



National Student Financial Aid Scheme

REQUEST FOR PROPOSAL

APPOINTMENT OF SUITABLE SERVICE PROVIDER/S FOR THE PROVISION of LETTING SERVICES OF OFFICE BUILDINGS [WESTERN CAPE (BUILDING 1) AND GAUTENG (BUILDING 2)] FOR A PERIOD OF FIVE (5) YEARS.

Date issued	01 April 2026	RFP number:	SCMN001/2026-27
Closing Date:	4 May 2026	Closing Time:	11H00

SUBMISSION DETAILS:

Bid response documents must be **physically deposited** in the tender box situated at the address below:

The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001

VIRTUAL COMPULSORY BRIEFING SESSION:

15 April 2026 at 10h00 – 12h00

See below is the link to access the briefing session:

<https://teams.microsoft.com/meet/356819290887031?p=f6SJVON32Cx2RFAyuU>

Meeting ID: 356 819 290 887 031

Passcode: MH6dt95S

INVITATION TO BID (SBD1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NATIONAL STUDENT FINANCIAL AID SCHEME (NSFAS)					
BID NUMBER:	SCMN001/2026-27	CLOSING DATE:	4 MAY 2026	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF SUITABLE SERVICE PROVIDER/S FOR THE PROVISION OF LETTING SERVICES OF OFFICE BUILDINGS [WESTERN CAPE (BUILDING 1) AND GAUTENG (BUILDING 2)] FOR A PERIOD OF FIVE (5) YEARS.				
BID RESPONSE DOCUMENTS MUST BE PHYSICALLY DEPOSITED IN THE TENDER BOX SITUATED AT THE ADDRESS BELOW: The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Zuki Tetswa		CONTACT PERSON	Zuki Tetswa	
TELEPHONE NUMBER	087 5009 380		TELEPHONE NUMBER	087 5009 380	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA		E-MAIL ADDRESS	SCM@NSFAS.ORG.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	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]					
1 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]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



National Student Financial Aid Scheme

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT 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.

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.	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:

1. PURPOSE

- 1.1 NSFAS hereby invites suitable proposals from reputable property owners, managing agents, and landlords for the provision of office accommodation in the **Western Cape (Building 1)** and **Gauteng (Building 2)** Provinces, in accordance with the specifications outlined below.
- 1.2 Bidders may submit proposal for both buildings. Bidders must submit proposal for each building if they are bidding for both. Submissions must be clearly labelled.

2. BACKGROUND

- 2.1 The National Student Financial Aid Scheme (NSFAS) provides financial assistance to eligible students at public universities and Technical and Vocational Education and Training (TVET) colleges across South Africa.
- 2.2 NSFAS currently occupies leased office space to support its operational and administrative functions. The existing lease agreement for the current office space is approaching its expiry date, 31 January 2027 necessitating the procurement of suitable alternative accommodation to ensure uninterrupted service delivery and business continuity
- 2.3 NSFAS intends to lease office space that complies with health and safety standards which promotes operational efficiency and ensures value for money. The lease office must provide a safe, functional, and compliant working environment that supports NSFAS staff and service delivery operations.

3. FUNCTIONAL SPECIFICATION

3.1 THE LEASE ARRANGEMENT

- 3.1.1 The buildings must be offered as an operational lease, for a minimum period of five (5) years. The building/s must be readily available for occupancy from 01 February 2027. The bidder/s must ensure that the necessary installations are completed before the occupation date. The commencement date for the installation period will be agreed upon between NSFAS and the bidder/s at contracting stage. NSFAS will not be liable for any rental costs during the installation period and this period is not part of the five (5) year lease period.
- 3.1.2 The landlord must include a clause in the lease agreement regarding the right of first refusal where the building will be first offered to NSFAS should it be up for sale subject to NSFAS adhering to its Supply Chain Management Policy.
- 3.1.3 No deposit will be paid for the rental of the building.

3.1.4 Upon occupation, a snag list shall be drawn within 60 days and be submitted to the service provider, who will attend and resolve to the defects within 30 days upon receipt thereof, or a period negotiated and agreed by both parties.

3.2 THE TENANT INSTALLATION ALLOWANCE (TIA)

3.2.1 The bidder must provide for a Tenant Installation Allowance (TIA) sufficient to accommodate the office fit-out requirements. The TIA should be market-related, meet NSFAS office requirements and adequate to cover the design, partitioning, and installation of standard office space in accordance with the NSFAS specifications.

3.2.2 The TIA must be broken down as follows (*this Table must be completed by the service provider and submitted with the proposal*):

No	Reimbursement /Modification activity	Total cost of refurbishment to get the building to NSFAS Specifications A	Tenant Installation Allowance (TIA) B	Total Amount to be covered by NSFAS (A-B)
1	Space Planning and design			
2	Partitioning and dry wall			
3	Ceiling modifications			
4	Flooring Modifications			
5	Electrical and Lighting			
6	HVAC modifications			
7	Plumbing Modifications			
8	ICT infrastructure modifications			
9	Any Other Modifications			

- 3.2.3 The proposal must include an estimate of the total cost of refurbishment (Column A) and the tenant installation allowance (column B) offered.
- 3.2.4 TIA must only be for office modifications to meet NSFAS requirements not to for building defects and repairs.
- 3.2.5 The estimated total cost of refurbishment (Column B) must be realistic, and the service provider will be responsible for any variances above 5% of the total cost of refurbishment.
- 3.2.6 The landlord must undertake all refurbishments on behalf of NSFAS. NSFAS will reimburse the landlord for all costs negotiated less any tenant installation allowance provided. The refurbishments will form part of the final lease agreement signed.
- 3.2.7 NSFAS will only reimburse refurbishments cost that relate to customize, fit out, or renovate the leased space to meet NSFAS requirements. The amount to be reimburse by NSFAS is limited market related installation costs.
- 3.2.8 In the event that the total cost of refurbishment (Column B) is less than a reasonable market related threshold, NSFAS shall not be liable to reimburse any portion of the Tenant installation cost.
- 3.2.9 The actual expenditure by the service provider for the TIA must be confirmed by NSFAS (Project Management Team and SCM).

3.3. THE LEASED PROPERTY SIZE AND LOCATION REQUIREMENTS

3.3.1. Western Cape Office Building

Preferred Areas	Cape Town CBD / Bellville / Tyger Valley/ Century City*
Minimum Size	2 000 m ²
Parking	Minimum 1 bay per 40 m ²
Accessibility	Close to public transport

3.3.2. Gauteng Office Building

Preferred Areas	Pretoria CBD / Midrand*
Minimum Size	4 000 m ²
Parking	Minimum 1 bay per 40 m ²
Accessibility	Close to public transport

****Proposals from outside the preferred areas will be accepted for evaluation. Building within 5km to 10km radius will be accepted with condition that building is not far from transport and other amenities.***

- 3.3.3. NSFAS reserves the right to adjust the required lettable area and shall only be liable for payment in respect of the space utilised, without incurring penalties or additional costs.
- 3.3.4. The property must be in a convenient and safe area which is in a proximity (**not more than 1km**) to all public transport facilities such as bus terminals, taxi ranks and train stations.
- 3.3.5. The property should be located close to all amenities such as restaurants, cafes and retail stores, preferably.

3.4. PROPERTY DETAILS (GIAMA-ALIGNED)

- 3.4.1 The property should be located close to all amenities such as restaurants, cafes and retail stores, preferably.
- 3.4.2 In accordance with the Government Immovable Asset Management Act (GIAMA) principles of sustainable asset management and value optimisation, the building should preferably have a Green Star rating or equivalent sustainability certification. The property must incorporate sustainable design features, including adequate natural lighting, energy-efficient lighting systems, eco-friendly building materials, and effective mechanical and/or natural ventilation systems.
- 3.4.3 The property must allow for external signage space for NSFAS branding, subject to municipal by-laws, landlord approvals, and heritage or planning restrictions where applicable.
- 3.4.4 The property must be fully compliant with all applicable national and municipal building legislation, regulations, and by-laws, including but not limited to the National Building Regulations and Building Standard Act, National Environmental Management Act, Occupational Health and Safety Act, fire safety regulations, and accessibility standards. Proof of compliance may be required as part of the bid evaluation or prior to occupation.
- 3.4.5 The landlord shall, in line with GIAMA custodianship requirements, be responsible for the proper, ongoing, and preventative maintenance of the building exterior, structural elements, building services, common areas, and exclusive-use areas for the duration of the lease agreement. Maintenance obligations must ensure that the asset remains fit for purpose throughout the lease term.
- 3.4.6 The building must be fitted with fully installed and operational window blinds throughout all office areas, meeting acceptable corporate office standards.
- 3.4.7 The building must be equipped with fully operational air-conditioning (HVAC) systems, designed and certified to adequately service approximately 350 staff members, Gauteng office and 150-200 staff member for the Western Cape office, in compliance with applicable occupational health, comfort, and energy-efficiency standards. HVAC specifications must be detailed in the Technical Schedule.
- 3.4.8 The buildings must provide adequate, compliant, and accessible ablution facilities suitable for approximately 350 staff members, Gauteng and 150-200 staff member, Western Cape, including facilities for people with disabilities, in accordance with building regulations and OHS requirements. Ablution ratios and layouts must be specified in the Technical Schedule.

3.5. TECHNICAL SCHEDULE

- 3.5.1 In accordance with the Government Immovable Asset Management Act (GIAMA) principles of sustainable asset management and value optimisation, the building should preferably have a Green Star rating or equivalent sustainability certification. The property must incorporate sustainable design features, including adequate natural lighting, energy-efficient lighting systems, eco-friendly building materials, and effective mechanical and/or natural ventilation systems.
- 3.5.2 All building services, infrastructure specifications, and compliance requirements shall be detailed in a Technical Schedule, which shall form an integral part of the tender and lease agreement. The Technical Schedule must include, but is not limited to:
- 3.5.2.1 Mechanical (HVAC) specifications and capacity
 - 3.5.2.2 Electrical systems and backup power provisions
 - 3.5.2.3 Fire detection and fire-fighting systems
 - 3.5.2.4 ICT infrastructure readiness
 - 3.5.2.5 Accessibility and universal access compliance
 - 3.5.2.6 Ablution facility ratios and standards
 - 3.5.2.7 Maintenance standards and service levels
- 3.5.3 Compliance with the Technical Schedule will be mandatory and subject to verification by NSFAS or its appointed representatives.

3.6. ACCESS CONTROLS

- 3.6.1 The building must be fully accessible to persons with disabilities, including the provision of ramps and/or lifts where required.
- 3.6.2 The building must have a **centrally managed access control system** for all entry points, including restricted access to server rooms, storerooms, and other confidential areas.
- 3.6.3 A 24-hour **centrally monitored CCTV surveillance system** must be installed at all entrances, exits, and fire escape points.

3.7. SECURITY

- 3.7.1 The property must provide 24-hour physical security services, including armed response, for the duration of the lease.

3.8. NETWORKS AND CONNECTIVITY

- 3.8.1 The bidder must provide backbone and floor network cabling compatible with NSFAS's existing ICT architecture, including spatial, safety, power, and environmental requirements.
- 3.8.2 The building must be fitted with adequate network infrastructure, including data and voice points, power skirtings, and integrated UPS-enabled power points, with a minimum of two (2) plug points per workstation.
- 3.8.3 The bidder must provide:
- 3.8.3.1 A **server room** with raised flooring suitable for WAN, core network, and server equipment
 - 3.8.3.2 A **network patch room** and cabinet for every 160 users, within a 100-metre cabling radius
 - 3.8.3.3 **Fibre-optic backbone connectivity** between server rooms and floor patch rooms
- 3.8.4 NSFAS utilises the following WAN connectivity services:
- 3.8.4.1 **SANREN/TENET** fibre connectivity
 - 3.8.4.2 **Neotel fibre connectivity** to the MPLS WAN network

3.9. FIRE PROTECTION AND ELECTRICAL SUPPLY

- 3.9.1 The building must be equipped with compliant fire protection systems, including emergency exits, fire alarms, sprinklers, and smoke detectors.
- 3.9.2 An emergency generator and UPS must be provided to ensure uninterrupted power supply.
- 3.9.3 Electrical consumption must be separately meters per floor.

3.10. SPACE PLANNING

- 3.10.1 The bidder must submit a **draft space plan** with the bid proposal, demonstrating alignment with NSFAS office accommodation requirements.

3.11. FACILITIES MANAGEMENT

- 3.11.1 The bidder must appoint a **dedicated Facility Manager responsible** for overseeing tenant installations, occupation readiness, and stakeholder coordination.

3.12. GENERAL MAINTENANCE

- 3.12.1 The landlord will be responsible for the ongoing maintenance, at no additional cost to NSFAS, of the following for the duration of the lease:
- 3.12.1.1 Lifts
 - 3.12.1.2 Windows, roofs, and façades (including external window washing)
 - 3.12.1.3 HVAC systems and fresh air supply (including diffuser cleaning)

- 3.12.1.4 Ablution hygiene equipment
- 3.12.1.5 Lightning protection
- 3.12.1.6 Electrical supply up to distribution boards and dedicated power supply
- 3.12.1.7 Fire protection, detection, and suppression systems
- 3.12.1.8 Plumbing infrastructure up to kitchens and ablutions
- 3.12.1.9 Common areas, including electrical reticulation
- 3.12.1.10 Grounds, gardens, storm water systems, and parking areas
- 3.12.1.11 UPS and emergency power systems

3.13. OFFICE AREAS

- 3.13.1 The estimated staff complement per department is set out in the table below and might increase by 5% - 10% over the lease period. Each department will require dedicated executive office space located within proximity to the respective department.
- 3.13.2 The table below outlines the minimum square metre requirements to be accommodated within **the 2,000 sqm** and **4,000 sqm** office space specifications.
- 3.13.3 ***The building is required to be flexible to allow for organisational office space changes.***

SPACE NORM GUIDELINE FOR LEASING OF BUILDINGS - WESTERN				
CAPE (BUILDING 1)				
PROJECT PARTICULARS				
PROJECT :		LEASING OF BUILDINGS		
YEARS		5 YEARS		
WORKSPACE				
DESCRIPTION OF ROOM	NUMBER	SPATIAL RE- QUIREMENTS	ASSIGNABLE SQUARE METER	
	FTE'S			
EXECUTIVE MANAGEMENT INCL. MINISTERS				
POST 1 (post level 16)	2	25	50	
TECHNICAL & MANAGEMENT				
POST 1 (14)	4	16	64	
POST 2 (13)	4	14	56	
POST 3 (11/12)	5	14	70	
POST 4 (9/10)	12	10	120	
POST 5 (7/8)	10	10	100	
ADMINISTRATION				
POST 1 (5/6)	40	8	320	
POST 3 (2)	4	6	24	
CONSULTANTS (Level 11/12 & above) OSD GRADES				
			-	
TOTAL NET WORKSPACE (LESS CLEANERS)		81	804	
SUPPORT SPACE PER WORKSPACE AREA				
FILLING ROOM/STORAGE	2	10.00	20	
KITCHEN	2	16.00	32	
DINING ROOM	1	35.00	35	
MEETING ROOM	2	20.00	40	
MEDIA CONFERENCE CENTRE: 30: 50 OFFICIALS	1	50.00	50	
BOARDROOMS: 20:30 OFFICIALS	1	32.00	32	
VIDEO CONFERENCE ROOM	1	32.00	32	
TRAINING ROOM	1	60.00	60	
RECEPTION AREA	1	30.00	30	
STORAGE	1	20.00	20	

STRONG ROOM	1	15.00	15	
STRONG ROOM	1	20.00	20	
STORE ROOM	2	40.00	80	
SERVER ROOM WITH SOLID WALLS	1	40.00	40	
GENERAL STORAGE	2	8.00	16	
WELLNESS CENTRE	1	16.00	16	
SECURITY OFFICE	1	24.00	24	
CALL CENTRE	1	100.00	100	
HELPDESK	1	32.00	32	
TOTAL NET SUPPORT SPACE A	-	-	694	
PARKING SPACE				
PARKING FOR DEPARTMENTAL OFFICIALS	80			-
TOTAL NET SUPPORT SPACE B	-	-		-
TOTAL NET SUPPORT SPACE A + B	-	-	694	
CORE SPACE PER WORKSPACE AREA				
ORGANISATION SUPPORT		60%	Max	
CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400	-	-	482.40	
STRUCTURAL SPACE PER WORK , SUPPORT AND CORE SPACE AREA				
STRUCTURAL SPACE		10%	Max	
CONCRETE STRUCTURE , EXTERNAL EN-				
VELOPE AND INTERNAL DIVISIONS	-	-	198.04	-
GROSS CONSTRUCTION AREA			2,178.44	-
LETTABLE AREA			1,980.40	-
LETTABLE AREA WITHOUT PARKING			1,980.40	

SPACE NORM GUIDELINE FOR LEASING OF BUILDINGS – GAUTENG (BUILDING 2)				
PROJECT PARTICULARS				
PROJECT :		LEASING OF BUILDINGS		
YEARS		5 YEARS		
WORKSPACE				
DESCRIPTION OF ROOM	NUMBER	SPATIAL RE-QUIREMENTS	ASSIGNABLE SQUARE METER	
	FTE'S			
EXECUTIVE MANAGEMENT INCL. MINISTERS				
POST 1 (post level 16)	11	25	275	
SENIOR MANAGEMENT				
POST 1 (15)	2	20	40	
TECHNICAL & MANAGEMENT				
POST 1 (14)	5	16	80	
POST 2 (13)	20	14	280	
POST 3 (11/12)	25	12	300	
POST 4 (9/10)	20	10	200	
POST 5 (7/8)	20	10	200	
ADMINISTRATION				
POST 1 (5/6)	40	8	320	
POST 3 (2)	4	6	24	
CONSULTANTS (Level 11/12 & above) OSD GRADES				
			-	
TOTAL NET WORKINGSPACE (LESS CLEANERS)	147		1,719	
SUPPORT SPACE PER WORKSPACE AREA				
FILLING ROOM/STORAGE	11	15.00	165	
KITCHEN	2	16.00	32	
DINING ROOM	2	35.00	70	
DINING AREA	1	22.00	22	
MEETING ROOM	11	20.00	220	
MEDIA CONFERENCE CENTRE: 30: 50 OFFICIALS	1	80.00	80	
BOARDROOMS: 20:30 OFFICIALS	1	40.00	40	

VIDEO CONFERENCE ROOM	1	40.00	40	
TRAINING ROOM	1	80.00	80	
RECEPTION AREA	1	50.00	50	
STRONG ROOM	2	10.00	20	
STORAGE	1	30.00	30	
STRONG ROOM	1	15.00	15	
STRONG ROOM	1	20.00	20	
STORE ROOM	2	50.00	100	
SERVER ROOM WITH SOLID WALLS	1	60.00	60	
GENERAL STORAGE	2	8.00	16	
WELLNESS CENTRE	1	16.00	16	
INTERVIEW ROOM	2	12.00	24	
CALL CENTRE	1	150.00	150	
HELPDESK	1	32.00	32	
TOTAL NET SUPPORT SPACE A	-	-	1,282	
PARKING SPACE				
PARKING FOR DEPARTMENTAL OFFICIALS	100		-	
TOTAL NET SUPPORT SPACE B	-	-	-	
TOTAL NET SUPPORT SPACE A + B	-	-	1,282	
CORE SPACE PER WORKSPACE AREA				
ORGANISATION SUPPORT		60%	Max	
CIRCULATION , TECHNICAL SUPPORT , FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400	-	-	1,031.40	
STRUCTURAL SPACE PER WORK , SUPPORT AND CORE SPACE AREA				
STRUCTURAL SPACE		10%	Max	
CONCRETE STRUCTURE , EXTERNAL EN-				
VELOPE AND INTERNAL DIVISIONS	-	-	403.24	-
GROSS CONSTRUCTION AREA			4,435.64	-
LETTABLE AREA			4,032.40	-
LETTABLE AREA WITHOUT PARKING			4,032.40	

4. TECHNICAL SPECIFICATION

4.1. LOCATION AND SIZE REQUIREMENTS

4.1.1. Western Cape (Building 1):

4.1.1.1. Office accommodation measuring approximately 2,000 square metres, centrally located within the Cape Town metropolitan area, with convenient access to public transport facilities such as taxi ranks, train stations, and/or bus terminals.

4.1.2. Gauteng Province (Building 2):

4.1.2.1. Office accommodation measuring approximately 4,000 square metres, centrally located within Midrand or Pretoria, with convenient access to public transport facilities such as taxi ranks, train stations, and/or bus terminals.

4.1.3. A **stand-alone building** is preferable.

4.1.4. The building must provide **secure, access-controlled parking bays** for staff and visitors.

4.2. BUILDING CONFIGURATION AND LAYOUT

4.2.1. The building must be suitable for use as a **formal corporate office environment**.

4.2.2. The space must allow for the effective installation and configuration of:

4.2.2.1. Private offices

4.2.2.2. Boardrooms

4.2.2.3. Meeting rooms

4.2.2.4. Open-plan office areas

4.3. INFRASTRUCTURE AND FACILITIES

4.3.1. The building must be fully equipped with the following:

4.3.1.1. Access control systems

4.3.1.2. Closed-circuit television (CCTV)

4.3.1.3. Adequate ICT infrastructure

4.3.1.4. Fire detection and fire-fighting equipment

4.3.1.5. Air-conditioning throughout the building

4.3.1.6. Facilities and reasonable accommodations for **persons with disabilities** (Building access, Parking facilities, Reasonable internal movement, Ablution facilities, etc.)

4.4. COMPLIANCE REQUIREMENTS

- 4.4.1. The building must be fully compliant with all **applicable building laws, regulations, and municipal by-laws**.
- 4.4.2. Full compliance with **Occupational Health and Safety requirements** is mandatory.
- 4.4.3. **Proof of compliance** may be required during the evaluation process.

5. EVALUATION METHOD

5.1. The table below summarizes the steps that NSFAS will follow to evaluate bidders' proposals.

Phase	Description
Phase 1: Administrative Screening	The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents
Phase 2: Mandatory requirements evaluation	All bids must comply with the mandatory requirements and failure to comply with any of these requirements will immediately disqualify the bid. Bidders who pass the mandatory requirements evaluation will proceed to be evaluated for the functional evaluation.
Phase 3: Technical - Functional evaluation criteria	Bidders are required to achieve a minimum score of 70% for the evaluation criteria to be evaluated for Phase 4: Price and Specific goals.
Phase 4- Price and Specific Goals	The 80/20 or the 90/10 preference point system will be used to determine the recommendation for the award.
Phase 5: Due Diligence (Physical Inspection of the building/s)	NSFAS may conduct a due diligence on top three (3) bidders-based phase 4 ranking using schedule attached as Annexure (A) .
Phase 6: Objective Criteria	Preferential procurement policy framework act, 2000 award of contracts to tenderers not scoring highest points. Please refer to 5.7 for objective criteria applicable to this bid.

5.2 Phase 1: Administrative Screening

5.2.1 The bidding proposal will be screened for compliance with administrative requirements as indicated below. Bidders are required to submit the administrative documents.

Item No.	Administrative Requirements	Check/Compliance
1	SCM - SBD 1 - Invitation to Bid	Completed and signed
2	SCM - SBD 2 - Tax Clearance Certificate Requirements	CSD registration number/SARS PIN and CSD summary report
3	SCM - SBD 3.3 – Pricing Schedule	Completed and signed
4	SCM – NEW SBD 4 - Declaration of Interest	Completed and signed
5	SCM - NEW SBD 6.1 - Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022	Completed and signed.
6	Letter from Bank confirming banking details (not older than 3 months from date of closing date of tender)	Letter from the bank submitted

5.3 Phase 2: Mandatory requirements evaluation

5.3.1 It is recommended that the following table must be completed by the bidder for each requirement by answering YES OR NO and attach proof.

5.3.2 Only bidders who achieve a “Yes” for all mandatory requirements will proceed for evaluation on Phase 3.

No.	Mandatory requirement	Evidence to be provided	Page reference per bidder proposal
Title deed			
1	The bidder must provide a copy of the title deed for the building to confirm ownership thereof. In the event that the building is not owned, the bidder must submit an agreement with the landlord.	Title deed or signed lease authority from property owner	
Certifications			
2	The bidder must provide a valid and current building zoning certificate issued by the local authority for office, business or commercial purposes.	Municipal zoning certificate confirming office use	
3	The bidder must provide a valid electrical compliance certificate.	Valid Electrical Certificate of Compliance (COC)	
4	The bidder must provide a municipal certificate for the premises.	Occupancy Certificate from municipality	
5	The bidder must submit a fire compliance certificate	Valid fire safety certificate from local authority	
6	The bidder must submit a plumbing certificate.	Valid Plumbing Certificate of Compliance (COC)	
7	The bidder must submit a structural certificate of compliance.	Engineer or building inspector certificate	
8	OHS Compliance Documentation 1. A valid Occupational Health and Safety Compliance Certificate issued by a competent person; OR A signed	1.Valid Occupational Health and Safety compliance certificate OR OHS	

No.	Mandatory requirement	Evidence to be provided	Page reference per bidder proposal
	<p>OHS Compliance Report confirming that the building complies with the OHS Act and its regulations; AND</p> <p>2. A recent (not older than 12 months) building safety inspection report</p>	<p>Compliance Report</p> <p>AND</p> <p>2.A recent (not older than 12 months) building safety inspection report</p>	
Insurance			
9	The bidder must submit evidence of risk insurance schedule covering the entirety of the building.	Valid Insurance certificate covering property	
Floor plan and previous use			
10	<p>The bidder must submit an approved existing floor plan and a floor plan (not to scale) sketch must be provided indicating the office layout.</p> <p>The floor plan must provide for a minimum of usable office space as below</p> <p>Gauteng – 4 000 sqm</p> <p>Western Cape – 2000sqm.</p>	Floor plans confirming required office size(m²)	
11	The proposed building must not have been vacant in the last three years (from the closing date of the bid) unless the building was under renovations or newly constructed.	A recent lease contract with proof of receiving lease payment. Or proof that building was under renovations or newly constructed.	

5.4 Phase 3: Technical - Functional Evaluation

5.4.1 Only bid proposals that meets phase one (1) and phase two (2) will be evaluated on technical-functional evaluation criteria.

5.4.2 The bidder must score a minimum average of 70% (49 points out of 70 points) during Phase 3 (technical-functional) of the evaluation to qualify for Phase 4 of the evaluation will be considered. Should a bidder score less than 70% on functionality criteria, the bidder will be disqualified.

PHASE 3				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1	<p>PROPERTY LETTING AND MANAGEMENT EXPERIENCE (CLIENT REFERENCE LETTER)</p> <p>a. The letter must be in the letter head of the Client and signed by authorised person.</p> <p>b. The reference letter(s) must indicate start and end date of the previous or current lease.</p> <p>c. The reference letter must indicate client physical address, contact number and email of the client for verification purpose.</p> <p>d. The Client reference must be for office or corporate lease contract in order to be considered.</p> <p><i>Client reference letter(s) which does not meet any of the above-mentioned requirements will not be considered and no points will be allocated.</i></p>	<p>Evidence of completed projects will be taken only from referral or reference letter/s.</p>	Indicator	40
		One (1) signed Client Reference letter	10	
		Two (2) signed Client Reference letters.	20	
		Three (3) signed Client Reference letters.	30	
		Four (4) or more signed Client Reference letters.	40	
	OFFICE LOCATION	Proof of physical address for the proposed building.	Indicator	15

PHASE 3				
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
2	Bidder must submit a recent (not longer than 3 months) proof of physical address for the proposed building.	Above 10km from preferred areas or non-submission of source document	0	
		6km to 10km from preferred areas	5	
		3km to 6km from preferred areas	10	
		0km to 3km from preferred areas	15	
3	<p>FACILITY MANAGEMENT TEAM</p> <p>In order to ensure optimal functioning of the proposed office facility that will enable the organisation to perform its daily functions, the bidder is expected to provide support in a form of facility management team.</p> <p>Management team is expected to ensure that the following minimum functions linked to proposed positions are performed.</p> <p><i>If the bidder is bidding for both buildings, separate Facilities Management Team should be provided, included in the proposals and labelled clearly.</i></p>	<p>Bidder(s) should submit curriculum vitae for the Supervisor/Project Manager proposed to be employed on the project.</p>	Indicator	15
		<p>Maintenance officer (responsible for handyman services and general maintenance of the facility)</p> <ul style="list-style-type: none"> CV with 6 or more years of experience and should be correctly employed by the bidder or contracted by the bidder through outsourced services. 	3	
		<p>Administrative assistant (responsible for accounts and general administration of the contract and other related functions in facility management)</p> <ul style="list-style-type: none"> CV with 6 or more years of experience and should be correctly employed by the bidder or contracted by the bidder through outsourced services. Relevant original certified qualifications of proposed administrative assistant. 	5	
		<p>Facility manager (overall responsible for strategic and operational functions of the facility)</p>	7	

PHASE 3			
NO	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)	WEIGHT
		<ul style="list-style-type: none"> • CV with 10 or more years of experience and should be correctly employed by the bidder or contracted by the bidder through outsourced services. • Relevant original certified qualifications of proposed facility manager. 	
Total points on functionality			70

5.5 Phase 4: Price and Specific Goals

5.5.1 Only bid proposals that meet phase one (1), two (2) and three (3) will be evaluated for this phase of evaluation.

5.5.2 All RFP proposals received that achieves the RFP requirements will be evaluated further in terms of the 80/20 or 90/10 (for tenders above R50m). Price and Specific Goals. A maximum of 80/90 points will be allocated for Price, and a maximum of 20/10 points will be allocated for Specific Goals.

5.5.3 Bidders must complete the SBD6.1 form in full and provide the requisite evidence to claim the allocated points for the specific goals.

5.5.4 **Calculation of points for price** - The Preferential Procurement Policy Framework Act (PPPFA) prescribes that the lowest acceptable bid will score 80 points (for tenders under R50m) or 90 points (for tenders above R50m) for price. Suppliers that quoted higher prices will score lower points for price on a pro-rata basis. Where functionality is set as criteria, only bid proposals that meets functionality requirements will be considered for evaluation on price and specific goals preference points.

5.5.5 The following formula for Price and Specific Goals will apply in the evaluation process:

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

OR

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

Ps = Points scored for comparative price of proposal under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable proposal

Calculating of points for Specific Goals.

5.5.6 Points will be awarded to a supplier for specific goals. Bidders are required to submit the original and valid proof for preference points claimed or certified copies thereof; to substantiate their preference points claims. SBD 6.1 must also be duly completed, signed, and submitted alongside the bid to claim preference points. Failure to do so will result in Specific Goals preference points being forfeited.

5.5.7 Points will be awarded to a supplier for specific goals in accordance with the table below

A.	PRICE	80	90
B.	Specific Goal	Number of points (20)	Number of points(10)
	The entity must be 100% black owned	10	05
	The entity must be a minimum of 40% black female owned	10	05

5.6 Phase 5: Due Diligence (Physical Inspection of the building/s)

5.6.1 Only bid proposals that meet phase one (1), two (2), three (3) and four (4) will be evaluated for this phase of evaluation.

5.6.2 NSFAS reserves the right to conduct due diligence to top three (3) bidders based on the price and specific goals outcome. To save costs, should the first ranked bidder meet all the due diligence requirements, there will be no need to conduct due diligence the remaining bidders.

5.6.3 The building must have all the requirements in **section three (3) and (4)** of this document.

5.6.4 NSFAS will perform physical inspection of the building to confirm the areas highlighted in **Annexure (A)** of the terms of references.

5.6.5 The bidder is requested to:

- 5.6.5.1 Provide the representative with access to the offices of the bidder where the services will be offered
- 5.6.5.2 Provide NSFAS with the documents that will be required to support management responses on the day of the physical inspection.
- 5.6.5.3 Ensure that all the required documents and information to respond to Annexure A is available on the day of the visit.
- 5.6.5.4 To have the personnel who will be responsible for the demonstrations that will be required to be available.
- 5.6.5.5 To have any other information or staff required for NSFAS to successfully perform the due diligence.
- 5.6.5.6 To provide the NSFAS before the date of the visit with the contact details of two (2) people that will be contacted on the day of the visit.
- 5.6.5.7 To reserve three (3) parking bays for the representative of the NSFAS.
- 5.6.6 The building/s who do not meet requirement in annexure (A) will NOT be evaluated further.

5.7 Phase 6: Objective Criteria

- 5.7.1 In terms of Preferential Procurement Regulation 11 and section 2(1)(f) of the Preferential Procurement Policy Framework Act, the following are the objective criteria and NSFAS will apply the criteria to avoid risk based on the following instances:
 - 5.7.1.1 Bidder submitted abnormally low bid. This apply when the bidder submit significant low bid compare to the marketing offering obtained by NSFAS during market analysis;
 - 5.7.1.2 The NSFAS have proof of bidder's poor project and contract management on previous or existing project(s) with NSFAS and other current and previous Client(s);
 - 5.7.1.3 NSFAS become in the position of past and current fraudulent, criminal or any unethical act by the bidder during bidding process;
 - 5.7.1.4 There is significant risk of fruitless and wasteful expenditure to NSFAS should bid awarded to the bidder;
 - 5.7.1.5 There is significant risk of Irregular expenditure to NSFAS should bid awarded to the bidder;
 - 5.7.1.6 NFSAS has identified risks of bidder's potential or existing company insolvency and potential existence challenges such as deregistration process with statutory and professional bodies as well as key health and safety compliance legislations.
 - 5.7.1.7 Any other risks deemed legal and procedural justifiable that may expose NSFAS to any financial, legislative or operational risks.

6. CONTRACT PERIOD

6.1 The contract will be for a five (5) year period.

7. PRICING SCHEDULE

7.1 The pricing must be inclusive of all costs including where applicable. The bidder is encouraged to complete the pricing schedule and not attach a schedule in a format different to the one below.

7.2 Complete pricing schedule as follows:

7.2.1 Western Cape Building **Annexure (B)**

7.2.2 Gauteng Province Building **Annexure (C)**

8. VIRTUAL COMPULSORY BRIEFING SESSION

8.1 To ensure that service providers understand what is required from them with regards to this tender, bidders must attend a compulsory briefing session. The sessions will take place as follows:

Time & Date: 15 April 2026 at 10h00 – 12h15

Venue: MS Teams

8.2 See below is the link to access the briefing session:

<https://teams.microsoft.com/meet/356819290887031?p=f6SJVON32Cx2RFAyuU>

Meeting ID: 356 819 290 887 031

Passcode: MH6dt95S

9. SUBMISSION

9.1 Bidders are required to submit their proposals together with documents required in section 3, 4 and 5 of this documents and any other documents that may be needed to evaluate the proposals.

10. VALIDITY PERIOD

- 10.1 Any RFP submitted shall remain valid, irrevocable, and open for written acceptance by NSFAS for a period of 120 days. A RFP submitted shall further be deemed to remain valid after the expiry of the above-mentioned 120-day period until formal acceptance by NSFAS, unless NSFAS is notified in writing by the bidder of anything to the contrary (including any further conditions the RFP may introduce. Any further conditions that the bidder may introduce will be considered at the sole discretion of NSFAS.

11. CLARIFICATION

- 11.1 Any clarification required by a bidder regarding the meaning or interpretation of the Request for Proposal or any other aspect concerning the request for proposal, are to be requested in writing by email from **scm@nsfas.org.za**. The tender number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.
- 11.2 To ensure transparency and for record purposes, all correspondence between NSFAS's Supply Chain Management (SCM) officials and bidders, will only be done via the official NSFAS SCM email address: **scm@nsfas.org.za**.
- 11.3 Bidder are reminded that NSFAS SCM officials will never contact bidders telephonically or by other method other than through the official SCM email address listed above.
- 11.4 During the evaluation of the bids, additional information may be requested in writing from bidders, for clarity. Replies to such requests must be submitted, within the prescribed timeframe as determined by NSFAS. Failure to comply, may lead to your bid being disregarded.

12. REASON FOR REJECTION

- 12.1 NSFAS will reject a quotation for the award of a contract if the recommended bidder has committed a proven corrupt or fraudulent act in competing for the particular contract.
- 12.2 NSFAS will disregard the bid of any bidder if that bidder, or any of its directors or employees:
- 12.2.1 Has abused the Supply Chain Management system of NSFAS.
 - 12.2.2 Is listed on the National Treasury list of restricted suppliers or tender defaulters.
 - 12.2.3 Has committed proven fraud or any other improper conduct in relation to such system; or

12.2.4 Has failed to perform on any previous contract and the proof exists.

12.3 Any effort or attempt by a bidder to influence the award decision in any matter will result in the rejection of the bid.

13. DISCLAIMER

13.1 NSFAS will apply their Supply Chain Management Policy and where Policy is silent, will apply National Treasury Regulations. All costs incurred in drafting the proposal are those of the service provider.

13.2 Where reference has been made to a brand/trademark, an equivalent may be proposed by the bidder.

13.3 By providing a proposal to NSFAS, the service providers accept the following:

13.4 NSFAS will issue a purchase order to the appointed service provider. NSFAS will not pay (and not be held liable) the service provider any amounts over and above the purchase order value and will not pay the service provider for any work performed outside the original bid specification document that was issued and advertised by NSFAS. Should you receive any instruction from NSFAS that does not come from the SCM unit to perform any work outside of the original bid specification, NSFAS will not be held liable for this payment.

14. FRAUD AND CORRUPTION

14.1 All providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable. The National Student Financial Aid Scheme is committed to conducting business ethically and is constantly introducing proactive measures to ensure that we identify and appropriately respond to any unlawful and unethical business practices. All NSFAS tenders are subject to certain audit processes and limited due diligence checks with the intend to identify any possible unlawful or unethical practices.

Reporting of any unlawful or unethical incidents to NSFAS

14.2 Should any bidder, potential or current supplier of NSFAS or any other third party:

14.2.1 receive any irregular contact or correspondence from anyone presenting themselves as an employee or representative of NSFAS

14.2.2 receive any contact or correspondence from anyone soliciting any bribe of any form

- 14.2.3 become aware of any irregular or illegal conduct by any party who has a relationship with NSFAS or any NSFAS official
- 14.3 You are requested to immediately report it to NSFAS's Governance, Risk and Compliance (GRC) Department. All information provided to the NSFAS GRC department will be treated with utmost confidentiality and in terms of the Protected Disclosures Act, Act 26 of 2000.
- 14.4 For any unlawful or unethical incidents, please email: forensics@nsfas.org.za
- 14.5 All SCM related queries of RFP proposals must be submitted to scm@nsfas.org.za

Reporting of any unlawful or unethical incidents to the South African Police

- 14.6 Bidders, current or potential NSFAS suppliers or any other third party who become aware of any unlawful and unethical conduct are encouraged to report the matter to the South African Police. NSFAS request that details of such reports made to the SAP be shared with NSFAS official listed above to enable consolidation of possible related investigations.

15. NSFAS RIGHTS

- 15.1 The following rights are reserved:
- 15.1.1 NSFAS reserves the right to appoint more than one (1) service provider.
 - 15.1.2 NSFAS reserves the right to reject a bid if the bidder has submitted a proposal that is not according to the specifications/terms of reference.
 - 15.1.3 NSFAS reserves the right to reject a bid if the standard bidding document (s) have not been submitted or not completed in full.
 - 15.1.4 NSFAS reserves the right to not award the bid if the bid price is not market related.
 - 15.1.5 NSFAS further reserves the right to engage with the short-listed bidders for price negotiation and a site inspection where necessary.
 - 15.1.6 NSFAS reserves the right to invite the shortlisted for a presentation as part of the bid process.
 - 15.1.7 NSFAS reserves the right to not select the lowest price and/or lowest price only, provided that justifiable objective criteria are applied during the awarding process. These advertised objective criteria include the following:
 - 15.1.7.1 Timelines for delivery of the solution whereby the solution is required urgently.
 - 15.1.7.2 Part and parcel of risk mitigation to not be solely dependent on one (1) supplier.

- 15.1.7.3 Capacity and/or presence/reach considerations of the supplier.
- 15.2 NSFAS reserves the right to not award the tender to the shortlisted bidder should any risk arise from any NSFAS due diligence assessment performed and/or any underperformance was identified in a previous and/or current contract held with the bidder and/or any risk arising from the completed standard bidding form number four (4).
- 15.3 NSFAS reserves the right to award the contract in whole or in parts.
- 15.4 NSFAS reserves to cancel this RFP advertisement at any time during the advertisement period.

16. CLOSING DATE

- 16.1 The bid proposal must be submitted by no later than **04 May 2026 at 11h00** and must be physically deposited in the tender box situated at **The Halyard Building, Ground floor, 4 Christiaan Barnard Street, City Centre, Cape Town, 8001**. No emailed /faxed copies will be accepted. The proposals must not be submitted to any individual at NSFAS. If the RFP proposal is received after 11h00 on the closing date, it will not be accepted

SBD4- BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

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

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

2.2 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:

.....

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



National Student Financial Aid Scheme

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

SBD6- PREFERENCE POINTS CLAIM FORM

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS (80/20)	POINTS (90/10)
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	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 regarding 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 90 points is allocated for price on the following basis:

80/20

90/10

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

Where

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

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	Evidence to be submitted by the tenderer to claim the allocated points	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Number of points claimed (90/10 system) (To be completed by the tenderer)
The entity must be 100% black owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	05 points.		
The entity must be a minimum of 40% black female owned.	Valid BBB-EE certificate or valid sworn affidavit.	10 points.	05 points.		

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 because 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 because of that person’s conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES

The purpose of this document is to:

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

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

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

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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 anything 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 ancillaries 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. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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 fulfilment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) 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 wilful 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

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 (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE A: DUE DILIGENCE CHECKLIST

Section	Yes (tick)/No (X)	Comments
Property		
Access to Public transport		
Safety of surrounding areas		
External Building condition		
Structural Condition		
Parking (condition and quantity)		
General appearance		
Internal Conditions		
Floors		
Wall and finishes		
Cleanliness and maintenance		
Lighting		
Space and Functionality and Layout		
Compliance with space requirements		
Efficency of layout		
Flexibility for reconfiguration		
Suitable for office use		
Mechanical and Electrical Systems		
HVAC		
Electrical capacity		
Backup Power		
Sufficient air quality supply (Natural fresh air)		
Plumbing and water supply		
Health and Safety		
Fire detection system		
Fire extinguisher		
Emergency Exits		
Evacuation signage		
Emergency lighting		



National Student Financial Aid Scheme

Section	Yes (tick)/No (X)	Comments
Accessibility		
Wheel stair access (ramps and entrance)		
Lift accessibility		
Corridor widths		
Disabled parking bays		
SECURITY		
Access control		
CCTV		
Security personnel		
ICT INFRASTRUCTURE		
Fibre availability		
Network infrastructure backbone)		
Parking and External facilities		
Number of parking bays		
Visitor parking		
Disabled parking		

ANNEXURE B - WESTERN CAPE (BUILDING 1)

Year 1, Western Cape							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 1:							

Year 2, Western Cape							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 2:							

Year 3, Western Cape							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 3:							

Year 4, Western Cape							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 4:							

Year 5, Western Cape							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 5:							

Summary table:

Milestone	Total cost (VAT and disbursements included)
Total rental payable (office space, parking and other) for full five-year period, from February 2027 to January 2032.	
TOTAL COST (all inclusive)	

ANNEXURE (C) - GAUTENG PROVINCE (BUILDING 2)

Year 1, Gauteng Province							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 1:							

Year 2, Gauteng Province							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 2:							

Year 3, Gauteng Province							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 3:							

Year 4, Gauteng Province							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 4:							

Year 5, Gauteng Province							
No.	Description	Lettable area	Unit	Rent per unit (R)	Total rental (excluding VAT) for 12 months	VAT @ 15%	Total rental (VAT included) for 12 months
1.	Office space		M ²				
2.	Parking		Bays				
3.	Other charges		M ²				
Total for year 5:							

Summary table:

Milestone	Total cost (VAT and disbursements included)
Total rental payable (office space, parking and other) for full five-year period, from February 2027 to January 2032.	
TOTAL COST (all inclusive)	