

BID ADVERTISEMENT FORM

Bid description	Procurement of Office Accommodation (Lettable area 653,33 sqm) and 40 Parking bays for a period of 5 years										
Bid number	DBN22/02/02(COST OF DOCUMENT R200)										
Name of institution	Public Works										
Tender Type (RFQ/RFP/RFI)	RFQ										
Province / National	National										
The place where goods, works or services are required	South African Security Agency: Pongola Local Office										
Opening date	Date	2	0	2	2	0	2	2	5	Time	7:30am
Closing date and time	Date	2	0	2	2	0	3	2	2	Time	11:00am
	Postal address	Private Bag x54315 Durban 4000									
	Physical address	Outside Room 5 ,SCM banking Hall/Tender Box Hall,Cnr Dr Pixley KaSeme(West) and Samora Machel (Aliwal) Streets in Durban									
	Tel	013 314 7323 / 031 314 7078									
	Fax										
Contact person	Name	Thandeka Ngiba									
	email	Thandeka. Ngiba@dpw.gov.za									
	Tel	076 992 2261 / 031 314 7278									
Where bids should be delivered	Outside Room 5 ,SCM banking Hall/Tender Box Hall,Cnr Dr Pixley KaSeme(West) and Samora Machel (Aliwal) Streets in Durban										
Category (refer to annexure A)	General										
Sector	Accommodation										
Region	KwaZulu Natal										
Compulsory briefing session/site visit	Yes / No	No									
	Date	n/a									
	Time	n/a									
	Venue	n/a									

	Link	Tender documents obtainable from www.publicworks.gov.za
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ANNEXURE A: COMMODITY CATEGORIES

- **ACCOMMODATION, Leasing of**
- **AUDIO VISUAL EQUIPMENT**
- **BUILDING MATERIAL**
- **CHEMICALS: Agricultural/Forestry/Laboratory/ Water Care**
- **CLOTHING/TEXTILES**
- **COMPUTER EQUIPMENT**
- **COMPUTER SOFTWARE**
- **ELECTRICAL EQUIPMENT**
- **ELECTRONIC EQUIPMENT**
- **FURNITURE**
- **GENERAL**
- **MEDICAL**
- **OFFICE EQUIPMENT: Labour-saving devices**
- **PERISHABLE PROVISIONS**
- **STATIONERY/PRINTING**
- **STEEL**
- **TIMBER**
- **VEHICLE (all types)**
- **WORKSHOP EQUIPMENT**

SERVICES

- **BUILDING**
- **CIVIL**
- **ELECTRICAL**
- **FUNCTIONAL (including cleaning/security services)**
- **GENERAL**
- **MAINTENANCE (Electrical, mechanical equipment and plumbing)**
- **MECHANICAL**
- **PROFESSIONAL**
- **REPAIR AND MAINTENANCE OF VEHICLES**
- **TRANSPORT**
- **OTHER**

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE

BID NUMBER: DBN22/02/02

ADVERT DATE: 25 FEBRUARY 2022

CLOSING TIME: 11:00

CLOSING DATE: 22 MARCH 2022

BID/QUOTE PRICE: R200

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the DPW-08.LS: Form of Offer and Acceptance **MUST** be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

BID DOCUMENTS MAY BE POSTED TO

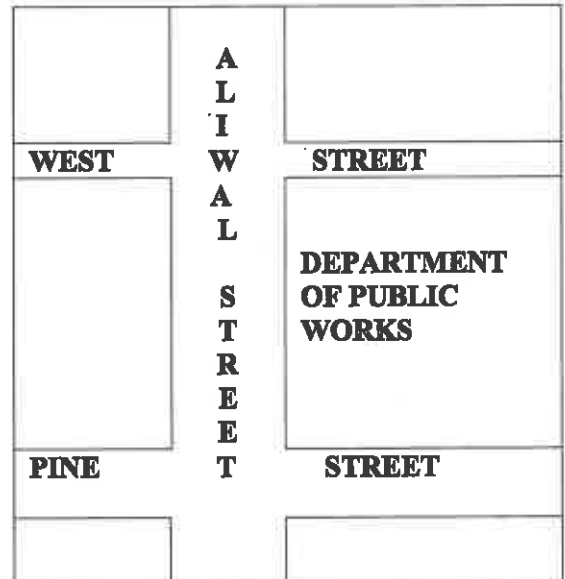
BID SECTION
DEPARTMENT OF PUBLIC WORKS
Private Bag X 54315
DURBAN
4000

ATTENTION: BID SECTION: ROOM NO. 5
(ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid/quote.

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX OUTSIDE ROOM NO. 5 , AT SCM BANKING HALL/TENDER BOX HALL, CNR WEST (DR PIXLEY KASEME) AND ALIWAL (SAMORA MACHEL) STREETS, DURBAN



Technical enquiries: Ms Thandeka Ngiba (031-314 7278 / 076 992 2261)

Administrative Enquiries: Ms Sibongile Shangase (031 314 7323) /Ms Senzeni Masondo at (031 314 7078)

The Durban Regional Office of the Department of Public Works is open **Mondays to Fridays: 07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open **Mondays to Fridays: 07:30 – 12:45/ 13:30 – 14:00.**

NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>

2. <http://www.gov.za/bids/>

Map DRO Nov 2005

PA-09 (LS): LIST OF RETURNABLE DOCUMENTS

Property description:	South African Social Security Agency: procurement of alternative office accommodation and parking : Pongola local office		
Property Manager:	Thandeka Ngiba	Bid / Quote no:	DBN22/02/02
Receipt Number:			

1. **THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**
(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

Bid Document Name:	Number of Pages:	Returnable document:
Cover Page	1 Pages	<input checked="" type="checkbox"/>
PA09 LS List of returnable documents	2 Pages	<input checked="" type="checkbox"/>
DPW08.3 (LS) Bid offer - Office accommodation various options based on BEE percentage	6 Pages	<input checked="" type="checkbox"/>
DPW08.4 (LS/EP): Bid offer -EPWP/NYS on leasing tenant installation (TI)	1 Pages	<input checked="" type="checkbox"/>
PA04 (LS) Notice and Invitation to bid	4 Pages	<input checked="" type="checkbox"/>
PA11: Declaration of Interest and bidders past supply chain management practices	5 Pages	<input checked="" type="checkbox"/>
PA14: Medical certificate for the confirmation of permanent disabled status	1 Pages	<input checked="" type="checkbox"/>
PA15.1: Resolution of Board of Directors	2 Pages	<input checked="" type="checkbox"/>
PA.15.2: Resolution of Board of Directors to enter into consortia or joint ventures	2 Pages	<input checked="" type="checkbox"/>
PA15.3: special resolution of consortia or joint ventures	3 Pages	<input checked="" type="checkbox"/>
PA10: General conditions of contract (GCC)	10 Pages	<input checked="" type="checkbox"/>
PA10 (LS): Important conditions of Bid	1 Pages	<input checked="" type="checkbox"/>
PA29 Certification of Independent bid determination	4 Pages	<input checked="" type="checkbox"/>
Preference points claim form in terms of the preferential procurement regulation 2011 PA16	7 Pages	<input checked="" type="checkbox"/>
DPW11.1 LS: Specification on minimum requirements - offices accommodation	3 Pages	<input checked="" type="checkbox"/>
DPW12 LS: Compliant with all the acts, Regulations and By-Laws governing the built environment certificate	1 Pages	<input checked="" type="checkbox"/>
PA40 Declaration of designated groups for preferential procurement	2 Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>
	Pages	<input checked="" type="checkbox"/>



Name of Bidder	Signature	Date
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DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION VARIOUS OPTIONS BASED ON BEE PERCENTAGE

Bid no:	DBN22/02/02	Closing date:	22 MARCH 2022
Advertising date:	25 FEBRUARY 2022	Validity period:	90 days

1. ACCOMMODATION PARTICULARS

Name of Company	
BEE shareholding % In Company owning property offered. Provide relevant certified documents, i.e. (Members register, CK1/ CK2)	%
Erf no. / Name and address of building	
Title Deed Number of property offered (Provide certified copy of the Title Deed)	
Market value / Municipal valuation of building	m ²
Gross floor area of accommodation	
Date accommodation may be used	
Commencement date of lease	
Lease period	years
Option period	years
Value Added Tax Number	

A. FIRST OFFER: 0 – 2 YEAR LEASE (COMPULSORY FOR ALL BIDDERS)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	R	R	R
VAT per month	R	R	R
Total per month	R	R	R

Tariffs	R /m ²	R /m ²	R / bay
VAT	R /m ²	R /m ²	R /bay
Total (1)	R /m ²	R /m ²	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R		
VAT	R		
Total (2)	R		
Escalation rate	%	%	
Total (1+2)	R		R / bay



Minimum of R350/m2 (VAT excl.) for Tenant Installation (T.I.) excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	R	
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2. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

2.1. Services	State	Lessor	Estimated cost per month
2.1.1. Water consumption			
2.1.2. Electricity consumption			
2.1.3. Sanitary services			
2.1.4. Refuse removal			
2.1.5. Domestic cleaning service			
2.1.6. Consumable Supplies			

2.2. Maintenance	State	Lessor	Estimated cost per month
2.2.1. Internal maintenance			
2.2.2. External			
2.2.3. Garden (if applicable)			
2.2.4. Air conditioning			
2.2.5. Lifts			
2.2.6. Floor covering: normal wear			

2.3. Rates and Insurance	State	Lessor	Estimated cost per month
2.3.1. Municipal rates & Increases			
2.3.2. Insurance & Increases			
2.3.3. ASRIA Insurance + Increase			

2.4. Other Responsibilities	State	Lessor	Estimated cost per month
2.4.1. Contract costs			
2.4.2. Stamp duty			
2.4.3. Fire fighting equipment			
2.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns



B. FIRST OFFER: 3 – 6 YEAR LEASE (BIDDERS WITH 51 % – 60 % BEE)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	R	R	
VAT per month	R	R	R
Total per month	R	R	R

Tariffs	R /m ²	R /m ²	R /bay
VAT	R /m ²	R /m ²	R /bay
Total (1)	R /m ²	R /m ²	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R /m ²	R /m ²	
VAT	R /m ²	R /m ²	
Total (2)	R /m ²	R /m ²	
Escalation rate	Same as above		
Total (1+2)	R /m ²	R /m ²	R /bay

Minimum of R350/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	R	
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3. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

3.1. Services	State	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 service			
3.1.6. Consumable Supplies			

3.2. Maintenance	State	Lessor	Estimated cost per month
3.2.1. Internal maintenance			
3.2.2. External			
3.2.3. Garden (If applicable)			
3.2.4. Air conditioning			
3.2.5. Lifts			
3.2.6. Floor covering: normal wear			

3.3. Rates and Insurance	State	Lessor	Estimated cost per month
3.3.1. Municipal rates & Increases			
3.3.2. Insurance & Increases			
3.3.3. SASRIA insurance + Increase			

3.4. Other Responsibilities	State	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: State is not prepared to accept responsibility for costs involved within grey coloured columns

C. FIRST OFFER: 7 – 10 YEAR LEASE (BIDDERS WITH 61 % – 100 % BEE)

	Offices	Stores	Parking
Lettable area	m ²	m ²	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	R		R

Tariffs	R /m ²	R /m ²	R /bay
VAT	R /m ²	R /m ²	R /bay
Total (1)	R /m ²	R /m ²	R /bay
Escalation rate	%	%	%

Operating Costs (Provide details on what costs entail)	R /m ²	R /m ²	R /bay
VAT	R /m ²	R /m ²	R /bay
Total (2)	R /m ²	R /m ²	R /bay
Escalation rate			
Total (1+2)	R /m ²	R /m ²	R each/bay
Minimum of R450/m ² (VAT excl.) for T.I. excluding electrical/ mechanical/ structural items, which are Landlord's responsibility as well as providing certificates of compliance.	R	R	

4. RESPONSIBILITIES

Note: The state is not prepared to accept responsibility for services or costs involved within grey coloured columns. (Indicate where applicable)

4.1. Services	State	Lessor	Estimated cost per month
4.1.1. Water consumption			
4.1.2. Electricity consumption			
4.1.3. Sanitary services			
4.1.4. Refuse removal			
4.1.5. Domestic cleaning service			
4.1.6. Consumable Supplies			
4.2. Maintenance	State	Lessor	Estimated cost per month
4.2.1. Internal maintenance			
4.2.2. External			
4.2.3. Garden (If applicable)			
4.2.4. Air conditioning			
4.2.5. Lifts			
4.2.6. Floor covering: normal wear			
4.3. Rates and Insurance	State	Lessor	Estimated cost per month
4.3.1. Municipal rates & Increases			
4.3.2. Insurance & Increases			
4.3.3. SASRIA Insurance & Increases			

4.4. Other Responsibilities	State	Lessor	Estimated cost per month
4.4.1. Contract costs			
4.4.2. Stamp duty			
4.4.3. Fire fighting equipment			
4.4.4. Cost of alterations			

Note: State is not prepared to accept responsibility for costs involved within grey coloured columns

Does the building comply with the National Building Regulations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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5. NATIONAL BUILDING REGULATIONS:

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

6. PARTICULARS FOR PAYMENT OF RENTAL:

Person/Organisation to whom cheque must be issued	
Postal address	
Telephone no.	
Cell. No.	
e-mail address	

7. INCOME TAX REFERENCE NUMBER:

INCOME TAX REFERENCE NUMBER (in terms of Section 69 of the Income Tax Act, 1962 (Act 58 of 1962) as amended)	
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Signature of Owner / Duly Authorised Representative	Date



DPW – 08.4 (LS/EP): BID OFFER – EPWP/NYS ON LEASING TENANT INSTALLATION (TI)

Bid no:	DBN22/02/02	Closing date:	22 MARCH 2022
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1. ACCOMMODATION PARTICULARS

BEE shareholding % in Company owning property offered. (Provide relevant certified documents; i.e. (Members register, CK1 / CK2)	%
Erf no./ Name and address of building	
Town where building is situated	
Gross floor area of accommodation	m ²
Lease period	years
Total amount of refurbishment	R
Projected period of refurbishment	months

2. EPWP/NYS IN TENANT INSTALLATION (TI)

(NOTE: **COMPULSORY FOR BIDDERS TO COMPLETE LAST COLUMN**)

TI AMOUNT	MINIMUM NUMBER OF EPWP/NYS EXPECTED	NUMBER OF EPWP/NYS BIDDER WILL EMPLOY
R2 m – R9 m	50 labourers	
R10 m – R19 m	100 labourers	
R20 m – R49 m	200 labourers	
R50 m – R99 m	300 labourers	
R100 m +	500 labourers	

Company name	Representative name	Date

PA-04 (LS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

Property description:	Durban Regional Office: South African Social Security Agency (SASSA): Procurement of Office accommodation and Parking: Pongola local office with lettable area of 653.33 and 40 parking bays for a period of 5 years		
Bid no:	DBN22/02/02		
Advertising date:	25 FEBRUARY 2022	Closing date:	22 MARCH 2022
Closing time:	11H00	Validity period:	90 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	The (DPW-08 (LS)): Bid offer must be clearly completed by the bidder, with clear specification of the financial offer in terms of rental and tenant installation allowance offered by bidder and the bid documents should be duly signed in ink, by the bidder. The offer should be submitted as per the bid questionnaire which forms part of the bid documents.
<input checked="" type="checkbox"/>	The building must be within the geographic boundaries specified in the bid documents
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (LS)): List of returnable documents.
<input checked="" type="checkbox"/>	The bidder or owner must attach proof of ownership (Title deed), mandate letter/proof if agent with copy of Title deed and certified copies of ID of the owner, or purchase/sale agreement with copy of title deed and certified copies of ID of the owner if buyer
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement (item 5.2 must be completed)
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	Submission of letter signed by a suitable SACAP registered Architectural Professional as per South African Property Owners Association (SAPOA) method confirming the required lettable space of 653.33sqm and 40 parking bays as well as the grading certificate.
<input checked="" type="checkbox"/>	Submission of original BBEE certificate/sworn affidavit attested by Commissioner of Oath/Certified copy/ a copy of South African National Accreditation system (SANAS) approved BBEE Certificate, valid at the time of closing. (Subject to verification)
<input checked="" type="checkbox"/>	Submission of zoning certificate issued by the relevant local Municipality confirming the property can accommodate the nature of the service required.

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

<input type="checkbox"/>	<p>Category A - refers to segment where a property is owned by an enterprise(s)/ Individual(s) which are not less than:</p> <ul style="list-style-type: none"> a. 51% Black-ownership b. 51% Black-management c. 51% Black controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the
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Notice and Invitation to Bid: PA-04 (LS)

Property Sector codes	
<input checked="" type="checkbox"/>	<p>Category B – refers to a segment where a property is owned by an enterprise(s)/ individual(s) which have not less than :</p> <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes
<input type="checkbox"/>	<p>Category C – refers to a segment where a property is owned by an enterprise(s)/ Individual(s) with less than</p> <ul style="list-style-type: none"> a. 20% Black- ownership; b. 20% Black management c. 20% Black Controlled ; and d. With a B-BBEE certificate status level 4 or above assessed in terms of the Property Sector Codes
<input checked="" type="checkbox"/>	<p>Category D – refers to property funds listed on the Stock Exchange :</p> <ul style="list-style-type: none"> a. That qualify as listed property funds or real estate investment trusts (REITS); b. That have ownership by black individuals or black entities of more than 10% but less than 51% ; and c. That are managed by property asset management entities with not less than 51% Black ownership ; 51% Black management and 51% Black control

This bid will be evaluated according to the preferential procurement model in the PPPFA: *(Tick applicable preference point scoring system)*

<input checked="" type="checkbox"/> 80/20 Preference points scoring system	<input type="checkbox"/> 90/10 Preference points scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system
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Price:	
Price:	80 % of 20
Total must equal:	100%

Functionality:	
Functionality:	50 %
Minimum Functionality Score	50 %
Total must equal:	100%

Functionality criteria:	Weighting factor:
<p>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</p> <ul style="list-style-type: none"> • Location (Pongola Town) Geographical location <p>Pongola CBD = 50 points CBD periphery = 0 points</p>	50



<p>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</p> <ul style="list-style-type: none"> Accessibility The premises must comply with the South African National Standards SANS10400, Occupational Health and Standards Act and approved by South African Bureau of Standards (SABS) with the facilities for physically challenged <p>For a multi storey building</p> <p>Ramp & lift= 2 points Ramp & lift plus Ablutions(including paraplegic) = 3 points Ramp & lift plus Parking(including paraplegic) = 4 points Ramp & lift, Parking plus Ablution(including paraplegic)= 6 points</p> <p>For a single storey building</p> <p>Ramp = 2 points Ramp plus Ablutions(including paraplegic) = 3 points Ramp plus Parking(including paraplegic) = 4 points Ramp, Parking plus Ablutions(including paraplegic) = 6 points</p>	15
<p>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</p> <ul style="list-style-type: none"> Building Specification <p>Stand-alone = 7 points Ground floor or contiguous floors on multi-tenant with separate entrance =3 points in between floors = 0 points</p>	10
<p>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</p> <ul style="list-style-type: none"> Suitability (security) <p>Burglar proofing (windows and doors) and fencing = 10 Burglar proofing (windows and doors) = 5 No burglar proofing (windows and doors) and no fencing = 0</p>	15
<p>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</p> <ul style="list-style-type: none"> Energy efficiency <p>Sensor light, LED bulbs and standby Generator = 5 points Sensor lights and standby Generator= 3 points LED bulbs and standby Generator = 2 points Sensor light and LED bulbs(no standby generator) = 0 points</p>	10
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Subject to sub-regulation 6(2) and /or 7 (2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0



Notice and Invitation to Bid: PA-04 (LS)

- A maximum of 10/20 points may be allocated in accordance with sub-regulation 7(2) and 6(2) respectively of the PPPFA Regulations of 2017.
- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6 (2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6 (1) and 7 (1) respectively
- Subject to regulation 7, the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act.

1. COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za and NDPW website.
- Alternatively; Bid documents may be collected during working hours at the following address **Corner of Dr. Pixley KaSeme Street and Samora Machel Street Durban 4000**. A non-refundable bid deposit of R200 is payable, (Cash only) is required on collection of the bid documents.
- There will be no pre bid meeting for this project

2. ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Contact person:	Thandeka Ngiba	Telephone no:	031 314 7278
Cell no:	0769922261	Fax no:	0866594835
E-mail:	Thandeka.ngiba@dpw.gov.za		

3. DEPOSIT / RETURN OF BID DOCUMENTS:

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

<p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 <i>Durban</i> 4000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM 5</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</p>	OR	<p>DEPOSITED IN THE TENDER BOX AT:</p> <p><i>Department of Public Works</i> <i>Old Government Building</i> <i>Dr Pixley KaSeme</i> Room 5</p>
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4. COMPILED BY:

Thandeka Ngiba		22/02/2022
Name of Property Manager	Signature	Date

Additional Comments

***The tender briefing meeting is not applicable due to COVID 19 restrictions.
The following should be noted by the bidders:***

The building must comply with the aspects of South African National Standards SANS 10400 and SANS 204 (Energy efficiency) regulation.

~~The building must comply with Covid-19 regulations.~~

The building must comply with Occupational Health and Safety Act no 85 of 1993 with Regulations.

Floor plans to existing or new constructed building must be approved by the Local Municipality prior to construction but after award

The escalation offered by the bidders should not exceed six (6) percent per annum.

Bidders to ensure compliance with the Local Municipality by-laws

The tender is open to bidders for existing buildings or new construction

Bidders to provide draft sketch plans confirming the required space and norms, signed by the suitable SACAP registered architectural Profession as per South African Property Owners Association (SAPOA) method of calculation clearly stipulating the required lettable space of 653.33sqm and 40 parking bays

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	South African Social Security Agency: Procurement of alternative office accommodation and parking: Pongola local office		
Bld no:	DBN22/02/02	Reference no:	24/2/1/2/17/6321/98

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (If applicable)

2. 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 a price quotation, advertised competitive bid, limited bid or proposal). 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 and/or take an oath declaring his/her interest, 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.

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

- 3.1 Full Name of bidder or his or her representative:
- 3.2 Identity number:.....
- 3.3 Position occupied in the Company (director, trustees, shareholder² ect
- 3.4 Company Registration Number:
- 3.5 Tax Reference umber:.....
- 3.6 VAT Registration Number:

3.6.1 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) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

Name of person / director / trustees / shareholder / member:.....

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

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 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

3.8.1 If so, furnish particulars:.....

.....

3.9 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

3.9.1 If so, furnish particulars.

.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES NO

3.10.1 If so, furnish particulars.

.....

3.11 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

3.11.1 If so, furnish particulars:

.....

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

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

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database 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 National Treasury after the audi alteram partem rule was applied).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		
5.3	Is the tenderer / 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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / 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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.8	If so, furnish particulars:		

6. 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.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS

Project title:	South African Social Security Agency: Procurement of alternative office accommodation and parking: Pongola local office		
Tender / Bld no:	DBN22/02/02	Reference no:	24/2/1/2/17/6321/98

I, _____ ~~(surname and name)~~,
 identity number, _____ do hereby declare that I am a registered medical
 practitioner, with my practice number being _____, practising at
 _____ (Physical or postal addresses)
 declare that I have examined Mr. / Ms. _____
 identity number _____ and have found the said person to be
 permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

 Signature

 Date

OFFICIAL STAMP OF
 MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

- Note:**
- * Delete which is not applicable.
 - NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
 - In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
 - Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
 - Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

On _____ (date)

RESOLVED that:

- 1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works In respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid /Tender Document)

- 2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

- 3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under Item 1 above.
- 4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this Joint venture agreement and the Contract with the Department in respect of the project under Item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____ (code)

Fax number: _____ (code)

	Name	Capacity	Signature
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Note:

1. * Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

ENTERPRISE STAMP

Blank area for the Enterprise Stamp.

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*

B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under Item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

	Name	Capacity	Signature
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in Item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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PA-10: General Conditions of Contract (GCC)

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.

PA-10: General Conditions of Contract (GCC)

- 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

PA-10: General Conditions of Contract (GCC)

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.

PA-10: General Conditions of Contract (GCC)

- 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. Following 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

PA-10: General Conditions of Contract (GCC)

- (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 fulfilment 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

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- 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 contract 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 cancelling 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:

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- (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 of not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide 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 on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 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 the 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 ten years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its 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 antidumping 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.

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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 the 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 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.