



SBD1

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THE HOUSING DEVELOPMENT AGENCY (HDA))</b>					
BID NUMBER:	HDA/JHB/2021/012	CLOSING DATE:	01 September 2021	CLOSING TIME:	11:00
DESCRIPTION	PROVISION OF SUITABLE OFFICE PREMISES TO THE HOUSING DEVELOPMENT AGENCY (REGIONAL OFFICE) IN JOHANNESBURG AND SURROUNDING AREAS FOR A PERIOD OF 5(FIVE) YEARS				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					

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

<b>THE HOUSING DEVELOPMENT AGENCY (HDA)</b>
<b>BLOCK A, RIVIERA OFFICE PARK</b>
<b>6-10 RIVIERA ROAD</b>
<b>KILLARNEY, JOHANNESBURG</b>

**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			

	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	A REGISTERED AUDITOR
		NAME:

**[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	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]

SIGNATURE OF BIDDER	.....	DATE	
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
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TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
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**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:      TECHNICAL INFORMATION MAY BE DIRECTED TO:**

DEPARTMENT/ PUBLIC ENTITY	SCM	CONTACT PERSON	
CONTACT PERSON	Moses Makhine	TELEPHONE NUMBER	



**SBD1**

TELEPHONE NUMBER	<b>011-544-1000</b>	FACSIMILE NUMBER	
FACSIMILE NUMBER	<b>011-544-1006/7</b>	E-MAIL ADDRESS	
E-MAIL ADDRESS	<b>Moses.Mokhine@thehda.co.za</b>		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. THE BID BOX IS GENERALLY OPEN DURING OFFICE HOURS, MONDAY TO FRIDAY, FROM 08H00 TO 16H00.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / 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.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

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

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

RP.O. Box 3209,  
Houghton, 2041  
Block A,  
Riviera Office  
Park,  
6-10 Riviera  
Road,  
Riviera



## REQUEST FOR PROPOSALS

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PROVISION OF SUITABLE OFFICE PREMISES TO THE  
HOUSING DEVELOPMENT AGENCY (REGIONAL OFFICE) IN  
JOHANNESBURG AND SURROUNDING AREAS FOR A PERIOD  
OF 5 (FIVE) YEARS

**HDA/JHB/2021/012**

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**APPLICATIONS TO BE SUBMITTED BY**

**NOT LATER THAN**

**11H00 ON 1 SEPTEMBER 2021**

HDA/JHB/2021/012 REGIONAL OFFICE ACCOMMODATION FOR THE HDA FOR A PERIOD OF FIVE  
YEARS

## **TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE SUITABLE PREMISES FOR THE HOUSING DEVELOPMENT AGENCY'S HEAD OFFICE FOR 5 (FIVE) YEARS**

### **1. Introduction and Background**

The Housing Development Agency (HDA) is a national public development agency established by an Act of Parliament (Act 23 of 2008) which promotes sustainable communities by making well-located land and appropriately planned land and buildings available for the development of housing and human settlement. As an organ of state, the HDA is accountable through its Board to the Minister of Human Settlements. As its primary activity, the HDA identify, acquire, hold, develop and release state, private and communal land and releases it for development. In addition, the HDA provides project delivery support services to organs of state at local, provincial and national level. Visit [www.thehda.co.za](http://www.thehda.co.za) for more information.

The **HDA Regional Office (Region B, Gauteng )** is currently based in Riviera Office Park, No. 6-10 Riviera Road, Killarney, Johannesburg. The lease contract at this office has approached its expiry term. The HDA is planning to relocate from this office space by entering into a new lease contract. The new Regional Office space is to be located within 10 kilometres radius of the current location and accommodate approximately 80 staff members.

In order to achieve above, the HDA intends to find a suitably qualified service providers to present their buildings for the purpose mentioned above.

### **2. Purpose**

The purpose of this process is to invite and find a suitably qualified service provider who are at

**B-BBEE Status Level One (1) to Level four (4) (failure to meet this qualification will lead to automatic disqualification)** to submit proposals for the provision of leased office space of between 1500m<sup>2</sup> and 200m<sup>2</sup> with 100 parking facilities for the accommodation of the HDA for a period of 5(five) years.

### **3. Scope**

In the case of bidders wanting to submit bids for more than one office facility, a maximum of 2 (two) bids will be accepted.

HDA/JHB/2021/012 REGIONAL OFFICE ACCOMMODATION FOR THE HDA FOR A PERIOD OF FIVE YEARS

The proposal submitted by bidders must include the following requirements and the HDA will **NOT** incur any fit-out costs or tenant installation costs.

### **3.1 Specification for office space**

#### **3.1.1 The office space must be within the areas of:**

- Parktown
- Braamfontein

**3.1.2** Ideal facility should be in close proximity to public transportation and shopping facilities.

**3.1.3** The actual building size proposed - the gross lettable area (*not the total size of the property*) must be within a range of 1500m<sup>2</sup> to 2000m<sup>2</sup> gross lettable area.

#### **3.1.4 The requirements for site accessibility include:**

**3.1.4.1** The building should allow for comfortable entrance/exit to and from the building by staff, visitors and all other HDA stakeholders.

**3.1.4.2** The building must make provision for access control which must be accessible to both staff and suppliers.

**3.1.4.3** The building should have access for people with special needs/disability (e.g. wheel-chair ramp).

### **3.2 Building – General Requirements**

**3.2.1** The building must be an existing facility (complete built structure at the time of bidding).

**3.2.2** The proposed building must be a Grade A or B classification for office accommodation. The bid will however be compared and evaluated based on the Grade B classification.

**3.2.3** Approximately and between 1500m<sup>2</sup> and 2000m<sup>2</sup> gross lettable area (GLA).

**3.2.4** Existing wheel-chair access to the building is **compulsory**.

**3.2.5** The building should have a minimum of 100 secure on-site parking of which 2(two) will cater for physically disabled people. The parking bays must be available and demarcated in accordance with the City of Joburg Metropolitan municipal by-laws.

**3.2.6** The building must have ablution facilities accommodating approximately 80 staff members and visitors, including facilities for the physically disabled people.

**3.2.7** In a case of multi-tenanted facilities, a space offered must have a separate electrical DB board and a meter reader to enable the HDA to manage, monitor and implement power saving initiatives.

- 3.2.8** The building should be in compliance to standards requirement as regulated on building-, safety- and emergency- legislation. Bidders to provide copies of the building occupation certificate (BOC).
- 3.2.9** The building should provide an uninterrupted power supply (UPS), back-up generator power supply and water back-up systems.
- 3.2.10** The building must make provision for goods and passengers lifts (if applicable) and be accommodative to people leaving with disability.
- 3.2.11** Provision of 3 (three) fireproof and burglarproof stowage rooms each with a minimum size of 20m<sup>2</sup> each. The strong rooms must be fireproof.
- 3.2.12** The space offered must provide lighting as per building regulations. Bidders to provide the electrical certificate of compliance for the building and illumination survey report. If not available, bidders are to commit in writing when submitting their bids that they will avail prior inception of the lease.
- 3.2.13** The space offered must be fully air-conditioned and well ventilated.
- 3.2.14** Tenant signage and advertising on building exterior must be allowable.
- 3.2.15** The accommodation must have existing fire detection and prevention services.
- 3.2.16** The accommodation must have double tier cable trays for IT and electrical cables in ceiling voids or make allowance for these.

### **3.3 Building services**

- 3.3.1** The building must be a clean, well-managed with good hygiene services, be in a conducive environment and facility. A building with a green rating would be advantageous.
- 3.3.2** Building insurance will remain the responsibility of the landlord during the leasing period and should be factored into the lease cost.
- 3.3.3** The lease offered must provide for air-conditioning as part of the lease.
- 3.3.4** A floor layout plan of the building drawn to scale should be provided, a CAD version must be made available.
- 3.3.5** The lease offered must be for 5 (five) years which will mainly cater for office space.
- 3.3.6** The lease offered must provide an early termination option.
- 3.3.7** The lease contract should be signed with the owner of the building/ landlord not an agency or third party.
- 3.3.8** The lease offered must provide the HDA with right of first refusal for any additional space or parking facilities that may become available during the currency of the lease.

**3.3.9** The lease offered must provide an option for building maintenance by the lessor/ landlord as part of the lease.

**Note: A signed and endorsed draft lease proposal is to be included for each building submitted for consideration in this bid. The final lease will however be negotiated and agreed to at the success of the bidder.**

#### **4 Technical mandatory & technical functional criteria**

- The HDA needs to be satisfied, in all respects, that the organisation selected has the necessary resources, qualifications and abilities for this project, and that all submissions are regarded in a fair manner in terms of evaluation criteria and process
- The general methodology of selection will be that proposals will first be evaluated on their compliance to certain specific BBBEE targeted groups
- Thereafter the proposals will be evaluated on the mandatory requirements as per **Table 1**.
- The third evaluation will be based on technical functional ability to perform the task. Any proposals scoring below **70%** of the points noted in the technical functional requirements table below (**Table 2**) will be disqualified for the second evaluation.
- The fourth evaluation will be against Price and B-BBEE using 80/20 Price/B-BBEE formula.
- The final evaluation will be in loco inspection to verify that the bidders' submissions are in line with the required setup and conditions stated on **Table 2** below. Should it be found at this stage that the building is not matching the submission, the bidder will be disqualified.

#### **4.1 Technical Compliance Requirements**

Bidders must indicate compliance with this requirement as follows: -

- By ticking the relevant box "Comply" or "Not comply". In the event that no tick is made it will be accepted that the bidder does "Not comply".
- In the case of "Not comply" been ticked, bidders are to provide reasons for non-compliance on comments section of the **Table 1** below.

**Note: The following specific requirements must be met by the bidders, and it will be expected of bidders to supply proof or confirm their commitment where applicable.**



4.1.1 Table 1: Compliance requirements

Mandatory	Comply	Not Comply	Comment
<p>1. <u>The bidder must submit with the bid:</u></p> <p>a) A proposed Lease Agreement for 5 (five) years with the option to extend for an additional space.</p> <p>b) Complete Pricing Schedule.</p> <p>c) The successful bidder shall at its own cost maintain building insurance for the duration of the lease (provide a copy of the cover with bid documents or a letter of commitment for insurance).</p> <p>d) A building floor layout plans drawn to scale with CAD to be made available.</p>			
<p>2. <u>The Bidder confirms that the building offered is:</u></p> <p>a) A complete built structure with lettable area between 1500m<sup>2</sup> and 2000m<sup>2</sup>.</p> <p>b) A Grade A or B Building.</p> <p>c) In one of the following preferred areas: - Parktown and Braamfontein.</p> <p>d) Having access for people leaving with disability (e.g. wheel-chair ramp)</p> <p>e) Having 100 secure on-site parking of which 2 will cater for people leaving with disability. Must be available in accordance with municipal by-laws.</p>			

Mandatory	Comply	Not Comply	Comment
<p>3. Indicate under "Comments" whether the bidder is the owner/landlord or an agent/broker and, where the bidder is an agent or broker;</p> <p>a) Bidder must provide proof of mandate if acting on behalf of the owner/landlord.</p> <p>b) Bidder must confirm that they are:-</p> <ul style="list-style-type: none"> <li>• registered with the Estate Agencies Affairs Board; and</li> <li>• are in possession of a valid Fidelity Fund certificate; and</li> </ul> <p>c) must provide a certified copy of the EAAB registration and a certified copy of the valid Fidelity Fund certificate.</p> <p><b>Please provide for each building offered.</b></p> <p><b>NB: The HDA does not pay commission on agent fees.</b></p>			
<p>4. Bidder confirms that they are in possession of the Certificate of Occupancy of the Building concerned, issued by the Municipality. (Please attach a copy of the certificate).</p>			
<p>5. Bidder must at all times comply with provisions of the building safety and health regulations with regards to safety and maintenance of equipment used.</p>			
<p>6. The bidder confirms that: -</p> <ul style="list-style-type: none"> <li>• Uninterrupted Power Supply (UPS),</li> <li>• Back-up generator power supply, and</li> <li>• Water back-up systems is available.</li> </ul>			
<p>7. The bidder confirms that exterior signage and advertising will be allowable</p>			

## 4.2 Technical functional requirements

The following criteria shall be applicable, and the maximum points of each criterion are indicated in Table 2 below. Any proposals scoring below 70% will be disqualified for the second evaluation.

### 4.2.1 Table 2: Technical functional requirements

<b>Technical Requirements: Technical / Functional Criteria (Submission)</b>	<b>Weights</b>
<b>NB: Each building will be evaluated based on submitted documents and on the following:</b>	
<b>Building – General Requirements</b>	<b>15</b>
100 or more secure on-site parking of which 2 will cater for people leaving with disability, must be available in accordance with municipal by-laws. Attach confirmation.	5
A building with a green rating would be advantageous. Attach confirmation.	5
The HDA should be given right of first refusal to any additional parking and office space in the building that becomes available in the course of the <b>5 (five) years</b> . Attach confirmation or include on the draft lease agreement.	5
<b>Building Services</b>	<b>70</b>
The building must make provision for goods and passengers lifts (if applicable).	5
Ablution facilities accommodating approximately 80 employees and visitors, including facilities for people leaving with disability must be available	10
Power Supply 1. Uninterrupted power supply (UPS) and/or back-up generator power supply or confirmation that it will be provided upon award of lease (10 Points)	15
Water supply 2. and water back-up system must be available or confirmation that it will be provided in the event of power failure for the entire building (i.e water storage tanks or underground water source (5 points)	
The space offered must provide lighting as per building regulations. Bidders to provide the electrical certificate of compliance for the building. An illumination survey report may be submitted if available.	5
The bidder confirms that they are in possession of the Certificate of Occupancy of the Building concerned, issued by the Municipality (Please attach a copy of the certificate).	10
The office accommodation must be fully air-conditioned and ventilated.	5
The space(s) on offer must have its own electric distribution board(s)	5

<b>Technical Requirements: Technical / Functional Criteria (Submission)</b>	<b>Weights</b>
<b>NB: Each building will be evaluated based on submitted documents and on the following:</b>	
The accommodation must have existing fire detection and prevention services including compliance with Occupational Health and Safety regulations and emergency evacuation process. The bidder must provide a copy of the certificate of fire safety compliance.	5
A floor layout plan of the building drawn to scale (attached as A3) and CAD drawing to be available.	5
Provision of at least 3 (three) <b>fireproof and burglarproof stowage</b> rooms with a minimum size of 20m <sup>2</sup> each.	5
The accommodation must have double tier cable trays in ceiling voids for IT and electrical cables or make allowance for these	5
<b>Site Accessibility</b>	<b>15</b>
The building must be an existing complete built structure as per Building Occupation Certificate (Stand alone or multi-tenant building). Provide a building profile with exterior and interior pictures.	5
The building should allow for controlled vehicle and foot traffic through the entrance/ exit to and from the building by staff, visitors and all other HDA stakeholders. Confirm in writing.	5
The building must make provision of access control which must be accessible to both staff and suppliers. Confirm in writing as to <ol style="list-style-type: none"> <li>1. Adequate Fencing (1 point)</li> <li>2. Security gate (1 point)</li> <li>3. Access boom-gate (1 point)</li> <li>4. Manned security (1 point)</li> <li>5. Electronic/remote access system (1 point)</li> </ol>	5

#### 4.3 Price and B-BBEE

The following criteria will be used for point's allocation for price and B-BBEE compliance on a 80/20 point system:-

##### 4.3.1 Table 3 – Price and B-BBEE

<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>WEIGHTING/ POINTS</b>
Price	Detailed Budget Breakdown	<b>80</b>

B-BBEE Status Level Verification Certificate from accredited verification agencies.	B-BBEE Level Contributor	<b>20</b>
<b>Total</b>		<b>100</b>

The HDI proposal will be evaluated as per PPPFA regulations.

#### 4.4 Site Inspection

The items on **Table 1** of this document will be confirmed on site during in-loco inspection of all bidders who qualify through the mandatory and functionality requirements. The bidder will be expected to avail its technical representative on site to take the HDA team throughout the premises while indicating and confirming bidders' submissions. **Should it be found at this stage that the bidder falsified its submission and site conditions, it will be disqualified.**

#### 5 Pricing Schedule

Bidders are required to provide complete pricing schedule in line with the below **Table 4** and **Table 5** guidelines.

- All prices must be VAT inclusive and quoted in South African Rand (ZAR).
- Any escalations per year (with %) must be clearly indicated without hidden costs.
- Bidders are allowed to provide more relevant information than what is guided on the below tables.

##### 5.1 Table 4: Total Pricing Overview Table.

Price Component	2021/22	2022/23	2023/24	2024/25	2025/26
Building (including storerooms)					
Parking (total)					
• Parking - under ground					
• Parking – covered parking					
• Parking – open bay					
Operational costs and payable services (please list)					

Escalation (%)					
<b>Lease cost:</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>
Tenant Installation (If applicable)	-R	-R	-R	-R	-R
Beneficial Occupation (If applicable)	-R	-R	-R	-R	-R
Deposit	R	N/A	N/A	N/A	N/A
<b>Total Lease cost (-TI &amp; -BO)</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>	<b>R</b>

5.2 Table 5: Building Solution Components (Example)

Solution components	Cost (VAT inclusive) over 12 months	Cost (VAT inclusive) over 60 months
Rate per m <sup>2</sup>	R	R
Operating cost per m <sup>2</sup> (List cost components for which the HDA will be responsible)	R	R
Indicate cost per basement parking bay (if available).	R	R
Indicate cost per open parking bay (if available).	R	R
Indicate cost per under cover parking bay (if available).	R	R
Indicate Tenant Installation (TI) allowance per m <sup>2</sup> .	R	R
Indicate Beneficial Occupation (BO) allowance per month (for how many months?)	R	R
Building insurance	R	R
Indicate breakdown and information on deposit required	R	R
Provide information on any other excluded cost	R	R
<b>Total cost:</b>	<b>R</b>	<b>R</b>

## **6 Additional information to be submitted by the bidders**

- 6.1** Brief company profile, as relevant to the above-mentioned terms of reference.
- 6.2** Experience in the relevant areas.
- 6.3** List of existing and previous clientele with the names of buildings and their addresses.
- 6.4** Certificate of incorporation/ legal status.
- 6.5** Valid and Original or Certified B-BBEE Status Level Verification Certificates issued by the following agencies SANAS, IRBA or CCA.
- 6.6** Valid original tax clearance certificate.
- 6.7** SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: [www.thehda.co.za/procurement](http://www.thehda.co.za/procurement). Under compliance checklist.
- 6.8** Confirmation of registration with National Treasury CSD database
- 6.9** Copy of this RFP document with relevant sections completed. Price proposals to be in this document.
- 6.10** **The HDA prefers to sign the lease directly with the landlord, all submission documents must be in the name of the landlord even in cases where the Agent is compiling them on behalf of the landlord.**

## **7 General**

- 7.1** The selection of the qualifying proposal will be at the HDA's sole discretion.
- 7.2** The HDA does not bind itself to accept any particular bid/proposal, and the HDA reserves the right not to appoint the service provider.
- 7.3** Further information regarding supply chain matters and technical queries can be sent to Moses Mokhine email to: [Moses.Mokhine@thehda.co.za](mailto:Moses.Mokhine@thehda.co.za) or Tel: 011 544-1000

## **8. Submission of proposals**

Proposals should be submitted on or before the **01 September 2021 by no later than 11h00** to:  
Supply Chain Management  
Block A, Riviera Road Office Park  
6-10 Riviera Road, Killarney  
Johannesburg



### Application for a Tax Clearance Certificate

**Purpose**

Select the applicable option ..... Tenders  Good standing

If "Good standing", please state the purpose of this application

Two empty text boxes for stating the purpose of the application.

**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no	Company/Close Corp. registered no		
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname			
First names			
ID/Passport no	Income Tax ref no		
Telephone no	Fax no		
E-mail address			
Physical address			



**Particulars of tender** (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit investigation against you/the company?  YES  NO  
 If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

-  -

Signature of representative/agent Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

-  -

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: HDA/JHB/2021/012
CLOSING TIME 11:00	CLOSING DATE: 01 September 2021

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days
-----	R-----	----- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

Bid No.: .....

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
.....	.....	.....	R.....
TOTAL: R.....			

- 6. Period required for commencement with project after acceptance of bid .....  
.....
- 7. Estimated man-days for completion of project .....  
.....
- 8. Are the rates quoted firm for the full period of contract? \*YES/NO
- 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
.....  
.....  
.....

\*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –

Department: Supply Chain Management

Contact Person: Moses Mokhine

Tel: 011 544 1000

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

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

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

**10. Delivery and documents**

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

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

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

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



- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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

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

may be due to him

**25. Force Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)