

## BID ADVERTISEMENT FORM

Bid description	Procurement of Office Accommodation (Lettable area 553,75 sqm) and 9Parking bays for a period of 5 years										
Bid number	DBN22/02/03( 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	Department of Home Affairs: Nongoma 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	4	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 <a href="http://www.publicworks.gov.za">www.publicworks.gov.za</a>
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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: DBN22/02/03

ADVERT DATE: 25 FEBRUARY 2022

CLOSING TIME: 11:00

CLOSING DATE: 24 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.**

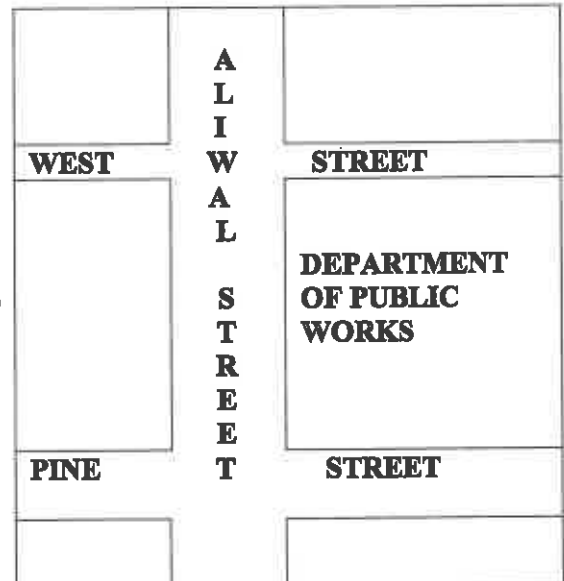
*Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.*

**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

<b>Property description:</b>	<i>Department of Home Affairs: procurement of alternative office accommodation and parking : Nongoma local office</i>		
<b>Property Manager:</b>	Thandeka Ngiba	<b>Bid / Quote no:</b>	DBN22/02/03
<b>Receipt Number:</b>			

**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)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
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

## DPW – 08.3 (LS): BID OFFER – OFFICE ACCOMMODATION VARIOUS OPTIONS BASED ON BEE PERCENTAGE

<b>Bid no:</b>	DBN22/02/03	<b>Closing date:</b>	24 MARCH 2022
<b>Advertising date:</b>	25 FEBRUARY 2022	<b>Validity period:</b>	90 days

### 1. ACCOMMODATION PARTICULARS

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

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

	Offices	Stores	Parking
<b>Lettable area</b>	m <sup>2</sup>	m <sup>2</sup>	
<b>Parking bays</b>			
<b>Rental per month</b>	R	R	R
<b>VAT per month</b>	R	R	R
<b>Total per month</b>	R	R	R

<b>Tariffs</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R / bay
<b>VAT</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R /bay
<b>Total (1)</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R /bay
<b>Escalation rate</b>	%	%	%

<b>Operating Costs (Provide details on what costs entail)</b>	R		
<b>VAT</b>	R		
<b>Total (2)</b>	R		
<b>Escalation rate</b>	%	%	
<b>Total (1+2)</b>	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 <sup>2</sup>	m <sup>2</sup>	
Parking bays			
Rental per month	R	R	
VAT per month	R	R	R
Total per month	R	R	R

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

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

Minimum of R350/m <sup>2</sup> (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 <sup>2</sup>	m <sup>2</sup>	
Parking bays			
Rental per month	R		R
VAT per month	R		R
Total per month	R		R

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



<b>Operating Costs (Provide details on what costs entail)</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R /bay
<b>VAT</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R /bay
<b>Total (2)</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R /bay
<b>Escalation rate</b>			
<b>Total (1+2)</b>	R /m <sup>2</sup>	R /m <sup>2</sup>	R each/bay
Minimum of R450/m <sup>2</sup> (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)

<b>4.1. Services</b>	<b>State</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
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			

<b>4.2. Maintenance</b>	<b>State</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
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			

<b>4.3. Rates and Insurance</b>	<b>State</b>	<b>Lessor</b>	<b>Estimated cost per month</b>
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)

<b>Bid no:</b>	DBN22/02/03	<b>Closing date:</b>	24 MARCH 2022
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### 1. ACCOMMODATION PARTICULARS

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

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

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR PROVISION OF:

<b>Property description:</b>	<b><i>Durban Regional Office: Department of Home Affairs: Procurement of Office accommodation and Parking: Nongoma local office with lettable area of 553.75sqm and 9 parking bays for a period of 5 years</i></b>
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<b>Bid no:</b>	DBN22/02/03		
<b>Advertising date:</b>	25 FEBRUARY 2022	<b>Closing date:</b>	24 MARCH 2022
<b>Closing time:</b>	11H00	<b>Validity period:</b>	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 of 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 553.75 sqm and 9 parking bays as well as the grading certificate.
<input checked="" type="checkbox"/>	Submission of original BBBEE certificate/sworn affidavit attested by Commissioner of Oath/Certified copy of South African National Accreditation system (SANAS) approved BBBEE 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><b>Category A</b> - refers to segment where a property is owned by an enterprise(s)/ individual(s) which are not less than:</p> <ol style="list-style-type: none"> <li>51% Black-ownership</li> <li>51% Black-management</li> <li>51% Black controlled ; and</li> <li>With a B-BBEE certificate status level 4 or above assessed in terms of the</li> </ol>
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Notice and Invitation to Bid: PA-04 (LS)

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

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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<b>Price:</b>	
Price:	80 % of 20
<b>Total must equal:</b>	<b>100%</b>

<b>Functionality:</b>	
Functionality:	50 %
Minimum Functionality Score	50 %
<b>Total must equal:</b>	<b>100%</b>

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

<p><b>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</b></p> <ul style="list-style-type: none"> <li><b>Accessibility</b> 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</li> </ul> <p>For a multi storey building</p> <p>Ramp &amp; lift = 2 points  Ramp &amp; lift plus Ablutions( including paraplegic) = 3 points  Ramp &amp; lift plus Parking( including paraplegic) = 4 points  Ramp &amp; 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>	<p><b>15</b></p>
<p><b>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</b></p> <ul style="list-style-type: none"> <li><b>Building Specification</b></li> </ul> <p>Stand-alone = 7 points  Ground floor or contiguous floors on multi-tenant with separate entrance = 3 points  In between floors = 0 points</p>	<p><b>10</b></p>
<p><b>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</b></p> <ul style="list-style-type: none"> <li><b>Suitability (security)</b></li> </ul> <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>	<p><b>15</b></p>
<p><b>FUNCTIONALITY FOR EXISTING BUILDING OR NEW CONSTRUCTION</b></p> <ul style="list-style-type: none"> <li><b>Energy efficiency</b></li> </ul> <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>	<p><b>10</b></p>
<p><b>Total</b></p>	<p><b>100 Points</b></p>

*(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 BBEE 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](http://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:

<b>Contact person:</b>	Thandeka Ngiba	<b>Telephone no:</b>	031 314 7278
<b>Cell no:</b>	0769922261	<b>Fax no:</b>	0866594835
<b>E-mail:</b>	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><b>BID DOCUMENTS MAY BE POSTED TO:</b></p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315</p> <p><b>Durban 4000</b></p> <p>ATTENTION: <b>PROCUREMENT SECTION: ROOM 5</b></p> <p><b>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</b></p>	OR	<p><b>DEPOSITED IN THE TENDER BOX AT:</b></p> <p><b>Department of Public Works Old Government Building Dr Pixley KaSeme Room 5</b></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 553.75sqm and 9 parking bays***



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.

<sup>1</sup> "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.

<sup>2</sup> "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.



Declaration of interest and bidder's past Supply Chain Management practices: PA-11

.....  
.....

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? <b>(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).</b>	<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)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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.</b>	<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

<b>Project title:</b>	<i>Department of Home affairs: Procurement of alternative office accommodation and parking: Nongoma local office</i>		
<b>Tender / Bld no:</b>	DBN22/02/03	<b>Reference no:</b>	24/2/1/2/17/6326/92

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:

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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:**

- 1. 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)

- 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 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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<del>19</del>			
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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, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. 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).
4. 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).
5. 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**

## 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)

## 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

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## 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 consignee 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](http://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.