



DUE AT 11H00 ON

04 MAY 2026

TENDER NUMBER: PUCMA01PK

PROVIDE OFFICE ACCOMMODATION FOR A PERIOD OF (60) SIXTY MONTHS FOR PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY(PUCMA)

SUBMITT BID DOCUMENTS TO:

**DEPARTMENT OF WATER AND SANITATION
303 Dr. Pixley KaSeme street Delta Towers Durban 4001
ground floor and deposited in Tender box.**

BIDDER:(Company address and Stamp)



TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDER TO PROVIDE OFFICE ACCOMMODATION FOR A PERIOD OF (60) SIXTY MONTHS FOR PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY(PUCMA)

Date issued

1. Background

The Pongola-uMzimkhulu Catchment Management Agency (PUCMA) invites suitably qualified and experienced service providers to submit bid proposals to offer leased office space to the PUCMA in Durban for a period of five (5) years. **Bid Reference Number: PUCMA01PK**

2. Terms of Reference

The scope, approach and deliverables are contained in the Terms of Reference document. Bidders are requested to study and understand the terms of reference to submit responsive bids.

3. Briefing session

There will be compulsory briefing session which will be held on:

23 Apr 2026 @ 26 Floor

303 Dr. Pixley KaSeme street Delta Towers Durban 4001

GPS Coordinates:(-29° 51' 31" S)

(31° 01' 17" E)

4. Bid submission.

Original bids and proposals must be submitted at the offices of Department of Water and Sanitation 303 Dr. Pixley KaSeme street Delta Towers Durban 4001 ground floor and deposited in box. Door deliveries by courier services are accepted, provided the bidder instructs the courier firm to deposit the bids in the tender box. The closing date is **at 11:00**. Incomplete (non-responsive), late, faxed, or emailed bids will **NOT** be accepted.

5. Reservation

The PUCMA reserves the right to withdraw this bid at any time before the award. The PUCMA also reserves the right not to award the contract with the lowest financial proposal. Furthermore, the successful bidder should be registered on the National Treasury Central Supplier Database at the time of award.

Issued by

PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY

BID REFERENCE NUMBER: PUCMA01PK

REQUEST FOR PROPOSALS (RFP)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO OFFER LEASED OFFICE SPACE TO THE PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY (PUCMA) IN DURBAN, FOR A PERIOD OF FIVE (5) YEARS.

CLOSING DATE AND TIME: 04 MAY 2026 11H00

VALID PERIOD: The bid proposal will be valid for 120 days from the closing date of the tender.

BID REFERENCE NUMBER: PUCMA01PK

All submission of proposals must be delivered to the Department of Water and Sanitation Offices on or before the closing date and time.

Office Details:

**Dr. Pixley KaSeme Street
303(Delta Towers building)
Durban
4001**

Service Providers can send bid proposals using door-to door courier services but **NO** bid proposals to be sent to the Department of Water and Sanitation postal address. Faxed or e-mailed tenders will also **NOT** be accepted.

Submissions must be **STRICTLY** submitted inside the tender box which is situated at Reception Area on the Ground Floor at 303 Dr. Pixley KaSeme Street (Delta Towers) Monday to Friday from 08:00 to 16:30.

A TWO-ENVELOPE SYSTEM will be used for the submission of proposals therefore submissions made by Service Providers **MUST** clearly state the description as well as the **Bid Reference Number: PUCMA01PK** on the envelope/s submitted.

Envelope 1: This envelope must contain **ALL** information about the provision of leasing office space on offer as indicated in the RFP Document.

Envelope 2: This envelope must contain the Pricing Schedule/ as indicated in the RFP Document.

BIDDERS CHECKLIST: A TWO-ENVELOPE SYSTEM.

(Mark with an X where applicable)

NO	SIGNED MANDATORY REQUIREMENTS TO BE SUBMITTED BY BIDDER/S	YES	NO	Envelope
1.	Company Registration Certificate with Companies and Intellectual Property Commission (CIPC)			Envelope 1
2.	Occupation Certificate that the building is in existence; and is a Grade A or higher office Building			Envelope 1
3.	Proof from a Registered Architect			Envelope 1
4.	Completed and Signed Bidders Documents and Checklist			Envelope 1
5.	Occupational Health and Safety (OHS) Certificate			Envelope 1
6.	Fire Regulations Certificates			Envelope 1
7.	Zoning Certificate from the respective Local Municipality			Envelope 1
8.	Code of Practice for the Wiring of Premises			Envelope 1
9.	Bidders are required to submit proof of registration on the Central Supplier Database (CSD); and must have a compliant tax status or alternatively provide pin for validation with SARS			Envelope 1
10.	Valid B-BBEE Verification Certificate			Envelope 1
11.	Turn-Key Solution Ability by Bidder must be in line with paragraph 6 of the TOR			Envelope 1
12.	SBD 1 Bidders Particulars Forms			Envelope 2
13.	SBD 3.2 Pricing Schedules			Envelope 2
14.	SBD 4 Declarations			Envelope 2
15.	SBD 6.1 Specific Goals (Preference Regulations 2022)			Envelope 2
FAILURE TO SUBMIT THE ABOVE REQUIREMENTS MAY LEAD TO THE DISQUALIFICATION OF THE BIDDER				
Added Advantage				
The bidder's proposal should demonstrate effective and efficient utilisation of natural resources and environmentally friendly measures which incorporates operational practices that significantly reduce or eliminate negative impact on the environment and its occupants.				

1. PONGOLA-UMZIMKULU CATCHMENT MANAGEMENT AGENCY (PUCMA)

1.1. OUR VISION

Sustainable, Equitable and Secure Water Resources for All

1.2. OUR MISSION

Sustainable, Equitable, Secure and Integrated Water Resource Management for, the Benefit of All People, their Livelihoods and the Environment

1.3. OUR VALUES AND PRINCIPLES

- Ethics, Integrity & Transparency
- Results Orientated & Performance Driven
- Fairness & Redress
- Stakeholder Engagement & Collaboration

SCHEDULE A

2. PURPOSE

The purpose of this request for proposal is to obtain office space in Durban for the PUCMA, for a period of five (5) years. The office accommodation must be located in the outskirts of the city center but within a radius of 10 km of the current offices at Southern Life Building, 88 Joe Slovo Street, Durban. The following details apply: change the sentence.

- Rental through lease agreement of a built office space.
- Option to extend the lease agreement for a period of not more than twelve (12) months;
- Renewal option for a period of five (5) years.

3. MINIMUM REQUIREMENTS

The following minimum requirements are being specified for potential bidders to prepare their bids for the required accommodation:

	DESCRIPTION	YES	NO	COMMENTS
	The bidders shall submit proof of ownership in the form of a certified copy of the Title Deed of the property that indicates that the bidder is the owner of the building and has authority to offer the building or site to the PUCMA.			
4.	APPEARANCE			
	The appearance of the accommodation must be acceptable to the PUCMA as per the requirements outlined below and must enhance the corporate image and branding of the PUCMA.			
5.	OCCUPATION DATE			
	The building should be completed and ready for occupation by 01 August 2026. Therefore, successful bidders must submit a building program with key milestones demonstrating how this can be achieved and will be adhered within the given time frame. To ensure that the business of the PUCMA commences effectively on 01 August 2026, the successful bidder must allow beneficial occupation of one (1) month prior to the occupation date of 01 August 2026, to the PUCMA at no cost.			
6.	TURN-KEY SOLUTION ABILITY BY BIDDER			
	The PUCMA is looking for a turn-key solution, therefore the bidders must demonstrate the capability and ability to provide a turnkey installation service so as to be one-stop service provider should the PUCMA require such services from the Service Provider. Bidders must submit a profile of all the accommodation related services they provide and submit a separate price or rate for such services. Prepare technical Terms of Reference and produce a list of items (Bill of Quantities – breakdown of the TI costing) to be included as part of the Tenants Installation (TI) requirements regarding issues related to, but not limited to the following options:			

	DESCRIPTION	YES	NO	COMMENTS
	<ul style="list-style-type: none"> ▪ Space planning, Interior design and Architecture; ▪ Engineering (Mechanical, Electrical, Electronic, Acoustics, Occupational Health and Safety Act Compliance, Fire Fighting Equipment (smoke detection and prevention services), Emergency provisions Emergency Exits, Lifts (provision for goods and passengers), Air-conditioning, Installation of a Public Announcement system, Uninterrupted power supply (UPS) and alternative back-up power supply, emergency lighting on stair cases. Emergency water supply etc.); and ▪ Facilities and Operation Systems and Management (A draft Service Level Agreement (SLA) must be submitted by bidder within a seven (7) working days upon receiving the Letter of Appointment; as including any other Agreement/s that must be in place between the Lessor and Lessee such as a Building Maintenance Contract, this may be utilised as the basis of negotiating the Lease and SLA. 			
7.	LOCATION			
7.1	<p>The PUCMA requires a suitably compliant Service Provider to submit proposals for the leasing of office premises in the outskirts of Durban but within a radius of 10 km of the current offices at Southern Life Building, 88 Joe Slovo Street, Durban for a period of five (5) years, commencing 01 August 2026. The PUCMA is considering Grade A or higher office space, approximately ± one thousand, nine hundred and sixty (1,960) square meters of gross leasable area – (10%) increase to accommodate the PUCMA structure of one hundred and thirty (130) personnel as per the approved proposed structure with the possibility of a ten (10) % increase in personnel within the next five (5) years.</p> <p>Note: Service Provider to indicate gross usable and non-usable space.</p>			
7.2	<p>Requirements are based on the concept that exclusive closed offices are required for Executive and Senior Management, some of the staff and/or sharing offices for some personnel, (Depending on the area space as projected at 1,960 square meters.</p>			
7.3	<p>The location for office premises must be accessible from all major routes, preferably within walking distance from public transport services.</p> <p>The building must provide a secure environment that promotes safety of personnel and visitors of the PUCMA; therefore preference will be given to a building that is stand-alone or a stand-alone block within a secure building complex with its own dedicated entrance / exit to and from the building by personnel, clients and service providers.</p>			

	DESCRIPTION	YES	NO	COMMENTS
7.4	A security infrastructure for the offices will be required to ensure that any risk/s attached to the prospective building is brought to the attention of the PUCMA.			
7.5	<p>Given the nature of the work of the organization and to ensure effective utilisation of office space, the PUCMA must be consulted on the interior design of the building to enable the PUCMA to customise its office space in line with the organisation structure.</p> <p>All site related issues such as zoning rights, servitudes, municipality requirements, eco-friendly building (environment), heritage, and other related statutory requirements must be observed. Proof of clearance should be submitted with the bid</p>			
7.6	The building must have access for people with disabilities (e.g. wheelchair ramp), with at least a minimum of two (2) parking bays and toilet facilities.			
7.7	The prospective bidder must allow for visible signage to be erected by the Lessee.			
7.8	<p>The required number of parking bays must be provided within the same building or premises, preferably no sharing of parking bays with other entities. In accordance with the municipal by-laws and in relation to the size of the building, the required minimum secure on site-parking must be available.</p> <p>Excluding the minimum requirements by law, the PUCMA requires one hundred (100) secure parking bays Available 24 hours, including visitor's open undercover parking and parking bays for persons with disabilities.</p>			
8.	ACCOMMODATION REQUIREMENTS			
	<p>The accommodation must be provide for the following accommodation standards, but not limited to:</p> <p>Heating, Ventilation and Air-Conditioning (HVAC); Applicable laws and by-laws by the Bidder. Implementation of Smoking by laws and Occupational Health and Safety Regulations; Toilet facilities. Drinkable municipal water supply. Emergency water supply; Electrical supply. Uninterrupted power supply – installation and maintenance thereof; The building must have a continuous emergency power supply enough to carry the electrical needs of the office during a power outage(e.g. alternative power supply). This must be maintained by the bidder to ensure minimal interruption of electrical service. Network and Communication Trunking; Fire risk management / Smoke detectors / Sprinklers;</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>Access control (Door Entrance) Accessibility to the building for staff members, visitors and people living with disabilities. Accessibility for deliveries. Kitchen facilities. Infrastructure set-up for television and satellite; Facilities for Cleaning and Security Personnel; Parking facilities. Refuse bins (municipal) and collection; Recycling bins (municipal) and collection. Security. Garden services and maintenance; and</p> <p>Maintenance and Repairs: It is required that in the case of a lease the landlord be responsible for all building maintenance, not limited to the following, service and repairs in respect of accommodation, electrical, plumbing, air-conditioning, lifts, fire equipment, general maintenance including repairs to doors, door-handles, light fixtures, light bulbs; ceiling boards, light switches, plug-points, repairs hydroboil which forms part of the building.</p> <p>The bidder must in addition to the Service Level Agreement (SLA) as indicated in paragraph 6, also include a Maintenance and Repairs SLA for the duration of the agreement as indicated above.</p> <p>As part of the turn-key solution, the bidder must provide access to entrances and demarcated enclosed work areas for installation of security systems, access control systems and controllers, magnetic locks, possible CCTV maintenance thereof.</p> <p>The PUCMA may decide to either appoint the successful bidder or its own supplier/s to provide security cameras, access control, IT hardware requirements and telephone systems. The PUCMA will be responsible for the maintenance of any internal installation thereof.</p>			
8.1	Heating, Ventilation and Air-Conditioning (HVAC)			
8.1.1	<p>The ventilation of the building must be in accordance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993).</p> <p>The building should be fully air-conditioned, and the air conditioning system should be sufficiently adequate to provide a summer / winter working environment compliant to industry standards. There should be a contract in place for all maintenance, repairs and replacements undertaken by the bidder. Separate controls for each of office areas.</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>The air-conditioning installation / units should have a remaining life expectancy of at least five (5) years. A Mechanical Engineer's Certificate/ assessment report on the condition of the air-conditioning installed in the building will be requested at the bidder's cost.</p> <p>Provisioning must be made for the air-conditioning system to:</p> <ul style="list-style-type: none"> ▪ be connected to a programmable HVAC building management system (BMS); ▪ be on a timer for different building zones. ▪ be able to control temperatures for each section of the building and different office spaces. ▪ comply with all SANS and South African Bureau of Standards (SABS) codes and Health and Safety codes. ▪ be energy efficient (in terms of design and functionality) with heat capture; and be of a low noise and low-vibration type. 			
8.2	Applicable laws and by-laws by the Bidder			
8.2.1	<ul style="list-style-type: none"> ▪ The building must comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. ▪ 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 0040). ▪ The Municipal by-laws and any special requirements of the local supply authority. ▪ The local fire regulations by the Municipality. ▪ The building must comply with strategies that underpin the government green building strategies. <p>Certificates of compliance with the regulations must be provided in the bid proposal.</p>			
8.3	Implementation of Smoking by-laws and Occupational Health and Safety Regulations			
8.3.1	<p>The building must be compliant with the Products Control Act 83 of 1993, as amended (with regards to the smoking by-laws). Provisions must be made for clearly marked / designated areas for smokers outside the building.</p> <p>The building must also make provisions for emergency exits and designated safety area(s) – Assembly Point, in the event of an emergency in compliance with the Occupational Health and Safety Act.</p>			
8.4	Toilet facilities			

	DESCRIPTION	YES	NO	COMMENTS
8.4.1	<p>The building must have fully functional toilet facilities available to the PUCMA, either new or refurbished. The following norms shall be applied:</p> <p>Male staff</p> <p>One toilet for every eight (8) persons;</p> <p>One (1) urinal for every fifteen (15) persons;</p> <p>For every two (2) toilets, at least one (1) hand-wash basin with hot and cold water, including a waterproof vanity slab around the basin, including wall mirrors; Standard equipment including toilet holder dispensers for each toilet, auto-hand-towel dispenser for each bathroom, hand sanitiser (soap dispenser) holder for each bathroom and bin for each bathroom.</p>			
8.4.2	<p>Female staff</p> <p>One toilet for every eight (8) persons;</p> <p>For every two (2) toilets, at least one (1) hand-wash basin with hot and cold water, including a waterproof vanity slab around the basin, including wall mirrors;</p> <p>Standard equipment including toilet holder dispensers for each toilet, auto-hand-towel dispenser for each bathroom, hand sanitizer (soap dispenser) and or dryer f o r each bathroom and bin for each bathroom.</p>			
8.4.3	<p>Toilet facilities (Persons with Disabilities)</p> <p>The PUCMA is committed to providing suitable amenities for people with bodily constraints.</p> <p>Toilet facilities for people with disabilities (staff and visitors) must be provided according to the National Building Regulations.</p>			
8.5	Water supply			
8.5.1	The municipal water supply should be metered separately. Water efficient mechanisms should be considered and installed, with emergency back-up services.			
8.6	Electrical supply			

	DESCRIPTION	YES	NO	COMMENTS
8.6.1	<p>The electrical supply to the office accommodation must provide for supply of power, in terms of the respective laws and by-laws of the Municipality.</p> <p>Note: T h e bidder must provide a certificate of compliance.</p> <p>The power supply should be metered separately. The installation must comply with all relevant regulations and by-laws of the responsible Municipality. It must be considered that all operational staff at the PUCMA are equipped with either a desktop computer or laptop. There are also IT servers and other electronic equipment being operated by the PUCMA such as biometric systems. The quality and capacity KVA of incoming power supply should thus be able to meet the PUCMA's requirements. The building must have a continuous emergency power supply enough to carry the electrical needs of the office during a power outage (i.e. back up alternative power supply). This must be maintained by the bidder to ensure minimal interruption of electrical service.</p> <p>Note: The PUCMA will not contribute to any upgrading / provisioning of additional power supply to the building. An Electrical certificate of compliance must be provided to the PUCMA as <i>prima facie</i> proof that all electrical installations in the building are safe and comply with the rules and regulations set out in the South African National Standards.</p>			
8.7	Power Points			
8.7.1	<p>Power points to be provided in office areas and general communal areas as indicated below, the prospective bidder to advise accordingly:</p> <p>Each person will be equipped with one (1) single normal power point and one (1) red dedicated power point.</p> <p>Normal power points to be provided for multifunction machines (printers) also in areas where plotters, laminated machines are used as well as in kitchens, boardrooms, lounges, staff pause area, security room etc. (operational areas).</p> <p>Single-phase 15 Amp socket outlets in passages and operational areas shall be provided for cleaning and maintenance.</p>			
8.8	Uninterrupted Power Supply (UPS) Requirements			
8.8.1	<p>The landlord must make provisions for the installation of a high-quality UPS unit to cater for server requirements as well as work areas for a period of up to six (6) hours in the event of a power failure or incident in which there is no power to the building.</p> <p>The landlord must provide a dedicated DB board for the server room with its own UPS maintained by the landlord in conjunction with the PUCMA.</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>A minimum of twenty (20) red plugs to be provided in the server room. The UPS should sustain for a period of six (6) hours in the event of a power failure or incident in which there is no power to the building.</p> <p>The Landlord must comply with all ICT requirements according to best IT practices for the server room, relating to trucking and cabling.</p>			
8.9	Emergency Power Supply – Solar Panels, Inverters			
8.9.1	<p>The Landlord must provide, if not already installed an office space that has solar panel, inverters, batteries, etc. installed in terms of building regulations. The Landlord will also be responsible for the maintenance thereof.</p> <p>The building must have a continuous emergency power supply enough to carry the electrical needs of the office during a power outage (i.e. back up /alternative power supply). This must be maintained by the bidder to ensure minimal interruption of electrical service</p>			
8.10	Lightning protection			
8.10.1	The building should have sufficient lightning protection. Configuration as required by the National Building Regulations. Proof of installed lightning surge protection must be provided as part of building handover.			
8.11	Lighting			
8.11.1	<p>The illumination of the building must comply with the minimum requirements of the National Building Regulations and cater for energy-saving functionality, (preferably the building must be compliant to the green environment). Lighting will be provided by the landlord up and down all stairs at all times.</p> <p>Electricity efficient mechanisms should be considered and/or installed for both day and night. The lighting design shall take into consideration the type of work that will be performed in open space areas as well as in computer-based work and printing areas.</p> <p>All work areas need to be provided with a light switch in a suitable position close to the access/exit door.</p>			
8.12	Control			
8.12.1	Each functional area shall have independent control of lights and emergency lights shall comply with the National Building Regulations.			
8.13	Network and Communication Trunking			
8.13.1	The overall installation for network and communication trunking should be in place by the landlord, however the building should allow for additional installation of adequate network and communication trunking needs to be available between the respective floors for the installation of network and communication trunking.			

	DESCRIPTION	YES	NO	COMMENTS
	<p>Depending on the design layout of the offices in the open space areas, cabling must be professionally installed in accordance with the latest technological standards, to cater for the environment as well as avoid any associated risks.</p> <p>The Landlord in conjunction with the PUCMA must take into account all ICT requirements according to best IT practices in the server room and working areas that is legislated by law.</p> <p>All certificates of compliance must be submitted prior to occupation of the building.</p>			
8.14	Fire Protection and Risk Management / Smoke Detectors / Sprinklers / Fire Extinguishers Services			
8.14.1	<p>Fire control and safety and risk management shall be in full compliance with the National Building Regulation and approved SABS.</p> <p>The PUCMA will require a complete Automatic Sprinkler Inspection Bureau (ASIB) report as well as Sprinkler Identification Schedule to be submitted along with all other information regarding Fire Compliance.</p> <p>Smoke detection devices installed, the prospective bidder must indicate which area it covers.</p> <p>The landlord must provide a complete Fire Extinguishers Services including fire extinguishers, hose, hydrants fire detectors, fire sprinklers etc. and maintenance thereof.</p>			
8.15	Vertical Movements			
8.15.1	Stairs			
	Stairs should allow free and easy flow of personnel also serving as emergency exits. Emergency exits must be compliant in terms of building regulations.			
8.15.2	Lifts			
	<p>Taking into account rules as set out in the SA Standard Code of Practice for the Application of the National Building Regulations and Municipal by-laws.</p> <p>The PUCMA requires that if the building offered consists of floors not accessible from ground level by disabled persons, it shall be provided with at least one (1) lift to be utilised as a passenger lift to transport at least eight (8) persons as well as to serve as a goods lift with a minimum payload of 1 000kg at any given time.</p> <p>The minimum clear entrance to the lift shall be of such dimension that it will be accessible for a wheelchair. If the building has a basement or other parking area, the lift shall also serve that area.</p> <p>The number of lifts required to service functional areas must be sufficient, serving as a passenger as well as a goods lift.</p>			

	DESCRIPTION	YES	NO	COMMENTS
	<p>Lifts shall have a voice announcing lift movements.</p> <p>It is essential that all lifts are maintained in accordance with the applicable legislation, and a certificate of confirmation will be required.</p> <p>The prospective bidder must hand over, provide the PUCMA with a certificate of the lifts being in good working condition.</p>			
8.16	Carrying Capacity of Floors			
8.16.1	Floors to allow a carrying capacity for a normal office environment. Allowance should be made for medium bulk steel filing cabinets on tracks, if need be.			
8.17	Acoustics and Noise			
8.17.1	All outside noises shall be reduced to an acceptable level that allows personnel to perform their functions without undue disturbance.			
8.18	Parking facilities			
8.18.1	As indicated under point 7 "Location".			
8.19	Refuse bins and collections			
8.19.1	The building must provide municipal bins for the deposit of garbage as well as collection thereof, a designated area for the storage of bins.			
8.20	Recycling bins and collections			
8.20.1	To assist in promoting a greener environment, it is required that the building must provide municipal recyclable bins for the purpose of separating waste, plastic, glass etc.			
8.21	Security			
8.21.1	<p>The proposed building should preferably have a fully functional security and access control system. The system should allow for safe entering and exiting of the PUCMA personnel and visitors, a safe working environment and the protection of vehicles and assets.</p> <p>The PUCMA does not object to sharing the same building with other tenants, however the PUCMA does not prefer to share the same floor with other tenants for security reasons.</p> <p>The perimeter of the premises must be adequately secured to ensure no unauthorised access outside. The external perimeter must be well illuminated at night as the illumination must be secured against the building illuminating the perimeter fence.</p>			
8.22	Accessibility to the Building by Persons with Disabilities			
8.22.1	The building shall accommodate people living with disabilities and comply with the relevant acts, regulations and municipal by-laws.			
8.23	Kitchen facilities with lunch area			

	DESCRIPTION	YES	NO	COMMENTS
8.23.1	Provisions are to be made for a built-in kitchenette area with counter-tops and cupboards on each floor in the building with a lunch area to accommodate for a minimum of two (2) four (4) seater table, with a double sink, mixer taps. Preferably geyser installation (hot /cold water). The kitchen must have power points to accommodate			
8.24	Staff Pause Area			
8.24.1	Provisions is to be made for a suitably secure designated pause area to cater for board and committee meetings in close proximity to the main boardroom within the building with sufficient space for seating.			
8.25	Facilities for Cleaning and Security Personnel			
8.25.1	Provisions must be made for a cleaner's room for cleaning equipment and materials. The cleaner's room need to be provided with a drip sink and 4m long shelve and sufficient cross ventilation, preferably by means of an outside window. The facility shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals. Separate ablution facilities, in or not within the office environment, must be provided for security and cleaning personnel to utilise as change and rest rooms.			
8.26	Infrastructure set-up for television and satellite			
8.26.1	The landlord must provide functioning infrastructure for television and satellite.			

SCHEDULE B

9. ACCOMMODATION REQUIREMENTS FOR THE PUCMA

The requirements for office space for the PUCMA are indicated as per the tables below:

9.1 OFFICE SPACE LAYOUT AND DESIGN

To ensure that office space is utilized efficiently, the PUCMA has considered for its Executive and Senior Management personnel enclosed private offices, which is situated adjacent to office interior perimeter walls, allowing an open and flexible floor space located between the natural light source and partitioned rooms.

In the case of non-managerial personnel, enclosed workstations or semi-opened workstations and/or sharing offices have been considered, depending on the available floor space in the open plan setting.

All work areas need to be fitted with access doors with high quality rotor hinges for high volumes usage to a fire rating approved by the Local Fire Department or Local Municipality and capability being fitted with access control.

Filing and storage space will also be required to store documents (archive) / assets / stationery etc. which will be designed in accordance with the relevant Divisions/Units.

TABLE A: THE BELOW TABLE PROVIDES THE OFFICE SPACE LAYOUT AND DESIGN

The PUCMA is considering both single store (single level) and/or and multiple store (multiple levels), which must accommodate the specifications/requirements as indicated in the proposal.

TYPE DEFINITION	LAYOUT DESCRIPTION
PROPOSAL MUST BE SUBMITTED ON EACH OPTION	
Type A: Top Executives	Open area (PA) leading to Executive office suite accommodation CEO, Board Secretary, Committee Secretary, Manager in the CE's Office, visitors' reception area, Board Room (small board meetings), filing room/s office, sharing common printing area
Type B: Executive Management (Departmental Managers)	Open-area (Administrative Assistants) leading to office suites accommodating 3 Executives, meeting area (round table with 4 chairs) and filing room and sharing. common printing area – in line with reporting structure
Type C: Senior Management	Closed offices, accommodating Senior Management and filing room sharing common printing area – in line with reporting structure

Either: Type D: Sharing Offices and/or Type E: Small Offices and/or Type F: Workstations (Open-plan / Semi Open-plan)	Small Offices x1, Sharing x2 Enclosed Offices, Open (Systems) Workstations, 2/4 seater workstations, demarcated by privacy glass or fabric screens, filing cabinet.
Type G: Other Space Area	Enclosed

9.1.1. OFFICE SPACE REQUIREMENTS

DESCRIPTION OF ROOM / ASSIGNABLE AREA	PROPOSED PU	NORM PER PU	ASM	OFFICE TYPE
Chief Executive	1	25	25	A
Director (Incl Chief Engineer and Board Secretary)	5	20	100	B
Deputy Director	3	16	48	C
Deputy Director	4	16	64	C
Assistant Director	4	10	40	D
Assistant Director	9	10	90	D
Senior Practitioner	11	8	88	D
Practitioner	23	8	184	D
Clerk Production	25	6	150	D
Legal Administrative Officer	1	8	8	D
Control Environmental Officer Grade A - B	6	16	96	C
Control Engineering Technician Grade A-B	4	16	64	C
GISc Professional (Production) Grade A-C	1	12	12	D
Scientist Manager Grade A-B	1	16	16	C
Environmental Officer Specialised Production	5	10	50	D
Environmental Officer (Production) Grade A - C	14	10	140	D
Engineering Technician (Production) Grade A-C	3	12	36	D
GISc Technician (Production) Grade A-C	1	10	10	D
Scientific Technician (Production) Grade A-C	2	10	20	D
Engineer (Production) Grade A-C	1	10	10	D
Scientist (Production) Grade A-C	7	10	70	D
Total	131		1321	

9.1.2. COMMUNAL SPACES

Facility	Layout Description	PROPOSED PU	NORM PER PU	ASM
Formal Board Room	60-seater Board Room	1	60	60
Meeting Rooms (Executive suite Plus 4 other meeting rooms) Small Offices Type E	30 x Seater Meeting Room	5	30	150
Meeting/Training Room (Internal/External Engagements) Other Space Area Type G	100 x Seater Meeting/Training Room	1	100	100
Kitchen and eating area for Formal Board Room	Kitchen with inter-leading double doors to the Board Room	1	20	20
Kitchen including lunch area (Beverage Counters, Kitchenette) Small Offices	Countertop with drawers, double sink, power points for fridge, water cooler,	4	16	60

Facility	Layout Description	PROPOSED PU	NORM PER PU	ASM
Type E	microwave, 2x 4-seater (table and chairs – steel), hydro boil, etc.			
Cafeteria area		1	100	100
Records Management Storeroom (Strong room)	Enough space for 100 filing cabinets	5	100	100
Library (Information Centre) (Enclosed) Other Space Area Type G	Enough space for 2 to4-seater workstations (reading center), 1 x bar counter tabletop with 6 chairs (help desk center), shelves and or filing cabinets	1	20	20
UPS room	with Air-conditioning, fire detection and fire suppression system, heat monitoring system, water monitoring system, server room door must fireproof, the wall must mortar bricks with a raised floor	1	4	4
ICT Facility (Server Room) Small Offices Type E	Compliant in terms of the SITA minimum requirements for server rooms for Government / Parastatals institutions in which the facility has a raised floor aligned with international best practices to prevent potential water damage in the event of any water leakage in the building. The server room should be waterproof as well as fireproof. The server room must be equipped with a suitable and sizeable independent air-conditioning unit to cater for the computer equipment. The landlord must provide a fire detection and suppression system for the server room according to best IT practices. The air-conditioning unit shall be linked to a fire detection and suppression system that automatically shut down in an event of a fire. Provisions must be made to install an access control system as well as CCTV cameras to the server room.	1	16	16
Strong room (Walled enclosure). Provision for a built-in safe wall safe. Other Space Area Type G	Secured enclosed office x1 to include steel shelves and cabinets.	2	16	32
Equipment Work Centre	To accommodate printers, mapping, binding etc. equipment, 1x working area (table)	4	12	48
HRA stationery / grocery Office (Storage room) Other Space Area Type G		2	9	9
Cleaning material storeroom (Enclosed) Small Offices Type E	Cleaning Services Centre (Storage Facility for detergents and equipment); and rest-room facility	1	6	6
Facility for Cleaners and	Change and rest room	1	16	16

Facility	Layout Description	PROPOSED PU	NORM PER PU	ASM
Security Personnel (Enclosed) Small Offices Type E				
Assets storeroom for Disposal and stationery	1	1	70	70
Reception Area Type F	1x Reception Desk (Bar-countertop), Power points	1	20	20
Toilet Facilities	As indicated above: Males Females People with Disabilities			
Sick Bay	Sick Bay Room Wide door space to accommodate a single-bed on wheels; wash basin with mixer; counter-top with cupboard space. Enclosed Small Offices Type E	1	16	16
Security Control Centre (Enclosed) Small Offices Type E	Maximum of 3 personnel	1	16	16
Secure parking area (basement) and/or secure undercover open parking, Disabled ramp	As indicated under Location.			
Filing Rooms for Executive, Finance, Water Resource, CME, Water Resource Planning and CSS Other Space Area Type G	Compliant with filing regulations and storage procedures (Document Management and Assets) *Secured enclosed office x1, provisions to be made for filing space/movable steel cabinets on rail x2, including table Space.	6	10	60
Auditing Rooms	1x 12-seater Auditing room, (Rectangular table with slim high-back chairs)	1	12	12
SUB-TOTAL				645

9.3 RENTAL AREA AVAILABLE

9.3.1	Provide the size of rentable area available for this bid.	_____m ²
9.3.2	Parking Facilities	
9.3.2.1	Provide the number of closed parking bays available for the bid.	_____bays
9.3.2.2	Provide the number of open or shaded parking bays available for this bid.	_____bays
9.3.3	Useable Area Available	
9.3.3.1	Provide the size of useable area available.	_____m ²
9.3.4	Additional Storage Space	
9.3.4.1	Additional storage space, if any.	_____m ²

SCHEDULE C

10. EVALUATION CRITERIA

Bids will be evaluated in 5 phases as per PPPFA, Act No.5 of 2000 (PPPFA). The bidder scoring the highest points in phase 4 (Price and Specific Goals) will be recommended for award. Four (4) evaluation phases as follows:

- Phase 1: Mandatory Requirements
- Phase 2: Functionality Requirements
- Phase 3: Administrative Compliance
- Phase 4: Site Inspection
- Phase 5 Price and SCM Policy specific goals.

Phase 1:

Mandatory Requirements

Failure to submit any of the documents listed below will render your bid non-responsive and will be disqualified.

Yes - list the relevant documents required on the table below.

Table 1

No	Criteria	Yes	No
1	Occupation Certificate that the building is in existence; and is a Grade A or higher office Building		
2	Proof from a Registered Architect		
3	Completed and Signed Bidders Documents and Checklist		
4	Occupational Health and Safety (OHS) Certificate		
5	Fire Regulations Certificates		
6	Zoning Certificate from the respective Local Municipality		
7	Code of Practice for the Wiring of Premises		
8	Turn-Key Solution Ability by Bidder must be in line with paragraph 6 of the TOR		
9	Attendance of Compulsory Briefing session and signing of attendance register		
10	Proof of ownership in the form of a certified copy of the Title Deed of the property		
11	INCLUDE A DESCRIPTION TO ENSURE THAT THE SP CAN PROVIDE PARKING (e.g Approved parking Plan by the Municipal Council / Architect / Registered Professional Authority		
12.	Audited annual financial statements for the past three years or since the date of establishment if established during the past three years .		

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indicate deviation
PHASE 1: MANDATORY REQUIREMENTS					
1.1	During Phase 1 all bids will be evaluated to ensure compliance with all document requirements ensuring that all documents have been completed and that the compulsory specified documentation has been submitted in accordance with the bid requirements. Bids that comply with the all requirements will advance to Phase 2 of the evaluation.				
PHASE 2: FUNCTIONALITY					
2.1	Functionality will count out of 100 points. Bidders must achieve a minimum score of 70 out of 100 on the functionality evaluation to proceed to the next phase. Bids that score less than 70% of the points available for functionality will be eliminated from further consideration. Points will therefore not be awarded for their cost proposals or for preference.				
2.2	All bids that advance to Phase 2 will be evaluated by a Bid Evaluation panel to determine compliance with the functional requirements of the bid.				
2.3	The functional evaluation will be rated out of 100 points and the evaluation criteria and weights for functionality are indicated in paragraph 6 point 6.1 will apply.				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indi
PHASE 3: ADMINISTRATIVE COMPLIANCE					
Bidders are required to comply with the documents listed below					
	Criteria	Yes	No		
1	Companies must be registered with National Treasury's Central Supplier Database and must submit CSD report. Provide MAAA number on SBD1				
2	Tax compliant with SARS (to be verified through CSD or SARS). Attach Tax Compliance status PIN page				
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of CIPC / CIPRO certificate.				
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)				
5	Complete, sign, submit SBD1, SBD 4, SBD 6.1, SBD 3.2				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indi
	PHASE 4:SITE INSPECTION A physical site inspection will form part of the evaluation of the bids as the panel will require access to the proposed accommodation to inspect:				
	LOCATION AND ACCESSIBILITY				
	Criteria	Yes	No	Score (1-5)	Comments
	Located within required radius of the specified area				
	Accessible via major roads and transport routes				
	Close to public transport facilities				
	Accessible for persons with disabilities				
	Suitable surrounding environment				
	Subtotal: _____ / 25				
	BUILDING CONDITION				
	Criteria	Yes	No	Score (1-5)	Comments
	Structural condition of building is acceptable				
	Floors, walls and ceilings in good condition				
	Adequate lighting and ventilation				
	Elevators/lifts functional (if applicable)				
	Overall maintenance and cleanliness				
	Subtotal: _____ / 25				
	OFFICE SPACE SUITABILITY				
	Criteria	Yes	No	Score (1-5)	Comments
	Adequate total office floor space				
	Reception area available				
	Boardrooms / meeting rooms available				
	Adequate offices or open-plan workspace				
	Storage and filing areas				
	Subtotal: _____ / 25				
	ICT AND INFRASTRUCTURE				
	Criteria	Yes	No	Score (1-5)	Comments
	Fibre or high-speed internet available				
	Network cabling infrastructure				
	Space available for server room				
	Reliable electricity supply				
	Backup power supply (generator/inverter/UPS)				
	Subtotal: _____ / 25				
	SAFETY AND SECURITY				
	Criteria	Yes	No	Score (1-5)	Comments
	Access control system				
	Security personnel available				
	CCTV surveillance				
	Fire extinguishers and fire safety systems				
	Emergency exits clearly marked				
	Subtotal: _____ / 25				
	FACILITIES AND AMENITIES				
	Criteria	Yes	No	Score (1-5)	Comments
	Adequate restroom facilities				
	Kitchen / kitchenette available				
	Air conditioning / ventilation system				
	Cleaning and maintenance services				
	Accessibility for disabled persons				
	Subtotal: _____ / 25				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indi
	PARKING AND EXTERNAL AREA				
	Criteria	Yes	No	Score (1-5)	Comments
	Adequate parking for staff				
	Visitor parking available				
	Safe and secure parking area				
	Accessible entrances and exits				
	Good condition of surrounding premises				
	Subtotal: / 25				
	COMPLIANCE REQUIREMENTS				
	Requirement	Yes	No	Comme	
	Zoning compliant for office use				
	Occupational Health and Safety compliant				
	Building compliance certificates available				
	Fire compliance certificate				
	SUMMARY OF SCORES				
	Evaluation Section	Score			
	Location and Accessibility				
	Building Condition				
	Office Suitability				
	ICT Infrastructure				
	Safety and Security				
	Facilities				
	Parking				
	TOTAL SCORE	/175			
	<input type="checkbox"/> Premises Complies Fully with requirements				
	<input type="checkbox"/> Premises Complies Fully with requirements				
	<input type="checkbox"/> Premises Complies Fully with requirements				
PHASE 4: AWARDING OF POINTS FOR PREFERENCES/SPECIFIC GOALS					
4.1	The bidders that have successfully progressed through to Phase 3 will be evaluated in accordance with the 80/20 preference point system contemplated in the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). 80 points will be awarded for price and 20 points will be used for B-BBEE status level of contribution.				
4. PRESENTATIONS					
4.1	The PUCMA may request presentations by the bidders ranked first to third once price and preference points have been combined. The PUCMA may, if it is considered in the interest of the institution, expand the shortlist to include more bidders.				
4.2	Bidders required to attend a presentation will be notified at least three (3) working days prior to the date.				
4.3	Presentations will be made to the full Bid Evaluation Committee.				
4.4	Presentations will NOT affect the points awarded for functionality.				

No.	Evaluation Process	Compliance			
		Yes	No	Noted	If no, indi
4.5	The preparation costs and all expenses incurred will be for the bidder's own account.				
6. EVALUATION CRITERIA					
6.1	All qualifying bids will be evaluated in accordance with the criteria as stipulated in the table below.				

CRITERION	Rating						Weight	Total
	0	1	2	3	4	5		
The Bids will be evaluated on a scale of 1 – 5 in accordance with the criteria below. The rating will be as follows: 0= No information, 1 = Very poor, 2 = Poor, 3 = Good, 4 = Very good, 5 = Excellent								
1. Functionality								
Capacity of the Company							20	
Capacity in respect of:								
<ul style="list-style-type: none"> ▪ Management of leases (Profile in the bid document). 								
<ul style="list-style-type: none"> ▪ Accommodation in terms of the PUCMA requirements under point Minimum Requirements and providing the required building and accommodation. 								
<ul style="list-style-type: none"> ▪ Maintenance support, evidence provided in the proposal. 								
<ul style="list-style-type: none"> ▪ Company profile, proof of ownership of building and property insurance. 								
<ul style="list-style-type: none"> ▪ Turn-key solution ability by the bidder. 								
<ul style="list-style-type: none"> ▪ Five (5) positive reference letters from current and previous clients within the last ten (10) years, support of sub-contractors, methodology, etc. 								
Capability of the company							25	
Capability in respect of providing accommodation as per the bid requirements:								
<ul style="list-style-type: none"> ▪ Preparing the office design layout in accordance with the PUCMA's accommodation requirements. (Evidence to be included in the bid proposal, experience, skills, methodology, agreements with sub-contractors). 								
<ul style="list-style-type: none"> ▪ The Bidder must submit a detailed project plan, including timeframes supporting the occupation of the premises, 								
Layout Drawings:								
<ul style="list-style-type: none"> ▪ The prospective bidder must submit proposals on each option of the detailed layout drawing as per the office descriptions / layout design indicated in Table A and B, as well as other areas required for the building to be functional, including the usable space; and to further demonstrate that the proposed building can accommodate the PUCMA personnel, as listed. 								
<ul style="list-style-type: none"> ▪ The prospective bidder must have a photographic portfolio of the building with high-level space planning indicating that the accommodation needs of the PUCMA can be accommodated. 								

CRITERION	Rating						Weight	Total
	0	1	2	3	4	5		
<ul style="list-style-type: none"> The prospective bidder must, as part of the bid, provide a certificate in respect of the rentable / usable accommodation in terms of the of South African Property Owners Association (SAPOA) method for measuring floor areas in buildings. Also, taking into consideration spaces for the offices, passages, entrances, exits etc. and location of plants be positioned in such a way that routine maintenance of the building does not disturb operations or produce unacceptable noises during business hours. The layout drawing shall also indicate major vertical penetrations, columns spacing and sizes and any other building elements that may impact on the configuration of office layouts. The Landlord must provide, if not already installed an office space that has solar panel, inverters, batteries, etc. installed in terms of building regulations. The Landlord will also be responsible for the maintenance thereof. 								
<p>Floor Areas:</p> <ul style="list-style-type: none"> The prospective bidder shall provide the floor area as defined by the South African Property Owners Association Method for measuring floor areas in commercial and industrial buildings. 								
<ul style="list-style-type: none"> Floor area as defined by the South African Property Owners Association Method for measuring floor areas in commercial and industrial buildings not included. 								
<p>Property Area Description:</p> <ul style="list-style-type: none"> The prospective bidder shall provide a summary of the property including the stand number and sizes. 								
<p>Proof of Existence of Building and its Grade:</p> <ul style="list-style-type: none"> The prospective bidder shall provide an Occupation Certificate and proof from a Registered Architect that the building is in existence; and is a Grade A or higher office building. 								
<p>Project Management:</p> <ul style="list-style-type: none"> Detail project plan including work breakdown structure, critical path responsibilities and costing for tenant installations, detailed contingency proposal as indicated in the proposal. 								
<p>Technical Compliance and Compliance of Certificate Requirements</p>							10	
<ul style="list-style-type: none"> Overall compliance in respect to the bid proposal in terms of the technical specifications and compliance with certificate requirements of the bid submitted. 								
<p>Security Requirements</p>							10	
<ul style="list-style-type: none"> The proposed building should preferably have fully functional security and provisions for access control systems. The system should allow for the safe entering and exiting of the PUCMA personnel and visitors, a safe working environment and the protection of vehicles and assets. 								
<ul style="list-style-type: none"> The PUCMA does not object to sharing the same building with other tenants, however the PUCMA does not prefer to share the same floor 								
<ul style="list-style-type: none"> The perimeter of the premises must be adequately secured to ensure no unauthorised access from outside. The external perimeter must be well illuminated at night as the illumination must be secured against the building illuminating the perimeter fence. 								

CRITERION	Rating						Weight	Total
	0	1	2	3	4	5		
Occupation Date and Location of Accommodation							10	
<ul style="list-style-type: none"> Availability of the building for beneficial occupation by 01 August 2026 based on the bidders proposed program. Location within proximity as indicated under "Location 7.1 to 7.5". 								
Accessibility							5	
<ul style="list-style-type: none"> Access from all major routes such as N2, N3, Public Transport, Taxi's, Municipal Bus routes" as indicated under "Location". 								
Appearance							5	
<ul style="list-style-type: none"> The appearance of the accommodation must be acceptable to the PUCMA as per the minimum requirements outlined in the bid proposal and must enhance the corporate image and branding of the PUCMA. 								
Existing Infrastructure							10	
<ul style="list-style-type: none"> Existing Office Space as indicated in Table A and B, Server room, Perimeter Security, Filing Area, Storerooms, Emergency Power in the form of alternative power supply, UPS, Kitchen Areas, Pause Area, Chemical Facility Area. 								
Financial Stability							5	
<ul style="list-style-type: none"> Latest Audited Financial Statements and Letter from Financial Institution or any supporting evidence proving financial stability of company. 								
TOTAL POINTS FOR FUNCTIONALITY							100	
A prospective bidder should score a minimum of 70% to proceed to the next phase.								

SCHEDULE D: SPECIAL CONDITIONS OF CONTRACT

Guideline on Completion

- Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box.
- If the contents of the paragraph only need to be noted, please mark the NOTED box.
- The bidder must clearly state if a deviation from these requirements is offered and the reason, therefore.
- If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission.
- Bids not completed in the manner may be considered incomplete and rejected.
- Should bidders fail to indicate agreement/compliance or otherwise, the PUCMA will assume that the bidder is **not** in compliance or agreement with the statement(s) as specified in this bid.

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1. GENERAL CONDITIONS OF CONTRACT					
1.1	The General Conditions of Contract must be accepted.				
1.2	The Bidder must provide progress reports on the project bi-weekly as well as the final project close-out report. Bi-weekly reports will include deviations from any agreed milestones, risks identified, progress made and any other concerns that the bidder may have encountered in the process and cost incurred during the project stage, cumulative and for the week concerned.				
2. ADDITIONAL INFORMATION REQUIREMENTS					
2.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request must be submitted within 5 (five) working days or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.				
3. VENDOR INFORMATION					
3.1	All bidders will be required to provide vendor information and submit the organisation’s complete profile.				
5. CONFIDENTIALITY					

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
5.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
5.2	All bidders are bound by a confidentially agreement preventing the unauthorised disclosure of any information regarding the PUCMA or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval from the accounting authority or the delegate.				
6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT					
6.1	Copyright of all documentation relating to this assignment belongs to the PUCMA. The bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.				
6.2	Bidders shall not issue any press release or other public announcement pertaining to details of their project without the prior written approval of the PUCMA.				
6.3	In the event that the bidder would like to use any information or data generated in terms of the services, prior written permission must be obtained from the PUCMA.				
6.4	The PUCMA must own all materials produced by the bidder during, or as part of the services.				
6.5	Bidders are required to declare any conflict of interest they may have in the transaction for which the bid is submitted or any potential conflict of interest. The PUCMA reserves the right not to consider any further bid where such a conflict of interest exists or where such a Potential conflict of interest may arise.				
6.6	This clause 6 shall survive termination of this Agreement.				
7. PAYMENTS					
7.1	No advance payments will be made in respect of this bid. Payments shall be made in terms of the deliverables as agreed upon and shall be made strictly in accordance with the prescripts of the PFMA (Public Finance Management Act, 1999. Act 1 of 1999).				
7.2	The contractor shall from time to time during the duration of the contract, invoice the PUCMA for the services rendered. No payment will be contractor unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to the PUCMA.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
7.3	Payment shall be made into the bidder's bank account normally 30 days after receipt of an acceptable of a valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7.4	The contractor shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other moneys required to be paid in terms of applicable law.				
7.5	Where the Tenant undertakes remedial action due to the Landlord's failure to meet warranty obligations within the stipulated timelines, the Tenant may deduct the reasonable cost of such repairs directly from the next rental payment, provided written notice and supporting invoices are furnished to the Landlord.				
7.6	Performance Security (GCC Clause 7 – Expanded) The Landlord shall furnish an irrevocable, on-demand bank guarantee (or performance bond from a registered insurer) in the amount of 15% of the total 5-year rental value plus the full Tenant Installation (TI) cost (as per the priced BOQ). The guarantee shall be valid until 12 months after the expiry of the initial 5-year term (or any extension/renewal) plus any defects liability period. The PUCMA may call on the guarantee without notice for any material breach, including late occupation, maintenance failure, or TI defects.				
8. NON-COMPLIANCE WITH DELIVERY TERMS					
8.1	<p>The successful bidder must ensure that the work is confined to the scope as defined and agreed to.</p> <p>As soon as it becomes known to the contractor that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, the PUCMA must be given immediate written notice to this effect.</p> <p>The PUCMA is not obliged to award the complete project to a bidder. Should the bidder fail to meet the milestones agreed upon, the PUCMA reserves the right to award the project to another bidder.</p> <p>DIRECT APPOINTED CONTRACTORS BY THE PUCMA</p> <p>The PUCMA will require the appointed Landlord/Lessor to allow other service providers and/or contractors appointed/employed by the PUCMA to access the building during the construction and/or renovation period, so as to ensure that any identified Tenant Installation (TI) services that may be required by the PUCMA, which does not form part of the Landlord/Lessor's obligation is executed successfully service provider/s and/or contractor/s</p>				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	appointed/employed by the PUCMA.				
9. WARRANTS AND SECURITIES					
9.1	The Bidder warrants that: The Premises are structurally sound, safe, and suitable for use as office accommodation at the Commencement Date. It is able to conclude this Agreement to the satisfaction of the PUCMA. All essential services and infrastructure, including electrical connections, plumbing, water supply, sanitation, and air conditioning systems, are in proper working order and maintained in a state of continuous readiness. The Premises comply with all applicable building regulations, health and safety standards, and municipal by laws.				
9.2	Although the contractor will be entitled to provide services to persons other than the PUCMA, the contractor shall not without the prior written consent of the PUCMA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.				
9.3	The successful bidder (company, directors or members) may be subjected to a security screening/vetting process conducted by the (State Security Agency), if necessary.				
9.4	The successful bidders' sub-contractors appointed to render services in respect of the accommodation and in terms of the contract may be subjected to the security screening/vetting process conducted by the SSA (State Security Agency).				
9.5	Further to the company and directors being subjected to the screening/vetting process it shall be required that All employees directly involved in the execution of this contract are subjected to the security screening/vetting process by the State Security Agency, if necessary.				
9.6	In the event of an employee of the successful bidder found not to be secure competent, the bidder shall be requested to replace any such person with a security competent person.				
9.7	The bidder shall be required to ensure that no employee is replaced without the written approval of the PUCMA.				
10. PARTIES NOT AFFECTED BY WAIVER OR BREACHES					
10.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
10.2	No favor, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
11. RETENTION					
11.1	On termination of this agreement, the contractor shall on demand hand over all documentation, information, software, passwords, etc., without the right of retention, to the PUCMA.				
11.2	No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force and effect unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.				
12	OTHER SCC				
12.1	The anticipated commencement date for the lease and the occupation of the premises is 1 August 2026. The Service Provider must ensure that the building is ready for occupation by this date, having met all technical specifications and obtained the necessary Certificates of Occupancy.				
12.2	Should the Service Provider fail to provide occupation by the specified date, the PUCMA reserves the right to apply the penalties outlined in the "Penalties" and "Termination for Default" clauses.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.3	<p>Occupation Date, Beneficial Occupation and Liquidated Damages (GCC Clauses 21 & 22 – Expanded) The building must be ready for beneficial occupation by 1 July 2026 (free of charge for one month) and full occupation by 1 August 2026. Liquidated damages of R100 000 per day (or 1/30th of the monthly rental, whichever is higher) shall apply for each day of delay beyond 1 August 2026, up to a maximum of 20% of the contract value. The PUCMA reserves the right to cancel the contract and claim all relocation and alternative accommodation costs if occupation is delayed by more than 30 days.</p> <p>All pre-contract activities, including the preparation of the office space and the installation of required infrastructure (IT, security, and partitioning), shall be open to inspection by the PUCMA or its authorized representatives at all reasonable times.</p> <p>The Service Provider shall grant the PUCMA access to the premises during the building program phase to verify that the work aligns with the submitted floor plans and technical specifications.</p> <p>Before the commencement date of 1 August 2026, the Service Provider must conduct and pass all necessary tests to ensure the building is "fit for purpose." This includes, but is not limited to Testing of fire detection systems, alarms, and emergency lighting.</p>				
12.4	<p>Tenant Installation (TI) – Turn-Key Solution (GCC Clause 5 – Expanded) The Landlord shall provide a fixed-price, all-inclusive TI BOQ (no variations without prior written PUCMA approval). The PUCMA shall approve designs and contractors. A 10% retention shall be held until issuance of a Practical Completion Certificate and 12-month defects liability period.</p>				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.5	<p>Maintenance & Repairs SLA (GCC Clauses 11 & 23 – New SCC) The Landlord is solely responsible for all building maintenance (structure, HVAC (minimum 5-year remaining life with annual Mechanical Engineer certificate at Landlord’s cost), lifts, fire systems, electrical, plumbing, roof, external areas, gardens, rates, insurance).</p> <ul style="list-style-type: none"> • Response times: Emergencies – 4 hours; Critical systems – 24 hours. • Service credits: Automatic abatement of 5–10% of monthly rental per incident of downtime exceeding 4 hours. • Step-in rights: The PUCMA may appoint its own contractors and deduct costs plus 20% administration fee from rentals. A detailed Maintenance & Repairs SLA (draft to be submitted within 7 working days of Letter of Appointment) shall form part of the final contract. 				
12.6	<p>Insurance & Indemnity (GCC Clause 11 – Expanded) The Landlord shall maintain comprehensive property insurance, public liability (minimum R50 million) and professional indemnity cover (design phase), with the PUCMA named as co-insured and loss-payee. The Landlord indemnifies the PUCMA against all claims arising from non-compliance with OHS Act, National Building Regulations, fire safety or disability access.</p> <p>The Landlord shall, at all times during the Lease Term, maintain and keep in force comprehensive insurance over the Premises, including coverage for: Structural damage to the building; Fire, flood, storm, and other insurable risks; Public liability for injury or damage occurring on the Premises. The Landlord shall provide the Tenant with written confirmation of such insurance upon request.</p> <p>Persistent failure to insure shall constitute a material breach of this Lease, entitling the non defaulting party to terminate the Lease.</p>				
12.7	<p>Escalation & Gross Lease Rental escalation shall not exceed CPI (Stats SA) or 6% per annum, whichever is lower. The lease shall be gross (Landlord responsible for all rates, taxes, insurance, maintenance and utilities).</p>				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.8	<p>Termination (GCC Clause 23 – Expanded) The PUCMA may terminate:</p> <ul style="list-style-type: none"> • For convenience (3 months’ notice, compensation limited to 3 months’ rental); • On insolvency, change of control or repeated breach; • Immediately for safety/OHS/fire non-compliance. Upon termination the Landlord shall refund any prepaid rental and pay all relocation costs. • If the supplier is notified of an infrastructure defect and fails to remedy it within the SCC-stipulated period, it triggers the Purchaser’s right to terminate the contract in whole or in part. <p>The PUCMA, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, may terminate this contract in whole or in part:</p> <p>Failure to Deliver: If the Service Provider fails to provide the office accommodation or allow for property occupation within the period(s) specified in the contract (specifically by 1 August 2026), or within any extension thereof granted by the PUCMA.</p> <p>Failure of Performance: If the Service Provider fails to perform any other obligation(s) under the contract, including the failure to maintain essential services (electrical, plumbing, air-conditioning) or failing to meet the building program milestones.</p> <p>Unresolved Defects: If the Service Provider, having been notified of a defect or maintenance issue, fails to remedy the defect within twenty-four (24) hours of notification.</p> <p>Fraudulent Misrepresentation: If it is found that the Service Provider has engaged in corrupt, fraudulent or collusive or coercive practices in competing for or in executing the contract, particularly regarding the claim of specific goals or BBEE status.</p>				
12.9	<p>Audit, Access & Compliance Certificates:</p> <p>The PUCMA shall have unrestricted access for audits/inspections. The Landlord shall provide annual compliance certificates (OHS, fire, electrical, disability access, green building) at its cost.</p>				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.10	Dispute Resolution (GCC Clause 27 – Expanded) Amicable settlement (14 days) proceeded by AFSA arbitration (Durban seat, expedited rules) proceeded by High Court (Durban) for urgent interdicts (which are expressly preserved). The SCC should read: (The parties hereby consent to the exclusive jurisdiction of the High Court of South Africa, KwaZulu-Natal Local Division, Durban, for any proceedings arising out of or in connection with this contract.)				
12.11	General <ul style="list-style-type: none"> The Landlord warrants full compliance with all statutory requirements (National Building Regulations, OHS Act 85/1993, SANS, SAPOA measurement method, POPIA where applicable). Any deviation must be clearly stated in the bid; unstated deviations are deemed accepted. The final Lease Agreement and SLAs shall be signed by the PUCMA CEO or authorised delegate only. 				
13. SUBMITTING BIDS					
13.1	The TWO (2) ENVELOPE SYSTEM as indicated on page 1 requires: An original plus four copies of the bid , i.e. five documents in total should be handed in/delivered to: 303 Dr Pixley KaSeme Street, Delta Towers, Durban , 4001 <i>NB: Bidders are to indicate on the cover of each document whether it is the original or a copy</i>				
13.2	Bids should be in a sealed envelope, marked with: Bid number: PUCMA01PK Closing date and time: The name and address of the bidder				
14. LATE BIDS					
14.1	Late submissions will not be accepted. After the closing time of 11:00. The bid box shall be removed at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				
15. BRIEFING SESSION AND CLARIFICATIONS					
15.1	The PUCMA will be conducting a Compulsory Briefing session.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
15.2	Any clarification required by a bidder regarding SCM related queries please contact the Supply Chain Management Unit, Ndabas@dws.gov.za and Mbokazis@dws.gov.za and for technical assistance relating to the Terms of Reference please contact M.s. D Kruger via e-mail Kruger@dws.gov.za between 08:00 to 16:30 Mondays to Fridays.				
16. FORMAT OF BIDS					
16.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in English and simply presented.				
16.2	Bidders are to set out their proposal in the following format: Part 1: Response to the Terms of Reference Part 2: Noting of Evaluation Criteria and compliance to Special Conditions of Contract Part 3: Practical approach (Methodology and approach) Part 4: Capacity and Experience Part 5: Quality Control and Insurance Part 6: Completion of Standard Bidding Forms (SBD forms) Part 7: Tax clearance Pin Page Part 8: B-BBEE Certificate Part 9: Company profile				
17. DETAIL OF PROPOSAL DOCUMENTS					
17.1	Part 1: Response to the Terms of Reference (TOR's) Bidders must provide a detailed response to all aspects of the TOR's.				
17.2	Part 2: Noting of Evaluation Process and Criteria compliance with Special Conditions of Contract Bidders must complete indicating compliance / non-compliance or noted. In case of non-compliance details and referencing specific paragraphs is required.				
17.3	Part 3: Practical approach Bidders must, at least: Describe briefly the approach to be taken to source the office space; and Discuss the approach to utilize sub-contractors.				
17.4	Part 4: Capacity and Experience (Project Management) Time required to source the office space and complete relevant the lay-out design. Provision of time schedule. Ability to provide materials timeously; and Relationship with suppliers of materials, fittings etc.				
17.5	Part 5: Quality Control and Insurance Quality Control:				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	Describe your quality control mechanisms. Insurance: Provide details of local as well as international professional indemnity and accident insurance (if applicable).				
17.6	Part 6: Completion of Standard Bidding Forms				
	Bidders must complete and submit all SBD forms as indicated on point 10.1, as well as any other requirements as indicated in the proposal. <i>*Failure to provide this information shall invalidate the bid.</i>				
17.7	Part 7: SARS Tax Clearance Pin Page				
	SARS Tax Clearance Pin Page must accompany the proposal or will be verified through CSD. In case of a consortium/ joint venture, or where subcontractors are utilized, an original valid SARS Tax Clearance for each consortium/ joint venture member and/or subcontractor (individual) must be submitted.				
17.8	Part 8: B-BBEE Certificate				
	Bidders must submit a valid B-BBEE certificate where size of business is more than R10 million. Where size of business is less than R10million, a B-BBEE Exemption certificate or letter confirming the size of the company.				
17.9	Part 9: Company Profile				
	A comprehensive company profile of the organization which covers all aspects of the company from initial establishment, i.e. services rendered, management experience, company experience, company structure, experience in refurbishment of buildings, affiliation to controlling bodies, etc. <i>*Failure to provide this information may invalidate the bid.</i>				
	The bidders must provide a list of the contractors intended to be utilized for the building and accommodation refurbishment and maintenance in respect of this contract: The following details must be provided: Name of company: Company registration Number: Service to be provided:				
	The successful bidder may be required to complete a PUCMA Vendor application form and submit the required source documents. Unsuccessful bidders may register to be on the PUCMA supplier's database should they wish to do so. Bidders must comply with Treasury regulations.				
18. PRESENTATIONS					

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
18.1	The PUCMA reserves the right to invite bidders for presentations before the award of the bid.				
19. NEGOTIATION					
19.1	The PUCMA has the right to enter negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
19.2	Similarly, the PUCMA reserves the right not to select of the prospective service providers submitting proposals. (Disclaimer)				
19.3	The PUCMA shall not be obliged to accept the lowest of any quotation, offer or proposal.				
19.4	Only the proposal with the highest number of points for both price and B-BBEE shall be selected. Despite preferential procurement regulation 3(4), 4(4), 5(4), 6(4) and 8(8) that state that only the proposal with the highest number of points may be selected, a contract may, on reasonable and justifiable grounds, be awarded to a proponent that did not score the highest number of points.				
19.5	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form signed by the designated responsible person of both parties. The designated responsible person of the PUCMA is the CEO or his/her written authorized delegate.				
19.6	Documents submitted by bidders will not be returned.				
20. BIDDERS NOTIFICATION					
20.1	The SCM Unit will notify unsuccessful bidders via e-mail.				
21. DOMICILIUM					
21.1	The parties hereto choose domicilia citandi et executandi for all purposes of and in connection with the final contract as follows: Pongola uMzimkulu Catchment Management Agency: 303 Dr Pixley KaSeme Street Delta Towers Building Durban 4001				

11. ADDITIONAL REQUIREMENTS

11.1.1 The Service Level Agreement (SLA) must include but not limited to:

- Details of the Landlord/Lessor and Lessee
- Description/size of the Property
- Commencement Date
- Contractual Period
- Schedule indicating rental prices, including all operational cost for the duration as well as annual rental increases

- Termination Date
- Management of the Lease Agreement
- Allowable and non-allowable conditions
- Legal Obligations by both the Lessor/Lessee
- Responsibilities of the Lessor and Lessee, including provisions of building maintenance and repairs, property insurance, tenant installation, garden service and maintenance etc.
- The SLA must be signed with the prospective bidder of the building/Lessor and not an agency or third party

Prospective bidders must provide an offer regarding the office accommodation to be provided for rental of the property as well as offer to purchase.

11.1.2 **The rental offer must indicate the following details, but not limited to:**

- Building
- Leased Premises
- Office Space and square meters
- Number of Parking Bays
- Leased Period
- Beneficial Occupational Date
- Commencement Date
- Termination Date
- Escalation Rate
- Adjustment Date(s)
- Monthly Office Rental commencing at R.....square meter (excluding vat)
- Monthly Parking Rates (excluding vat)
- Cost must be quoted according to the South African currency (Rand)

11.2 **Option to Purchase**

The Lease Agreement may include an option allowing the PUCMA to purchase the building should the PUCMA opt to do so.

11.3 **Tenant Installation (TI)**

The Landlord/Lessor must submit a list of items that will form part of tenant installations and must specify the TI allowance either in a fixed amount or the equivalent monthly rentals.

12. **INFORMATION REQUIRED**

12.1 **Property Information**

- The building must be an existing building and/or must be completed within the required time frames set out by the PUCMA.
- Property street address.
- Owner's name, address, city, postal code, contact numbers (telephone/cellphone), e-mail address;
- Representative name, contact numbers (telephone/cellphone), e-mail address; and
- Details of all partners to this offer.

APPROVAL BY THE CHIEF EXECUTIVE OFFICER

DATE: / 2 0 2 6

Annexure A

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be 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.
- 8.1 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

**8. Inspections,
tests and
analyses**

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.

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY					
BID NUMBER:	PUCMA01PK	CLOSING DATE: 18 MAY 2026		CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO OFFER LEASED OFFICE SPACE TO THE PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY PONGOLA UMZIMKULU CATCHMENT MANAGEMENT AGENCY (PUCMA) IN THE AREAS SURROUNDING DURBAN, FOR A PERIOD OF FIVE (5) YEARS, COMMENCING 01 AUGUST 2026.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Address where the documents will be delivered:					
303 Dr Pixley KaSeme Street Delta Towers Building (GROUND FLOOR) Tender Box					
DURBAN 4001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. S NDABA OR Mr. S MBOKAZI		CONTACT PERSON	MS D KRUGER	
TELEPHONE NUMBER	0674255331		TELEPHONE NUMBER	072 722 7287	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Ndabas@dws.gov.za / Mbokazis@dws.gov.za		E-MAIL ADDRESS	KrugerD@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NU		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NU		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	Yes No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PA
RT
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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.~~
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS 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:

.....

LEASING PRICE SCHEDULE : YEAR 1, YEAR 2, YEAR 3, YEAR 4 AND YEAR 5

Lease/Rental Costs (including disbursements and annual escalations)

Description	Cost (Incl. VAT) Year 1 (12 months)	Cost (Incl. VAT) Year 2 (12 months)	Cost (Incl. VAT) Year 3 (12 months)	Cost (Incl. VAT) Year 4 (12 months)	Cost (Incl. VAT) Year 5 (12 months)
Upfront Deposit (once off, if required)		N/A	N/A	N/A	N/A
Rand per m ²					
Total square meter (on offer)					
Office Rental per month:					
Annual Escalation rate (Percentage: ____ %)					
Rates security					
Operating costs per month:					
Lifts					
Parking rent per month:					
Covered parking rent per month: _____					
Please specify any other additional costs					
Total Cost Incl. VAT					

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- | | | |
|---|--|----------------|
| - | Required by: | ..... |
| - | At: | ..... |
| - | Brand and model | ..... |
| - | Country of origin | ..... |
| - | Does the offer comply with the specification(s)? | *YES/NO |
| - | If not to specification, indicate deviation(s) | ..... |
| - | Period required for delivery | ..... |
| - | Delivery: | *Firm/not firm |

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

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....
 Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

Any enquiries regarding bidding procedures may be directed to the –

**PONGOLA UMZIMKULU CATCHMENT
MANAGEMENT AGENCY (PUCMA)**

Contact : MS S NDABA/ MR ST MBOKAZI

Tel: 0674255331

Fax: N/A

E-mail address: Ndabas@dws.gov.za / Mbokazis@dws.gov.za

Or for technical information –

Contact Person: MS D KRUGER

Tel: 0727227287

Fax: N / A

E-mail address: KrugerD@dws.gov.za

SBD 4**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

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.

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.

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

² Joint venture or Consortium means an association of persons for the purpose of

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 to or below 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.

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:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = 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:

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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)
Women	4	
People with disability	4	
Youth (35 and below)	4	
Location of enterprise (Province)	2	
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	6	
Total points for SPECIFIC GOALS	20	

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
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- 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:	.....

