gauteng Department of Education

GDE OFFICE ACCOMMODATION SPECIFICATION FOR THE PROCUREMENT OF OFFICES SPACE FOR TSHWANE SOUTH DISTRICT OFFICES

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OFFICE ACCOMMODATION SPECIFICATION: EDUCATION

1. PURPOSE

The purpose of this request is to guide Department of Infrastructure to source office accommodation for the Gauteng Department of Education (Tshwane South District Office), for a period of 5 years with an option to renew. The office space required must cover the gross area of **6 299 m²** square meters and **252** parking bays (Employee's parking, visitors and G-fleet).

The building should be accessible to the Public transportation, near taxi ranks and/or passenger rail stations and user friendly to people with Disabilities and Older Persons. The space required with the gross area of **6 299 m²** (*six thousand two hundred and ninety-nine square meters*) of which 660 m² (*six hundred and sixty square meters*) will be for a registry area and **252** (*Two hundred and fifty-two*) parking bays.

2. LOCATION

In a block created by intersections of the following streets:

North: Pretorius street (R104)

South: Justice Mahomed / Scheiding Street(M11)

East: Troye Street

West: Kgosi Mampuru

3. ACCOMMODATION NORMS AND OTHER STIPULATIONS

Building Classification (G1) will be stipulated per area and will be in line with The National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977), as amended (SANS 10400). Office premises must comply with the Occupational Health and Safety Act No. 85 of 1993 as amended. (OHSA).

The bidder shall provide office space as set out in in Department of Public Works Norms and Standards for office accommodation, Notice 1665 of 2005. (N&S) The premises should make provision for the minimum accommodation as set out in Annexure A – Accommodation Schedule.

3.1. PROPERTY & OFFICE ACCOMMODATION

The leased premises existing or new shall comply with the latest local council by-laws and the National Building Regulations. Any program to prepare the premises to be legally compliant must be submitted as part of the required returnable documentation.

Provision of space including but not limited to office accommodation for the Gauteng Department of Education:

| | |
|--------------|-------------------|
| Office space | SANS 10400 |
| Office space | SANS 10400 Part S |

3.2. PARKING

An allocation of **252** covered parking bays is required and should the offered building not provide 252 covered parking bays, at least 80% (202 parking bays) must be covered parking bays and the remaining 20% (50 parking bays) should be shaded parking bays to accommodate the Department. The shaded parking bays must not be more than 500m away from the building provided.

The parking bay should not be less than 5000 mm in length and 2500 mm in width. The distance between parking bays should allow for vehicles to reverse with a minimum dimension of 7500 mm for 90-degree parking, 4800mm for 60-degree parking, 3800mm for 45-degree parking and 3500mm (side back-out) for Parallel parking. Paraplegic parking bays should be as per SANS 10400 – Part S.

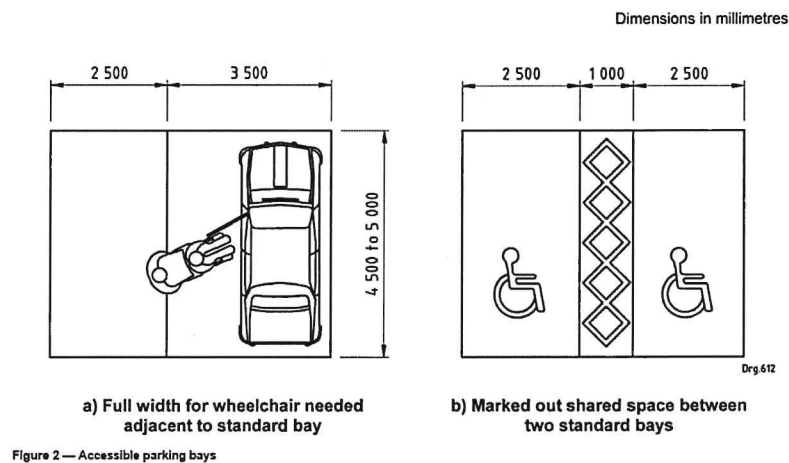


Figure 2 — Accessible parking bays

Image 1&2: South Africa, SANS10400 Part S, n.d. SANS 10400. Cape Town: Government Printer.

The following shall apply for disabled parking bays:

- Parking for disabled users must be located close to the entrance of the building/s, on a level surface.
- Provide a minimum of 1/200 disabled parking bays as per SANS 10400 – Part S, at every access point as required to promote equal access and equality in accordance with the Promotion of Equality and Prevention of unfair Discrimination Act, Act 4 of 2000 (PEPUDA) act.

3.3. STATUTORY DOCUMENTATION

Refer to Special Conditions for tender.

4. DEPARTMENT OF EDUCATION STANDARDS

4.1. OFFICE ACCOMMODATION STANDARDS

The provision of offices and support spaces should align to the Department of Public Works, Norms & Standards for Office Accommodation, Notice 1665 of 2005.

Furthermore, the Division of space should align to the Approved Staff Organogram for the District Office as herein attached (Annexure B).

The bidder will ensure that open-plan offices which will be made available, will accommodate a maximum number of 24 (144m² - 192m²) officials at a time.

Refer to the Accommodation Schedule (Annexure A).

4.2. HEATING, VENTILATION AND AIR CONDITIONING

The ventilation of the building must be in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The ambient temperature of all centralised air-conditioning units required will be 22°C. (Minimum variance 2°C up or down).

Split units or separately regulated air conditioning units to be installed in cellular offices, meeting rooms and common areas.

Where a building has a central system installed, and such a system is affected by the space planning exercise conducted, the bidder will ensure that the air-conditioning system is adjusted accordingly for regulation to be split per office space.

An air-quality test is to be conducted by a competent person, provided by the bidder prior to the building being occupied by the Gauteng Department of Education, and regular tests/ reports will be required every 6 months.

The air conditioning installation / units must at least have a remaining life expectancy of the lease term with a planned maintenance plan for air-conditioning available. A Mechanical Engineer's assessment report in this regard must be submitted with the RFP (request for approval).

Provisioning must be made for the Air-conditioning to be on a timer mechanism. Air conditioning in the server room should not be centralised but have a separate controller. See also items under maintenance.

4.3. TOILET FACILITIES

The bidder shall provide fully functional and/or refurbished ablution including Hygiene equipment as per the Gauteng Department of Education requirements or as otherwise agreed before beneficial occupation of the premises.

The following norms shall be applied:

4.3.1. Sanitary Fittings for Buildings (SANS 10400-1990)

The landlord shall provide fully functional and/or refurbished ablution (*to the satisfaction of the Department*) as per SANS 10400 Part P -DRAINAGE using Tables 5 to 8 for a population of the particular sex for which the minimum provision is to be determined, and Hygiene equipment as per the Gauteng Department of Education requirements or as otherwise agreed before beneficial occupation of the premises by the Gauteng Department of Education. The bidder shall provide ablution facilities for a population above 120 as required by the Gauteng Department of Education.

The following standards shall be applied:

| for a population of up to - | Male | | | Female | |
|-----------------------------------|--|--------|------------|------------------------------|----------------------------------|
| | WC Pans | Urinal | Washbasins | WC Pans | Washbasins |
| 120 | 3 | 6 | 5 | 9 | 5 |
| <i>In excess of 120 add:</i> | <i>1 WC, 1urinal & 1 Basin for every 100</i> | | | <i>1 WC for every 50</i> | <i>1 Basin for every 100</i> |

4.3.2. Sanitary Fixtures for Buildings (SANS 10400-1990)

A waterproof vanity slab (or similar and approved vanity top) around all basins and a mirror to comply with SANS standards. Hot and cold water as per SANS 10252 (SABS 0252-2) to be provided on each basin.

4.3.3. People with Disabilities

People with disabilities have a right of access to the facilities and services that the building offers in any location. Access must be provided to the site and building as well as to every facility in the building. (South Africa, SANS10400 Part S)

Toilet facilities for people with disability (Clients and Staff) must be provided for, according to National Building Regulations, SANS 10400 Part S – Facilities for persons with disabilities, (Annex 1). All facilities for people with disability to be fitted with approved grab rails. It must also be noted that the Gauteng Department of Education is committed to providing amenities to people with bodily constraints.

- Maximum allowable travel distance to Disabled WC from any point in the building shall not exceed 100m
- All dimensions & set-out to comply with SANS 10400, part S
- Provide shower facilities for Auxiliary staff in terms of the OHSA Act. Facilities must meet the minimum requirements that allows for equal access for users with disabilities.

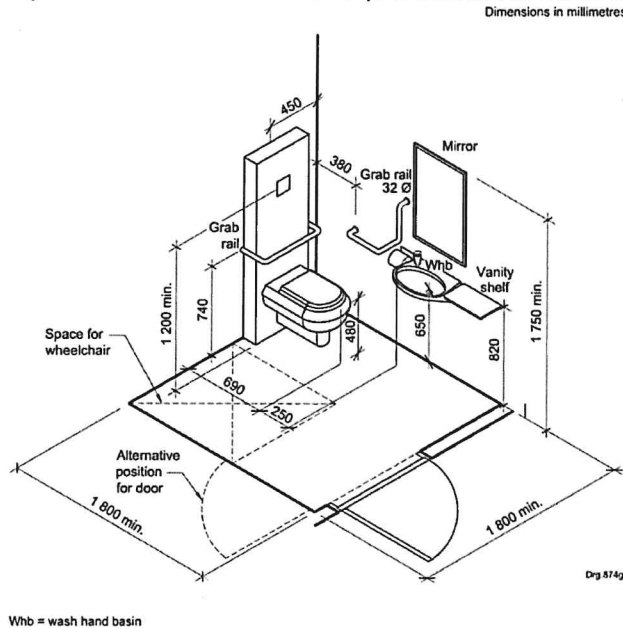


Image 3: Layout of Disabled Ablution Facility. South Africa, SANS10400 Part S, n.d. SANS 10400. Cape Town: Government Printer.

4.4. WATER SUPPLY

The municipal water supply to the premises shall be metered separately from other tenants. The facility to allow for a backup of water to be used in the facility for at least 8 hours of normal use at the required pressure.

Where there is backup water (reservoir) that will be used for drinking purposes, the bidder will ensure that such water storage systems are adequately maintained and that a water quality test is conducted every 6 months for the duration of the Lease.

The bidder prior to the Gauteng Department of Education occupying the building, will issue an initial water quality test conducted by a competent person.

Building with a minimum 10 000 Litre Reservoir with water pumps to supply firefighting equipment. Alternatively provide an undertaking for a reservoir. Note: Bidders will not get points by failing to provide an undertaking.

4.5. ELECTRICAL SUPPLY

The entire electrical installation must comply with the relevant and latest editions of the South African National Standard (SANS) namely SANS 10142. Furthermore, all Occupational Health and Safety (OHS) Regulations must be adhered to. The electrical supply to the premises shall be metered separately from other tenants.

As part of the tender documentation, all prospective Bidders must provide the Department with a certified copy of the Initial Electrical Certificate of Compliance (COC) and all Supplementary Electrical Certificates of Compliance where applicable.

Before the Department occupies the Building, the successful Bidder must provide the Department with an Electrical Certificate of Compliance not older than 6 months. If the building is not compliant then the successful Bidder must ensure that all necessary repairs are carried out at the successful Bidder's expense before the Department occupies the building and an updated Electrical COC handed over to the Department prior to occupation.

The updated Electrical COC must be in accordance with SANS 10142 and must cover the entire leased facility, that is all the floors, basements, parking areas, foyers, rooftops, outdoor areas, electric fencing, electric gates, electric booms, all Standby Power Supply installations, Un-Interruptible Power Supplies and outdoor structures.

The Electrical COC must also cover the electrical supply to the HVAC installation, the electrical supply to all emergency systems such as the fire detection system and the electrical supply to all lifts, escalators, service lifts and fireman's lifts as well as the electrical supply to all security installations, CCTV and alarms.

The power supply, where applicable shall be metered separately and power factor correction equipment shall be installed.

The relevant municipal authority shall also confirm the power supply stability. The installation is to comply with all relevant regulations and by-laws. Sufficient power supply must be provided to increase demand at peak times up to 20% of normal use.

Regarding the electricity account, the prospective Bidder must submit confirmation by the local authority that all fees and owed monies due by the prospective Bidder are paid up to date and that the electricity account is not in arrears.

4.5.1. Standby Power Supply

The Department requires that a Standby Power Supply be available to provide power during a power outage.

If a Standby Power Supply is not currently installed, provision must be made for such and it must meet the minimum Standby Power Supply requirements. Therefore, any program or plan to

install a Standby Power Supply must be submitted as part of the required returnable documentation.

The successful Bidder must ensure that the Standby Power Supply is installed, functional and has an Electrical COC before the Department occupies the building.

The Standby Power Supply must engage within 60 seconds or in accordance with the prescribed legislative requirements regarding Fire Safety Regulations and OHS Regulations.

The duration for the operation of the Standby Power Supply is governed by the appropriate legislative requirements regarding Fire Safety Regulations and OHS Regulations.

The equipment that must operate during a power outage is governed by the appropriate legislative requirements regarding Fire Safety Regulations and OHS Regulations

The Standby Power Supply, as a minimum is required, to provide power to the following equipment in the event of a power outage:

- All lifts including fireman's lift (if applicable) and service lifts
- Lights including emergency lighting
- Fire prevention systems (water tank pumps, fire detection systems, fire water pumps, fire alarms, smoke detectors, automated fire windows, fire emergency systems)
- Security systems (alarms, CCTV installations, server rooms, automated doors, access control areas)
- All other emergency related services.

4.5.1.1 Generators

Installed generators for the provision of the Standby Power Supply must as a minimum meet the specifications stated in the NRS 098:2008 Guidelines for the Safe Use of Standby/Portable Generators on Utilities' Networks.

The Generator must as minimum be able to meet the Standby Power Supply requirements listed above.

The Generator must have an automatic changeover switch with an appropriate switchover time to allow for minimal disruptions.

An appropriate maintenance plan and maintenance schedule for the generator must be submitted. Training for the operation and maintenance of the generator must be provided by the successful Bidder to the Department before the building is occupied.

The Generator must be started, tested, and run for at least an hour once a month. A full load test and switching test must be conducted at least yearly.

Suitable storage space must be provided by the successful Bidder for the Generator fuel. This storage space must include fire safety equipment and appropriate signage.

The successful Bidder must ensure that the generator is installed, functional and has an Electrical COC before the Department occupies the building.

4.5.1.2 Solar System

For Solar System Installations, whereby Photovoltaic Cells, Inverters, Batteries etc. are used for the Standby Power Supply, the installation must as minimum be able to meet the Standby Power Supply requirements listed above.

The Solar System must have sufficient storage capacity to meet the minimum Standby Power Supply requirements. If the Solar System Installation only partially meets the Standby Power Supply requirements, then a generator must be available to meet the shortfall.

The Solar System must have an automatic change over switch with an appropriate switchover time to allow for minimal disruptions.

An appropriate maintenance plan and schedule for the Solar System must be submitted. Training for the operation and of the Solar System must be provided by the successful Bidder to the Department before the building is occupied.

The Solar System batteries may not release any corrosive or combustible gases.

The successful Bidder must ensure that the Solar System is installed, functional and has an Electrical COC before the Department occupies the building.

4.5.2. Un-interruptible Power Supply (UPS) Requirements for non-emergency equipment

The building's un-interruptible power supply network must be supplied by the successful Bidder, all the un-interruptible power supply equipment will be provided by the Gauteng Department of Education, but all electrical connections and reticulation must be provided by the successful Bidder. The areas to be supplied with UPS to be determined during the tenant installation process.

The UPS must have sufficient capacity to provide backup power for an agreed upon time duration in the event of a power outage.

The UPS batteries may not release any corrosive or combustible gases.

The backup batteries and UPS for emergency lighting must be installed in a vandal proof, lockable and ventilated enclosure.

The time duration that the UPS must provide backup power is governed by the appropriate legislative requirements regarding Fire Safety Regulations and OHS Regulations.

4.5.3. Power Points

The successful Bidder must ensure the following –

4.5.3.1 Offices:

- For office space, each person shall be provided with one single normal power point
- For each third person, an additional white and additional red power point shall be installed. A maximum of five (5) users allocated to a 25A (Amp) circuit breaker.
- The total amount of power point to be provided in the office space shall be able to accommodate the number of officials as per staff organogram numbers.

4.5.3.2 Boardrooms:

Due to the digital age, the following minimum plug requirements are to be provided: Single-phase Double 15 Amp socket outlets near projection point / presentation point for Meeting Chair. Preferable to have a Data point / one Telephone point

Secondly for attendees, provide an additional 15 Amp socket per 4 people sharing per boardroom. (For a four-person boardroom it will entail a plug for presenter and an additional plug for sharing people). Consider include USB plugs as part of socket combinations, as a modernization option.

For large boardrooms (more than 10 people) provide an additional plug for Urns / coffee station in an appropriate position / proximity to entrance and to the main presentation area as not to cause disruptions during presentations while tea is served.

Various light configurations and the ability to dim the lights to allow for different uses of the board room (presentations/meetings) are strongly encouraged and would be preferable.

4.5.3.3 Passages:

Single-phase 15 Amp socket outlets in passages and operational areas shall be provided for cleaning and maintenance tasks and shall be wired separately from the power supply to the main operational areas. Each passage area to have a plug and the minimum distance for the repetition of these points should be at less than 20m apart.

Stores: Single-phase 15 Amp socket outlet shall be provided in each store, with additional 2 plugs for white plugs for IT Equipment stores.

4.5.4. Lightning Protection

The building must have lightning protection and surge protection, in compliance with the latest SANS namely SANS 10313: 2018 – Protection against lightning – Physical damage to structure and life hazard.

The buildings shall be protected against lightning in accordance all legal and statutory requirements.

4.5.5. Lighting

All interior lighting shall be designed and installed to conform to SABS 0114-1:1996 and SANS 10400 Part O – Lighting and Ventilation, for Buildings Classification G1. The building should have Energy saving light (LED recommended) bulbs, and where applicable, motion detection lighting to be installed. A professional lighting design engineer shall certify the design and installation and the cost consultants deemed to be included in the tendered rates.

The bidder should ensure that:

- Lighting for common areas have a separate switch from office spaces.
- Office space (cellular office and open-plan offices) are to have light switches in each space as required by the Gauteng Department of Education.
- Support spaces (meeting rooms, boardrooms, and stores) to have their own light switches in each space as required by the Gauteng Department of Education.

The lighting infrastructure of the proposed building should be designed in such a way that lights are on a time switch (An allowance for lighting to be switched on and off at a specific time determined by the Gauteng Department of Education). The bidder will ensure that these requirements are met prior to occupation.

Light positions should be co-ordinated with the office layouts, with a degree of flexibility. Lux levels to comply with OHS Environmental Regulations.

- Lighting to comply to SANS 10114-1: 2005 Edition 3 for interior
- SANS 10114-1:2005 Edition 3 Interior lighting Part 1: Artificial lighting of interiors
- SANS 10114-2:2009 edition 1.2 Part 2: Emergency lighting.

Lighting levels on stairways and in corridors/routes, both internally and externally, are an important part of safe vertical circulation, along with nosing on stairs and handrails.

All means of escape routes, which are routes that are normally unfamiliar to building users, require adequate lighting to find and locate the exit.

4.5.6. Data Points / Telephone points

Power points to be provided as per the Gauteng Department of Education requirements with the following guidelines:

For office space, each person shall be allocated with one data point and additional data points for individuals with printers.

In addition, provide data points for centrally located office printers.

Provide data points in board rooms, as per boardroom descriptions

Provide data points at Reception areas, Security areas and other as per client's request. (Check with IT Department)

4.5.7. WiFi

Buildings should be fully serviced, and every area should be able to receive WiFi of sufficient strength to allow for streaming video and audio content (aside from ablutions, storerooms / parking areas and other non-workspaces)

4.5.8. Illumination

- Access entrances illumination should be substantially higher than the surrounding areas and allow for easy identification of people
- Area illumination should illuminate the interior of their premises that are in darkness or have low lighting level
- Floodlighting to allow security personnel to observe shadow when intruders move around
- Illumination around the building in areas where there are obstructions
- Illumination where CCTV will be operating or in all corners
- Motion detection illumination
- All external light fittings, housings, switches, and controls must have a minimum ingress protection rating of at least IP 55 or IP65.

4.6. FIRE PROTECTION AND RISK MANAGEMENT

Before the building is occupied by the Department, a fire safety compliance certificate not older than three (3) months must be provided. The fire rationale plan must be provided, and a complete fire inspection must be done by the local fire inspector

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10040 Part T as amended. It will be required that a complete ASIB report be submitted, along with all other information regarding Fire compliance (Prior to Occupation). Provisioning, Certification, continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period. Annual servicing of firefighting equipment is the sole responsibility of the bidder.

Registries: CO2 Gas suppression is required for registries / archives.

4.6.1. Evacuation & Emergency Processes

- Approved evacuation plans & fire escape signage to be erected throughout the building in compliance with SANS10400
- Evacuation Chairs to be provided by the bidder to comply with Fire safety for Disabled People
- Functional back-up generators with compliance certificate, functional fire alarm system and smoke detector
- Fire Alarm to have a lighting warning system for hearing impaired employees in addition to sound system for able bodies.

Any upgrade to existing fire protection systems that may be needed due to the layout changes as required by the Gauteng Department of Education.

4.7. VERTICAL MOVEMENTS FOR OFFICE SPACE

4.7.1. Stairs

Stairs should allow free and easy flow of staff and clients. The minimum width for the stairway will be 1200 mm. If a stairways forms part of an escape route, such a stairway shall comply with SANS 10400 Part T 4.23

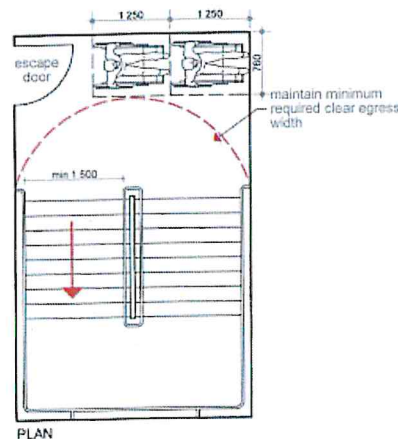


Image 4 &5: Stair with Evacuation Chair. Muller, P., 2013. Architecture: Building Construction Standards for South Africa. In: Architecture: Building Construction Standards for South Africa. Paarl: Architecture Publications (Pty) Ltd, pp. 72-101.

4.7.2. Lifts, Hoists and Escalators

Taking into account rules TT45 to TT48, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the SABS, it is required that the premise offered, if consisting of more than two storeys, shall be provided with at least one (1) lift to be utilised as a passenger lift to transport persons or goods with a minimum payload of 1000kg at any given time. The minimum clear entrance to the lift car shall be of such dimension that it will be accessible for a wheelchair. The minimum recommended car width and depth should respectively be 1000mm and 1500mm. If the building has a basement, the lift shall also serve that area.

4.7.2.1 Lift accessible to Disabled Persons

In any passenger lift installation (where ramps are insufficient or impractical), where passenger lifts are provided for disabled users, as per SANS10400:

- Lifts to have a minimum internal dimension of 1100mm width x 1400mm depth
- Have a doorway with an unobstructed width of not less than 800mm
- Have handrails on two sides at a height of 850mm and 1000mm above floor level of lift.
- Lifts must have braille signage as well as clear visual contrast letters to all indicator buttons
- Where possible a voice over / voice command could be installed as an additional measure for visually impaired users.

4.7.2.2 Lift/ Escalator Maintenance Contract

The offer shall at full occupation provide for the Rand value of an anticipated or actual maintenance contract, per lift or hoist, and shall be certified by an independent Lift Consulting Engineer as a fair maintenance cost. The maintenance costs will be the responsibility of the landlord. Maximum turnaround time to attend occupied stop or break down to be 30 minutes and 1hour for unoccupied stops.

All Lifts, Escalators and Passenger conveyer compliance certificates to be provided (Prior to occupation).

4.8. CARRYING CAPACITY OF FLOORS

The bidder shall issue a certificate, signed by an independent professional engineer (registered with ECSA) confirming the carrying capacity of such areas. The certificate will only be required once a bid is elected to be approved or as additional information upon request from the Gauteng Department of Education.

The Bidder will be responsible for the Structural Integrity of the building and must provide a Structural report annually, as outlined in the Health & Safety Act 85 of 1993, Construction Regulations 2005.

4.9. ASBESTOS & HARMFUL MATERIALS

The Bidder must provide a certificate that indicates the building is free of asbestos and other harmful materials (at bid submission) as outlined in the Health & safety Act 85 of 1993, Asbestos Regulations.

4.10. ACOUSTIC AND NOISE FOR OFFICE SPACE

All outside noise shall be reduced to an agreed acceptable level that allows people to perform their functions in compliance with relevant OHS Acts, Regulations and Municipal by-laws.

4.11. GREEN BUILDING TECHNOLOGY

The GDE is moving towards a sustainability conscience model for office accommodation. The bidders are encouraged to incorporate green technology in their buildings, such as:

- Water Saving Technology
- Energy Efficient Light Fittings
- Use of Grey Water / Recycling or Water
- Heat pumps / Solar (where applicable)
- Facilities for Recycling of Waste.

4.12. SECURITY & ACCESS

The offer should include the bidder's plan for the provision of security to the premises. The supply of additional specialist security installations will be the sole responsibility of the Gauteng Department of Education.

At the entrances to buildings only, proximity card readers, turnstiles and paraplegic gates will be provided under a separate contract, but such must be reflected for planning purposes on the layout drawings and such drawings must be approved and signed-off by Risk Management.

Security layout and access needs to be friendly and efficient and ensure the safety of occupants / users. It is necessary to screen individuals under the current COVID regulations that requires these occupants to enter the building for screening.

Visitors must be able to enter the building and wait inside to be checked and screened before entering/ access offices and internal lobbies of the buildings. Therefore, the security check point must be set back from the entrance door, to allow visitors to wait undercover before they go through security or people exiting the buildings to repack their laptops after screening.

5. RATES

5.1. Rates and Maintenance

Rental rates and operational charges shall also include all future maintenance required to keep the building operational and shall be adjusted annually on the adjustment date (Excluding generator fuel – to be provided by the Gauteng Department of Education).

Rates shall also include maintenance of the exterior of the premises/building. This shall include at least but not limited to the following.

- Windows
- Roofs
- HVAC including cleaning & disinfecting the diffusers inside & replacing of filters, etc. monthly or as might be required, cleaning & inspecting of panels, louvres, vents, fans , replacing of aircon gas where applicable & remotes must be checked and replaced if found to not work adequately
- Lightning protection
- Plumbing
- Common area electrical reticulation
- Grounds and gardens
- Storm water
- Parking; washing the external windows and facades and
- Generator maintenance.

The Gauteng Department of Education will be responsible for, subject to the above listed items, the cleaning of the interior of the premises, and the additional security for the premises.

5.1.1. Adjustments

Unless otherwise indicated, the annual escalation of the rental and operating charges shall be market related. The escalation rate will be subject to negotiations between DID and the successful bidder.

5.1.2. Variations to the Rate

The offer to specify all variations to the rates and a complete list of allowances must be provided to the Gauteng Department of Education.

5.2. CLEANING OF EXTERNAL SHOPFRONTS / WINDOWS FOR MULTI-STOREY BUILDINGS

The bidder shall be responsible for the cleaning of external windows on an annual basis or as required from time to time.

6. STANDARD SPECIFICATIONS

6.1. South African National Standards and Specifications

The accommodation offered shall comply with the laws or local authority requirements.

6.1.1. Occupational Health and Safety Act

The premises/building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended and the latest issue of SABS 0142: "Code of Practice for the Wiring of Premises".

1. Codes of Practice – Interior Lighting SABS 0114:1996 – Part 1.
2. The National Building Regulations and Building Standards (Act 103 of 1977), as amended (SANS 0040).
3. The municipal by-laws and any special requirements of the local supply authority.
4. The local fire regulations.
5. SANS 10313: 2018 – Protection against lightning – Physical damage to structure and life hazard.
6. Lifts, escalators and passenger conveyor regulation.
7. SOUTH AFRICAN NATIONAL STANDARD SANS 10142-1:2020 Edition 3, The wiring of premises Part 1: Low-voltage installations.
8. The OHS Act.

Copies of certificates confirming compliance to the above legislative requirement must be submitted together with your response to this RFP and the successful bidder must comply with the following prior to occupation of the building:

1. Latest Revised Occupation Certificate
2. Latest Revised Certificate of Compliance (Electrical and Plumbing).
3. Certificate of Compliance (Fire Escapes routes, Fire Detection/ Communication systems, Fire Suppression and Air Conditioning).
4. For lifts Annexure B Certificate
5. Structural Integrity report not older than 1 year signed by a registered Structural Engineer who is registered with ECSA

6.2. ADDITIONAL REQUIREMENTS

1. The building must be within walking distance (less than 1000m) of public transport services.
2. The building must be clearly visible from major local traffic routes.
3. The building must have an unimpeded entrance to the public area from street level
4. The building must be within proximity of public parking facilities and retail banking and other commercial nodes

5. The building must have ground floor coverage and be suitable for functional operations
6. The building must have available space on the ground floor for administration and intake
7. The building must have an IT Server room of 12 m² with air-conditioning.
8. The building must have strong rooms with concrete floors, concrete roofs and approved strong room doors on each floor.
9. The building must make provision for a registry facility to facilitate document filling and safekeeping (floor to be structurally sound to carry filling cabinets/load).

7. NON-COMPULSORY PRE-BID MEETING/SITE MEETING

The non-compulsory pre-bid meeting will be held online via Microsoft Team. The link to the meeting will be on the advert. All bidders should join the online briefing meeting via the link provided in the advert

NB: Bidders will not be disqualified for failing to attend the meeting.

8. MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS

Failure to submit / meet or comply with the following requirements constitutes automatic disqualification of tender offer.

- Submission of completed and signed SBD forms (SBD 1, SBD 3.1, SBD 4, SBD 8 and SBD 9)
- Submission of completed preference points claim Form (SBD 6.1) including an original or certified copy of a valid B-BBEE certificate issued by a SANAS Accredited Agency or original / certified copy of valid sworn affidavit with the bid document to substantiate preference points claimed. NB! Sworn affidavits must be signed by the deponent and attested to by a Commissioner of Oaths. (A trust, consortium or JV must submit an original and valid SANAS accredited consolidated B-BBEE certificate. No sworn affidavit will be accepted for a trust, consortium or JV). B-BBEE certificates or sworn affidavits that do not comply with B-BBEE requirements will forfeit preferential points
- The Building must be situated in Tshwane South District as per the boundaries/ demarcations below:
 - North: Pretoria Street (R104)
 - South: Justice Mohammed/ Scheiding street (M11)
 - East: Troye Street
 - West: Kgosi Mampuru
- Proof of ownership (Title Deed or Windeed Search) of the building by the bidder/Proxy or agreement between the bidder and the owner of the building. In case of lease agreement, the bidder must submit proof of right to sub-let.

- The size of the office space must be 6 299m² (floor plans must be provided).
- The required number of 252 parking bays must be provided and where the parking bays are not provided in the same building, the distance between the building and allocated parking bays must not be more than 500m apart. An allocation of 252 covered parking bays are required, however should the offered building not provide the required number of parking bays, at least 80% (202 parking bays) must be covered parking bays and the remaining 20% (50 parking bays) be shaded parking bays to accommodate the Gauteng Department of Education (floor plans must be provided).
- The building can be shared with other tenants, however there must be space demarcated for office space, kitchens, ablutions etc. that cannot be shared.
- Joint venture agreements or consortium agreement in case of joint venture or consortium must be signed by all parties thereto and must indicate the percentage revenue split between the parties
- Bidder must provide the Tenant Installation Allowance amount and Tenant Installation Requirements returnable documents as stated under Section 13 of this terms of reference
- The Bidder must provide a certificate that indicates the building is free of asbestos and other harmful materials
- A Mechanical Engineer's assessment report of the air conditioning installation / units must be submitted with the RFP (Request for Proposal)
- Bidders must provide the Department with a certified copy of the Initial Electrical Certificate of Compliance (COC) and all Supplementary Electrical Certificates of Compliance where applicable
- Any program or plan to install a Standby Power Supply must be submitted as part of the required returnable documentation
- An appropriate maintenance plan and maintenance schedule for the generator must be submitted
- Copies of certificates confirming compliance with the requirements of the Occupational Health and Safety Act outlined in paragraph 6.1.1 must be submitted together with the bidder's response to this RFP.

9. OTHER ADMINISTRATIVE REQUIREMENTS THAT WILL BE APPLICABLE TO THIS PROCUREMENT

- Submission of proof of registration with CSD (CSD registration report or MAAA number)
- Submission of a Tax Compliance Status PIN that will grant a third-party access to the bidder's Tax Compliance Status
- Submission of Company registration documents (e.g., Founding Statement CK1/ Certificate of Incorporation – CM1, etc.)
- Certified copy of the Identity Document of owners/shareholders/members/directors/ Trustees. Certification as a true copy of the original must not be older than 6 months prior to bid closing.
- Any program to prepare the premises to be legally compliant must be submitted as part of the required returnable documentation.

10. FUNCTIONALITY EVALUATION CRITERIA:

Failure to meet the prescribed minimum functionality threshold of 65 points will result in automatic disqualification

Bidders who meet the prescribed minimum functionality threshold of 65 points will be further evaluated in price and preference

| Functionality: | | | |
|--|---|------------------------------------|---------------|
| Functionality Total Points: | | 100 | |
| Minimum Functionality Threshold – Points: | | 65 | |
| Minimum % that should be achieved to be found responsive | | 65% | |
| Main functionality criteria: | Sub criteria | Points allocation for sub-criteria | Total Points: |
| Accessibility of building by people with disabilities | Parking for disabled users close to entrance of the building (2 points) | 5 points | 20 points |
| | Wheelchair ramp with Handrails (grabrails) provided (3 points). (3 Points will automatically be rewarded on the building that consists of only a single level) | | |
| | Ablution facilities for people with disabilities are provided on every floor to be occupied by the Gauteng Department of Education or an undertaking to provide same prior to occupation. The maximum allowable travel distance to the facilities from any point in the building shall not exceed 100m (Failure to provide undertaking Bidders will forfeit points) | 5 points | |
| | Minimum passage of 1200 mm width or an undertaking to comply with the minimum passage requirements. (Bidders will forfeit points for failure to provide an undertaking that they will comply with the minimum passage requirement prior to occupation) | 5 points | |
| | Entrance with at least 1000mm door width or an undertaking to comply with the minimum entrance requirements. (Bidders will forfeit points for failure to provide an undertaking that they will comply with the minimum entrance requirement prior to occupation) | 5 points | |

| Functionality: | | | |
|--|--|-----------|------------------|
| Occupational Health and Safety | <p>Availability of a standby generator on site with a minimum load capacity to power up the whole building in case of power outage. Generator must have automatic changeover switch with valid certificate, generator to be connected to water pump or an undertaking to install a generator prior occupation.</p> <p>(Bidders will forfeit points for failure to provide an undertaking that they will provide a generator to comply with the minimum load capacity to power up the building in case of power outage prior to occupation)</p> | 10 points | 30 points |
| | <p>Building with a minimum 10 000 L Reservoir with pressure pump which caters for a minimum 1-hour fire and 24 hours' portable water an undertaking to install a 10 000 L reservoir prior occupation.</p> <p>(Bidders will forfeit points for failure to provide an undertaking that they will provide 10 000 L reservoir prior occupation)</p> | 10 points | |
| | <p>Availability of HVAC (heating, Ventilation and Air-conditioning system. or an undertaking to install a HVAC system) prior to occupation.</p> <p>(Bidders will forfeit points by failing to provide same). (HVAC covers either split or central air-conditioning)</p> | 10 points | |
| Location of a building in relation to public transport. | Building within 200m from public Transport (Taxi Rank and Bus Stop/ Station) | 25 points | 25 points |
| | Building between 201m-400m from public transport (Taxi Rank and Bus Stop/ Station) | 20 points | |
| | Building between 401m and 600m away from public transport Taxi Rank and Bus Stop/ Station) | 15 points | |
| | Building between 601m and 800m from public transport (Taxi Rank and Bus Stop/ Station) | 10 points | |
| | Building between 801m and 1000m away from public transport (Taxi Rank and Bus Stop/ Station) | 5 points | |
| | Building over 1001m away from public transport (Taxi Rank and Bus Stop/ Station) | 0 points | |

| Functionality: | | | |
|--------------------------------|--|----------|------------------|
| Compliance Certificates | Copy of existing certificate of electrical compliance. | 5 points | 25 points |
| | Copy of existing Occupation Certificate (3 points) and valid zoning certificate (2 points) (Failure to provide both, bidders will forfeit points) | 5 points | |
| | Copy of existing certificate of compliance lifts (annexure B not older than two years) | 5 points | |
| | Copy of existing certificate of compliance (Plumbing) | 5 points | |
| | Building structural integrity certificate not older than five years or a Letter from a registered engineer indicating that that a building structural assessment has been conducted and that the building is structurally sound. | 5 points | |

11. SITE VISIT EVALUATION

The Gauteng Department of Infrastructure Development will undertake site visits to the shortlisted bidders to evaluate and confirm their responses to the bid specification requirements. Should the Department determine that the specifications attested to by the bidder do not meet the required compliance requirements outlined in the Terms of Reference, the bidder will be disqualified, and any points allocated to the bidder during the desktop functionality evaluation will be withdrawn.

12. PREFERENCE POINT SYSTEM EVALUATION

Gauteng Department of Infrastructure Development will apply the 80/20 or 90/10 preference point system in accordance with Regulations 6 and 7 of the Preferential Procurement Regulations, effective from 1 April 2017.

13. TENANT INSTALLATION REQUIREMENTS

The bidder shall provide the following documentation, that will form part of the required returnable documentation.

- As-built drawing for the building (approved by the municipality). All floors to be shown, including any basement parking.
- A detailed conditional assessment of the building, indicating the conditions of the floors, ceilings, walls, roofs, glazing, existing condition of HVAC and life expectancy of the units, firefighting equipment, parking,
- The bidder at his/her cost will make sure that the HVAC of the building complies with all requirements after the Gauteng Department of Education (has provided the spatial needs. The cost will be for the bidder and not form part of the Tenant Installation amount made available by the successful bidder.
- The Conditions of the floor finishes should be in good condition. The bidder shall make sure that the floor finishes are usable (free from defects rendering unsafe/unfit for use of preventing them from proper upkeep/cleaning), and the cost for fixing of floor finishes should not be allocated on the Tenant Installation provision to be made available by the successful bidder.

13.1. TENANT INSTALLATION ALLOWANCE

- The installation allowance provided by the successful bidder shall be adequate to install the premises in accordance with the requirements of the Gauteng Department of Education.
- The bidder shall attend to the installation of the premises, including the provision of floor coverings, drywalling, wall coverings, doors and ironmongery thereto, and VAT; limited to a maximum of the rate specified.
- The bidder should take into account the space planning exercise that will be required, and the tenant installation allowance should be such that it will not require cost overruns.
- Furthermore, the bidder to ensure that their tenant installation amount accommodates and includes all costing for the entire tenant installation based on all the tenant installation needs as per the provided requirements and functional floor layouts.

The tenant installation (from inception to beneficial occupation) should be completed within a maximum of 8 months.

Provision should be made for the following

Tenant Installation amount should be aligned with following specifications into consideration:

1. Walls (demarcations of spaces)
 - a. Drywalling for Offices
The Tenant Installation Amount should be able to accommodate the drywalling for offices as indicate in the Annexure A (Accommodation Schedule) & Space

Calculations, executive office, 10 Cellular offices and open plans to accommodate 320 officials. Partitioning to be:

- i. Fire rated Plaster boards (1hr) manufactured in accordance with the latest edition of SANS 266:2003 edition 2.2 consisting of aerated gypsum core with suitable additions fibreglass stands and unexfoliated vermiculite bonded to durable paper liners.
- ii. The framework of the drywall systems shall be manufactures of galvanised steel as recommended by the manufacture.

b. Meeting rooms and Boardrooms.

Provision for glazed panels for meeting rooms to be considered with the following:

- i. Safety Glazing as pe SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the markings are visible in individual panes after installation.

2. Floor Covering

a. Cellular Offices (for 11 offices)

- i. 600mm x 600mm (or similar approved) non-slip Porcelain floor tiles, suitable for General commercial application (Class 32) with minimum 5-year guarantee under general contact use.

b. Open Plan Offices (for 320 officials)

- i. 500mm x 500mm (or similar approved) non-slip Porcelain floor tiles, suitable for General commercial application (Class 32) with minimum 5 year guarantee under general contact use.

c. Boardrooms and meeting rooms:

- i. 500mm x 500mm (or similar approved) Carpet tiles, suitable for General commercial application (Class 32) with minimum 5-year guarantee under general contact use.

d. Common areas (Passages, lobbies and waiting areas incl. Reception Area)

- i. 600 x 600mm non-slip Porcelain floor (or Similar and approved) tiles laid. Allow for good quality porcelain tile adhesive and tile grout as recommended by tile supplier.

e. Registry and filing rooms:

- i. 600 x 600mm non-slip Porcelain floor (or Similar and approved) tiles laid. Allow for good quality porcelain tile adhesive and tile grout as recommended by tile supplier.

3. Doors and Ironmongery

a. Cellular Office

- i. 2400 x 813mm (or Similar and approved) semi-solid fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.

b. Open plan Offices

- i. 2400 x 813mm (or Similar and approved) semi-solid fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.

c. Boardrooms and meeting rooms:

- i. Safety Glazing door as pe SANS 10400 Part N where all safety glazing shall be permanently marked by the installer in such a manner that the markings are visible in individual panes after installation.

- d. Registry and filing rooms:
 - i. 1 and half leaf doors (or Similar and approved) semi-solid (1hour) fire rated doors with door furniture (ironmongery) included, for partition wall and brick walls where applicable.
- 4. Wall covering
 - a. Cellular Offices
 - i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.
 - b. Open Plan offices
 - i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.
 - c. Boardrooms and meeting rooms
 - i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.
 - d. Common areas (Passages, lobbies and waiting areas incl. Reception Area)
 - i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.
 - e. Registry and filing rooms:
 - i. Walls to be painted with 2 coats durable and washable paint as per manufacturers specification.

13.2. ENTRANCE AND RECEPTION AREAS

Provide a dedicated reception area at ground floor / entrance areas. In addition, a small reception area can be provided on floors where public will be received accompanied by a small waiting area.

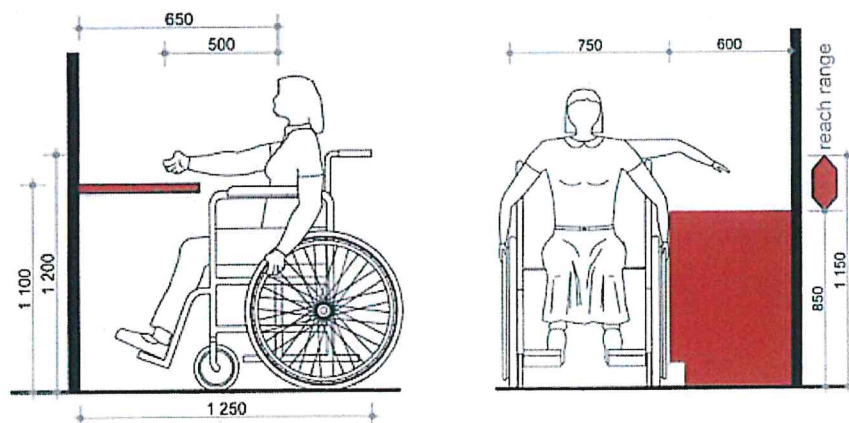


Image 6&7: Disabled friendly counter heights & width. Muller, P., 2013. Architecture: Building Construction Standards for South Africa. In: Architecture: Building Construction Standards for South Africa. Paarl: Architecture Publications (Pty) Ltd, pp. 72-101.

13.3. ACCESS ROUTES

Provision of an accessible route from the site / building entrance or drop-off areas to main entrance of the building must be provided. (South Africa, SANS10400 Part S). The width of access routes should be determined by the amount of user, as well as stipulations from SANS 10400, Part T.

| Description | Width of Access |
|---------------------------|-----------------|
| High Traffic Area | 1800mm |
| Medium Traffic Areas | 1500mm |
| Low Traffic Areas | 1200mm |
| Recommended minimum width | 1000mm |
| Minimum width | 900mm |

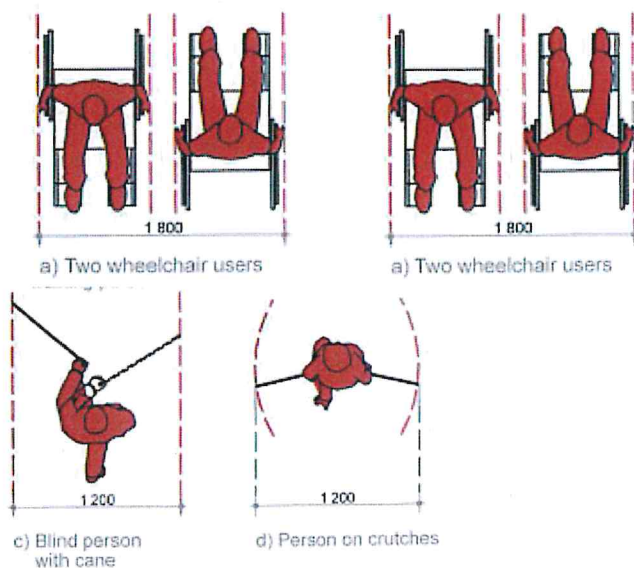


Image 8: Disabled friendly counter heights & width. Muller, P., 2013. Architecture: Building Construction Standards for South Africa. In: Architecture: Building Construction Standards for South Africa. Paarl: Architecture Publications (Pty) Ltd, pp. 72-101.

13.4. DOORS AND WALKWAYS

- Passages / Walkways to be minimum of 1,2m wide for wheelchairs to pass each other, or where it is not possible frequent intervals must be provided where wheelchairs are able to pass each other

- Where wheelchairs need to change direction allow for 1,5m turning circle. See SANS10400 Part S
- Doorways should be a minimum of 813mm, however the 900mm door is preferable for ablutions, and one-and-a-half leaf doors / double doors for high access areas like therapy areas, multi-purpose areas, computer labs, libraries, etc.
- Any handle fitted to a door leaf of any door in emergency route or feeder route or toilet facility for use of disabled persons shall be of lever type and be installed at a height of not more than 1200mm above floor level
- Any difference in level of the surface of a floor at any threshold shall not be more than 15mm.

13.5. FITTINGS & FIXTURES (Blinds, etc.)

All windows to have fully functional blinds of high quality in neutral colour scheme

13.6. SIGNAGE & WAYFINDING

One of the most useful tools for orientation in the building is the provision of signage and way finding methods. The following is required as a Departmental standard for disabled users:

- All bathrooms, common areas, boardrooms, tearooms, kitchenette, must have signage that complies to universal design for signage
- All stairways & lifts must have clear signage to indicate presence
- Rooms to have room number indicated on signage above or on the door
- Signage must have a high contrast background to users with low vision to distinguish letters from background, size an lettering type to comply to universal signage standards
- The installation height must comply to international standards
- At the entrances to such buildings, signage (which may be pictograms) indicating no guns, no smoking and no motorcycle helmets are to be provided. Additionally, a sign saying "Access to these premises is subject to the provisions of the Control of Access to Public Premises and Vehicles Act. 1985" is to be provided.
- Gun safes (to SABS specification 953 - I:2000) are to be provided either integral to the Security desks in building foyers or bolted to an adjacent wall. Pigeon hole type safes, minimum 150. high x 190 wide x 160mm deep, with 2 separate key-locks are required. The number of such, for the particular locality must be obtained from the project co-ordinator.

14. SPECIAL CONDITIONS OF TENDER

14.1. SPECIAL CONDITIONS FOR BIDDER TO FULFIL PRIOR TO BID SUBMISSION

- Occupation Certificate (latest available of previous council submission/ approval)
- Submit Zoning Certificate for commercial purposes
- Energy Efficiency Certificate (if applicable)
- Structural Engineering Report (not older than 5 years), Building structural integrity report (annually) as per OHSA Act Copy of existing certificate of compliance (Electrical)
- Certificate of Compliance (Plumbing)
- Fire Detection Certificate
- COC-Fire Installation & Fire Protection & Fire Equipment
- Waterproofing Guarantee
- Glazing Certificate
- Certificate of Compliance (Electrical)
- COC – HVAC (Air Conditioning), bidders must provide proof of functionality by a registered engineer and an air quality certificate prior occupation.
- Lifts – SANS – Comprehensive Report
- Water Quality Test
- Copy of valid existing plans
- Certificate of compliance Lifts (Annexure B)
- Maintenance Contract for Lift
- Building Plans (in dwg / Revit format) (Electrical, Ceiling, layout, etc.)
- Certificate of Compliance (Fire Escapes routes, Fire Detection/ Communication systems, Fire Suppression and Air Conditioning)
- Documented report & photos of the existing state/condition of the facility at handover (including condition of the existing building & items, fixed fittings, stoves, etc.) prior to occupation
- Copy of Asbestos Clearance Certificate, certifying that building does not contain harmful materials in line with OHSA act as issued by AIA
- Pest Control Certificate
- Gas (if applicable) The landlord will be required to sign the Department of Infrastructure Development and Property Management's (DIDPM) lease agreement facilitated on behalf of the Gauteng Department of Education.

15. COST CALCULATION

The following costing tables must be duly completed:

| A. Rental for Office Space | | | | | | | |
|----------------------------|-----------------------------------|-------------------------|---------------------------------------|-----------|--------------------------------|-------------------------------|------------------------------|
| Period | Office Space Total m ² | Rate per m ² | Basic Rental Cost per Month excl. VAT | VAT @ 15% | Total Cost per Month incl. VAT | Total Cost per Year incl. VAT | Cumulative Cost Year-on-Year |
| 1 st year | 6299 m ² | | | | | | |

| | | | | | | | |
|---|---------------------|--|--|--|--|---|--|
| 2 nd year | 6299 m ² | | | | | | |
| 3 rd year | 6299 m ² | | | | | | |
| 4 th year | 6299 m ² | | | | | | |
| 5 th year | 6299 m ² | | | | | | |
| Total | 6299 m ² | | | | | | |
| Grand Total: Office Space for 5 Years – | | | | | | R | |

| B. Rental for Covered Parking Bays | | | | | | | |
|--|-----------------------------|------------------|------------------------|-----|--------------------------------|-------------------------------|------------------------------|
| Period | No. of Covered Parking Bays | Rate per bay p/m | Basic Rental excl. VAT | VAT | Total Cost per Month incl. VAT | Total Cost per Year incl. VAT | Cumulative Cost Year-on-Year |
| 1 st year | | | | | | | |
| 2 nd year | | | | | | | |
| 3 rd year | | | | | | | |
| 4 th year | | | | | | | |
| 5 th year | | | | | | | |
| Total | | | | | | | |
| Grand Total: Covered Parking Space for 5 Years | | | | | | R | |

| C. Rental for Shaded Parking Bays | | | | | | | |
|---|----------------------------|------------------|------------------------|-----|--------------------------------|-------------------------------|------------------------------|
| Period | No. of Shaded Parking Bays | Rate per bay p/m | Basic Rental excl. VAT | VAT | Total Cost per Month incl. VAT | Total Cost per Year incl. VAT | Cumulative Cost Year-on-Year |
| 1 st year | | | | | | | |
| 2 nd year | | | | | | | |
| 3 rd year | | | | | | | |
| 4 th year | | | | | | | |
| 5 th year | | | | | | | |
| Total | | | | | | | |
| Grand Total: Shaded Parking Space for 5 Years | | | | | | R | |

| | |
|-----------------------------------|---|
| Grand Total Parking Space (B + C) | R |
|-----------------------------------|---|

Tenant Installation Allowance

| No. | Rate per m ² | Total Contribution |
|-----|-------------------------|--------------------|
| 1 | | |
| 2 | | |

Total Bid Price for Office Space, Parking Bays VAT Included (A+B+C):

R _____
(to be carried over to SBD 1)

16. QUERIES

Queries in respect of the proposal should be directed as follows:

Compliance Queries:

Gopolang Monkwe

E-mail: gopolang.monkwe@gauteng.gov.za

Technical Queries:

Busisiwe Motsididi

Email: busisiwe.motsididi@gauteng.gov.za

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..... |
| Closing Time 11:00 | Closing date..... |

OFFER TO BE VALID FOR.....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

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
- (e) Parliament.

²"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 the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars.

.....

YES/NO

```
*****
*****
*****
*****
```

YES/NO

.....

.....

.....

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

[illegible]

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



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 AND THE AMENDED B-BBEE CODES.

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. The value of this bid is estimated to Select R50 000 000 (all applicable taxes included) and therefore the... Select Pointssystem shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE

Select Price Points

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

Select B-BBEE Level

Total points for Price and B-BBEE must not exceed

100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by



Preference Points Claim for Bids: PA-16

Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 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.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **"consortium or joint venture"** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **"Firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;



Preference Points Claim for Bids: PA-16

- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10



Preference Points Claim for Bids: PA-16

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 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 |

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the



contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

.....%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

| Designated Group: An EME or QSE which is at least 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 | | |

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :



9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the 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 contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and



Preference Points Claim for Bids: PA-16

(e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

DATE:.....

.....
SIGNATURE(S) OF BIDDER(S)

ADDRESS:.....

.....

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: | | |
| 4.3 | <p>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?</p> | 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

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.

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

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 consortium³ 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.

³ 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

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THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

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 Programme (NIP)** 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)