



REQUEST FOR BID

| | |
|------------------------------|--|
| Bid Number | WRSCM-2026/2027-0003 |
| Bid Description | APPOINTMENT OF A PROPERTY OWNER/MANDATED PROPERTY MANAGEMENT COMPANY TO PROVIDE LEASED OFFICE SPACE TO HOUSE THE W&RSETA KZN REGIONAL OFFICE. |
| Closing Date and Time | 02 July 2026 @ 11:00 AM |

| | |
|------------------------|--|
| NAME OF BIDDER | |
| BIDDERS ADDRESS | |

**PART A
INVITATION TO BID SBD 01**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (W&RSETA) | | | | | |
|--|---|---------------|--|--|--------------|
| BID NUMBER: | WRSCM-2026/2027-0003 | CLOSING DATE: | Thursday, 02 July 2026 | CLOSING TIME: | 11:00AM |
| DESCRIPTION | APPOINTMENT OF A PROPERTY OWNER/MANDATED PROPERTY MANAGEMENT COMPANY TO PROVIDE LEASED OFFICE SPACE TO HOUSE THE W&RSETA KZN REGIONAL OFFICE. | | | | |
| NON-COMPULSORY BRIEFING SESSION | <p>THE W&RSETA WILL HOST A NON- COMPULSORY BRIEFING SESSION VIA TEAM THAT WILL TAKE PLACE ON THURSDAY, 11 JUNE 2025 @ 10:30am. PLEASE FIND BELOW LINK TO JOIN IN THE NON- COMPULSORY BRIEFING SESSION</p> <p>Microsoft Teams meeting</p> <p>Join:</p> <p>https://teams.microsoft.com/meet/311179619212770?p=KS22yGxzNzbtQxfUvU</p> <p>Meeting ID: 311 179 619 212 770</p> <p>Passcode: XP3qT9Qo</p> | | | | |
| BID VALIDITY PERIOD | THE BID IS VALID FOR A PERIOD OF 120 DAYS FROM THE BID SUBMISSION DATE | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | |
| 1909 RIVERSIDE OFFICE PARK | | | | | |
| CNR LENCHEN AND HEUWEL AVENUE | | | | | |
| HENNOPS HOUSE | | | | | |
| CENTURION | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | |
| CONTACT PERSON | Supply Management | Chain | CONTACT PERSON | Supply Management | Chain |
| TELEPHONE NUMBER | 012 622 9500 | | TELEPHONE NUMBER | 012 622 9560 | |
| FACSIMILE NUMBER | n/a | | FACSIMILE NUMBER | n/a | |
| E-MAIL ADDRESS | tenders@wrseta.org.za | | E-MAIL ADDRESS | tenders@wrseta.org.za | |
| SUPPLIER INFORMATION | | | | | |
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE | CODE | | NUMBER | | |

| | | | | |
|---|--|--|-----------|--|
| NUMBER | | | | |
| E-MAIL ADDRESS | | | | |
| VAT REGISTRATION NUMBER | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: MAAA |
| <i>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</i> | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | <i>OR</i> | <i>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</i> |
| | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] |

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT O REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

**PART C
TERMS AND CONDITIONS FOR BIDDING SBD 01**

BIDDING PROCEDURE CONDITIONS FOR THIS BID

| | |
|--|--|
| LATE BIDS RECEIVED | Bids submitted after the stipulated submission date and time will not be considered. |
| NON-COMPLIANT BIDS RECEIVED | Bids not submitted in the prescribed format will not be considered. |
| BID SUBMISSION QUANTITIES | Bids must be submitted in hardcopy submissions only as follows: One (1) hardcopy of bid proposals i.e., one original Compliance and Technical Proposal. The Price Proposal where applicable for Local Content. |
| BID VALIDITY PERIOD | The bid is valid for a period of one hundred and twenty (120) days from bid submission date. |
| COUNTER CONDITIONS | Bidder's attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by bidders may result in the invalidation of such bids. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations- 2022. |
| CANCELLATION PRIOR TO AWARDING | The W&RSETA has the right to withdraw and cancel the Bid Invitation. |
| COLLUSION, FRAUD AND CORRUPTION | Any effort by bidders to influence evaluation, comparisons, or award decisions in any manner may result in the rejection of the bidder concerned. The W&RSETA reserves the right to reject bids when deemed necessary. Bid rigging by the bidder will result in disqualification of the bid. The bidder is not permitted to submit a bid for more than one registered company with a common director/ shareholder. |
| PRESENTATIONS AND PROOF OF FUNCTIONALITY AS PART OF THE EVALUATION OF BIDS | The W&RSETA has the right to perform due diligence on a bid proposal received through calling for interviews, presentations, proof of functionality sessions with short listed bidders before concluding the evaluation. |
| SUB-CONTRACTING | Bidders may not sub-contract more than 25% of the value of the contract to any other enterprise. A sub-contracting agreement signed by all parties must be submitted. This agreement must explain the roles and responsibilities of all parties. |
| VENTURES AND CONSORTIUM | A JV or Consortium Agreement must be submitted, clearly indicating the lead partner and percentage (%) sharing/contribution to the JV. The JV/Consortium must submit a joint B-BBBEE certificate or affidavit, in the case where the joint B-BBBEE certificate or affidavit is not submitted then evaluation will be based on the B-BBBEE certificate or affidavit from the lead partner. |
| SAQA CONVERSION REQUIREMENTS FOR THE INTERNATIONAL QUALIFICATIONS | In the case where the technical or functional evaluation criteria requires submission of qualifications, then bidders that possess foreign qualifications, must submit/attach SAQA accreditation. In addition, all Qualifications must be Certified. |
| INFORMATION PROVIDED IN THE BID INVITATION | All information contained in this bid documentation is solely for the purpose of assisting bidders to prepare their bids. Any use of the information contained herein for other purpose than those stated in this documentation is prohibited. |

| | |
|--|---|
| <p>PROHIBITIONS ON AWARDS TO PERSONS IN SERVICE OF THE STATE</p> | <p>The Employer is prohibited to award a tender to a person -</p> <ul style="list-style-type: none"> a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) A person who is an advisor or consultant contracted with the state or state owned entity. d) In the service of the state means to be – e) a member of: - <ul style="list-style-type: none"> i. any municipal council; ii. any provincial legislature; or iii. the National Assembly or the National Council of Provinces; f) a member of the board of directors of any state owned entity; g) an official of any government entity; h) an employee of any national or provincial department; i) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); j) a member of the accounting authority of any national or provincial public entity; or k) An employee of Parliament or a provincial legislature. |
| <p>ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES</p> | <p>The W&RSETA will check the highest ranked bid or bidders with the highest number of evaluation points after the evaluation of bid offers in accordance with PPR 2022 for:</p> <ul style="list-style-type: none"> a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: <ul style="list-style-type: none"> i. line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or ii. the summation of the prices. <p>The arithmetical errors shall be corrected in the following manner:</p> <ul style="list-style-type: none"> a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern. b) If the bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices. <p>The Bid Offer will be rejected if the tenderer does not correct or accept the</p> |

| | |
|--------------------------------|--|
| | Correction of the arithmetical error in the manner described above. |
| GENERAL CONDITIONS OF CONTRACT | This bid is subject to the General Conditions of Contract. |
| SPECIAL CONDITIONS OF CONTRACT | <ul style="list-style-type: none"> a) This bid is subject to the Special Conditions of Contract as outlined hereto below. b) The price schedule (cost) must be in South African currency and must include value added tax, where applicable and must include disbursements. c) Penalties will be applied in respect of late completion of work defined in the final contract provided that the delay is attributed on the part of the service provider. |

| | |
|--|-------|
| SIGNATURE OF BIDDER: | _____ |
| CAPACITY UNDER WHICH THIS BID IS SIGNED: (Proof of authority must be submitted e.g. company resolution) | _____ |
| DATE: | _____ |

PART D

Table 1: Documents that must be submitted for Pre-qualification.

| Item | Documents for submission | |
|--|--------------------------|---|
| Invitation to Bid – SBD 1 | YES | Complete and sign the supplied pro forma document |
| Tax Status | YES | <ul style="list-style-type: none"> i. A Central Supplier Database (CSD) summary report and Tax Compliance Status Pin Should be submitted to verify the bidder’s tax whether the bidder’s tax matters are in order. ii. The Tax Compliance Pin Number or the CSD Master Registration Number (MAAA number) to verify the bidder’s tax compliance tax status. iii. In case of foreign recommended bidders who has no history of doing business in South Africa, the foreign recommended bidder’s completed SBD 1 must be submitted to the South African Revenue Service to issue Confirmation of Tax Obligation letter in terms Instruction Note No. 09 of 2017/2018. iv. The CSD and tax compliance status PIN are the approved methods of verifying the tax compliance status of bidders. v. In the event where the Bidder does not submit a tax compliance status PIN, the tax compliance status will be verified utilizing the CSD summary report |
| Price Schedule or Quotation | YES | The price schedule (cost) must be in South African currency and must include value added tax, where applicable and must include disbursements. |
| Declaration of Interest – SBD 4 | YES | Complete and sign the supplied. Failure to declare truthful information will result in your company being blacklisted or restricted from doing business with any of the organ of state. Please note that the W&RSETA does not do business with state official. |
| Completion and submission of the prescribed Standard Bidding Documents and proposal | | <p>Bidder must complete other prescribed Standard Bidding Documentation i.e., SBD 3.1, & 6.2 (where applicable).</p> <p>Bidder must submit one (1) hardcopy of the Compliant and GCC, Technical proposal (where applicable).</p> |
| Preference Point Claim Form – SBD 6.1 | YES | <p>Complete and sign the supplied pro forma document</p> <p>Non-submission will lead to zero points awarded.</p> <p>(A valid and/ or certified copy must be attached to claim points for specific goals)</p> |
| Registration on Central Supplier Database (CSD) | YES | <p>Bidders must be registered on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal.</p> <p>Visit https://secure.csd.gov.za/ to obtain your vendor / supplier number.</p> <p>Submit proof of registration with your bid document.</p> |

ALTERATIONS TO DOCUMENTS REQUIREMENTS

Alterations to documents

Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer.

Alternative bid offers

Submit alternative bid offers only if main bid offer, strictly in accordance with all the requirements of the bid documents, is also submitted. The alternative bid offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

Accept that an alternative bid offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

NB ANY AMENDMENTS TO THE BID DOCUMENTS MUST BE SIGNED IN FULL BY THE BIDDER'S AUTHORISED SIGNATORY AND AN ACCOMPANYING LETTER FROM THE BIDDER ON THEIR OFFICIAL LETTERHEAD WILL INDICATE SUCH ALTERATIONS. FAILURE TO OBSERVE WILL LEAD TO THE BID BEING DISQUALIFIED.

ANY COMPLETION OF THE BID DOCUMENT IN PENCIL OR ERASABLE INK WILL NOT BE ACCEPTED AND MIGHT DISQUALIFY THE BID. BIDDERS ARE ALLOWED TO TYPE THE DOCUMENT.

I/We, the undersigned, hereby acknowledge myself/ourselves fully conversant with the details and conditions set out in the Special / Technical Information and Specifications and with the General Conditions of Contract and General Conditions to Bidders included in the bid document and hereby agree to:-

Indicate if there would be a price increase applicable and attach proof thereof.

SIGNED ON BEHALF OF THE BIDDER: (Signature)

NAME OF SIGNATORY (in capital letters)

**PART E
CERTIFICATE OF AUTHORITY OF SIGNATORY**

Indicate the status of the property owner by ticking the appropriate box hereunder. The owner must complete the certificate set out below for the relevant category.

| | | | | |
|----------------------|--------------------------|----------------------------|------------------------------|--------------------------------|
| A Company | B Partnership | C Joint Venture | D Sole Proprietor | E Close Corporation |
| | | | | |

A. MANDATE FROM PROPERTY OWNER

I, (Full Names, Surname and ID number), the undersigned in my duly authorised capacity as Director/Member/Sole Owner of the property.....Reg No.....hereby mandate and appoint(Full Names, Surname, ID number) from the following entity.....to execute the following concerning the Bid advertised:

- a. To complete all required compliance documents and submit same on behalf of the property owner and in response to the tender advertised.
- b. To sign agreement/s on behalf of the property owner for the duration of the tender and agreement.
- c. To manage and be responsible for the property for the duration of the agreement, if awarded.

| Name | Identity No | Capacity | Signature | Date Signature | Of |
|------|-------------|----------|-----------|-------------------|----|
| | | | | | |

B. ACCEPTANCE OF THE AWARDED MANDATE FROM THE PROPERTY OWNER BY THE BIDDER

I, (Full Names, Surname), the undersigned in my duly authorised capacity as Director/Member/Sole, the mandatee/appointee, hereby confirms and accepts that I am authorised to:

- a. To complete all required compliance documents and submit same on behalf of the property owner and in response to the tender advertised.
- b. To sign agreement/s on behalf of the property owner for the duration of the tender and agreement.
- c. To manage and be responsible for the property for the duration of the agreement, if awarded

| Name | Identity No | Capacity | Signature | Date Signature | Of |
|------|-------------|----------|-----------|-------------------|----|
| | | | | | |

**PART F
DECLARATION OF INTERST SBD4**

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.

PLEASE SELECT THE CORRECT ANSWER WHEN RESPONDING THE QUESTIONNAIRE:

2. Bidder’s declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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 State institution |
|-----------|-----------------|---------------------------|
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| | | |

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:

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

2.3 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:

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 consortium² 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.

² 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.

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

PART G

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

- a) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated(80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) | Form of evidence |
|---|---|--|--|
| SPECIFIC GOAL 1: HDI | Maximum 11 | | BBEE Certificate / Sworn Affidavit supported by <ul style="list-style-type: none"> • CIPC document/ Certified Copy of ID and Shareholder's certificate/ • Disability Certificate |
| Black People ownership of 51% or more | 5 | | |
| Women ownership of 51% or more | 4 | | |
| People with Disability ownership | 2 | | |
| SPECIFIC GOAL 2: PROMOTION OF LOCAL ECONOMY & RDP | Maximum 9 | | Valid BBEE Certificate / Sworn Affidavit, Certified |
| Youth ownership | 2 | | |
| SMMEs (EME/QSE) | 4 | | |
| Enterprise located in specific Provinces: <i>[KwaZulu Natal Province]</i> | 3 | | Proof of business Address (Municipal Rates Statement or Lease Agreement or Sworn Affidavit) |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

- Y One-person business/sole propriety
- Y Close corporation
- Y Public Company
- Y Personal Liability Company
- Y (Pty) Limited
- Y Non-Profit Company
- Y State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: _____

DATE: _____

ADDRESS: _____

GENERAL CONDITIONS OF CONTRACT

GCC- GENERAL CONDITIONS OF CONTRACT: TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Restriction from bidding
25. 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

- 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 supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 “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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components
 - 1.6 “Day” means calendar day.
 - 1.7 “Delivery” means delivery in compliance of the conditions of the contract or order
 - 1.8 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.9 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.10 “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.
 - 1.11 “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.
 - 1.12 “GCC” means the General Conditions of Contract.
 - 1.13 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.14 “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

- 1.15 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.16 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.17 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.18 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.19 “Purchaser” means the organisation purchasing the goods.
- 1.20 “Republic” means the Republic of South Africa.
- 1.21 “SCC” means the Special Conditions of Contract.
- 1.22 “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.
- 1.23 “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.

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 organisation 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 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 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:

Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and 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 these 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using

the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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) (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, pursuant to GCC Clause 24.1, 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.
- 24. Restriction from bidding**
- 24.1 In cases of any improper conduct or non-performance by a bidder or supplier, the Accounting Officer may, in addition to any other legal remedies it may have, resolve that no offer to the public sector from the bidder or supplier concerned should be considered during a period up to a maximum of ten (10) years.
- 24.2 The Accounting Officer must inform the National Treasury of any such restrictions imposed, for inclusion in the national list of restricted bidders/suppliers/persons.
- 24.3 The Accounting Officer may at any time amend or rescind any restriction contemplated in clause 24.1 and must inform the National Treasury accordingly.
- 24.4 For the purpose of Clauses 24.1 and 24.2 the expression "bidder or supplier", in respect of any restriction, shall also include a director, member, employee or agent of such bidder or supplier.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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 Disputes** of 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) (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation liability** of 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- 1 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
- 2 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 duties** and 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 W&RSETA 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.

General Conditions of Contract (revised July 2010)

**OFFICE SPACE SPECIFICATIONS FOR THE
KWAZULU NATAL (KZN) REGIONAL OFFICE**



WRSCM-2026/2027-0003

APPOINTMENT OF A PROPERTY OWNER/MANDATED PROPERTY MANAGEMENT COMPANY TO PROVIDE LEASED OFFICE SPACE TO HOUSE THE W&RSETA KZN REGIONAL OFFICE.

1. BACKGROUND TO W&RSETA

The Wholesale and Retail Sector Education and Training Authority (W&RSETA) was established in 2000 in terms of the Skills Development Act (as amended). The public entity aims to facilitate the skills development needs of the Wholesale and Retail (W&R) sector through the implementation of learning programs, disbursement of grants and monitoring of education and training as outlined in the National Skills Development Plan (NSDP).

2. OBJECTIVE OF THE BID

The objective of the tender is to request Property Owners/Mandated Property Management Companies who specialize in the leasing of office space to submit proposals to W&RSETA for offices to house the KZN Regional Office. The proposed office space must be located in either the **Westville, Stamford Hill (Kingsmead precinct), Point Waterfront or greater Umhlanga (Umhlanga Ridge and La Lucia Ridge)** areas.

3. SCOPE OF SERVICE

The scope of services is as follows:

3.1 KEY INFORMATION

3.1.1 The bid is open to the following parties:

- Property Owners; and
- Reputable Property Management Companies who have a **direct mandate** with the Property Owner to **fully contract with the W&RSETA** on the proposed office space.

Note:

- **The Mandate (signed by both parties) must allow for the bidder to submit the bid and be able to fully contract with W&RSETA.**
- **Complete and sign the Certification of Authority of Signatory attached in the Bid documentation.**
- **The bidder and the Property Owner will be jointly and severally liable for the bid and contract once concluded.**

3.1.2 The proposed office space must be located in either **Westville, Stamford Hill (Kingsmead precinct), Point Waterfront or greater Umhlanga (Umhlanga Ridge and La Lucia Ridge)** areas.

3.1.3 The proposed duration of the lease will be from 01 March 2027 to 30 September 2030 with the option of renewing/extension if needed.

- 3.1.4 The proposed office space will be a minimum of approximately 650m² and a maximum of 750m² that can accommodate a Boardroom of 20m x 5m.
- 3.1.5 **It is preferable that the proposed office space is a “White Box” that can be fitted in line with the W&RSETA operational requirements.**
- 3.1.6 **If the proposed office space is a fitted space and is not fully suited to the W&RSETA, the full or part demolition thereof will be in line with the W&RSETA operational requirements and will be for the bidder’s account, which is outside of the Tenant Installation Allowance (TIA).**
- 3.1.7 The proposed office space must have plumbing facilities for an in-office kitchen for use by the W&RSETA only.
- 3.1.8 20 basement/undercover parking bay and 10 visitor parking bays must be made available for exclusive use by W&RSETA employees and visitors.
- 3.1.9 Be an A-Grade building (refer to Annexure E for grading specifications) of not more than 30 years old if an older building is proposed then upgrades/renovations must have been done within the last 15 years. Building construction certificate of completion must be provided as proof.
- 3.1.10 The building shall comply with local municipal by-laws, National Building Regulations and Building Standards Act, 1977; the South African National Standards (SANS), Occupational Health & Safety Act, 1993; and any other relevant legislation/regulations as applicable.
- 3.1.11 Comprise of one (1) stand-alone building or multi-tenant building to house the W&RSETA.
- 3.1.12 The building must have facilities for People Living with Disabilities, as per SANS10400, with wheelchair access from the parking area to the main entrance and foyer, e.g. ramp to the main entrance/ foyer.
- 3.1.13 The building must have facilities for People Living with Disabilities with wheelchair access from the basement parking area to the main entrance and the floor where the proposed office space is situated e.g. lift from the basement parking.
- 3.1.14 If a multi-floored building is proposed, ablution facilities for People Living with Disabilities with wheelchair access must be available on the floor where the proposed office space is situated.
- 3.1.15 Prospective bidders are invited to provide comprehensive information on an existing building, which may be refurbished to suit W&RSETA’s requirements.
- 3.1.16 Prospective bidders will be responsible for the submission of the construction work plans with the relevant council for any/all refurbishments and/or office fit outs to be made as part of the bid at its own cost.
- 3.1.17 The location must be clearly visible from traffic routes and must have unimpeded entrance to the public area from street level.
- 3.1.18 The proposed building must be easily accessible to the public and preferably be within 1 kilometer from public transport.

- 3.1.19 If standalone building, the bidder will be required to provide PSIRA registered physical guarding i.e. a minimum of one (1) day guard and one (1) night armed guard.
- 3.1.20 Maintenance on the exterior of the building, fire detection, fire extinguishers, heating and ventilation systems remains the responsibility of the bidder.
- 3.1.21 Prospective bidders must submit separate bid responses for each premises offered/proposed, should more than one premises be offered for consideration.

3.2 IT INFRASTRUCTURE

- 3.2.1 High-Speed Fiber Optic to Business Infrastructure should be available with a minimum speed of 50Mbps.
- 3.2.2 Building must have clear Fiber Routes from the street to the server Room, and sufficient manholes inside the property for easy access to the fiber infrastructure.
- 3.2.3 If High-Speed Fiber Optic is not present, the W&RSETA must be granted permission to install a High-Speed Fiber Optic by its preferred service provider.
- 3.2.4 The W&RSETA must be granted permission to install a secondary wireless Microwave link by its preferred service provider.

3.3 ACCOMMODATION REQUIREMENTS

- 3.3.1 The proposed building must be **compliant** to the following requirements as prescribed by the Nation Building Regulations. Compliance with these requirements will be verified during the due diligence visits by the W&RSETA team for the shortlisted bids. Failure to these requirements will render the bid non-compliant from the due diligence visits:
 - Adequate (HVAC) Heating, Ventilation and Air-Conditioning.
 - The ventilation of the building must be in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993). The building should be fully air-conditioned, with all maintenance, repairs and replacements undertaken by the bidder. The air-conditioning installation / units should at least have a remaining life expectancy of the lease term.
 - Ablution Facilities
 - Adequate bathroom facilities in line with Sanitary Fixtures for Buildings (SANS 10400-1990) for both males and females.
 - Adequate disability bathroom facilities for People living with Disabilities (according to National Building Regulations, SANS 10400). If multi-floor office is proposed, a minimum of 1 (one) disability bathroom per floor.
 - The W&RSETA may, under a separate contract, install additional sanitation equipment as needed after taking occupation.
 - Water Supply

- The municipal water supply where applicable shall be metered separately for the W&RSETA.
- The bidder is to ensure that there is continuous water supply to the W&RSETA offices at the bidder's cost.
- Electrical Supply
 - The power supply where applicable shall be metered separately and the installation is to comply with all relevant regulations and by-laws.
 - All main electrical supply shall be governed with class one and class two lightning surge protectors, which must be inspected regularly to ensure that it is and remain in good working condition, in line with SANS 62305. All Parts will be at the bidder's cost and proof of installed lightning surge protection must be provided as part of building handover.
 - The building must have a continuous emergency power supply enough to carry the electrical needs of the office space during a power outage (i.e. back-up generators/alternative power supply). This must be maintained by the bidder to ensure minimal interruption of electrical service.
 - In the event that there is no continuous emergency power supply enough to carry the electrical needs of the office space during a power outage (i.e. back-up generators/alternative power supply), a Letter of Intent must be provided stating that an alternate power supply will be provided/installed with 3 (three) months from date of concluding the lease agreement.
- Fire Protection & Risk Management
 - Fire control, safety and risk management shall be in full compliance with the National Building Regulations, SANS 10400 as amended. Provide full details of the fire detection/system, including features which includes but not limited to the public address system, warning alarms, sprinklers, gas suppression system (server room), make and model.
- Lifts & Escalators
 - If there is lift in the building, then it must be in line with SANS 10400 4.44 to 4.47, as set out in the SA Standard Code of Practice for the Application of the National Building Regulations, as issued by the South African Bureau of Standards (SABS).
 - Maintenance of the lift and escalators must be serviced regularly at the cost of the bidder and service records to be provided.
- Rental Rates & Maintenance
 - Rental rates and operational charges shall also include all future maintenance required to keep the building operational and shall be adjusted annually on the adjustment date. Rates shall also include but not limited to the maintenance of the exterior of the premises such as:

- Roofs
 - HVAC including cleaning the diffusers inside
 - Lightning protection
 - Plumbing
 - Electrical supply, up to DB board
 - Fire Protection & Detection
 - Common area electrical reticulation
 - Grounds and gardens
 - Storm water and drainage
 - Washing the external windows & facades.
 - Security to be included if applicable.
 - Repainting of the building interior and exterior should be accommodated.
 - Pest control and routine fumigation services
 - Refuse collection
- Property/Building Insurance
 - The bidder shall provide all necessary and valid building insurance information, if the building is not yet insured, a Letter of Intent from a reputable insurer will suffice, stating that the insurance cover will be confirmed within 14 days of award of this tender and the insurance cover should be aligned to the value of the property. The bidder must ensure the building insurance remains valid for the duration of the lease period.
 - Security Services
 - The proposed building must have appropriate security features such as perimeter fencing, PSIRA registered physical security guards, access-controlled entrance and exit to the premises, CCTV coverage of the building. Provide full details of such security features (e.g. make & model where applicable).
 - In addition to the above, for standalone properties the proposal must include the PSIRA registered physical security guards i.e. a minimum of one (1) day guard and one (1) night armed guard.

3.4 LEGISLATIVE SPECIFICATIONS

3.4.1 The building shall comply with all laws, construction service standards, building regulations, which include, but is not limited to:

- Occupational Health and Safety Act 1993 (Act 85 of 1993)
- The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- Code of practice – Interior Lighting SABS 0114:1996 - Part I
- The National Building Regulations and Building Standards Acts 1977 (Act 103 of 1977) as amended (SANS 10400)
- The Municipal by-laws and any special requirements of the local supply authority
- The local fire regulations; and
- Building compliance certificates.

3.5 BENEFICIAL OCCUPATION

- 3.5.1 Beneficial occupation means a rent-free period provided by the landlord, in order to allow the W&RSETA time to fit-out the office in line with its operational requirements and ready the offices prior to occupying the offices.
- 3.5.2 The premises must be available for beneficial occupation immediately at the conclusion of the lease agreement to accommodate the duration required for the renovations, of which the period will be agreed upon between the parties.
- 3.5.3 Further to paragraph 3.5.2. above, the beneficial occupation will be negotiated at the time of signing of the lease agreement but will be not less than two months.

4. EXPECTED TERMS OF AGREEMENT AND SPECIFICATION

- 4.1 The terms and conditions of the lease will be managed through the Lease Agreement to be concluded between the W&RSTA and the successful bidder.

5. CONTRACT MANAGEMENT

- 5.1 On an ongoing basis, the W&RSETA shall monitor and evaluate the performance against the deliverables outlined in the signed Lease Agreement.
- 5.2 The W&RSETA shall conclude a contract with the property owner or the party who has been mandated and evaluated per the bid requirements.
- 5.3 Sub-leasing will not be accepted.

6. DUE DILIGENCE

- 6.1 A due diligence site visit will be conducted on the proposed office space for all shortlisted bidders only.
- 6.2 Refer to Annexure D herein below for the evaluation criterion and list of documentation that will be required at the due diligence visit.

7. PRICING

- 7.1 Proposals must include all costing inclusive of VAT, which must be in line with market related rates.
- 7.2 All bidders are required to submit their cost breakdown in the table herein below marked as Annexure A

8. EVALUATION PHASES

- 8.1 The evaluation of tenders will be performed using the 80/20 principle.
- 8.2 The received bid proposals will be evaluated in different phases to arrive at the final phase of the bid award, and the phases will be as follows:

8.2.1 PHASE 1: MINIMUM Administrative REQUIREMENTS

In this phase, all bids received will be verified for compliance and completeness of the submitted proposal according to the below set of administrative requirements.

This stage will assess the bidder's compliance with mandatory administrative requirements. The following requirements will be considered during the Administrative Compliance Evaluation:

- Where the bidder is the Property Owner, the following documentation must be submitted:
 - Standard Bidding Documents (SBD)
 - Proof of Registration on the Central Supplier Database (CSD)
 - Company registration documents.
 - Proof of tax compliance (tax pin).
 - BBBEE certificate / Sworn Affidavit.
 - Duly signed General Conditions of Contracts (GCC).
 - Proof of property ownership

- Where the bidder is **not** the Property Owner and will be the contracting party, the following documentation must be submitted:
 - A Mandate (signed by both parties) allowing the bidder to submit the bid and be able to fully contract with W&RSETA.
 - Submission of Standard Bidding Documents
 - Proof of Registration on the Central Supplier Database (CSD).
 - Company registration documents.
 - Proof of tax compliance (tax pin).
 - BBBEE certificate / Sworn Affidavit.
 - Proof registration with the Property Practitioners Regulatory Authority (PPRA) – Applicable to Property Agents
 - Duly signed General Conditions of Contracts (GCC).
 - Proof of property ownership

Please note that only the documentation as well as evidence submitted by the bidder and/or mandated contracting party will be evaluated.

8.2.2 PHASE 2: DETAIL TECHNICAL EVALUATION CRITERIA AND POINT ALLOCATION

In this phase, the evaluation threshold is 80 points, and the Bidders must submit supporting documents as indicated in the last column of Annexure B in the table below.

8.2.3 PHASE 3: DUE DILIGENCE VISIT

In this phase, the evaluation threshold for the Due Diligence is 80%, therefore, Bids that fail to meet the 80% threshold will not be considered for Preference and Price Evaluation.

Bidders who fail to meet the requirements for People with Disabilities will be disqualified from the bidding process.

8.2.4 PHASE 4: EVALUATION OF BID RESPONSES USING THE PRICE AND SPECIFIC GOALS

PRICE EVALUATION

Bidders must submit their Pricing Schedule as per Annexure A.

| Annexure A: Cost Breakdown | | | | | | | |
|--|-----------------------|----------------------------|---------------------|-------------|-----|----------------------|--------------|
| Proposed m ² Offered | | | | | | | |
| Item | Amount | VAT | Total | | | | |
| Proposed Base Rental Rate per m ² | | | | | | | |
| Proposed Operating Costs per m ² | | | | | | | |
| Basement Parking rate per bay | | | | | | | |
| Covered Parking Rate per Bay | | | | | | | |
| Open Parking Rate per Bay | | | | | | | |
| Proposed Annual Escalation Rate % | | | | | | | |
| Proposed Deposit (Once Off) | | | | | | | |
| Rental Period* | Office Space Rental** | Parking (Basement/Covered) | Parking (Open Area) | Sub – Total | Vat | Total Monthly Rental | Annual Total |
| Year 1 – 12 Months 01/03/2027 to 28/02/2028 | | | | | | | |
| Year 2 – 12 Months 01/03/2028 to 29/02/2029 | | | | | | | |
| Year 3 – 12 Months 01/03/2029 to 28/02/2030 | | | | | | | |
| Year 4 – 7 Months 01/03/2030 to 30/09/2030 | | | | | | | |
| Estimated Totals*** | | | | | | | |

Notes

* The rental duration will be for a period of 43 months

**The Office Space Rental must include the Proposed Base Rental and Proposed Operating Costs

*** Estimated Totals exclude variable costs e.g. Rates & Taxes, Water & Electricity, etc.

ANNEXURE B: TECHNICAL EVALUATION

80/20 preferential point system will be applied.

The Technical threshold for this bid is 80 points.

Bids that fail to meet the 80-point threshold will not be considered for Due Diligence evaluation.

| Evaluation Criteria | Submission requirements | Points | Supporting Documents | |
|--|--|------------------|--|---|
| 1. Capacity to Deliver | Provide 4 (four) reference letters of active leases which confirm that the bidder has provided a commercial leasing service. The W&RSETA reserves the right to verify the authenticity of leases/references provided by the bidder. | 40 Points | Reference letters | |
| | 0=0 points | | | No evidence submitted |
| | 1=8 points | | | 1 (one) reference letter of active leases which confirms that the bidder has provided commercial leasing services |
| | 2=16 points | | | 2 (two) reference letters of active leases which confirm that the bidder has provided commercial leasing services. |
| | 3=24 points | | | 3 (three) reference letters of active leases which confirm that the bidder has provided commercial leasing services. |
| | 4=32 points | | | 4 (four) reference letters of active leases which confirm that the bidder has provided commercial leasing services. |
| | 5=40 points | | | 5 (five) or more reference letters of active leases which confirm that the bidder has provided commercial leasing services. |
| 2. Experience and Expertise | CV's to be provided of the team and who will be the direct liaison with the W&RSETA and who have experience in facilities management e.g., the Property Portfolio Manager, Property Manager, Building/Facility Manager. | 40 Points | CVs with qualifications | |
| | 0=0 points | | | No evidence submitted |
| | 1=8 points | | | the team has a combined experience of less than 10 (ten) years |
| | 2=16 points | | | the team has a combined experience of 10 (ten) to 15 (fifteen) years |
| | 3=24 points | | | the team has a combined experience of 15 (fifteen) to 20 (twenty) years |
| | 4=32 points | | | the team has a combined experience of 20 (twenty) to 25 (twenty-five) years |
| | 5=40 points | | | the team has a combined experience of more than 25 (twenty-five) years |
| 3. IT Infrastructure (high speed Fiber) | Availability of High-Speed Fiber Optic to Business Infrastructure at the proposed building | 20 Points | Letter from service provider confirming High-Speed Fiber Optic connection points | |
| | 0=0 points | | | No Fibre Optic |
| | 1=16 points | | | Access to High-Speed Fiber Optic connection outside of the proposed office space. |
| | 2=20 points | | | Access to High-Speed Fiber Optic connection points inside the proposed office space. |

ANNEXURE D: DUE DILIGENCE VISIT

| DUE DILIGENCE - MANDATORY DOCUMENTATION REQUIREMENTS | | | |
|---|------------------|-----------|---------------------|
| The following documentation will be required at the due diligence visit, failure to provide all the required documentation listed herein below will result in the disqualification of the bid from the bidding process. | | | |
| DOCUMENTATION | AVAILABLE | | BEC COMMENTS |
| | YES | NO | |
| Certificate of Occupation issued by the Municipality | | | |
| Letter from a registered PPRA* Practitioner or SACAP** registered Architect confirming the grade of the proposed building in line with the SAPOA*** guidelines. | | | |
| Electrical Certificate of Compliance (ECOC) <i>The ECOC for the building/proposed office space not older than 2 years from date of submission of the bid.</i> | | | |
| Electrical Certificate of Compliance (ECOC) for Solar installation if applicable. | | | |
| Plumbing Certificate of Compliance (PCOC) <i>The PCOC for the building/proposed office space is not older than 2 years from date of submission of the bid.</i> | | | |
| Provide 3 (three) months latest statements issued by local municipality confirming that the account status on all municipal rates/levies/tax payments are updated and current. | | | |
| Provide a Letter from the installer and/or servicing company confirming that there is Back-up or Alternate power supply in the proposed office space. In the event that there is no back-up power supply, a Letter of Intent is to be provided that back-up power supply will be installed within 3 (three) months of concluding the lease agreement. | | | |
| Proof of valid insurance/letter of intent (supported by a quotation from the insurer) to insure the proposed building (refer to paragraph 3.3.1. Property/Building Insurance). | | | |
| Zoning from the municipality to confirm the proposed building is appropriately zoned. | | | |

* PPRA – Property Practitioners Regulatory Authority

**SACAP – South African Council for Architectural Profession

*** SAPOA – South African Properties Owners Association

| DUE DILLIGENCE CHECKLIST | | | | |
|--|--|-------------------|--------------------------------|----------|
| <p>The Due Diligence threshold for this bid is 80%. Bids that fail to meet the 80% threshold will not be considered for Price and Specific Goals Evaluation. In addition, please note the W&RSETA reserves the right to take pictures (where required) as evidence for audit trail purposes.</p> | | | | |
| No. | Definition | Points Allocation | Bid Evaluation Committee (BEC) | |
| | | | Points Allocated | Comments |
| 1. | Proposed Building Location | 10 | | |
| 1.1. | The proposed office space must be located in either the Westville, Stamford Hill (Kingsmead precinct), Point Water Front or greater Umhlanga (Umhlanga Ridge and La Lucia Ridge) areas. | 10 | | |
| 1.2. | The proposed office space is located outside of the requested areas. | 0 | | |
| 2. | Grading and Age of the Proposed Building | 10 | | |
| 2.1. | The proposed building offered is an A-Grade building less than 30 years old. | 10 | | |
| 2.2. | The proposed building offered is minimum of a B-Grade building, but less than 15 years old | 5 | | |
| 2.3. | The proposed building offered is minimum of a B-Grade building, but less than 30 years old | 3 | | |
| 2.4. | The proposed building is older than 30 years and upgrades/renovations must have been made within the last 15 years. | 2 | | |
| 2.5. | The proposed building is older than 30 years and no upgrades/renovations have been made. | 0 | | |
| 3. | Size of the Proposed Office Space | 10 | | |
| 3.1. | The size of the office space offered is a minimum of 650m ² up to maximum of 750m ² that can accommodate a Boardroom of 20m x 5m. | 10 | | |
| 3.2. | The size of the office space offered is below 650m ² or above 750m ² | 0 | | |

| No. | Definition | Points Allocation | Bid Evaluation Committee (BEC) | |
|-----------|---|-------------------|--------------------------------|----------|
| | | | Points Allocated | Comments |
| 4. | IT Infrastructure | 15 | | |
| 4.1. | Access to High-Speed Fiber Optic connection points inside the proposed building | 15 | | |
| 4.2. | Access to High-Speed Fiber Optic connection between 50m to 100m outside the proposed building | 10 | | |
| 4.3. | Access to High-Speed Fiber Optic connection is more than 100m outside the proposed building. | 5 | | |
| 4.4. | No High-Speed Fiber Optic in the proposed building or area. | 0 | | |
| 5. | Plumbing Facilities | 10 | | |
| 5.1. | The proposed office space has plumbing facilities available for an in-office kitchen to be constructed. | 10 | | |
| 5.2. | The proposed office space does not have plumbing facilities available for an in-office kitchen to be constructed. | 0 | | |
| 6. | Electricity Supply | 10 | | |
| 6.1. | The proposed office space has a dedicated electricity meter. | 10 | | |
| 6.2. | The proposed office space has an electrical supply but does not have a dedicated electricity meter. | 5 | | |
| 7. | Water Supply | 10 | | |
| 7.1. | The proposed office space has a dedicated water meter. | 10 | | |
| 7.2. | The proposed office space has water supply but does not have a dedicated water meter. | 5 | | |

| No. | Definition | Points Allocation | Bid Evaluation Committee (BEC) | |
|------------|--|-------------------|--------------------------------|----------|
| | | | Points Allocated | Comments |
| 8. | Alternate Back-up Power | 10 | | |
| 8.1. | The proposed office has no Back-up Power | 0 | | |
| 8.2. | The proposed office has Back-up Power or a Letter of Intent for the installation was submitted. | 10 | | |
| 9. | Dedicated Meter for Back-up Power | 10 | | |
| 9.1. | The proposed office space has a dedicated meter for the alternate power (generator). | 10 | | |
| 9.2. | The proposed office space as alternate power supply but does not have a dedicated meter for the alternate power (generator). | 5 | | |
| 10. | Accessibility to Public Transport | 10 | | |
| 10.1. | The proposed office space is accessible to public transport at a distance of up to 1 km. | 10 | | |
| 10.2. | The proposed office space is accessible to public transport at a distance of 1km to 1.5km. | 5 | | |
| 10.3. | The proposed office space is accessible to public transport of more than 1.5km. | 0 | | |
| 11. | Fire Protection System | 15 | | |
| 11.1. | The proposed offices have the following fire protection systems: | | | |
| | • Fire extinguishers | 2 | | |
| | • Fire hose reels | 2 | | |
| | • Smoke/Fire Detection with an alarm warning system | 5 | | |
| | • Sprinkler system | 2 | | |
| | • Gas Suppression system (server room) | 4 | | |

| No. | Definition | Points Allocation | Bid Evaluation Committee (BEC) | |
|--------------|--|-------------------|--------------------------------|----------|
| | | | Points Allocated | Comments |
| 12. | Lifts or Escalators (Muti-floor Building) | 10 | | |
| 12.1. | The proposed building has lifts or escalators to each floor. | 5 | | |
| 12.2. | The proposed building has lifts or escalators from the basement parking. | 5 | | |
| 12.3. | The proposed building does not have lifts or escalators on each floor or from the basement parking. | 0 | | |
| 13. | Heating, Ventilation and Air-Conditioning (HVAC) | 10 | | |
| 13.1. | Proposed offices have an HVAC system including ducting, or an HVAC system will be installed prior to occupation. | 10 | | |
| 14. | Security Measures | 20 | | |
| 14.1. | Access-controlled Premises | 6 | | |
| 14.2. | PSIRA registered physical security guards | 6 | | |
| 14.3. | CCTV coverage of the building | 4 | | |
| 14.4. | Perimeter fencing | 2 | | |
| 14.5. | Perimeter fencing with Electric fencing | 2 | | |
| 14.6. | There are no security measures in place | 0 | | |
| Total | | 160 | | |

ANNEXURE E: BUILDING GRADINGS

| OFFICE GRADE | DESCRIPTION |
|---------------------|---|
| Prime Grade | Top quality, modern space. Prime buildings are often considered iconic and a flagship in its market. Essential features include high security- both manned and electronic, the latest generation of building services, ample parking and a prestigious lobby finish. High ceiling heights, flexible floorplates and column spacing. To be considered Prime-grade, an Office should be 4-star Green Certified or in the absence of a formal rating include equivalent environmental initiatives which could include zoned lighting, energy-efficient building services and systems, water-efficient fixtures, rainwater harvesting, water-wise landscaping, and low VOC interior finishes. |
| A-Grade | High quality properties providing good access and are professionally managed with continued above average maintenance. High quality modern finishes, air conditioning, adequate on-site parking. Clearly articulated entrance, lobby with clear circulation. High ceiling heights, flexible floorplates likely. |
| B-Grade | Generally older buildings, but accommodation and finishes are close to modern standards because of refurbishments and renovation from time to time. Air conditioning and on-site parking or bays dedicated to the building is essential. Minimum ceiling height, less flexible floorplates. Modest landscaping with minimal exterior space. |
| C-Grade | Buildings typically in fair condition but with older style finishes, services and building systems. Purely functional space with infrastructure generally limited. May or may not be air-conditioned or have on-site parking. Minimal or no lobby, landscaping or exterior space. Unarticulated entrance. |