# SASSA: 13-26-CS-WC

## INVITATION TO BID

ACQIUISITON OF OFFICE ACCOMMODATION AND PARKING BAYS FOR THE SASSA WESTERN CAPE VREDENDAL LOCAL OFFICE FOR THE PERIOD OF FIVE (5) YEARS

**Briefing session: None**

**PROPOSALS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:**

: South African Social Security Agency: Western Cape Region
5th Floor,11 Adderley Street
Cape Town
8000

**PUBLICATION DATE:** **05 November 2026**

**CLOSING DATE :** **27 November 2026**

**TIME :** 11:00

**TECHNICAL ENQUIRIES** : WCBids@sassa.gov.za
**EMAIL ADDRESS** : WCBids@sassa.gov.za

**SUPPLY CHAIN MANANAGEMENT ENQUIRIES CAN BE DIRECTED TO:**

**CONTACT PERSON** : R Francis
**CONTACT NUMBER:** : N/A
**EMAIL ADDRESS** : WCBids@sassa.gov.za

**Stamp Out Social Grants Fraud and Corruption**
**Call 0800 60 10 11/ 0800 701 701**

# PART A
# INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*) | | | | | |
|---|---|---|---|---|---|
| BID NUMBER: | SASSA : 13-26-CS-WC | CLOSING DATE:27 November 2026 | | CLOSING TIME: | 11H00 |
| DESCRIPTION | Acquisition of Office Accommodation and Parking Bays for the SASSA Western Cape Vredendal Local Office for the period of Five (5)Years | | | | |

**South African Social Security Agency : Western Cape Region**

**5th Floor**

**11 Adderley Street**

**Cape Town, 8000**

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | |
|---|---|---|---|
| CONTACT PERSON | **WCBids@sassa.gov.za** | CONTACT PERSON | **WCBids@sassa.gov.za** |
| TELEPHONE NUMBER | **Not Applicable** | TELEPHONE NUMBER | **Not Applicable** |
| FACSIMILE NUMBER | **Not Applicable** | FACSIMILE NUMBER | **Not Applicable** |
| E-MAIL ADDRESS | **WCBids@sassa.gov.za** | E-MAIL ADDRESS | **WCBids@sassa.gov.za** |

**SUPPLIER INFORMATION**

| | | | | |
|---|---|---|---|---|
| NAME OF BIDDER | | | | |
| POSTAL ADDRESS | | | | |
| STREET ADDRESS | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | |
| CELLPHONE NUMBER | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | OR | CENTRAL SUPPLIER DATABASE No: | MAAA |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | ☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |

**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, 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: .....

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# SBD 3.1

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

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

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

| | |
|---|---|
| Name of bidder..... | Bid number: ..... |
| Closing Time: ..... | Closing Date:..... |

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

| ITEM NO: | QUANTITY | DESCRIPTION | BID PRICE IN RSA CURRENCY (All Applicable Taxes included) |
|---|---|---|---|
| 1. | | | |

- 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**

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SOUTH AFRICAN SOCIAL SECURITY AGENCY

# ACQUISITION OF OFFICE ACCOMMODATION OF 1057.50² AND 12 PARKING BAYS FOR THE SASSA WESTERN CAPE, VREDENDAL LOCAL OFFICE FOR A PERIOD OF FIVE (5) YEARS.

## 1. INTRODUCTION

**1.1.** The South African Social Security Agency (SASSA) is an Agency of the National Department of Social Development (DSD), established in terms of the Social Security Agency Act 9 of 2004. SASSA is mandated to administer, manage, and disburse social assistance grants to the most vulnerable citizens of the Republic of South Africa.

**1.2.** SASSA has a need for office accommodation for its Vredendal Local Office. The service area of the office covers the communities of Matzikama Municipality.

## 2. DURATION

**2.1.** The required office accommodation will be leased for a period of five (5) years / sixty (60) months from the date of occupation.

## 3. PROJECT SCOPE

**3.1.** The bidder is required to provide the following:

**3.1.1.** Office accommodation amounting to 1057.50 m² and 12 parking bays (Undercover or covered car parking bays within the site = 12 bays and 2 parking bays for people with disability next to the building entrance).

**3.1.2.** It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended. An occupancy certificate to this effect must be issued before occupation.

**3.1.3.** Where bidders offer a building with multiple floor areas for office accommodation, the Agency will only accept the ground floor that should be no less than the required **1057.50 m²** to accommodate the SASSA pre-determined floor layout plan and accessible service delivery.

**3.1.4.** The bidder will provide a tenant installation as per the SASSA Needs Assessment (**Annexure A: Needs Assessment**) provided.

**3.1.5.** The bidder must provide a Project Implementation Plan illustrating that the Tenant Installation will be completed within a period of not more than nine (9) months from the

award date.

**3.1.6. Business Continuity Plan signed by the bidder in respect of the following:**

3.1.6.1. Provision of a back-up drinkable water installation to service ablutions and kitchen for a minimum period of **8 Hours** of each workday (07h30 – 16h30).

3.1.6.2. Provision of a backup electricity installation for a minimum period of **8 Hours** of each workday (07h30 – 16h30), to provide lighting and to service key equipment such as plugs, IT servers, and other equipment that is deemed by SASSA to be essential to its core business.

**3.1.7.** Provide Maintenance for the proposed office accommodation for the duration of the lease in line with the items in **Annexure B: Property Specifications**. Maintenance for these items for the duration of the lease agreement must be provided at the cost of the landlord.

**3.1.8.** The Office Accommodation required must be in the Vredendal area and located within walking distance from public transport.

**4. BID EVALUATION**

**4.1.** **STAGE ONE:** ADMINISTRATIVE COMPLIANCE, MANDATORY AND FUNCTIONALITY REQUIREMENTS (RETURNABLE DOCUMENTS)

**4.1.1.** **PHASE ONE:** ADMINISTRATIVE COMPLIANCE

Bidders must submit the following documents:

| **Administrative Requirement (Returnable Documents)** |
|---|
| Completed and signed SBD 1 **(Invitation to bid), CSD No, and Tax Pin to be inserted** |
| Completed SBD 3.1 **(Pricing Schedule – Firm prices)** |
| Completed and signed SBD 4 **(Declaration of Interest)** |
| Completed and signed SBD 6.1 **(Preference points claim form i.t.o. the preferential procurement regulations 2022)** |
| Bidders to complete, sign, initial, and return the following Annexures with their bid proposal:<br>▪ A - SASSA Needs assessment<br>▪ B – Property Specification<br>▪ C – Pricing Template<br>▪ D - Mandatory Requirements Checklist |

## 4.2. PHASE TWO – MANDATORY REQUIREMENTS

### 4.2.1. MANDATORY REQUIREMENTS

**BIDDERS MUST SUBMIT MANDATORY REQUIREMENTS IN LINE WITH ANNEXURE D MANDATORY REQUIREMENTS CHECKLIST**

**Note:** A bidder who fails to meet the mandatory requirements below will be disqualified from further evaluation

**MANDATORY REQUIREMENTS (1)**

**4.2.1.1. CONFIRMATION OF PROPERTY OWNERSHIP:**

If the Bidder is:

4.2.1.1.1. **Owner:**

- Certified copy of the Title Deed or Letter of confirmation from the bondholder if the property is bonded.
- Copy of a certified identity document of the owner

4.2.1.1.2. **Acting on behalf of the Owner:**

- Certified copy of the Title Deed or Letter of confirmation from the bondholder if the property is bonded.
- Copy of a certified identity document of the owner
- A copy of the power of attorney given by the mandated authority or owner, or a signed copy of Resolution or Signed mandate letter given by the mandated authority or owner.

**4.2.2.1. PROPERTY SIZE:**

The rental space must comprise of **1057,50 m²;** Gross Lettable Area (GLA) measured according to the latest South African Property Owners Association (SAPOA) Method for Measuring Floor Areas (MOMFA) for Offices.

- The bidder must provide proof of the space required in the form of drawings/floor plans illustrating the Emergency and Evacuation routes/points, including assembly points, signed off by the Professional Architect, depicting their registration number.

| **MANDATORY REQUIREMENTS (1)** |
|---|
| **4.2.2.2. PARKING REQUIREMENTS:**<br><br>The building must have **12 parking** bays on-site, lockable (Parking Bay or Area) and covered.<br>▪ The bidder must provide proof of the parking bays required in the form of a parking plan. |
| **4.2.2.3. LOCATION OF PREMISES**<br><br>▪ The building offered must be accessible through public transport in the Vredendal Area<br>▪ The bidder must provide a physical address or GPS coordinates. (Location will be confirmed during the site inspection) |
| **4.2.2.4. PROJECT IMPLEMENTATION PLAN**<br><br>▪ The bidder must provide a Project Implementation Plan illustrating that the Tenant Installation will be completed within a period of not more than nine (9) months, from date of award. |
| **4.2.2.5. ZONING OF BUILDING**<br><br>▪ The bidder must submit an approved Zoning certificate from the relevant Municipality confirming that the offered building is zoned for office accommodation. |
| **4.2.2.6. PRICE**<br><br>▪ Bid offer must be completed by the bidder, with a clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. **(Annexure C: Pricing Schedule)**<br><br>▪ The price must be inclusive of VAT. The total price should be firm for the duration of the lease; this must be clearly indicated in the price template. |

**NB: The Agency reserves the right to withdraw or cancel the award at any stage should the bidder fail to comply with the above requirements.**

### 4.3. PHASE THREE- FUNCTIONALITY CRITERIA

| **Evaluation CRITERIA** | |
|---|---|
| **Rating descriptions**<br>1 poor, 2 fair, 3 average, 4 good, 5 excellent | |
| **Stage One – (Phase Three) Functionality Criteria** | **Weighting** |

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**DETAILED PROJECT PLAN**

All bidders are required to submit a detailed Project Implementation Plan as part of their proposal. This plan must demonstrate how the bidder intends to deliver office accommodation in line with the Agency's requirements and timelines.

Proposed project plan elements appropriately covered in the proposal:

1. Work methodology
2. Installation phases
3. Timeframe
4. Resource allocation
5. Project risks and contingency plan

<table>
<tr><th>CRITERIA</th><th>Rating</th></tr>
<tr><td>Project plan addressing 1 of the 5 requirements</td><td>1</td></tr>
<tr><td>Project plan addressing 2 of the 5 requirements</td><td>2</td></tr>
<tr><td>Project plan addressing 3 of the 5 requirements</td><td>3</td></tr>
<tr><td>Project plan addressing 4 of the 5 requirements</td><td>4</td></tr>
<tr><td>Project plan addressing all 5 requirements and more</td><td>5</td></tr>
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**MAINTENANCE PLAN**

The Bidder is required to submit a comprehensive maintenance schedule for the full lease period, clearly addressing the variables referred to in **Annexure B: Property Specifications.**

A maintenance plan for the duration of the lease agreement must be provided at the cost of the Landlord

Comprehensive maintenance plan indicating

1. Planned Maintenance with clear scheduling of routine maintenance activities to be undertaken.
2. Unplanned Maintenance, inclusive of response time to breakdowns, replacement of worn-out parts, and repairs required
3. Schedule inspections indicating equipment testing to ascertain performance, identify faults, and condition-based monitoring.

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<td>50</td>
</tr>
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| | |
|---|---|
| | |
| | **100** |

| CRITERIA | Rating |
|---|---|
| Maintenance plan addressing 1 of the 3 requirements | 1 |
| Maintenance plan addressing 2 of the 3 requirements | 3 |
| Maintenance plan addressing 3 of the 3 requirements | 5 |

**Bidders must obtain a minimum of 70 points to qualify for further evaluation on price and specific goals.**

### 4.5 STAGE TWO – PRICE AND SPECIFIC GOALS

The 80/20 preference points system will apply in the evaluation of bid proposals submitted.

**Price and Specific Goals 100**

| | |
|---|---|
| **Price and Specific Goals** | **100** |
| **Price** | **80** |
| **Specific Goals** | **20** |

(a) Points awarded for Specific Goals contribution will be evaluated as follows: Specific goals for the tender and points claimed are indicated in the table below. (Note: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

| The specific goals allocated points in terms of this tender | Number of points allocated (80/20 system) (To be completed by the Organ of State) |
|---|---|
| **B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership** | **20** |
| **B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership** | **18** |
| **B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership** | **16** |
| **B-BBEE Status Level 1 - 2 contributor** | **14** |
| **B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership** | **12** |
| **B-BBEE Status Level 3 - 4 contributor** | **8** |
| **B-BBEE Status Level 5 - 8 contributor** | **4** |
| **OTHERS** | **0** |

| Returnable Document to Claim Points |
|---|
| 1. B-BBEE Certificate |
| 2. Affidavit (EME or QSE) |

(b) Together with the bid, the bidder must submit a valid BBBEE Verification Certificate from a verification agency accredited by the SANAS, or a valid original affidavit signed by the EME or QSE representative and attested by a Commissioner of Oath, or a barcoded certificate. Failure to submit will be interpreted to mean that preference points for specific goals contribution are not claimed. The BBBEE verification certificate and the affidavit must have been issued within 12 months.

## 4.6. SITE INSPECTION

Site inspection will only be conducted on the three (3) highest-scoring bidders on price and specific goals. The demonstration of functional requirements will be evaluated to determine compliance.

| INSPECTION CRITERIA | YES / NO | Comments |
|---|---|---|
| **Location and accessibility of Premises**<br>▪ The building offered must be accessible and within walking distance of the Public Transport in Town, Vredendal Area. | | |
| **Building suitability:** Multi-story building/multi-tenanted | | |
| • Dedicated Ground Floors | | |
| • Basic Security feature | | |
| • **Building suitability:** Single-Story Building | | |
| Basic Security features | | |
| **Parking Requirements**<br>• Clearly designated parking: 12 parking bays. | | |
| **Physical Access to Building**<br>• People living with disabilities: Access Ramps, level surface and slip resistance. | | |

**The Agency has the right to refuse buildings that are near or adjacent to liquor outlets, with restrictive parking entry and exit, areas deemed unsafe and noisy surroundings.**

## 5. BID CONDITIONS:

5.1. The Bid received is subject to GCC (General Conditions of Contract), which can be found on the National Treasury website: www.treasury.gov.za, and any other special conditions of contract as stated by the Agency. Bidders are advised to familiarize themselves with the rights and obligations of all parties.

5.2. Bid proposals are valid for 90 calendar days after the closing of the bid.

5.3. All enquiries regarding the bid may be directed via email to WCBIDS@SASSA.GOV.ZA, no later than 2 (two) working days before the bid closure.

## 6. SUBMISSION OF BIDS

6.1 Bidders must submit their bids on the stipulated closing date, place, and time. The tender box will be open from Monday to Friday (excluding public holidays), between 07h30 and 16h00.

**Address where bids must be submitted**:
South African Social Security Agency: Western Cape Region
05th Floor
11 Adderley Street
Cape Town 8000

All bids must be submitted on or before the closing date. NB late bids will not be considered

## 7. BID AWARD AND CONTRACT

7.1. The appointed Bidder must confirm that all Municipal Accounts are in good standing before occupation.

## 8. LEGISLATIVE FRAMEWORK

Bidders are to comply with, inter alia, the following legislation:

8.1 To adhere to all prescribed conditions as contained in the Occupational Health and Safety Act No. 85 of 1993, and National Building Regulations and Building Standards Act 103 of 2023.

## 9. PUBLIC LIABILITY

9.1 The bidder must submit Public Liability Insurance from a registered insurance company or a letter of intent before the award of the bid.

9.2 The cover must be a minimum value of R 2 million for a duration of services.

| SERIAL NO | DESCRIPTION OF ROOM VREDENDAL LOCAL OFFICE | PROPOSED PU | NORM PER PU | ASM | REMARKS |
|---|---|---|---|---|---|
| | ASSIGNABLE AREA (80%) | | | | |
| | | | | | |
| | MANAGEMENT | | | | |
| 1 | MANAGER (LEVEL 12) | 1 | 12,00 | 12,00 | Cellular Office |
| 2 | ASSISTANT MANAGER (LEVEL10) | 0 | 10,00 | 0,00 | Cellular Office |
| | ADMINISTRATION | | | | |
| 3 | TEAM LEADER (LEVEL 8) | 5 | 8,00 | 40,00 | Open Area |
| 4 | LINKAGE OFFICER AND STAKEHOLDER OFFICER (LE | 1 | 8,00 | 8,00 | Open Area/ enclosed office |
| 5 | SUPPORT ADMIN OFFICER(LEVEL 7) | 1 | 8,00 | 8,00 | Open Area/ enclosed office |
| 6 | GRANT ADMINISTRATOR (LEVEL5) | 22 | 6,00 | 132,00 | Open Area |
| 7 | CLERK OFFICIALS ( LEVEL 5) | 2 | 6,00 | 12,00 | Open Area/ enclosed office |
| 8 | LINKAGE AND STAKEHOLDER CLERK (LEVEL 5) | 1 | 6,00 | 6,00 | Open Area/ enclosed office |
| 8 | MEETING ROOM | 1 | 40,00 | 40,00 | Open Area/ enclosed office |
| 8 | DOCTORS ROOM | 2 | 12,00 | 24,00 | SCREENING ROOM |
| 9 | MEDICAL STORE ROOM | 1 | 12,00 | 12,00 | Cellular Office |
| 10 | BACK OFFICE ( Maintenance Functions) | 1 | 30,00 | 30,00 | Open Area |
| 11 | BACK OFFICE (BRM ) | 1 | 30,00 | 30,00 | Cellular Office |
| 12 | TEA KITCHEN | 1 | 12,00 | 12,00 | NUMBER OF KITCHENS DETERMINED BY NUMBER OF EMPLOYEES |
| 13 | STORAGE ROOM (with security gate) | 1 | 30,00 | 30,00 | |
| 14 | PAUSE AREA | 1 | 35,00 | 35,00 | |
| 15 | FILE STORAGE | 1 | 20,00 | 20,00 | |
| 16 | STAFF LOCKERS | 1 | 15,00 | 15,00 | |
| 17 | STATIONERY ROOM | 1 | 12,00 | 12,00 | STATIONERY AND GRANT FORMS |
| 18 | CLEANERS STORE ROOM/ Lockers | 1 | 20,00 | 20,00 | Cellular Office |
| 19 | CLEANING CONSUMABLES | 1 | 12,00 | 12,00 | Cellular Office |
| 18 | Server room | 1 | 12,00 | 12,00 | Cellular Office |
| 19 | Sick Bay | 1 | 12,00 | 12,00 | Cellular Office |
| | PUBLIC SERVICE AREA | | | | |
| 20 | BENEFICIARY WAITING AREA | 100 | 1,20 | 120,00 | INCLUDES ALL WAITING AREAS |
| 21 | KIOSK AREA | 1 | 20,00 | 20,00 | |
| 22 | CUBICLES | 15 | 5,00 | 75,00 | |
| 23 | AREA IN BEHIND OF CUBICLES | 15 | 5,00 | 75,00 | |
| 24 | SECURITY ROOM | 1 | 12,00 | 12,00 | 2 SECURITY OFFICIAL AND EQUIPTMENT |
| 25 | BABY CHANGING ROOM | 1 | 10,00 | 10,00 | |
| | OTHER ACCOMMODATION | | | | |
| | **ASSIGNABLE AREA** | | **ASM** | **846,00** | |
| 26 | NON ASSIGNABLE AREA (20%) | | | 211,50 | calculate at 25%of assignable |
| 27 | PARKING | | | | |
| | Under Cover Parking | 17 | | | |
| | Disability Parking | 2 | | | |
| | KITCHEN TAP WATER PURIFICATION | | | | |
| | ALERNATIVE POWER | | | | |
| | ALTERNATIVE WATER SUPPLY | | | | |
| | | | | | |
| | **GROSS AREA** | | | **1057,50** | |

| OTHER NEEDS | | |
|---|---|---|
| Office Name | Vredendal Local Office | |
| Office location | Vredendal CBD | |
| Staff | Male: Number required | 3 |
| | Female: Numer Required | 3 |
| Beneficiaries | Male: Number Required | 4 |
| | Female: Number Required | 4 |
| | Unisex Toilet | 1 |
| | Disability Toilet | 1 |
| **Security and Safety** | | Install burglar proofing (metal trellis) to all lower level exit doors and windows. Proper security locking mechanisms as per the client's specification. Perimeter fence to comply to client's specification. Security lights outside the building. Shelter for security personnel which has water and electricity. All Fire fighting equipment and emergency exits as per the building regulations. |
| **Paint Colors** | **Internal Walls** | All internal walls are to be painted on Plascon Rice Paper VEL 45. |
| | **Focal Wall** | To be painted color Pantone 143C |
| | **External Walls** | All exterior walls if applicable are to be painted with Micatex Kalahari BBO 3110 |

| | | |
|---|---|---|
| | Internal Doors | To be painted colour Pantone 458C |
| Carpets | In office areas | Bilgotex Berber Point 920 sheets, Agate. Supplied and fitted in all office areas except for common areas, waiting area, passages etc. |
| Floor Tiling | In open common areas | Non slip Ceramic/ Porcelain tiles (Colour: Beige) |
| Windows | | Venetician Blinds (Aluminium) |
| Ceilings | | (Where applicable) SASSA ceilings can either be plastered concrete or gypsum plastered-board or suspended ceilings. All plastered or board ceilings to be painted with white PVA paint. |
| Built-in-Cupboards. Kitchen and kitchen service area. | | Worktop surfaces are decorative laminate in Vancouver Maple 688. |
| External Lighting | | The external lighting on the erf must be unobtrusive. Security lights outside the building. Shelter for security personnel. |
| Glass Panels on Internal Gypsum Dry Wall | | Install minimum 1000mm(H) x 1500mm(W) viewing glass panels on dry walls. |
| Air Conditioning ( Hot and Air) some will have Split x11 offices and centralised | | The entire premises should be air conditioned. |
| Parking | | Allocation Sign Boards (Suspended/ Wall Mounted) |
| Training Room | | Overfloor raceway channels to feed power, communications and A/V cabling from the wall to under the meeting room table/ training desks. |
| IT Infrastructure Required in each office/workstation and boardroom/conference | | Double compartment power skirting with double 15AMP socket outlets in all work areas and offices to support data. Skirting on the wall may consist of metal material or plastic such as Execuduct. Only Flush Panels to be used for Electrical and Network Points. Colour to match the trunking/skirting being used.<br><br>One Red Power Point and One White Point everywhere power is required. 125Amp Trip Switch for every five Power Points. Two Conduits Underfloor Grating. For Each Multifunction Printers – One Dedicated Power Point (2 per floor). Stand-by generator to support lights, UPS, plugs and lights in all offices. |

| | | |
|---|---|---|
| **Server Room 16m2** | **Server Room 16m2** | Solid Double Door (2 Hour Fire Rated Door), Good Lighting. Brick Wall or Steel Reinforced all around.<br>Raised Access 340mm High Floor with Anti-Static Heavy Duty Tiles with a ramp.<br>6 White power Points are required under the raised floor (connecting to generator). One caravan plug for the UPS.<br>Gas System for Fire (No Sprinklers). Fire Protection System for Server Rooms.<br>2 x 26 Split Unit Air Conditioner (24000BTU). No Windows.<br>A Sub DB Board to be installed in the Server Room with a Direct Feed from the Main Building DB Board. Earth bar 25mm.<br>Server Room must not be next to Toilets, kitchen or any plumbing clusters. Server Room must be at a location where it can cover 100m cabling distances to all ends.<br>If in a basement with a concrete roof there must be provision for core drilling from server room to route to upper floors. |
| **Cabinet room** | **Cabinet room** | Gas System for Fire (No Sprinklers). One dedicated power point, one normal power point. With air conditioner. No Windows. |
| **Telecom Requirements** | **Telecom Requirements** | Pipe route entry from the Telecom fiber box into the server room as per Telecom requirements |
| **Alternative Power Supply** | | Provision of alternative power solution, invertor with solar or Stand-by generator to support lights, UPS, plugs and lights in all offices. |
| **Alternative Potable and gray water Supply** | | Provision of alternative portable and gray water supply to be available when the there are water cuts or day zero. |
| **Safes** | | The building should allow for the keeping of at least two safes. |
| | | |
| BIDDER | | |
| DATE_____ | | |

**ANNEXURE B**

**SCOPE OF PROPERTY SPECIFICATION FOR OFFICE ACCOMMODATION**

| PROPERTY SPECIFICATIONS FOR OFFICE ACCOMMODATION |
|---|
| **1. PROPERTY COMPLIANCE** |
| • The bidder must provide proof of the space required in the form of drawings/floor plans illustrating the Emergency and Evacuation Routes/points, including assembly points. (*The sketch plan will* ***be redefined at a later stage at the landlord's cost****).*<br>• Provide professional team for planning and execution of tenant installation and /or construction at the bidder's account<br>• *The sketch plan must be based on the current town planning zoning of the existing premises, municipal regulation (fire, parking, etc.) and National Building Regulations* ***SANS10400****.*<br>• Comply with SASSA Corporate Interior Guidelines. **Annexure C-1 (page 18-31)**<br>• The entire building must be wheelchair-friendly and fully accessible to both staff/personnel and clientele/public and comply with **SANS 10400.** |
| **1.1. GENERAL PROPERTY COMPLIANCE** |
| In terms of an appropriate layout the following will be considered:<br>• The provision of natural light and natural ventilation throughout the building is a requirement.<br>• Buildings deep in floor plans should be provided with light wells, atriums, etc. to promote natural light and ventilation into the building.<br>• Ideally buildings should not be deeper in floor plan than 2 offices on either side of a passage. The offices must be provided with adequate operable windows.<br>• Buildings must be designed to eliminate "sick building syndrome"<br>• Internal offices without natural lighting must be fitted with viewing panels<br>• Allow for 2 hour fire rated doors in server and security surveillance rooms.<br>• The proposed accommodation must be secured. Access to the lease premises must be controlled for SASSA. |

- To avoid traffic jams, ingress and egress into sites must be of a 2-way driveway or controllable.
- The floor to ceiling heights must be indicated by a section through the building. Specific client's requirements must be considered in this regard, e.g., a raised Judges' podium with appropriate floor to ceiling heights

## 1.2. ELECTRICAL REQUIREMENTS

- The passages must have a 4 x 4 socket outlet every 15 meters in length, mounted flush on the wall
- All other rooms must have a least one single socket outlet
- Staff Kitchen must have two double socket outlets
- Lighting at Reception to have a minimum 500lux
- Lighting in offices to have a minimum 300lux
- Lighting in Passages to have a minimum 300lux
- Lighting in Rest Rooms to have a minimum 100lux
- Lighting in Stores to have a minimum 200lux
- Lighting in Parking Area to have a minimum 75lux
- All exit areas and stairways must have light fittings with a min. of 75lux
- Each office /room to have a separate light switch and motion sensor
- External Lighting. the external lighting on the erf must be unobtrusive. Security lights outside the building. Shelter for security personnel. External lighting must be controlled by a photo-cell
- Each floor there must be a lockable distribution board with all circuits labelled **(if applicable)**
- In the event we have different clients per building/per floor then each distribution board must be metered
- All dedicated socket outlets must be wired via an emergency power supply
- Installation of emergency power supply must comply with the Local Municipality Standards
- Supply and install an isolator per installation of split- air conditioner
- The main (electrical) incoming supply must be metered and this room must be
- well-ventilated and lockable
- The load factors must be taken into account in the electrical installation
- The entire electrical wiring must comply to the SANS 0412 regulation
- All user manuals must be handed over to the agency representative.
- The entire installation and lighting must be energy compliant. Use energy efficient equipment, fittings and applications and comply with SANS 10400 Part A, A6
- A Certificate of Compliance must be issued on completion of the electrical installation
- Allow for emergency backup for all dedicated socket outlets and critical equipment's.

## 1.3. MECHANICAL REQUIREMENTS

### 1.3.1 Air Conditioning

- All rentable office spaces must be provided with an adequate supply of conditioned air taking into consideration particularly with respect to altitude, ambient temperatures and atmospheric conditions, insuring a safe, health and hygienic working environment.
- The Air Conditioning must be in accordance with SABS 1125-1977, SABS 0400 and Standard specifications.
- Design must be energy efficient and use "Green" refrigerant gas, such as, R410a or approved alternative.
- Server Room to have 2x 100% Capacity wall mounted split units for IT protection of server.

### 1.3.2. Ventilation (Forced/Mechanised)

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

### 1.3.3. Fire Automatic Detection (If applicable)

- All office spaces must be provided with Smoke and Fire Detection devices, installed in accordance with National Fire Regulations.

### 1.3.4. Fire Protection Equipment

- The entire rentable area must be provided with Fire Extinguishers and Hose Reels which must be regularly maintained, serviced and tested annually in accordance with the National Fire regulations.
- A register of all the fire protection Equipment must be kept and made available for inspection purposes and should be installed by South African Qualification & Certification Committee (SAQCC) compliant service provider.

### 1.3.5 Fire Sprinkler Automatic System

- The entire rentable space must be provided with a fully automatic sprinkler system. Note: The control systems, water pumps etc. must all be on alternative backup power supply and should be installed by SAQCC service provider.

**1.3.6. Lift – Passenger (Express)**

- A fully operational and regularly maintained, high speed passenger lift must provide access to the rentable areas.
- The lift must be duly registered with the department of labour, be fully maintained in full working condition and have a complete service record for the past five (5) years with a registered lift company.
- lift must be blind and paraplegic friendly and be fully accessible.
- The Car must be capable of carrying at least a loading of 1200 kg. Unless otherwise specified by the Lessee.

## 1.4 BUILDING CERTIFICATION

The following applicable certifications, together with the Local Authority-approved tenant installation drawings to be provided **before** the occupation of the building and comply with SANS 10400 requirements, including Occupational Health and Safety Act No 85 of 1993 with Regulations:

- Electrical compliance certificate.
- An occupational certificate by the Local Authority.
- Air-conditioning Certificate with regards to air velocity/fresh air, etc. (if applicable)
- Fire Compliance Certificate

## 2. TENANT INSTALLATION PROJECT PLAN

- The bidder must provide a project implementation plan for the tenant installation.

## 3. BUILDING ZONING REQUIREMENTS

- Bidder must submit an Approved Zoning Certificate from the relevant Municipality confirming the offered building is zoned accordingly.

## 4. MAINTENANCE REQUIREMENTS

Maintenance Plan and Schedule must ensure that the following areas are covered for the listed requirements.

**4.1. Planned Maintenance** with clear scheduling of routine maintenance activities to be undertaken.

4.2. **Unplanned Maintenance,** inclusive of response time to breakdowns and replacement of worn-out parts and repairs required.

**4.3. Schedule inspections** indicating equipment testing to ascertain performance, identify faults and condition-based monitoring.

**Maintenance Requirements**

- **Air Conditioning:** The Air Conditioning Plant and equipment must be regularly maintained, serviced and kept in full working condition. A maintenance register must be kept of all servicing & repairs undertaken on the units.
- **Lift – Passenger (Express)** A Service Record Book containing the details of all repairs, servicing and testing undertaken must be kept in the lift Plant room and be available for inspection purposes.
- **Fire Protection Equipment** – where applicable: Fire Extinguishers and Hose Reels which must be regularly maintained, serviced and tested annually in accordance with the National Fire regulations.
- **Fire Sprinkler Automatic System:** This must be regularly maintained, serviced and tested in accordance with the National Fire Regulations.
- **Fire Automatic Detection (If applicable):** The systems must be regularly maintained, serviced and tested annually in accordance with National Fire Regulations.
- **Electrical equipment:** maintenance and replacement of (Hydro boiler, fluorescent globes and bulbs, plumbing, electrical faults as defined in lease contract)

## 5. PARKING REQUIREMENTS

- The building must have 12 car parking bays on – site, lockable (Parking Bay or Area) and covered.
- The bidder must provide proof of the parking bays required in the form of a parking layout plan.
- Two (02) parking bays are for people with disabilities and must be next to the building entrance.

## 6. BUSINESS CONTINUITY

**Business Continuity Plan signed by the Bidder in respect of the following:**

- Provision of **a back-up drinkable water** installation to service ablutions and kitchens for a minimum period of **8 hours of each workday (07h30 – 16h30).**
- Provision of **a back-up electricity installation** for a minimum of **8 hours of each workday (07h30 – 16h30)**, to provide lighting and to service key equipment, such as plugs, IT servers and other equipment that is deemed by SASSA to be essential to its core business.

| | | |
|---|---|---|
| _____<br>Name of Bidder | _____<br>Signature | _____<br>Date |

**Annexure C**
**Price Template**
**BID OFFER – OFFICE ACCOMODATION**

| | | | |
|---|---|---|---|
| **Bid no:** | | **Closing Date:** | |
| **Advertising date** | | **Validity period:** | 90 Days |

## 1. ACCOMMODATION PARTICULARS

| | |
|---|---|
| **Name of building** | |
| **Area of building** | |
| **Market value of building** | **R** |
| **Municipal valuation of building** | **R** |
| **Gross floor area of accommodation** | **m²** |
| **Lease period** | |

## 2. RENTALS (OFFICES AND PARKING)

| | **Offices** | **Parking** |
|---|---|---|
| **Lettable Area** | m² | |
| **Parking bays - covered** | | |
| **Parking bays - open** | | |
| **Rental per month** | R | R |
| **VAT per month** | R | R |
| **Total per month** | R | R |

| | Offices | | Parking | |
|---|---|---|---|---|
| **Rate per square metre** | R | /m² | R | each |
| **VAT** | R | /m² | R | each |
| **Total (1)** | | | | |
| **Escalation Rate** | | % | | % |
| **Tenant Installation allowance (Alteration costs) Minimum of R2500 per square meter excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.** | R | | | |

| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|
| | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT | TOTAL AMOUNT |
| Rental payable per year Accommodation | | | | | |
| Rental payable per year Parking | | | | | |
| **TOTAL** | | | | | |
| **TOTAL AMOUNT – TENDERD AMOUNT** | | | | | |

## 3. RESPONSIBILITITES

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

| **3.1 Services** | | **SASSA** | **LESSOR** | **Estimated cost per month** |
|---|---|---|---|---|
| 3.1.1 Water consumption | | | | |
| 3.1.2 Electricity consumption | | | | |
| 3.1.3 Sanitary services | | | | |
| 3.1.4 Refuse removal | | | | |
| 3.1.5 Domestic cleaning services | | | | |
| 3.1.6 Consumable Supplies | | | | |
| **3.2 Maintenance** | | **SASSA** | **LESSOR** | **Estimated cost per month** |
| 3.2.1 maintenance and replacement of electrical equipment (Hydro boiler, Fluorescent globes and bulbs, plumbing, electrical faults as defined in contract) | | | | |
| 3.2.2 External maintenance | | | | |
| 3.2.3 Garden (if applicable) | | | | |
| 3.2.4 Air-conditioning (centralised and split units) | | | | |
| 3.2.5 Lifts | | | | |
| 3.2.6 Floor covering: Normal wear | | | | |
| **3.3 Rates and Insurance** | | **SASSA** | **LESSOR** | **Estimated cost per month** |
| 3.3.1 Municipal rates and Increases | | | | |
| 3.3.2 Insurance & increases | | | | |
| 3.3.3 SASRIA Insurance +Increase | | | | |
| 3.4 Other Responsibilities | | **SASSA** | **LESSOR** | **Estimated cost per month** |
| 3.4.1 Contract Costs | | | | |
| 3.4.2 Stamp Duty | | | | |
| 3.4.3 Fire fighting equipment | | | | |
| 3.4.4 cost of alterations | | | | |

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

**Bidder's Initials.....**

| SIGNATURE OF BIDDER | | |
|---|---|---|
| | | |
| **Name of owner /dully Authorised representative** | Signature | **Date** |

**Bidder's Initials.....**

## ANNEXURE D: MANDATORY REQUIREMENTS: CHECKLIST

| MANDATORY REQUIREMENTS (1) | COMPLY (YES/NO) |
|---|---|
| **1. CONFIRMATION OF PROPERTY OWNERSHIP**<br><br>If the Bidder is:<br><br>**Owner:**<br><br>▪ Certified copy of the Title Deed or Letter of confirmation from the bondholder if the property is bonded.<br>▪ Copy of a certified identity document of the owner<br><br>**Acting on behalf of the Owner:**<br><br>▪ Certified copy of the Title Deed or Letter of confirmation from the bondholder if the property is bonded.<br>▪ Copy of a certified identity document of the owner<br>▪ A copy of the power of attorney given by the mandated authority or owner, or<br>a signed copy of Resolution or Signed mandate letter given by the mandated authority or owner. | |
| **2. PROPERTY SIZE**<br><br>The rental space must comprise of **1057.50 m²**; Gross Lettable Area (GLA) measured according to the latest South African Property Owners Association (SAPOA) Method for Measuring Floor Areas (MOMFA) for Offices.<br><br>▪ The bidder must provide proof of the space required in the form of drawings/floor plans illustrating the Emergency and Evacuation routes/points, including assembly points, signed off by the Professional Architect, depicting their registration number. | |
| **3. PARKING REQUIREMENTS:**<br><br>The building must have **12 parking** bays on-site, lockable (Parking Bay or Area) and covered.<br>▪ The bidder must provide proof of the parking bays required in the form of a parking plan.<br>▪ | |
| **4. LOCATION OF PREMISES**<br><br>▪ The building offered must be accessible through public transport in the Vredendal CBD area. | |

| | |
|---|---|
| ▪ The bidder must provide a physical address or GPS coordinates. (Location will be confirmed during the site inspection) | |
| **5. PROJECT IMPLEMENTATION PLAN**<br>▪ The bidder must provide a Project Implementation Plan (PIP) illustrating that the tenant installation will be completed within a period of not more than nine (9) months from the award date. | |
| **6. ZONING OF BUILDING**<br>▪ The bidder must submit an approved Zoning certificate from the relevant Municipality confirming the offered building is zoned for office accommodation | |
| **7. PRICE**<br>▪ Bid offer must be completed by the bidder, with a clear specification of the financial offer in terms of rental and tenant installation allowance offered by the bidder. (Annexure C: Pricing Schedule)<br>▪ The price must be inclusive of VAT. The total price should be firm for the duration of the lease; this must be clearly indicated in the price template. | |

| | | |
|---|---|---|
| _____<br>Name of Bidder | _____<br>Signature | _____<br>Date |

## BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| **Full Name** | **Identity Number** | **Name of organ of state** |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

---

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

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

2.3.1 If so, furnish particulars:

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

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| **Supplier registration number (MAAA)** | **Status (active/inactive/deleted)** |
|---|---|
| | |
| | |
| | |
| | |
| | |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

## 3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

| | |
|---|---|
| ..... | ..... |
| Signature | Date |
| ..... | ..... |
| Designation | Name of bidder |

# PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

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## 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

| | POINTS |
|---|---|
| **PRICE** | 80 |
| **SPECIFIC GOALS** | 20 |
| **Total points for Price and SPECIFIC GOALS** | 100 |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

*(c)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 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**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

| | | |
|---|---|---|
| Ps | = | Points scored for price of tender under consideration |
| Pt | = | Price of tender under consideration |
| Pmax | = | Price of highest acceptable tender |

## 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

***(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

***Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)***

| The specific goals allocated points in terms of this tender | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|---|
| B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership | 10 | 20 | | |
| B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership | 9 | 18 | | |
| B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership | 8 | 16 | | |
| B-BBEE Status Level 1 - 2 contributor | 7 | 14 | | |
| B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership | 5 | 12 | | |
| B-BBEE Status Level 3 - 4 contributor | 4 | 8 | | |
| B-BBEE Status Level 5 - 8 contributor | 2 | 4 | | |
| Others (Non-Compliant) | 0 | 0 | | |
| **Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points.** | | | | |

| | Returnable document to claim points | Please tick below for the attached document |
|---|---|---|
| 1. | B-BBEE Certificate | |
| 2. | Sworn Affidavit (EME or QSE) | |
| 3. | CSD registration number | |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

# THE NATIONAL TREASURY

## Republic of South Africa




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# 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.

**7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

**14. Spare parts**

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

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

**16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

**18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

**21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

**22. Penalties**

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

**23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

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

terms of the contract or any other contract or any other amount which may be due to him

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices**

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

**32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

**33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

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.