



**SCMU5-22/23-0096**

**LEASING OF OFFICE ACCOMMODATION FOR DEPARTMENT OF SOCIAL  
DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN  
REFORM IN KOMGA**

**BIDDER:**

**CLOSING DATE / TIME:** 20 September 2022/ 11:00

**COMPULSORY BRIEFING SESSION DATE / TIME:** N/A

**USEABLE AREA REQUIRED:** 2000m<sup>2</sup>

**NUMBER OF OPEN PARKING BAYS:** 30

**NUMBER OF COVERED PARKING BAYS:** 15

**NUMBER OF PARKING BAYS FOR PERSONS LIVING WITH DISABILITIES  
(COVERED):** 05

**ENQUIRIES:**

**SUPPLY CHAIN MANAGEMENT**

EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
QHASANA BUILDING  
PRIVATE BAG X 0022  
BHISHO

**SCM SPECIFIC ENQUIRIES**

Email Address: [supply.chain@ecdpcw.gov.za](mailto:supply.chain@ecdpcw.gov.za)

**TECHNICAL /PROJECT SPECIFIC ENQUIRIES**

Enquires: Ms N Mpetla

Email Address: [leasing\\_portfolio@ecdpcw.gov.za](mailto:leasing_portfolio@ecdpcw.gov.za)

Contact details: (040) 602 4684



**BID NOTICE**

**LEASING OF OFFICE ACCOMMODATION FOR DEPARTMENT OF SOCIAL  
DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN  
REFORM IN KOMGA.**

Bid documents will be available as from **19 August 2022**, tender documents are downloaded or free of charge from National Treasury's tender portal (<http://www.etenders.gov.za/content/advertised-tenders>) or from the Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)).

**All questions should be sent via email to the relevant addresses provided herein. Questions and answer will be opened between 22 August 2022 – 09 September 2022 only. Thereafter no further questions will be allowed.**

Completed bid documents/ proposals in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the Tender Box, Department of Public Works and Infrastructure and Infrastructure, Qhasana Building, Ground Floor, Bhisho not later than **20 September 2022 / 11:00**. Bids will be opened in public.

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

**A. BID EVALUATION**

**This bid will be evaluated in Two (02) phases as follows**

- (a) **Phase One:** Compliance, responsiveness to the bid rules and conditions.
- (b) **Phase Two:** Bidders passing all stages above will thereafter be evaluated on PPPFA

The preference point systems prescribed in the PPPFA and the Preferential Procurement Regulations of 2017 will be applicable.

**PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS**

Maximum points on price	-	<b>80 points</b>
Maximum points for BBBEE	-	<b>20 points</b>
<b>Maximum points</b>	-	<b>100 points</b>

**B. BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- The total Useable area required by the department is **2000m<sup>2</sup>**. Useable space in excess of the requirement will not be paid by the Department
- The Department requires secured **ONSITE** parking bays – **30 uncovered, 15 covered parking bays and 05** bays for people living with disabilities.
- The building must be ready for occupation within six (6) months, in the case of an existing building after award and once spatial layout plans are finalised and signed by the client department. In case of vacant land, the building should be ready within 24 months after award and once spatial layout plans are finalised and signed by the client department ( inclusive of municipal approvals).
- **SPECIAL CONDITIONS: BIDDERS MUST COMPLETE ALL OFFERS FOR 3 YEARS, 5 YEARS, 7 YEARS AND 9 YEARS AND 11MONTHS IN FULL. NON-COMPLIANCE HEREOF WILL RESULT IN ELIMINATION OF THE BID.**
- **SBD4 must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have**

any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1 of SBD4.

Other specifications, bid evaluation criteria, bid rules and special conditions of bid are detailed in the bid document.

Tender validity period is **120** days

**ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO**

SCM SPECIFIC ENQUIRIES Email Address: <a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>	TECHNICAL / PROJECT SPECIFIC ENQUIRIES Enquires: Ms N Mpeta Email Address: <a href="mailto:leasing_portfolio@ecdpw.gov.za">leasing_portfolio@ecdpw.gov.za</a> Contact details: (040 602 4684)  <b>Please note that all queries must be forwarded to the abovementioned email address. Service providers are encouraged to use the above email address.</b>
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**FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

**Call: 0800 701 701**

## RETURABLE DOCUMENTS

All bidders **MUST** correctly complete and submit and or provide all the requisite returnable documents as outlined in the table below as part of their bid submission.

<b>A. Returnable Document Name :</b>	<b>Submitted: (tick box)</b>
<b>(The documents below must be submitted) Non-compliance will lead to the elimination of the bid)</b>	
Form of offer and Acceptance (completed and signed)	
SBD 1	
SBD 3.1 (All offers to be completed and signed)	
SBD 4	
CIPC and/or Trust Deed Certificate or copies thereof	
List of Directors of the Bidder	
List of Shareholders of the Bidder	
Certified copies of ID documents of Directors/Shareholders	
Resolution for Signatory (Letter of Authority) – Annexure C In the case where a company representative is nominated, a certified of the identity document must be included.	
Certified Copy of the Title Deed or Deed of Transfer of the subject property offered	
Lease agreement between bidder and owner fully signed by both parties for the subject property related to the bid.	
Offer to Purchase duly signed by bidder and owner for the subject property related to the bid.	
BBBEE rating certificate or a Sworn Affidavit attested by a Commissioner of Oaths	
Compulsory Enterprise questionnaire	
Compliance Certification	
Valid Zoning Certificate as required for Office Accommodation (Copy)	
Comprehensive Draft Spatial Layout Plans including proposed tenant installations as per the specification must be submitted with the bid.	
Site Plan indicating entrance, parking bays, emergency exits, etc. are required to be submitted.	
A finishing schedule is also required. (Refers to the minimum technical requirements)	
<b>B. Listed below are the Returnable Documents to be submitted 10 days before handover:</b>	
Municipal account of the subject property offered (Copy)	
Lift condition report – (Copy)	
Electrical Compliance Certificate (Copy)	
Fire regulation compliance certificate (Copy)	
Occupational Health & Safety Regulation Certificate (Copy)	
Air Quality Assessment Report issued by a registered OHSA Company	
Building Grade Certificate	
Plumbing Certificate	
Area Certificate	

**Please note that the proposed Tenant Layout is a binding legal document ensuring that the Bidder shall carry the Tenant Installation costs as per the Proposal**

**ANNEX C**  
*(normative)*  
**FORM OF OFFER AND  
ACCEPTANCE**

<b>Project title</b>	<b>LEASING OF OFFICE ACCOMMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND RURAL DEVELOPMENT AND AGRARIAN REFORM IN KOMGA</b>
<b>SCMU number</b>	<b>SCMU5-22/23-0096</b>
<b>Erf Number</b> <i>(Of property offered)</i>	
<b>Physical Address</b> <i>(Of property offered)</i>	
<b>Extent of Space offered</b>	

**OFFER**

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

.....  
The tenderer, identified in the offer signature block, has examined the documents listed in the tender conditions and addenda there to as listed in their returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract conditions.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A THREE (3)  
YEAR PERIOD IS**

.....Rand (in  
words);  
R.....(in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A FIVE (5)  
YEAR PERIOD IS**

.....Rand (in  
words);  
R.....(in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A SEVEN (7)  
YEAR PERIOD IS**

.....Rand (in  
words);  
R.....(in figures)

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX FOR A NINE (9) YEAR, ELEVEN (11) MONTHS PERIOD IS**

.....Rand (in words);

R.....(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender conditions, where upon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature:

.....

Name:

.....

Capacity:

.....

**For the Tenderer** .....

(Name and address of organization)

Name and signature

of witness .....

Date .....

## ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. Inconsideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

PartC1 Agreements and contract data,(which includes this agreement)

PartC2 Pricing data

PartC3 Scope of work.

PartC4 Site information and drawings and documents or parts thereof, which maybe incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender conditions and any addenda thereto as listed in the returnable schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data)to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a pudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute abiding contract between the parties.<sup>1</sup>

Signature .....

Name .....

Capacity .....

**For the Employer** .....

(Name and address of organization)

Name and signature

of witness ..... Date .....

### Schedule of Deviations

1 Subject .....  
Details .....

2 Subject .....  
Details .....

3 Subject .....  
Details .....

4 Subject .....  
Details .....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender/ quotation documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this a

**PART A  
INVITATION TO BID**

**SBD1**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	SCMU5-22/23-0096	CLOSING DATE:	20 September 2022	CLOSING TIME:	11:00
DESCRIPTION	<b>LEASING OF OFFICE ACCOMMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND RURAL DEVELOPMENT AND AGRARIAN REFORM IN KOMGA</b>				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**TENDER BOX, GROUND FLOOR, QHASANA BUILDING, INDEPENDENCE AVENUE, BHISHO**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON		CONTACT PERSON	Ms N. Mpeta
TELEPHONE NUMBER		TELEPHONE NUMBER	040-602 4684
FACSIMILE NUMBER		FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	<a href="mailto:supply.chain@ecdpw.gov.za">supply.chain@ecdpw.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:leasing_portfolio@ecdpw.gov.za">leasing_portfolio@ecdpw.gov.za</a>

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	MAAA [TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**SBD 1**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

(1) If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

## Compulsory Enterprise questionnaire

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number ..... Tax  
reference number .....

**Section 6: The attached SBD4 must be completed for each tender and be attached as a tender requirement.**

**Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:  
 authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;  
 confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;  
 iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and  
 iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed .....

Date .....

Name .....

Position .....

## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

NAME OF BIDDER: .....

BID NO.: SCMU5-22/23-0096

CLOSING TIME **20 September 2022/ 11:00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM IN KOMGA**

### CALCULATION OF THREE (3) YEAR LEASE COST

SBD 3.1

ITEM	RATE PER SQUARE METER/ PARKING BAYS	NO. OF SQUARE METERS/ PARKINGS BAYS	% Annual Escalation	Total Monthly Rental	Annual Rental (Excluding VAT)	Total Annual Rental (Including VAT)
Square metre	R.....	2000	N/A	R.....	R.....	R .....
<b>SUBTOTAL (ANNUAL RENTAL INCLUDING VAT)</b>						R.....
Year 1 (Carries over from table above)			N/A		R .....	R.....
Year 2 (including annual escalation only for the rental not for parkings)			6%		R .....	R .....
Year 3 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
<b>SUB-TOTAL (THREE YEAR RENTAL INCLUDING ESCALATION AND VAT)</b>						R .....
Total of Parking Cost for Three (3) Year period without escalation R250 Open/ uncovered Parking Bays and R350 for covered Parking Bays (including Parking for persons living with disabilities) per month <b>(Total Parking costs Year 1,2, 3 (R200 100,00x3)=R600 300,00</b>						<b>R600 300,00</b>
<b>Monthly Parking Rental incl. of VAT= R16 675,00</b>						

Annual Parking Rental incl. VAT $R200\ 100,00 \times 3 = R600\ 300,00$	
ADD: PROVISIONAL SUM	R180 000.00
<b>TOTAL LEASE COST FOR THREE (3)YEAR PERIOD (INCLUDING RENTAL, PARKING, VAT AND PROVISIONAL SUM)</b>	<b>R .....</b>

**NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE**

**PLEASE NOTE:**

This Offer will be accepted by the Department of Public Works and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature of Bidder: \_\_\_\_\_

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

NAME OF BIDDER: .....

BID NO.: SCMU5-22/23-0096

CLOSING TIME **20 September 2022/ 11:00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM IN KOMGA**

#### CALCULATION OF FIVE (5) YEAR LEASE COST

SBD 3.1

ITEM	RATE PER SQUARE METER/ PARKING BAYS	NO. OF SQUARE METERS/ PARKINGS BAYS	% Annual Escalation	Total Monthly Rental	Annual Rental (Excluding VAT)	Total Annual Rental (Including VAT)
Square metre	R.....	2000	N/A	R.....	R.....	R .....
<b>SUBTOTAL (ANNUAL RENTAL INCLUDING VAT)</b>						R.....
Year 1 (Carries over from table above)			N/A		R .....	R.....
Year 2 (including annual escalation only for the rental not for parkings)			6%		R .....	R .....
Year 3 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 4 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 5 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
<b>SUB-TOTAL (FIVE YEAR RENTAL INCLUDING ESCALATION AND VAT)</b>						R .....
Total of Parking Cost for five (5) Years period without escalation						<b>R1 000 500,00</b>

R250 Open/ uncovered Parking Bays and R350 for covered Parking Bays (including Parking for persons living with disabilities) per month  <b>(Total Parking costs Year 1,2, 3, 4, 5 (R200 100,00x5)=R1 000 500,00</b>  <b>Monthly Parking Rental incl. of VAT= R16 675,00</b> <b>Annual Parking Rental incl. VAT R200 100,00 x 5= R1 000 500,00</b>	
<b>ADD: PROVISIONAL SUM</b>	R300 000.00
<b>TOTAL LEASE COST FOR FIVE (5)YEAR PERIOD (INCLUDING RENTAL, PARKING, VAT AND PROVISIONAL SUM)</b>	<b>R .....</b>

**NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE**

**PLEASE NOTE:**

This Offer will be accepted by the Department of Public Works and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature of Bidder: \_\_\_\_\_

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

NAME OF BIDDER: .....

**BID NO: SCM5-22/23-0096**

CLOSING TIME      **20 September 2022/ 11:00**

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

**LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRAIAN REFORM IN KOMGA.**

#### CALCULATION OF SEVEN (7) YEAR LEASE COST

SBD 3.1

ITEM	RATE PER SQUARE METER/ PARKING BAYS	NO. OF SQUARE METERS/ PARKINGS BAYS	% Annual Escalation	Total Monthly Rental	Annual Rental (Excluding VAT)	Total Annual Rental (Including VAT)
Square metre	R.....	2000	N/A	R.....	R.....	R .....
<b>SUBTOTAL (ANNUAL RENTAL INCLUDING VAT)</b>						R.....
Year 1 (Carries over from table above)			N/A		R .....	R.....
Year 2 (including annual escalation only for the rental not for parkings)			6%		R .....	R .....
Year 3 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 4 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 5 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 6 (including annual escalation only for rental not for parkings)			6%		R .....	R .....

Year 7 (including annual escalation only for rental not for parkings)	6%		R .....	R .....
<b>SUB-TOTAL (SEVEN YEAR RENTAL INCLUDING ESCALATION AND VAT)</b>				R .....
Total of Parking Cost for seven (7) Years period without escalation R250 Open/ uncovered Parking Bays and R350 for covered Parking Bays (including Parking for persons living with disabilities) per month  <b>(Total Parking costs Year 1,2, 3, 4, 5,6,7  (R200 100,00x7)=R1 400 700,00</b>  <b>Monthly Parking Rental incl. of VAT= R16 675,00</b> <b>Annual Parking Rental incl. VAT R200 100,00 x 7= R1 400 700,00</b>				<b>R1 400 700,00</b>
<b>ADD: PROVISIONAL SUM</b>				R420 000.00
<b>TOTAL LEASE COST FOR SEVEN (7)YEAR PERIOD (INCLUDING RENTAL, PARKING, VAT AND PROVISIONAL SUM)</b>				<b>R .....</b>

**NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE**

**PLEASE NOTE:**

This Offer will be accepted by the Department of Public Works and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature of Bidder: \_\_\_\_\_



### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

NAME OF BIDDER: .....

BID NO.: SCMU5-22/23-0096

CLOSING TIME **20 September 2022/ 11:00**

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

**LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRAIAN REFORM IN KOMGA.**

#### CALCULATION OF NINE (9) YEARS AND ELEVEN (11) MONTHS LEASE COST

SBD 3.1

ITEM	RATE PER SQUARE METER/ PARKING BAYS	NO. OF SQUARE METERS/ PARKINGS BAYS	% Annual Escalation	Total Monthly Rental	Annual Rental (Excluding VAT)	Total Annual Rental (Including VAT)
Square metre	R.....	2000	N/A	R.....	R.....	R .....
<b>SUBTOTAL (ANNUAL RENTAL INCLUDING VAT)</b>						R.....
Year 1 (Carries over from table above)			N/A		R .....	R.....
Year 2 (including annual escalation only for the rental not for parkings)			6%		R .....	R .....
Year 3 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 4 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 5 (including annual escalation only for rental not for parkings)			6%		R .....	R .....
Year 6 (including annual escalation only for rental not for parkings)			6%		R .....	R .....

Year 7 (including annual escalation only for rental not for parkings)	6%		R .....	R .....
Year 8 (including annual escalation only for rental not for parkings)	6%		R .....	R .....
Year 9 (including annual escalation only for rental not for parkings)	6%		R .....	R .....
11 Months (including annual escalation only for rental not for parkings)	6%		R .....	R .....
<b>SUB-TOTAL (NINE YEAR AND ELEVEN MONTHS RENTAL INCLUDING ESCALATION AND VAT)</b>				R .....
Total of Parking Cost for nine (9) Years 11 months period without escalation R250 Open/ uncovered Parking Bays and R350 for covered Parking Bays (including Parking for persons living with disabilities) per month <b>(Total Parking costs Year 1,2, 3, 4, 5, 6, 7, 8, 9, 11 MONTHS  (R200 100,00x9years 11 months)=R1 784 225,00  Monthly Parking Rental incl. of VAT= R16 675,00  Annual Parking Rental incl. VAT R200 100,00 x 9YEARS 11 MONTHS = R1 748 225,00</b>				R1 748 225,00
<b>ADD: PROVISIONAL SUM</b>				R595 000.00
<b>TOTAL LEASE COST FOR NINE (9)YEAR AND ELEVEN (11) MONTH PERIOD (INCLUDING RENTAL, PARKING, VAT AND PROVISIONAL SUM)</b>				<b>R .....</b>

**NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE**

**PLEASE NOTE:**

This Offer will be accepted by the Department of Public Works and Infrastructure by issuing a letter of Acceptance and thereafter signing a formal Lease Agreement.

Signature of Bidder: \_\_\_\_\_

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state?

**YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of institution	State

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

**YES/NO**

- 2.2.1 If so, furnish particulars:

.....  
 .....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

- 2.3.1 If so, furnish particulars:

.....  
 .....

---

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN

TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON

PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT

SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

### 1. GENERAL CONDITIONS

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

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

1.2 The total value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

##### 90/10

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

Where

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

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

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

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

#### 5. BID DECLARATION

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

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

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

#### 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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



acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

**COMPANY DETAILS**

---

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name: .....

.....

Company Registration Number: .....

VAT Number: .....

Bank Name and Branch: .....

Bank Account Number: .....

Professional Registration Details: .....

.....

.....

.....

.....

Professional Indemnity Details: .....

.....

.....

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

[illegible]

**Please note: This information is for statistical purposes**

**RESOLUTION FOR SIGNATORY**

(See also “Special Conditions of Bid”)

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

“By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr/Ms \_\_\_\_\_, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

**Bid Number: SCMU5-22/23-0096**

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

WITNESSES:

1. \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## **SPECIAL CONDITIONS OF BID**

### **1. INTERPRETATION**

The word "Bidder" in these conditions shall mean and include any firm of Landlords or any company or body incorporated or unincorporated.

The word "Department" in these conditions shall mean the **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**.

For the purpose of this Bid, the word "bid" is used interchangeable with the word "price quotation, and referring to "price quotation".

### **2. EXTENT OF PROJECT**

This contract is for the

### **3. MODE OF BID**

All Bids shall, be completed and signed: All forms, annexures, addendums and specifications shall be signed and returned with the Bid document as a whole. ***The lowest or any bid will not necessarily be accepted.***

The Department wishes to deal on a prime contractual basis with the successful Bidder being responsible and accountable for all aspects of the entire solution or service offered.

### **4. QUALITY**

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

### **5. INSURANCE CLAIMS, ETC.**

- a) The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.
- b) The landlord shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.
- c) Clauses 5(a) and (b) should be read together with the attached general conditions contract and the standard lease agreement.

### **6. SIGNING OF DOCUMENTS**

Bidders are required to return the complete set of documents duly signed.

### **7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE**

All Bids must remain valid for a period of **120 days** from the closing date as stipulated in the bid document.

### **8. PENALTY PROVISION**

- 8.1** Should the successful Bidder:
- [a] Withdraw the Bid during the afore-mentioned period of validity; or
  - [b] Advise the Department of his / her / their inability to fulfil the contract; or
  - [c] Fail or refuse to fulfil the contract; or
  - [d] Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Bidder will be held responsible for and is obligated to pay to the Department:

- [a] All expenses incurred by the Department to advertise for or invite and deliberate upon new Bids, should this be necessary.
- [b] The difference between the original accepted Bid price (inclusive of escalation) and:
  - [i] A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
  - [ii] A new Bid price (inclusive of escalation).

- 8.2** Should the successful Bidder fail to deliver within the stipulated timeframes as per clause B(1, 2 and 3) under “other important conditions of the Bid”.

8.2.1 A bidder must offer an existing building and should be ready for occupation within six (6) months after the award once spatial layout plans are signed and in the case of vacant land, the building should be ready within 24 months after award is issued.

**8.3** Disputes between the Department and a bidder (if any) will be dealt with in the form of arbitration.

## **9. VALUE ADDED TAX**

In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a “Tax Invoice” for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total.

## **10. PRICE ESCALATION**

Maximum escalation rate (percentage) **must not exceed 6% per annum.**  
**No escalation should be charged for Parking bays.**

## **11. AUTHORITY TO SIGN BID DOCUMENTS**

- a) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ shareholders of the enterprise and will therefore render the bid valid.
- b) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically Invalidate the bid.
- c) In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.
- d) Furthermore, in the case of a joint venture or consortium at least one director/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- e) **In the case where a representative of the owner/s are nominated to sign , the owner/s should provide the necessary authorisation for the representative to sign by mean of minutes or the resolution to sign form. A certified copy of the representaives identity document must include in the bid.**

## **12. DELIVERY PERIODS**

The building must be ready for occupation within six (6) months, in the case of an existing building after award and once spatial layout plans are finalised and signed by the client department. In case of vacant land, the building should be ready within 24 months after award and once spatial layout plans are finalised and signed by the client department (inclusive of municipal approvals). If the tender is awarded and the building is not ready for occupation in six months or within the 24 months of award as indicated above, then the recommended bidder will be liable for rental whereby the User Department is still in occupation of another building.

Delivery periods, where indicated must be adhered to.

A detailed project implementation plan will be required with deliverables which are clearly stated and in line with the specification. These will be agreed upon by the Joint Project Steering Committee.

After the award and acceptance of it a joint project steering committee is to be formed which consists of all relevant stakeholders to which the bidder will be accountable to for the duration of the construction and or building alteration stages until the handover of the project to the Department of Public Works and Infrastructure.

## **13. DURATION OF CONTRACT**

- I. The contract period will be determined in terms of 3 years, 5 years, 7 years or 9 years and 11 months, subject to the discretion of the Department.
- II. **The Department reserves the right to consider the extension of the contract or portions thereof, in consultation with the successful bidder for a further period, without going to an open bidding process. Extension must not exceed two years.**

## **14. DISPUTES**

In the event that disputes cannot be resolved by internal systems, the disputes will be settled by arbitration.

## **15. CLOSING DATE / SUBMITTING OF BIDS**

- 15.1 Bids must be submitted in sealed envelopes clearly marked: **SCMU5-22/23-0096 LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRIAN REFORM IN KOMGA**

Completed bid documents in a sealed envelope endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box, Department of Public Works, Qhasana Building, Ground floor, Bhisho not later than **11h00 on the 20 September 2022.**

Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental bid box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

15.2 (i) The only or lowest offer will not necessarily be accepted. The Department will only accept an offer(s) if it satisfies its requirements or the requirements of the client(s) on whose behalf the Department is procuring.

(ii) The Department reserves the right to further negotiate the proposed rate and/or escalation rate for the subject property according to market related rates. In the event of negotiations, this process must be concluded within 10 (ten) days with the preferred bidder.

15.3 The Department of Public Works and Infrastructure is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.

15.4 The Department of Public Works and Infrastructure will under no circumstances take responsibility if a user department may or might have committed or negotiated with lessors or owners of a building outside its bidding processes.

16. The successful bidder will be responsible for the total cost of alterations and compliance certification necessary to adapt the offered accommodation to the specific needs of the user department.

17. If the price offered by a tenderer scoring the highest points is not market related, the Department may not award the contract to that tenderer. However,

- (a) The Department may -
  - (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
  - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
  - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender
- (b) If a market-related price is not agreed as envisaged in paragraph (a) (iii), the Department will cancel the tender.

## **18. RENTAL OFFER PRICE**

18.1 Bidders must complete the FORM OF OFFER in full, failure to comply will result in the elimination of the offer submitted.

18.2 The Rental proposal as per SBD3.1. must be completed in full as this will form the basis of the market assessment of the proposal(s) from the bidders.

18.3 NOTE: The amount reflected on the form of offer and acceptance takes Precedence over any other total amount indicated elsewhere in the bidder's tender submission. If a form of offer has no value or figure the bidder will be regarded as having made no Offer.



## **19. BUILDING OPERATING COSTS**

19.1 The Department will be responsible for the operating costs that relate directly to its own tenancy activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating costs:

- 19.1.1 water consumption;
- 19.1.2 electricity consumption;
- 19.1.3 refuse removal;
- 19.1.4 internal security; and
- 19.1.5 consumable supplies
- 19.1.6 internal cleaning

19.2 The Department **will not** be responsible for any other operating costs.

19.2.1 The Department will not be responsible for the payment of rates and taxes as well as periodic increases.

19.3 Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

## **20. BUILDING MAINTENANCE COSTS**

20.1 All maintenance will be the responsibility of the landlord.

20.2 Other responsibilities between the landlord and the tenant will be stipulated in the lease agreement.

## **21. TENANT INSTALLATIONS**

21.1 The successful Bidder/Landlord will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the standard norms, standards and/ or specified minimum requirements and per the approved Tenant Layout plans.

21.2 The bidder should make adequate provision for tenant installation in the offer.

## **22. BBBEE CRITERIA**

22.1 For bidders to qualify for BBBEE points, the bidders are required to submit with the quotation:

- a) A valid original or valid certified copy of the bidder's BBBEE certificate or
- b) A valid original or valid certified copy of the bidder's "Sworn Affidavit" as prescribed by the B-BBEE Codes of Good Practice.
- c) Failure to submit any of the above (a or b) will result in zero points scored for B-BBEE status level.

22.2 SBD 6.1 must be properly completed. Failure to do so, will result in the non-awarding of points.

22.3 Further, failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically result in the non-awarding of points for BBBEE

22.4 Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid certified BBBEE certificate for all proposed sub-contractors. Failure will automatically result in no points awarded for BBBEE, irrespective if the main bidder submitted an original or certified copy of its BBBEE certificate.

22.5 If the date of the company's "Date of latest financial year - end" per Annexure A: Company Details" does not correspond to the bidders submitted "Sworn Affidavit", the bidder will not receive any points for BBBEE

22.6 The date of the deponent on the Sworn Affidavit should be the same date as that of the Commissioner of Oaths.

### **23. AWARD OF BIDDERS NOT SCORING THE HIGHEST POINTS**

- 23.1 The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise.
- 23.2 A contract may be awarded to a tenderer that did not score the highest points, subject to a risk assessment indicating that the higher point scorer(s) does not have the capacity to render the service.

### **24. OTHER IMPORTANT CONDITIONS OF BID:**

- 24.1 The inspection will be done at the discretion of the Department of Public Works and Infrastructure.
- 24.2 The building must be ready for occupation within six (6) months, in the case of an existing building after award and once spatial layout plans are finalised and signed by the client department. In case of vacant land, the building should be ready within 24 months after award and once spatial layout plans are finalised and signed by the client department ( inclusive of municipal approvals). If the tender is awarded and the building is not ready for occupation in six months or 24 months of award as indicated above, then the recommended bidder will be liable for rental whereby the User Department is still in occupation of another building.
- 24.3 The accommodation must comply with the National Building Regulations, SANS 101070 and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended.
- 24.4 Access and ablution facilities for persons living with disabilities to be provided. All facilities for persons living with disabilities are to comply with SANS10400-S.
- 24.5 The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted annually at 6% escalation rate starting at the beginning of the second year.
- 24.6 Prospective bidders must register on CSD prior to submitting bids (tenders).
- 24.7 Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process will be provided with an opportunity to rectify Tax matters within a stipulated time. Preferred bidders will be afforded an opportunity to rectify their Tax affairs within seven (7) days. A bidder that fails to rectify its Tax matters with SARS will be eliminated
- 24.8 This quotation will be awarded as a whole.
- 24.9 The Department intends to award to the highest point scorer, unless circumstances justifies otherwise.
- 24.10 The Department will contract with the successful bidder with a formal contract
- 24.11 The form SBD1 should be completed and signed
- 24.12 The following Annexures should be completed:
  - i) Annexure A - Company Details
  - ii) Annexure B - Company Composition.

## **A. BID EVALUATION CRITERIA**

### **This bid will be evaluated in Two (02) phases as follows:**

- (a) **Phase One:** Compliance, responsiveness to the bid rules and conditions.
- (b) **Phase Two:** Bidders passing all stages above will thereafter be evaluated on PPPFA

The preference point systems prescribed in the PPPFA and the Preferential Procurement Regulations of 2017 will be applicable.

#### **1. PHASE ONE: EVALUATION ON COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS.**

The purpose of this evaluation phase is to determine which bid responses are responsive to the minimum bid specifications and the minimum bid requirements. Bid proposals that do not meet the minimum bid specifications and or minimum bid requirements will be regarded as “non-responsive” and will not be considered for further evaluation.

Bidders’ proposals must meet the following minimum requirements and the required supporting documents (as required below) must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration.

- 1.1 Bids must be submitted on the original documents and bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
- 1.2 Bidders must complete all offers for 3 years, 5 years, 7 years and 9 years and 11 months fully. Non compliance hereof will result in elimination of the bid.
- 1.3 **SBD4** must be duly completed and signed. Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question 2.3.1 of SBD 4..
- 1.4 Proposals that do not meet the specifications will be eliminated.
- 1.5 If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
- 1.6 The following Annexure must be completed & signed:
  - a) Annexure C - Resolution to Sign (if applicable)
- 1.7 SBD 3.1- Pricing Schedule- Firm Prices – must be completed.
- 1.8 If the Bid Sum (amount in words) as per the Form of Offer differs from the SBD 3.1, it will automatically invalidate the offer submitted.
- 1.9 If the Bid Sum (amount in words) as per Form of Offer is not completed, the bid will be eliminated.
- 1.10 The Compulsory Price Questionnaire must be completed and signed (if applicable)
- 1.11 Only one offer per bidder is allowed. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.
- 1.12 The building of a bidder that will be accepted is the building that is submitted by the owner submitted together with a certified copy of title deed or If the bidder is an agent or representative of the owner, a certified copy of the signed mandate (Offer to purchase or Lease agreement duly signed between bidder and owner/s) must be submitted with the bid documents) **Failure to comply will result in elimination.**
- 1.13 In case of a prospective buyer, the signed purchase agreement / deeds of sale signed by both parties must be submitted with the bid. The transfer period of the said property concluded within three months after award.

- 1.14 The amount reflected on the form of offer and acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the form of offer and acceptance has no value or figure, the bidder will be regarded as having made no offer.
- 1.15 Zoning certificate must be submitted together with the offer.

**2. PHASE TWO: EVALUATION POINTS ON PRICE (PPPFA) AND BBBEE REGULATIONS OF 2017**

- 2.1 The Preferential Procurement Policy Framework Act will be applied and the 80/20 BBBEE points system will be applicable
- 2.2 However, if the lowest acceptable tender is in excess of R 50 000 0000, the 90/10 principle will be applicable.
- 2.3 In the event that two or more bids have scored equal total points, the successful bid will be the one that scored the highest points for B-BBEE.
- 2.4 In the event that two or more bids are equal in all respects, the award will be decided by the drawing of lots.

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and BBBEE/ PPPFA Regulations of 2017

Criteria	Points
<b>POINTS ON PRICE</b>	<b>80</b>
<b>BBBEE</b>	<b>20</b>
<b>TOTAL</b>	<b>100</b>

## **TERMS OF REFERENCE/ SPECIFICATION**

**Eastern Cape Provincial Government  
Public Works and Infrastructure**

**BID NUMBER: SCMU5-22/23-0096**

### **PROJECT DESCRIPTION**

**LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF  
SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL  
DEVELOPMENT AND AGRAIAN REFORM IN KOMGA.**

## **SPECIFICATIONS**

### **1. INTRODUCTION**

The Department is responsible for procuring all leased office accommodation on behalf of the Provincial Government. In securing leased office accommodation, the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Provincial Government. In addition to which, the Department subscribes to the principles and objectives of Broad Based Black Economic Empowerment ("BBBEE").

The Department intends accommodating a Provincial Government department that will conduct administrative business operations within the building.

All bidders **MUST** respond to and comply with the following technical specifications and requirements that will be utilised by the Department to evaluate whether or not the building being offered by the bidder meets the minimum technical requirements of the Department.

It is required that the bidders **MUST** have a comment whether the building does meet the requirements on the table below. If it does not meet the requirements, the bidder **MUST** indicate how long it will take to meet the requirements in case of award.

### **2. MINIMUM TECHNICAL & FUNCTIONAL REQUIREMENTS**

#### **2.1 Location**

1.	<b>LEASING OF OFFICE ACCOMODATION FOR DEPARTMENT OF SOCIAL DEVELOPMENT AND DEPARTMENT OF RURAL DEVELOPMENT AND AGRAIAN REFORM IN KOMGA</b>
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#### **2.2 General Accommodation**

<b>NO.</b>	<b>REQUIRED</b>	<b>BIDDER'S COMMENTS</b>
1.	The total size of office accommodation required by the Department and to be offered by the bidder is : <b>2000m<sup>2</sup> of useable office area (breakdown- provided for within the spatial template- consisting of 3 departments)</b>	
2.	The building must have <b>a total of 50 parking bays comprising of 30 open and 15 covered and 05 parking bays for people living with disabilities</b> . Parking area to be paved or tarred, demarcated and numbered. (See <b>Note 2</b> below)	

NO.	REQUIRED	BIDDER'S COMMENTS
	<p><i>Parking bays to be paved or tarred, quantities in accordance to Local Regulatory Authority.</i></p> <p><i>Disabled access and disabled toilet facilities to be provided. All facilities for persons living with disabilities are to comply with SANS10400-S.</i></p>	
3.	The accommodation must allow for the corporate image of the Provincial Government department to be enhanced and clearly visible from the street front.	
4.	<p>The electrical supply to the office accommodation must cater for both normal and clean (dedicated) power. Provision must be made for one (1) normal and one (1) clean plug point for every 6 m<sup>2</sup> of useable office accommodation, an additional six (6) plug points per 40 m<sup>2</sup> of Useable office accommodation to be allowed for to cater for fax, copiers etc. In addition, normal plugs to be provided in passages in order to accommodate cleaning machinery. (provision of interconnection power extension boxes with leads see <b>"ANNEXURE G"</b>)</p> <p>In the kitchenette sufficient provision for plug points to be made for all electrical equipment. (minimum of 6 plugs and in the case of a kitchenette on each floor the same will be applicable).</p> <p>Compliance certificate to be submitted 20 days before handover of the premises.</p>	
5.	<p>The accommodation must provide for adequate access for persons with living with disabilities etc. including toilet facilities both for the office environment as well as public interface area. Public toilets will remain part of useable area.</p> <p>Provision of a safe and secure wheelchair ramp and railings.</p> <p>Assisted ablution facility/facilities and with the requisite door handles (bar). Safe and secure handrails inside to be aligned to SANS 10 1070.</p>	
6.	The office accommodation must cater for a combination of general open plan environment (for staff workstations, filing cabinets and a number of high-density filing	

NO.	REQUIRED	BIDDER'S COMMENTS
	<p>cabinets) and enclosed offices for identified persons.</p> <p>Detailed information in terms of space norms and standards will be provided once tender is awarded.</p>	
7.	Within the office accommodation, all areas and support areas must be provided as required and as indicated on the Spatial Templates attached.	
8.	<p>The landlord will be required to provide 50mm "plaswood" blinds and frosted vinyl (minimum, to door height.) on internal glass panels. See note 3 below for examples.</p> <p>All partitioning must be aluminium and glass for all offices.</p>	
9.	<b>The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977) and The Occupational Transport and Safety Act, 1993 (Act 85 of 1993), as amended. All certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws and certificate of compliance with the Occupational Transport and Safety Act must be provided at the time of site handover.</b>	
10.	<p>Fire protection equipment to be installed to comply with <b>SANS 101070-T</b>.</p> <p><b>Full Fire maintenance plan to be provided.</b>  <b>All fire equipment to be clearly marked.</b>  <b>All fire escapes to be clearly marked.</b></p> <p>The bidder/Lessor should be obliged to maintain the lifts and ensure that regular checks done in accordance with the occupational Health and Safety Act (A 85 of 1993) as amended and/ or any other applicable legislation.</p> <p>All fire compliance certification must be submitted 20 days before handover of the premises.</p>	
11.	Aluminium Glass Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any. Provision must be made for	



NO.	REQUIRED	BIDDER'S COMMENTS
	600mm wide side lights from 300mm F.F.L. to door height to all offices.	
12.	All offices shall be provided with a glass and aluminium door of at least 813mmx2032 and each fitted with a good quality three pin cylinder lock with three keys fitting one lock only and which shall be handed over to the Departmental Representative at time of handing over of the building. The handles to be secured by means of male and female screws to ensure that the handles remain secured on the door leaf.	
13.	Provision is to be made for at least (1) small <b>kitchenette per 30 staff members</b> , in which a sink as well as "hot and cold" water is available. Sink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabinet's above. Cabinet – tops to be fitted with no less than a granite post formed top. Provision is to be made to house a microwave, floor standing fridge and a kettle.	
14.	Floor covering must be of an acceptable standard and quality to last for at least ten years. Foyers, passages, kitchens bathrooms to be tiled, porcelain tiles. Office to be carpeted with carpet tiles. No unfinished cement screed shall be permitted. <b>Refer to the norms and standards attached.</b>	
15.	Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 40mm thick or of such structure approved by the Department of Public Works and Infrastructure. Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works and Infrastructure.	
16.	The premises offered must be single story alternatively should it be shared premises separate entrance, emergency exits and separate clearly marked and demarcated parkings should be provided.	
17.	Air Testing Certification must be provided 20 days before handover of the premises.  Thereafter airtesting will be required annually and certification must be provided accordingly.	

NO.	REQUIRED	BIDDER'S COMMENTS
18.	Floor to ceiling heights-a clear floor to ceiling height of as close possible to 2.7m throughout shall be maintained in all general areas of building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.	

**Note 1:** The total Useable area required by the department is **2000m<sup>2</sup>**. The Department will therefore pay only for a maximum space requirement of **2000m<sup>2</sup>**. Useable space in excess of the requirement will not be paid for by the Department.

In order to simplify the calculation of spatial requirements the “**Useable Area**” of the Building is to be used (as calculated by using the **SAPOA** method of measuring). This has no influence on the income generating value of the rentable space. The value of the common area is to be **added** to the rate per m<sup>2</sup> of the useable area.

The reasoning is that all buildings have different R/U Ratio (Rentable area divided by Useable area) due to design criteria which could differ by up to 30%.

For the purpose of ensuring that the actual **USEABLE** area is provided, it is essential that when calculating the **COMMON** area, both **Primary and Secondary Common** areas are to be factored in. Therefore, the Secondary common area shall remain part of the Common area and **NOT** be included in the USEABLE area as is defined in clause 1.2.4 of the SAPOA method of measuring.

**Note 2:** Bidders may offer more covered parking bays than required, BUT, same must be priced at rate of an uncovered bay. Parking bays in excess of the required bays as indicated on page 1 will not be paid for by the Department.

**Note 3:** Examples of Frosted Vinyl



## 2.3 Lifts

1.	Adequate lifts must be available for staff to access the office work area from the ground floor of any building that has more than one (1) floor. (Lifts must be disabled friendly.)	
2.	Proof of a lift maintenance contract must be provided at site hand over. The maintenance	

	contract must be in place for the duration of the contract	
3	<p>Lift Condition report and the maintenance plan and contract with recognized lift service provider (in the mechanical engineering industry) for the duration of the lease period must be provided 20 days before handover.</p> <p>Lift compliance certification must be submitted to the department 20 days before handover of the premises.</p> <p>The Lessor shall be obliged to maintain the lifts and ensure that regular checks are done in accordance with the Occupation Health and Safety Act. (A85 of 1993) as amended and or any other applicable legislation.</p> <p>Lift must be functional even during loadshedding season.</p>	

#### **2.4 Air-conditioning**

1.	The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently. Fresh air to be supplied in office areas that have no direct access to opening windows	
2.	<p>The bidder must indicate the type of air-conditioning system to be fitted/ fitted in the building. DPWI will approve the type of air-conditioning that complies</p> <p><i>Air-conditioning</i> <span style="float: right;"><i>type</i></span></p> <p>.....</p>	
3.	The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.	
4.	<p>The landlord will conclude a contract with an independent air-conditioning contractor in terms of which:</p> <ul style="list-style-type: none"> <li>• Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (2-4) hours of being reported.</li> <li>• Complaints reported in respect of air-conditioning problems need to be resolved with (24) hours after the initial report</li> <li>• .</li> </ul>	
5.	Proof of an air-conditioning maintenance contract must be provided at the time of site handover. The maintenance contract must be in place for the duration of the contract.	

6.	Air-conditioner certification must be submitted 20 days before handover of the premises.	

### **2.5 Emergency Power Supply (GENERATOR)**

1.	The building must have an emergency power supply unit subject to the size of the building to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding, at occupation.	
2.	Bidders must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provide a list of the standard equipment that it is currently connected to.  Make..... Capacity.....	
3.	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected.  Duration .....	
4.	All maintenance and repairs to the generator or emergency power supply equipment will be for the account of bidder/lessor.  The department will refund the costs for the diesel only.	
5.	Compliance Certification must be submitted 20 days before handover of the premises.	

### **2.6 Emergency Water Supply**

1.	The landlord must provide at least a minimum of six (6) water tank (2 x 11790 litres good quality plastic tanks with a pressure pump) as a water backup supply during office hours. In case of a double storey building, the tank must be elevated to assist the pressure of water supply to all floors.  (All maintenance and repair are in the account of landlord)	
2.	Should water shedding be implemented by local authorities, the water supply mentioned above should be sufficient to cover a period of two days and more. A regular maintenance of all water related equipment is compulsory.	

3	Water testing will have to be done every six (6) months.  Water test Certificate must be provided 20 Days prior to occupation.	
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## **2.7 IT Server Room**

1.	The landlord will be required to provide a 12m <sup>2</sup> server room to be constructed out of brick and mortar (230mm thick). The server room is to be fitted with two compartment (UPVC) power skirting and CAT6 data cabling in terms of the SITA minimum requirements for server rooms for Government/ Parastatal institutions. The server room is to be secured by means of a biometric/ keypad access control system. Fire Suppression systems panel alerting system with a 3 year maintenance plan performed half yearly .Raised flooring to prevent damage to equipment in the event of flooding. 1.2m wide Fireproof door with a one and half hour fire rating..	
2.	The server room must be equipped with 2 by 9000 BTU independent air-conditioning unit to cater for the computer equipment. The server room be equipped with an earth bar in accordance with Telkom Standards. (One unit to serve as a backup unit)	
3.	The landlord will be required to provide power skirting and ICT (CAT6) cabling in accordance to the latest technical specifications (KRONE Standards) to all workstations, pause rooms – six (6) data points each, Boardrooms-ten (10) data points in each, and five (5) for open plan printing stations, Fly leads to be provided as per approved layouts, 8x Aruba 54 AIP access points with relevant licenses (Aruba airwave) configured and linked to existing Airwave server to be provided to ensure coverage for the entire premises. The Landlord will be required to connect and patch cables, including fibre connectivity, into the cabinets (supplied and installed by the Landlord with 32 AMP connectors feeding to the UPS). UPS to be resistant to surges during load shedding.	

## **2.8 Security Requirements**

1.	The landlord will be required to provide full height turnstiles to be installed complete with a biometric and card reader system (hardware and software to be included), CCTV cameras to be installed at all entrances and linked to the system.	
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	<ul style="list-style-type: none"> <li>• All entrances and exists into the building.</li> <li>• All registry</li> <li>• All server rooms.</li> </ul>	
2.	The landlord will be required to provide a boom gate and guardroom in the parking area.	
3.	The landlord will be required to provide burglar bars for all windows at least at ground floor level	
4.	Certain security installations required will be required during the negotiation of the subject leased and will be priced separately.	
5.	The premises should be well-secured in terms of: Fencing, clear-vu alternatively 1.8 height concrete fencing with electric-all around.	

**NB: PRIOR TO OCCUPATION, THE DEPARTMENT WILL INSPECT THE PROPERTY OFFERED TO ENSURE COMPLIANCE WITH THE ABOVE SPECIFICATION AND REQUIREMENTS**

**Acknowledgement of Departmental Specification**

Signed: ..... Date .....

Name: ..... Position .....

## POWER EXTENSION BOXES

- Item 01                    Alpha horizontal power dock unit**
- 2 x End caps
  - 1 x On Off Switch
  - 1 x SA Standard 3 pin socket
  - 1 x SA dedicated 3 pin socket
  - 1 x 2 Pin German socket
  - 2 x Voice & data – bezels only
  - **Operating voltage:** 110V to 60 VAC @ 50/60Hz
  - **Input cable type:** 16A or 20A
  - ( Bezel connections to be installed by others )
- Item 02                    Input power cables**
- 3m / 5m
  - 1 x Clean & 1 x Dedicated
- Item 03                    Interconnecting power cables**
- 2m
  - 1 x Clean & 1 x Dedicated

**Note: All workstation to receive a power dock unit.(Supply and Install)**



**GENERAL CONDITIONS OF CONTRACT REFERENCE IS MADE TO THE  
DEPARTMENTAL STANDARD LEASE AGREEMENT**

**A. 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
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12. Transportation
13. Incidental services
14. Spare parts
4. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
6. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider’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 provider is required to supply to the purchaser under the contract.

- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

#### **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 provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The provider 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 provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

#### **6. Patent rights**

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

#### **7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 analysed 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging**

- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

## **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.

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:
- (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 provider of any warranty obligations under this contract; and
  - (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

## **14. Spare parts**

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:
- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
  - 2) in the event of termination of production of the spare parts:
    - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **4. Warranty**

- 15.1 The provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

#### **16. Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

#### **18. Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 4% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

#### **19. Contract amendments**

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



## **20. Assignment**

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

## **21. Subcontracts**

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

## **22. Delays in the provider's performance**

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 6, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider.

## **23. Penalties**

- 23.1 Subject to GCC Clause 6, if the provider 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 good 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.
- 23.2 The building must be ready for occupation within six (6)months, in the case of an exisiting building after award and once spatial layout plans are finalised and signed by the client department. In case of vacant land, the building should be ready within 24 months after award once spatial layout plans.are finalised and signed by the client department( inclusive of municipal approvals). If the tender is awarded and the building is not ready for occupation in six months or 24 months of award as indicated above, then the recommended bidder will be

liable for rental whereby the User Department is still in occupation of another building

#### **24. Termination for Default**

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

#### **6. Anti-Dumping and Counter-Veiling Duties and Rights**

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

#### **26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

#### **27. Termination for Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,



## **28. Settlement of Disputes**

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider may give notice to the other party of his intention to commence with litigation. No litigation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Dispute resolution litigation: Should there be a dispute, the department does no longer settle a dispute by means of mediation, the departments settles disputes by means of litigation.
- 28.4 Notwithstanding any reference to litigation proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider 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.

## **30. Governing Language**

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

## **31. Applicable Law**

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

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **33. TAXES AND DUTIES**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

### **34. Transfer of Contracts**

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

### **35. Amendment of Contracts**

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

## **EXTRACT OF STANDARD PROVINCIAL LEASE AGREEMENT**

### **10 EXPENSES, MAINTENANCE AND REPAIRS**

- 10.1 Subject to 10.3 below, the Lessor shall be responsible for and pay all and any expenses in respect of the premises.
- 10.2 The Lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause 10.1 above and shall be directly responsible for payment of these charges and any connection fees and deposits in respect thereof.
- 10.3 The Lessee shall be responsible for and will pay the cost of all electricity, water and/or gas consumed by the Lessee on the leased premises for the duration of this agreement. Electricity and water consumed shall be charged according to the relevant meter reading, provided that the consumption of water, electricity and gas in the premises shall be proved prima facie by reading of meters or sub-meters and recording same. The Lessor shall be responsible for contracting with the suppliers of utilities to the premises referred to in this clause and shall be directly responsible for payment of these charges and any connection fees and deposits in respect of thereof.
- 10.4 In the event of the premises being a portion of a building and it consequently being necessary to determine the Lessee's pro rata share in respect of consumption of necessary services, the pro rata share of the Lessee, for the purpose of this agreement, shall be determined by calculating the area of the premises as a fraction of the total area of the building (i.e. the Lessee's participation quota).
- 10.5 Should the Lessor fail to pay expenses or to undertake repairs, the Lessee may remind the Lessor in writing, should the Lessor still be in default 30 days after receipt of such reminder (or such longer period which the parties may have agreed upon) the Lessee shall be entitled to demand specific performance or to

pay such expenses on behalf of the Lessor or to undertake such repairs and to recover the amounts thus disbursed from the rental due to the Lessor by set off or by legal action. A certificate by the Lessee of such expenses shall be prima facie proof thereof.

## **11 OBLIGATIONS OF THE LESSOR**

In addition to any other obligations contained in this agreement, the Lessor shall be responsible:

11.1 For the payment of assessment rates and fixed municipal levies not referred to in 10.3 above, including all related increases;

11.2 For insuring the premises, including the buildings as provided for in clause 13 below;

11.3 For installation and maintenance of mechanical and fire services equipment, including fire detection equipment, fair wear and tear excepted, as further stipulated in clause 14 hereof;

11.4 For landscape maintenance of the premises;

11.5 To provide, at the Lessor's expense, all electric, fluorescent, and incandescent light bulbs required on the property;

11.6 For the maintenance of, and for all repairs and replacements becoming necessary from time to time in or to, the roofs and outside walls of the buildings including the maintenance and repair of the structure of the buildings, and all systems, works and installations contained therein;

11.7 for maintenance in good order and condition the exterior, roof, gutters and down pipes of the premises and shall make good any structural defects, other than damage caused by the Lessee, ( for which the Lessee shall be liable, and in respect of which the provisions of this agreement shall apply);

11.8 For normal maintenance and repairs (including painting) of both exterior and interior of the premises, including the cleaning of the exterior of the premises as well as windows, in a high rise building

11.9 For the operation (including maintenance and repairs) of the air-conditioning system and the lifts during normal office hours or during such times as may be agreed upon;

11.10 For water and electricity consumption to the extent that these are not separately metered for the occupant;

11.11 For municipal rates (existing and future) levied on ownership;

11.12 For installation and maintenance of the fire extinguishing and fire detection equipment as stipulated in clause 13; and

11.13 For the replacement of floor covering (carpeting etc.) at the expiry of their agreed lifetime.

11.14 For submission of valid tax certificate annually;

11.4 Compliance with Occupation Transport and Safety and Act

11.16 Compliance with Department of Labour applicable standards annually-Certification of Occupation

11.17 Signing of Facilities Management performance schedule (specifying maintenance standards and obligations).

## **12 RIGHTS AND OBLIGATIONS OF THE OCCUPANT**

In addition to any other obligations contained in this agreement, the occupant shall

12.1 not use the premises or allow them to be used, in whole or part, for any purpose other than that set out in clause 6.1 above;

12.2 without derogating from the obligations of the Lessor in this agreement (including, *inter*

*alia*, maintenance), take reasonable care of the interior of the building;

12.3 be responsible for all reasonable security relating to employees and movable assets;

12.4 not cause or commit any unreasonable nuisance on the premises or cause any unreasonable annoyance or discomfort to neighbours or the public;

12.5 not unreasonably leave refuse or allow it to accumulate in or about the premises;

12.6 refrain from interfering with the electrical, plumbing, or gas installation or system serving the premises;

12.7 take all reasonable measures to prevent blockages and obstructions from occurring in drains, sewerage pipes and water pipes serving the premises;

12.8 at all times comply with such material laws, By-laws or regulations of the local authority related to the conduct of its business at the premises and with such conditions of the title deed under which the premises are held by the Lessor, where non-compliance by the Lessee will result in the Lessor suffering material damage;

12.9 be permitted to place such electrical or other signage on the exterior of the premises as it may reasonably require;

12.10 forthwith disclose in writing to the Lessor details of any act, matter or thing, stored or carried out upon the premises which could reasonably be expected to affect, vitiate or endanger the fire insurance policy in respect of the property or which may result in a significant increase of the fire insurance premium.

12.11 undertake housekeeping activities in relation to the interior of the premises, including where applicable, the provision of toilet paper, soap, towels, etc.; excluding common areas if the offices forms part of an office complex.

12.12 be responsible for the costs of refuse removal and sanitary services.

### **13 INSURANCE AND INDEMNITY**

13.1 The Lessor shall comprehensively insure the property and the buildings, and fittings at its replacement value, at the Lessor's own risk and cost.

13.2 The Lessee and the occupant may not after the commencement of the lease do, or allow anything to be done that is contrary to any material provision of the insurance policy and which will cause a significant increase in the premiums payable in relation to the insurance policy held by the Lessor over the property, provided that the conditions applicable to the insurance policy are reasonable and have been communicated in writing to the Lessee. The Lessor will communicate the conditions or insurance policy on the premises in writing to the Lessee prior to the commencement of the lease agreement.

13.3 Should the Lessee knowingly do or cause to be done anything that causes a significant increase in the premiums of such insurance policy, the Lessee will be liable for the increase in the premiums directly occasioned by the actions of the Lessee. The Lessor shall furnish to the Lessee proof from the insurer of such increase as well as the actions of the Lessee giving rise to such increase before any payment shall be due from the Lessee.

13.4 The Lessor shall not be liable for any damage which the Lessee may suffer as a consequences of rain, wind, hail, lightning, fire, earthquake, storms, riots, strikes, actions by enemies of the State or in consequence of the interruption of any facility or service supplies to the premises by the third parties, unless such damage could have been prevented by the Lessor, his employees or agents.

13.5 The Lessor shall not be liable for any accident, injury or damage incurred by the Lessee his employees, agents or visitors, in or near the premises, unless such damage could have been prevented on the part of the Lessor, his employees or agents.