



GAUTENG PROVINCE
INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

Tender number: RFP 17/09/2021

**LEASING OF 1000 PARKING BAYS FOR CHARLOTTE
MAXEKE HOSPITAL IN PARKTOWN FOR A PERIOD OF
TWELVE (12) MONTHS**

December 2021

NAME OF TENDERING ENTITY :

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

DEPARTMENT OF HEALTH – CHARLOTTE MAXEKE (1 000 PARKING BAYS)



GAUTENG PROVINCE

INFRASTRUCTURE DEVELOPMENT
REPUBLIC OF SOUTH AFRICA

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CSIR					
BID NUMBER:	RFP 17/09/2021	CLOSING DATE:	10 January 2022	CLOSING TIME:	11:00AM
DESCRIPTION	LEASING OF 1000 PARKING BAYS FOR CHARLOTTE MAXEKE HOSPITAL IN PARKTOWN FOR A PERIOD OF TWELVE (12) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
GAUTENG DEPARTMENT OF INFRASTRUCTURE DEVELOPMENT GROUND FLOOR CORNERHOUSE BUILDING CORNER COMMISSIONER AND PRILEY KA ISAKA SEME (SAUER) STREET MARSHALLTOWN JOHANNESBURG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Gopolang Monkwe		CONTACT PERSON	Vuyisile Zote	
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	gopolang.monkwe@gauteng.gov.za		E-MAIL ADDRESS	vuyisile.zote@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 COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

DEPARTMENT OF HEALTH – CHARLOTTE MAXEKE (1 000 PARKING BAYS)

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
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[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? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA
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:	LEASING OF 1000 PARKING BAYS FOR CHARLOTTE MAXEKE HOSPITAL IN PARKTOWN FOR A PERIOD OF TWELVE (12) MONTHS	
Tender number:	RFP 17/09/2021	
Tender documents available from: <u>3 December 2021</u>	e-Tenders publication portal (GPG e-tender portal) http://e-tenders.gauteng.gov.za	
Price of tender documents:	Bid documents must be downloaded and printed on the e-Tender portal at bidders cost.	
Closing date:	10 January 2022 NB: There will not be public tender closing. However, closing registers will be uploaded on the e-tender portal 10 days after the tender closes.	
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 <i>(all bidders should join the online briefing meeting via the link provided)</i>	Meeting address:	https://teams.microsoft.com/l/meetup-join/19%3ameeting_OWM0YTFmMWUtMzYyMy00MjFiLTljNTYtYmMzNTRhM2JmYjk3%40thread.v2/0?context=%7b%22Tid%22%3a%22003f7489-c006-4532-90f3-d1feadc0d1af%22%2c%22Oid%22%3a%22b636ff9e-3416-4f94-bbde-0f36154756b4%22%7d
	Date of the meeting	8 December 2021

<i>Bidders will not be disqualified for failing to attend the meeting</i>	Time of meeting:	10h00 am
MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS <i>(Failure to submit / meet or comply with the following requirements constitute automatic disqualification of tender offer)</i>	Submission of duly 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! Affidavit must be signed by deponent and attested by a Commissioner of Oath. (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.	
	SANAS accredited B-BBEE level of contribution certificate or sworn affidavit if B-BBEE points are claimed. Failure to submit same, bidders will forfeit points. The bidder must submit only one. The bidder who submit both the certificate and the sworn affidavit which are contradictory will be disqualified.	
	The parking bays must be situated within 3km radius from Charlotte Maxeke Hospital.	
	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.	
	Joint venture agreements or consortia 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.	
	CSD registration report / CSD suppliers' reference (MAAA number)	
ADMINISTRATIVE COMPLIANCE THAT WILL BE APPLICABLE TO THIS PROCUREMENT <i>(These returnable documents are applicable to this procurement)</i>	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 not older than 3 months from the bid closing date	
	Submission of tax compliance status pin that will grant third party access to bidder's tax compliance status	

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 <i>Failure to adhere to the requirements as per item 5.3 in the document, bidders will forfeit points.</i>	This tender will be evaluated against functionality and only tenderers that obtain the minimum functionality threshold/ score of 65 points will be further evaluated on price and preference.	
	TOTAL FUNCTIONALITY POINTS : 100 POINTS. MINIMUM FUNCTIONALITY THRESHOLD: 65 POINTS	
	NB: Bidders must obtain a minimum of 65 points to be considered for further evaluation (price and preference)	
	Functionality Criteria:	
	Functionality Criteria	Weighting Factor
	Accessibility of building by people with disabilities	20
	Occupational Health and Safety	30
Location of a building in relation to public transport.	25	
Compliance Certificates <i>(Copies of compliance certificated must be certified, and the certification date should not be more that 3 months after the bid closing date.)</i>	25	
Applicable PPPFA Price and Preference Point System:		80/20
Enquiries for technical issues:	Mr. Rotshidzwa Ralukake rotshidzwa.ralukake@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.		

Applicable PPPFA Price and Preference Point System:		80/20
Enquiries for technical issues:	Mr. Vuyisile Zote vuyisile.zote@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.		

**LEASING OF 1000 PARKING BAYS
FOR CHARLOTTE MAXEKE
HOSPITAL IN PARKTOWN FOR A
PERIOD OF TWELVE (12) MONTHS**

DEPARTMENT OF HEALTH

1. PURPOSE

The purpose of this RFP is to source a 1 000 parking bays for the Department of Health - Charlotte Maxeke Hospital within a 3km radius of the hospital.

2. ACCOMODATION NORMS AND OTHER STIPULATIONS

The building shall comply with local council by-laws and the National Building Regulations. Building grade will be stipulated per area and will be in line with The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977), as amended (SANS 0040). Parking Premises must comply with the Occupational Health and Safety Act No.85 of 1993 as amended. (OHSA).

2.1 PARKING FACILITY

Provision of parking bays for the Department of Health – Charlotte Maxeke Hospital.

Parking Bays	SANS 10400
Parking Bays	SANS 10400S

2.2 BUILDING REGULATIONS AND COMPLIANCE

The leased premises shall comply with 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.

2.2.1 PARKING

An allocation of 1 000 parking bays to accommodate the Department of Health that must be situated within 3km radius of Charlotte Maxeke Hospital.

2.2.2 Minimum dimension for parking bays

- 2500mm x 5500mm for a standard parking bay as per SANS 10400 (990)
- 3500mm x 5500mm for people with disabilities (10)

3. DEPARTMENT OF HEALTH STANDARDS

3.1.1 Toilet Facilities

The bidder shall provide fully functional new or refurbished ablution including Hygiene equipment as per department requirements or as otherwise agreed at Beneficial Occupation.

3.1.2 Emergency power – configuration

The entire leased premise to be fully functional during any power failure via standby generator/s. The capacity of the generator and electrical design / installations must provide for this requirement. Generator to power Lifts, Emergency lights, water tanks and the red plugs.

3.1.3 Lighting protection

The building shall have sufficient lighting protection.

3.1.4 Lighting

All interior lighting shall be designed and installed to conform to SABS 0114-1:1996. A professional lighting design engineer shall certify the design and installation and the cost consultants deemed to be included in the tendered rates.

3.2 FIRE PROTECTION AND RISK MANAGEMENT

Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10040 as amended. It will be required that a complete ASIB report be submitted, along with all other information regarding Fire compliance. Provisioning, Certification, continuous maintenance of the installations and equipment will be the responsibility of the landlord for the duration of the lease period.

3.3 VERTICAL MOVEMENTS FOR PARKING FACILITY

3.3.2 Stairs

Stairs should be a minimum width of 1200mm to allow free movement of staff. All staircases to including emergency lighting as per SANS 10400 PART T.

3.3.3 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 premises offered, which consists of more than two storeys, shall be provided with at least one (1) lift to be utilised as a passenger lift to transport at least eight (8) persons or goods with a minimum payload of 1 000kg at any given time. The minimum clear entrance to the lift car shall be of such dimension that it will be accessible for wheelchair. The minimum recommended car width and depth should respectively be 1 000mm and 1 500mm. If the building has a basement, the lift shall also serve that area.

The number of lifts required to service functional areas shall be determined and the calculation will be provided as part of the RFP issued to DIDPM.

3.3.3.1 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.

3.4 SECURITY

The offer should include the bidder's plan for the provision of security to safeguard their own premises and access control, at their own cost. Any additional security requirements will be undertaken by the Department of Health.

3.5 ACCESSIBILITY TO THE BUILDING

The building shall accommodate disabled people and comply with the relevant acts, regulations and municipal by-laws and ensure that if the building does not have wheelchair ramps with handrails that it is provided for prior occupation.

4. RATES

4.1 Rates and Maintenance

As and when requested by Department of Health 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.

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

- Windows
- Roofs
- HVAC including cleaning the diffusers inside
- Lightning protection
- Plumbing
- Common area electrical reticulation
- Grounds and gardens
- Storm water
- Parking; washing the external windows and facades and
- Generator maintenance

4.1.1 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 DIDPM and the successful bidder.

4.1.2 Variations to the rate

The offer to specify all variations to the rates and a complete list of Allowances must be provided to the Department of Health.

5. STANDARD SPECIFICATIONS

5.1 SANS SPECIFICATIONS

The PARKING offered shall comply at a minimum to the relevant laws and local authority requirements

5.1.1 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".

5.1.2 Codes of Practice – Interior Lighting SABS 0114:1996 – Part 1

5.1.3 The National Building Regulations and Building Standards Acts 1977(Act 103 of 1977), as amended (SANS 0040).

5.1.4 The municipal by-laws and any special requirements of the local supply authority; and

5.1.5 The local fire regulations.

Copies of certificates confirming compliance to the above legislative requirement must be submitted together with your response to this RFP, furthermore the following certificates will be required to be submitted with the bid document:

MANDATORY / COMPULSORY ADMINISTRATIVE REQUIREMENTS

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

- Invitation to bid (SBD 1)
- Pricing schedule for firm prices (SBD 3.1)
- Declaration of interest (SBD 4)
- 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 a valid Sworn Affidavit with the bid documents to substantiate preference points claimed.
- NB! Sworn affidavit must be signed by deponent and attested by a Commissioner of Oath. (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.
- S SANAS accredited B-BBEE level of contribution certificate or sworn affidavit if B-BBEE points are claimed. Failure to submit same, bidders will forfeit points. The bidder must submit only

one. The bidder who submit both the certificate and the sworn affidavit which are contradictory will be disqualified.

- Declaration of bidders past Supply Chain Management Practices (SBD 8)
- Certificate of Independent Bid Determination (SBD 9)
- The parking bays must be situated within 3km radius from Charlotte Maxeke Hospital.
- Proof of ownership 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 sublet.
- Joint venture agreements or consortia 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.
- CSD registration report / CSD suppliers' reference (MAAA number)
- In the case that the building is 500m from Charlotte Maxeke Hospital, the bidder is to provide an undertaking that they will provide shuttle services. The shuttle should operate between 06:00 and 20:00 (the shuttle service price should be included in the offer).

5.2 OTHER ADMINISTRATIVE REQUIREMENTS THAT WILL BE APPLICABLE TO THIS PROCUREMENT

(Failure to submit / meet or comply with the following requirements **DOES NOT** constitute disqualification)

- 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 not older than 3 months from the bid closing date
- Submission of tax compliance status pin that will grant third party access to bidder's tax compliance status
- The building where the parking bays are, must be conveniently accessible from major local traffic routes
- Unimpeded entrance to the public area from street level
- Close proximity of public parking facilities and retail banking and other commercial nodes
- Ground floor coverage and suitability for functional operations
- Available space in the ground floor for administration and intake

Furthermore, the following certificates will be required to be submitted before Occupancy:

- Occupation Certificate
- Zoning Certificate
- Energy Efficiency Certificate (if applicable)
- Structural Engineering Report (not older than 5 years)
- Certificate of Compliance (Plumbing)
- Fire Detection Certificate
- COC-Fire Installation & Fire Protection & Fire Equipment
- Waterproofing Guarantee
- Certificate of Compliance (Electrical)
- Certificate of Compliance – HVAC (Air Conditioning) if no natural airflow
- Lifts – SANS – Comprehensive Report if applicable

5.3 FUNCTIONALITY EVALUATION CRITERIA IF APPLICABLE:

During this stage bids that do not meet the minimum threshold of **65 points** for functionality evaluation will be **disqualified** and **will not be considered** for the second stage of evaluation i.e. price and preference points.

Functionality:	
Functionality total weight points:	100 points
Minimum % that should be achieved to be found responsive.	65 points

Main functionality criteria:	Sub criteria	Points allocation for sub-criteria	Weighting factor:
Accessibility of building by people with disabilities <i>Failure to adhere to the requirements or submitting an undertaking to adhere prior occupation will lead to bidders forfeiting points.</i>	Wheelchair ramps with handrails at entrance or an undertaking to provide same prior occupation. (Provide pictures. Bidders will forfeit points by failing to provide Wheelchair ramps with handrails at entrance or an undertaking to provide same prior occupation)	7	28
	Disabled ablution at the parking premises or undertaking to provide disabled ablution prior occupation. (Provide pictures. Bidders will forfeit points by failing to provide disabled ablution or an undertaking to provide same prior occupation)	7	
	Minimum passage of 1200 mm width, (Bidders must provide an undertaking that they will comply with the minimum passage requirement prior to occupation) (Bidders will forfeit points by failing to provide minimum passage requirement or an undertaking to provide same prior occupation)	7	

	Entrance with at least 1000mm door width, <i>(Bidders must provide an undertaking that they will comply with the minimum entrance requirement prior to occupation)</i> (Bidders will forfeit points by failing to provide an undertaking to provide same prior occupation).	7	
Occupational Health and Safety Failure to adhere to the requirements or submitting an undertaking to adhere prior occupation will lead to bidders forfeiting points.	Availability of a standby Uninterrupted Power Supply Generator on site with a minimum load capacity to power up the access areas and passage ways in case of power outage or an undertaking to install same prior occupation. UPS Generator should have automatic change-over switch with valid certificates. Generator to be connected to water pumps to supply portable water and fire. <i>(Bidders to provide pictures and an undertaking to install the UPS generator as specified above prior occupation)</i> (Bidders will forfeit points by failing to provide an undertaking to provide UPS generator as specified above prior occupation)	7	21
	Building with a minimum 10 000 L Reservoir which caters for a minimum 1-hour fire and 24 hours' portable water or an undertaking to install same prior occupation <i>(Bidders to provide pictures and an undertaking to install a 10 000 L water reservoir prior occupation).</i> (Bidders will forfeit points by failing to provide the undertaking to install a 10 000 L water reservoir prior occupation)	7	
	Availability of HVAC - Heating, Ventilation and Air-conditioning system or an undertaking to provide same prior occupation. <i>(Bidders to provide pictures and an undertaking to install a HVAC system prior occupation and bidders must provide proof of functionality by a registered engineer and an air quality certificate prior occupation.)</i> (Bidders will forfeit points by failing to provide the above as specified). HVAC covers either split or central air-conditioning units). Note: Parking facilities with natural airflow are exempted from HVAC systems and will automatically be awarded the specified points	7	
Location of a parking premises in	Building within 200m from public Transport	21	
	Building between 201m-400m from public transport	17	

relation to public transport.	Building between 401m and 600m away from public transport	13	21
	Building between 601m and 800m from public transport	9	
	Building between 801m and 1000m away from public transport	5	
	Building over 1001m away from public transport	0	
Compliance Certificates <i>Copies of compliance certificates must be certified, and the certification date should not be more than 3 months after the bid closing date.</i>	Copy of existing certificate of compliance (Electrical) Failure to provide same, bidders will forfeit points	5	30
	Copy of existing Occupation Certificate (Failure to provide the same, bidders will forfeit points)	5	
	Valid zoning certificate (Failure to provide the same, bidders will forfeit points)	5	
	Copy of existing certificate of compliance lifts (annexure B not older than two years) (Failure to provide the same, bidders will forfeit points)	5	
	Copy of existing certificate of compliance (Plumbing) (Failure to provide the same, bidders will forfeit points)	5	
	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	

5.4 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 functionality evaluation will be withdrawn.

6. SPECIAL CONDITIONS OF TENDER

DEPARTMENT OF HEALTH – CHARLOTTE MAXEKE (1 000 PARKING BAYS)

- The landlord will be required to sign the Department of Infrastructure Development and Property Management's (DIDPM) lease agreement facilitated on behalf of the Department of Health.
- In case that the building is 501m or more from Charlotte Maxeke, the bidder must provide an undertaking that they will provide shuttle services. The amount should be incorporated into the bid.
- If the distance is below 500m, the Department of Health will provide its own Shuttle services thereof.
- The Department of Infrastructure Development reserves the right to reduce the number of required parking bays should the need arise.
- The Department of Infrastructure Development reserves the right to cancel the contract should the need arise

7. GENERAL REQUIREMENTS OF SPACE FOR OFFICE ACCOMMODATION

1 000 Parking Bays	Department of Health
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8. COST CALCULATION

Parking : R / 1 000 Parking bays excl. vat
:

No. of bays required : 1 000
Escalation :
Lease Period : 12 months

Rental for Parking Bays						
1 000 Parking Bays						
Period	Total m ²	Rate per bay	Basic Rental	VAT	Total per month	
1 st month	1 000					
2 nd month	1 000					
3 rd month	1 000					
4 th month	1 000					
5 th month	1 000					
6 th month	1 000					
7 th month	1 000					
8 th month	1 000					
9 th month	1 000					

10 th month	1 000					
11 th month	1 000					
12 th month	1 000					
Total	1 000					
Grand Total for Parking Space after (12) months R						

Total Bid Price for Parking Bays VAT Included:

R _____
(to be carried over to SBD 1)

9. QUERIES

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

Technical Enquiries: Mr. Vuyisile Zote
Telephone 082 552 9494
Vuyisile.Zote@gauteng.gov.za

Compliance Enquiries: Ms Gopolang Monkwe
Gopolang.monkwe@gmail.com

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)
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-
- 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.

¹"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.
.....

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

YES/NO

2.10.1 If so, furnish particulars.

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

YES/NO

2.11.1 If so, furnish particulars:

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

[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.

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

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

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

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE: ADDRESS
--	--

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	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). 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.	☐	☐
4.1.1	If so, furnish particulars:		
4.2	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.	☐	☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
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 ☐	No ☐
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

Js914w 2

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 (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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