



TERMS OF REFERENCE

**REQUEST FOR PROPOSAL - APPOINTMENT OF A SERVICE PROVIDER TO OFFER
SUITABLE PREMISES FOR THE PORTS REGULATOR OF SOUTH AFRICA FOR A PERIOD
OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2)
YEARS.**

Tender No: PRSA/BID/2024/25/05

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1 PURPOSE

1.1 The Ports Regulator of South Africa (PRSA) requires a service provider to provide office rental space and parking for a period of three (3) years with an option to renew for a further two (2) years. The lease commencement date is 01 October 2025.

Therefore, the purpose of these Terms of Reference is to invite and find suitably qualified service provider/s to submit proposals for the provision of leased office space (1000 m² excluding parking) and parking facilities for the PRSA around Durban within a 25 km radius of its current offices.

2 INTRODUCTION AND BACKGROUND

2.1 The Ports Regulator of South Africa is a Schedule 3A public entity in terms of the Public Finance Management Act No. 1 of 1999 (PFMA) as amended. The PRSA must fully comply with all the requirements of the PFMA.

2.2 In terms of section 30 (1) and (2) of the National Ports Act No. 12 of 2005 ("National Ports Act") the main functions of the Regulator are to:

- Exercise economic regulation of the ports system in line with government's strategic objectives.
- Promote equity of access to ports and facilities and services provided in ports.
- Monitor the activities of the National Ports Authority to ensure that it performs its functions in accordance with the Act; and
- Hear appeals and complaints contemplated in terms of Sections 46 and 47 of the Act.

2.3 The PRSA's current offices are located at 11th Floor, The Marine Building, 22 Dorothy Nyembe Street, Durban, 4001. The office is approximately 795 square meters excluding parking.

2.4 This bid calls for services providers to provide office rental space in extent of 1 000 m² for a period of three (3) years with an option to renew further two (2) years.

3 OBJECTIVES OF THE PROPOSAL

To ensure that the PRSA has adequate and fit for purpose office space that accommodates all its employees and meet immediate future requirements.

4 SCOPE AND EXTENT OF WORK

The specification / requirements for office space are as follows:

4.1 Location, amenities, and property information	<ul style="list-style-type: none">• The office building must be within the radius of 25 kilometres from the PRSA's current offices (22 Dorothy Nyembe Street, Durban CBD).• The building must be in a convenient and safe area that is nearby, within 500 - 800 or less meters walking distance radius to public transport facilities such as bus terminals, taxi ranks and/or train stations.• The building must be within walking distance to food and banking outlets.• The proposed office space should be approximately 1 000 m² excluding parking Gross Lettable Area (GLA).• The office building should allow for safe and easily accessible entrance / exit to and from the building by staff, clients and service providers and be access controlled.• The building must be an existing building (complete built structure) that is fit for purpose for office use.• The building should have access for people living with disabilities. Access must be available from various approaches of the building via the main entrance and any secondary entrances and should lead to the ground floor/parking area. Lifts in buildings must be able to serve the needs of disabled people. This includes ensuring that any commonly used "path of travel" MUST be free of any sort of obstacles that would limit, restrict or endanger people with disabilities who use that route• The landlord is to provide proof that the building and leased premises are fully compliant with general building regulations and all Local Authorities and Municipalities by-laws.• The public environment should be safe, presentable and clean street/foyer interface; surrounding public environment comprising good infrastructure.
4.2 Building classification	<ul style="list-style-type: none">• The building must be Grade A/ Grade B/ Grade C as per SAPOA for grading offices guidelines.• Proposals must be submitted according to the grading of the required building.• Back-up power supply must be available in the event of power failure for the entire premises occupied by PRSA.
4.3 Heating, ventilation, and air conditioning (HVAC)	<ul style="list-style-type: none">• The office building must be fully air-conditioned and ventilated and be flexible to be converted to the PRSA requirements.• The building ventilation must comply with Occupational Health and Safety Act 85 of 1993 as amended.

	<ul style="list-style-type: none"> • The air conditioners must be well maintained and a preventative maintenance record and schedule to be provided to the PRSA when requested. • All offices must have individual air conditioners, including the server rooms. If the air conditioner is centralised, a provision must be made for individuals to control and or/adjust the temperature in their own demarcated areas. • All air conditioners must be energy efficient, low vibrant, low noise, remote controlled and modern.
4.4 Escalators and lifts	<ul style="list-style-type: none"> • The building must have elevators (for multi-storey buildings). • The elevators should meet the following minimum standards: <ul style="list-style-type: none"> ○ Audio and visual warning ○ Control button including emergency button.
4.5 Power supply and Electrical	<ul style="list-style-type: none"> • The office space must have its own electric distribution board(s). • Back-up power supply must be available in the event of any power interruptions for the entire building 24/7 including maintenance and refill of fuel at no cost to PRSA. • The office building must have double tier cable trays in ceiling voids or make allowance for these. • The building must have sufficient power points to cater for all the number of the staff indicated. • Each person/office should be allocated two (2) white plugs and one (1) red plug.
4.6 Ablution facilities	<ul style="list-style-type: none"> • The building must have ablution facilities accommodating approximately 35 + employees and visitors. • There must be separate male and female ablution facilities. • There must be ablution facilities accommodating persons living with disabilities. If the recommended office space for this bid is situated within different floors, it is imperative that there are ablution facilities for both male and female on each floor. • The landlord-must ensure the regular cleaning and maintenance of the ablution facilities to maintain hygiene and sanitation standards.
4.7 Fire equipment	<ul style="list-style-type: none"> • The building fire safety and control systems should be compliant in accordance with the Occupational Health and Safety Act 85 of 1993 as amended. • The building should be equipped with fire panel system and other fire equipment such as fire extinguishers, horse reels, smoke detectors and sprinklers, etc.
4.8 OHS requirements	<ul style="list-style-type: none"> • The office building must fully comply with the National Building Regulations and Building Standards Act 103 of 1977 as amended, Occupational Health and Safety Act 85 of 1993 as amended and other relevant legislations.

	<ul style="list-style-type: none"> • The office building must have facilities which include but not limited to access such as ramp(s), lifts and designated and well-equipped ablution facilities for persons living with disabilities. • The office building must comply with Occupational Health and Safety Act 85 of 1993 as amended in terms of emergency/escape routes. • All relevant OHS signages to be fully installed
4.9 Security management and systems	<ul style="list-style-type: none"> • The office premises must have security cameras and be access controlled, with manned security 24/7.
4.10 Parking	<ul style="list-style-type: none"> • The PRSA requires a total of thirty (30) parking bays which include five (5) visitors' parking and one (1) parking for persons with disability • The PRSA prefers all parking bays to be on-site, however, should that not be the case, the building must have at least minimum of sixteen (16) secure covered on-site parking, with one (1) which will cater for persons with disability and must be available in accordance with municipal by-laws. • The remaining fourteen (14) parking bays can be off-site. In case of off-site parking, it must be safe and within (100m-200m) walking distance from the office and have access control. • Tandem parking is not permitted.
4.11 Occupancy	<ul style="list-style-type: none"> • The lease commencement date will be 01st October 2025. The lease agreement must be signed with the owner of the building/ landlord or a duly authorised representative. • Beneficial occupation (Rent-free period) of between 30- 60 days before the lease commencement date for tenants' installation will be preferred • The Landlord is required to deliver fully fitted offices as per the PRSA layout ready for occupation on 1st October 2025. • Occupation Certificate should be provided by the landlord within three (3) months after occupancy. • The lease agreement shall include a clause affording the PRSA to remeasure the premises within 3 months after lease commencement.
4.12 Interior design and space planning	<ul style="list-style-type: none"> • An approved floor plan of the building drawn to scale must be submitted with the proposal. • The landlord/service provider will be required to provide a proposed office layout with partitioning with the proposal. • Building must allow for the branding of the office as per PRSA guidelines
4.13 Tenant installations and building maintenance	<ul style="list-style-type: none"> • Bidders must include the costs of tenant installation in the costing model and the estimated timelines. • Bidders must ensure that the costs of tenant installation provided cover all the PRSA office modification as per the below PRSA requirements.
4.14 IT infrastructure	<ul style="list-style-type: none"> • Server room requirements must comply with the minimum requirements as per below guidelines.

PRSA Data Center Requirements Guideline

1. Introduction

A data center is a facility that centralizes an organization's IT operations and equipment, and where it stores, manages, and disseminates its data. Data center house a network's most critical systems and are vital to the continuity of daily operations. Consequentially, the security and reliability of data canter and their information is a top priority for PRSA.

PRSA requires **two (2)** data centres (server rooms)

2. Purpose

The purpose of this guideline is to outline requirements for establishment of a sound and secure data center that is aligned to best practice for the two new data centres.

3. General space characteristics

3.1. Specifications per data centre (server room)

- a) Room walls, ceiling, and doors should be sound isolated from other occupied areas.
- b) Main doors frame should be 160cm wide, and 220cm height.
- c) Floor must be antistatic, raised floor tiles or sheet vinyl should be used.
- d) Room must not have windows (for security, sound, and environmental management reasons).
- e) Raised floor suction cup tile lifter

3.2. Equipment

- a) Maximum electrical density of computing equipment in a Datacenter should not exceed 300 Watts per square foot.
- b) Computer racks should have seismic bracing and proper grounding.
- c) Computer racks should have adequate clearance per manufacturer specifications (but no less than 140cm front and 90cm rear clearance); the room itself should have a minimum 45cm ceiling.
- d) The room should have at least one phone.

3.3. Fire prevention

- a) Room should have an adequate fire suppression system (a "pre-action" type system is highly recommended).

- b) Room should be fire rated if cabling and cooling systems are combined in the same space above the ceiling or below the floor.

3.4. Cooling (Row cooling)

- a) An under-floor air distribution system is preferred, although ducted systems are acceptable. In either system, racks should be arranged in a hot isle/cold isle configuration. If under floor, the floor minimum height should be 20cm and the raised floor must be designed to accommodate the weight of fully loaded server racks, as well as any lifting and transportation devices used in the movement of racks, computational equipment, and ancillary support systems.

4. Mechanical systems

4.1. Air conditioning

- a) Room cooling and humidity control should be via an independent AC system (i.e., not connected to main building system), with a return air design point temperature and relative humidity of 22°C and 45% respectively.
- b) There should be sufficient clearance (minimum 90cm) between the A/C unit and computer racks in order to avoid potential damage from water leaks, as well as to allow for maintenance access.

4.2. Future planning

- a) Room design should include appropriate planning for the removal of AC unit condensate (either via gravity or pump).
- b) Sufficient cooling redundancy should be considered and installed if possible; a backup refrigerant-based cooling system in parallel with the building chilled water system and multiple AC units in an N+1 design will provide the best protection against failure.
- c) Sufficient future expandability and scalability shall be analysed and designed in conjunction with the mechanical and electrical system specifications.
- d) Administrators may wish to provide the means for automatic software and hardware shutdown of systems based on various environmental conditions in the Datacenter, e.g., temperature, fire alarms, water sensors, etc.

5. Electrical systems

5.1. Capacity and quality

- a) The room should have separate, dedicated power panels for both computer equipment and the A/C system. Mechanical and electrical systems should be designed for long-term, maximum expected room utilization.

- b) Building power quality considerations should be taken into account to determine the need for isolation transformers, UPS systems, and other power conditioning equipment. To the extent possible, such heat generating support equipment should not be located in the Datacenter.
- c) A Power Distribution Unit (PDU) layout is preferred, with power monitoring and Back-up generator power supply support provided.
- d) Electrical system should be designed to provide an isolated ground, dedicated neutral, and a grounding grid.
- e) The PDUs on both server rooms MUST be connected from the main power into the building (**NOT from the floor DB box**).
- f) Primary building generator with clean power must be installed and connected to the red power plugs.

5.2. Emergency planning

- a) Emergency/backup power should not be tied into the building life safety system. The building must supply and maintain separate backup power (e.g., Back-up generator power supply (Solar panels / inverters)) if desired.
- b) Datacenter electrical distribution system should have easily accessible shunt trip capabilities for emergency shutdown.
- c) Server rooms should have emergency lighting to provide for life safety in the event of a power outage.

6. Alarm and security

6.1. Alarm systems

- a) Critical alarms related to the functioning of the A/C system and physical environment of the room must be mapped into the Facilities Management Energy Management System.
- b) Managed Threat Intelligence Service (TIS) should also provide monitoring and alarming separate from the Facilities Management system, as needed, in order to be notified of critical environmental events in the Datacenter.
- c) The Datacenter should have water sensor alarms reporting to both Facilities Management and the TIS.

6.2. Cabling

- a) CAT 6 cabling in the building.
- b) Optic multi-mode 4 (OM4) fibre cabling between server rooms and cabinet rooms).
- c) Cable runaway and mesh trays for cabling.

6.3. Security

- a) All entrances to the room should be properly secured and alarmed where appropriate.
- b) Access control system to be interfaced to Security Services access system.
- c) Safe (strong room) for safe keeping of new and equipment that could not be finished at the end of the day.
 - The server room must have restricted biometric access control.
 - The proposed building must have fibre network infrastructure.
 - The proposed building must have dedicated network points for printing.
 - The proposed building must have sufficient network and power points.

7. APPROXIMATE OFFICE AREAS REQUIREMENTS

AREA SCHEDULE	REQUIRED SPACE (m2)
Office (CEO)	35
Office (CEO's Reception Area)	35
Office (Executive)	30
Office (Executive)	30
Office (Executive)	30
Office (Executive)	30
Office (Manager)	20
Office (Manager)	20
Office (Manager)	20
Office (Manager)	20
Office 11 (HR)	15
Office 12 (Finance)	15
Office 13 (SCM)	15
Office 14 Company Secretariat	20
Executive Assistant Area/Office (EMs)	18
Open Plan Office (20 workstations accommodating cupboards/credenza & collaboration round table area)	200
Main Reception & Waiting area	45
Server Room 1	15
Server Room 2	10
Storeroom 01 (Corporate Services)	25
Storeroom 02 (ID)	40
Storeroom 03 (Stationery Room)	15
Storeroom 04 (Legal)	20
Research & Library	15
Meeting Room 1	20
Meeting Room 2	20
Main Boardroom	100
Chill Room/Staff Lounge	40
Common Areas	100
TOTAL NEW OFFICE SPACE REQUIRED	1000

Note: Floor/s occupied by the PRSA to have designated kitchen.

TOTAL STAFF ACCOMMODATED: 35

- The tenant installation project to be completed at least 60 days upon award.
- Tenant installation must include the following, but not limited to network and power plugs, carpet installation, painting, air conditioning installation, partitioning, ceiling, renovations or alteration of office space, office blinds, lighting and fittings, fire equipment, etc.
- The lease offered must provide an option for the lessor/landlord to offer building maintenance as part of the lease, with maintenance calls to be attended within 24 hours.

8. EXPECTED DELIVERABLES

No.	Specifications	Requirement(s)
1.	Facility description	<p>Building should fully comply with the National Building Regulations and Building Standards Act 103 of 1977 as amended, Occupational Health and Safety Act 85 of 1993 as amended and other relevant legislations.</p> <p>The proposal must include a full description of the proposed property/ies including the following:</p> <ul style="list-style-type: none"> • Physical Address • Erf number • Portion number • Floor number (if in a high-rise building) <p>Must be partitioned as per PRSA requirements.</p>
2.	Facility occupancy timeline	<p>The building must be ready for occupation by the 1st of October 2025.</p> <p>A full pre-occupation inspection between the Landlord and the PRSA must be undertaken prior occupation.</p>
3.	Accessibility	The building must be easily accessible and be close to public transport or along public transport route.
4.	Operating expenses	<p>All services offered by the lessor must be stated. These services should include as a minimum, but not limited to, the provision of all utilities and building services, building security, building compliance to Health and Safety requirements, general maintenance, repairs of electrical installations, air conditioning, custodial and municipal services.</p> <p>Escalation cost must be provided in the submission.</p>
5.	General layout	A floor plan depicting workable space/office layout and common areas guided by the PRSA requirements must be provided. The floor layout must indicate the sizes of each required/stated area. The final floor plan must be approved by PRSA before commencement of work.
6.	Technology	The proposed office space must have access to the latest technology provided by major service providers (i.e., fibre ready building)

NB: MAINTENANCE PLAN / GENERAL MAINTENANCE

- Bidder to submit a comprehensive plan detailing the maintenance schedule for the lease duration including the following:
- All categories (structural; mechanical; electrical; plumbing; upgrading of finishes, as required; etc)
- Dates of planned maintenance
- Provision for dealing with unplanned maintenance and turnaround time
- Plan to include sub-contractors and address issue of locality, targeted groups and job creation for the lease period.
- Schedule of inspections, cleaning & maintenance of the following (but not limited to):
 - All lifts
 - Windows
 - Roofs.
 - HVAC & Fresh air.
 - Ablution Hygiene equipment in common areas

- 6.6 Electrical supply: (Up to Distribution board);
- 6.7 Fire Protection, Detection and Suppression.
- 6.8 Plumbing: Up to kitchens and internal ablutions.
- 6.9 Common areas: Maintain and up-keep of electrical reticulation.
- 6.10 Grounds and gardens.
- 6.11 Storm water.
- 6.12 Parking.
- 6.13 Washing the external windows & facades; and
- 6.14 Generator Maintenance

9. PERIOD / DURATION OF APPOINTMENT

- 9.1. The lease agreement with the appointed service provider will be for a period of three (3) years with an option to renew for a further two (2) years effective from 01st of October 2025.
- 9.2. The successful service provider will be subjected to an annual performance assessment and the continuation of the contract will be dependent on a favourable assessment.

10. COSTING / COMPREHENSIVE BUDGET

- 10.1. An all-inclusive comprehensive costing price must be submitted in a separate envelope indicating unit prices per resource inclusive of VAT (SBD 3.1). The bidder should quote in South African currency (Rands) for all the resources.
- 10.2. Escalation cost must be provided in the submission.
- 10.3. The PRSA reserves the right to negotiate with the preferred bidder identified in the evaluation process, regarding any terms and conditions, including rationalisation of the fees to ensure cost containment measures in terms of National Treasury guidelines prior to the awarding of the bid.
- 10.4. Total costs should also include building installation, deinstallation and restoration.
- 10.5. Bidders must include the tenant installation costs in the costing model.
- 10.6. For detailed costing, bidders must complete the below Pricing Schedule Guidance.

DESCRIPTION	YEAR 1 Cost (Inc. VAT) R	YEAR 2 Cost (Inc. VAT) R	YEAR 3 Cost (Inc. VAT) R	YEAR 4 Cost (Inc. VAT) R	YEAR 5 Cost (Inc. VAT) R
Upfront deposit (once off, if required)		N/A	N/A	N/A	N/A
Partitioning and office layout (Installation Costs)- once off		N/A	N/A	N/A	N/A
Rand per square meter					
Total square meters (on offer)					
Office rental per month					
Annual escalation rate (Percentage.....%)					
Municipal rates & taxes					
Operating/maintenance costs per month					
Parking rental per month					
Please specify any other additional costs					
GRAND TOTAL BID PRICE FOR THE DURATION OF THE CONTRACT (Year 1 to Year 5)- NB: Must be the same as the total on the SBD 3.1					

11. EVALUATION METHODS

11.1. PHASE 1: PRE-COMPLIANCE OR INITIAL SCREENING

11.1.1 During this phase, bid documents will be reviewed to determine compliance with SCM returnable, tax matters and whether the Central Supplier Database (CSD) report has been submitted with the bid documents at the closing date and time of the bid. Bids which do not satisfy the compliance criteria may not be evaluated further. Those who fulfil the requirements or have submitted the required documents will be further evaluated.

11.1.2 The bid proposal will be screened for compliance with administrative requirements as indicated below:

Item No.	Administrative Requirements	Check / Compliance	Non-submission may result in disqualification
1	Master Bid Document	Provided and bound	*YES
2	2 Copies of Bid Documents	Provided and bound	*YES
3	1 USB	Provided and bound	*YES
INCLUDED IN THE BID DOCUMENT			
3	SCM - SBD 1 - Invitation to Bid	Completed and signed	*YES
4	CSD registration number / SARS PIN and CSD summary report	Provided	*YES
5	SCM- SBD 3.1- Pricing Schedule	Completed	*YES
6	Annexure C- Pricing Guideline	Completed	*YES
7	SCM - SBD 4 – Bidder's Disclosure	Completed and signed	*YES
8	SCM - SBD 6.1 Preference Claim Form	Completed and signed	*YES
9	General Conditions of Contract	Every page initialled	*YES
10	In case of bids where Consortia / Joint Ventures, Consortia / Joint Venture agreement signed by both parties must be submitted with bid proposal	JV agreement completed and signed, if applicable	*YES
11	Supplier POPIA Consent Form	Completed and signed	*YES

***YES** – PRSA reserves the right to reject proposals that are not submitted in the prescribed format or where information presented is illegible or incomplete and may not be further evaluated for Mandatory requirements (Phase 2).

11.2 PHASE 2: MANDATORY REQUIREMENTS

11.2.1 Only bid proposals that meet pre-compliance requirements will be evaluated on mandatory requirements. The Bidder must complete the section below by answering **YES or NO**. If, yes, please attach proof.

NO.	REQUIREMENT	COMPLY: YES OR NO
1	Proof of ownership of the building. The Bidder must submit documentary proof of ownership of the proposed building (e.g, certified copy of the Title Deed etc).	
2	Proof of the Grading of the building The Bidder must submit documentary proof of the grading (Grade A or B) issued by the organisation accredited by the South African Property Owners Association (SAPOA)	

3	Certificate of Occupancy The Bidder must submit documentary proof of the Certificate of Occupancy from the Municipality	
4	Zoning of premises The Bidder must submit documentary proof from the municipality confirming zoning of either commercial office, business or public buildings	
5	Certificates of Compliance The Bidder must submit documentary proof of the Certificates of Compliance for electrical, fire, water and plumbing works	
6	Building Insurance The Bidder must submit valid documentary proof of the building insurance or a letter of intent.	
7	Certificate of Occupational Health and Safety (OHS) The Bidder must submit documentary proof of the certificate / file of Occupational Health and Safety	

NOTE: Failure to meet all the mandatory requirements will lead to the Bidder being disqualified and not further evaluated for functionality and technical criteria (Phase 3a).

11.3 PHASE 3: FUNCTIONALITY AND SITE INSPECTION CRITERIA

Phase 3a: Functionality and Technical Criteria

- 11.3.1 Only bid proposals that meets mandatory requirements will be considered to be evaluated on functionality and technical criteria.
- 11.3.2 The bidder must score a minimum of **80%** during Phase 3a (functionality / technical) of the evaluation to qualify for Phase 3b of the evaluation where a site inspection will be conducted and evaluated.
- 11.3.3 The table below depicts the assessment relating to functionality / technical evaluation (Phase 3a assessment). Any bidder that scored 80% or higher in this stage of the evaluation will be considered to progress to Phase 3b.

No.	PHASE 3a			
	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
1	Bidder's years of experience in the corporate office accommodation: Bidders to submit reference letters that support the years of experience which may include	Bidder's years of experience in the corporate office accommodation rental	Indicator	20
		No years of experience (0)	0	
		1 - 3 years of experience	5	
		4 – 7 years of experience	10	
		8 to 11 years of experience	15	

No.	PHASE 3a			
	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
	details such as : - Telephone numbers - Email addresses - Signed letter on client's letterhead - The size of the space rented - Duration of contract – for purposes of verification. NB: Number of years not meeting the above criteria will not be considered	12 and above years of experience	20	
2	Back-up power supply Power supply is to be connected to the building and distributed to all parts to accommodate easy tenant fit out.	The bidder must provide confirmation that the proposed building has alternative power supply in the event of normal power supply interruption to the building	Indicator	20
		No confirmation of back-up power supply provided.	0	
		Confirmation of back-up power supply.	20	
3	Parking requirements The bidder must submit parking floor plans showing the number of parking bays and must be marked	Provision of adequate safe, secure on-site and off-site parking bays within 100m - 200m (bidders must provide pictures of marked parking bays or confirmation).	Indicator	20
		No parking bays provided on-site.	0	
		The PRSA prefers all parking bays to be on-site, however, should that not be the case, the building must have at least (minimum) of sixteen (16) secure covered on-site parking, with one (1) which will cater for persons with disability and must be available in accordance with municipal by-laws.	10	
		The remaining fourteen (14) parking bays can be off-site. In case of off-site parking, it must be safe and within (100m-200m) walking distance from the office and have access control.		
	Requirements of the proposed building	The PRSA requires a total of thirty (30) parking bays which include five (5) visitors' parking and one (1) parking for persons with disability onsite.	20	
		Bidders are required to provide detailed floor plan and proposal that will indicate the	Indicator	20

No.	PHASE 3a			
	GUIDELINES FOR CATEGORY CRITERIA	FUNCTIONALITY AND TECHNICAL ASSESSMENT (GUIDELINES FOR CRITERIA APPLICATION)		WEIGHT
4	The bidder must submit building picture(s) and floor plans with square meters(m²) as proof. Failure to submit both the building pictures and the floor plans with sizes will result in no points allocation for this criterion	square metres on offer and the proposal must include tenant installations		
		Office space is less than 1000square metres or no information provided.	0	
		Office space is approximately 1 000 square metres excluding parking bays.	20	
5	Location of the proposed building. Submit a distance map from PRSA current location to the proposed accommodation.	Bidders are required to provide a detailed location where the proposed building is situated	Indicator	20
		Location of the proposed building is more than 25km radius of the current office accommodation (22 Dorothy Nyembe Street, Durban CBD) or No information provided.	0	
		Location of the proposed building is within/less than 25km radius of the current office accommodation (22 Dorothy Nyembe Street, Durban CBD).	20	
	Total points on functionality			100

Bidders who fail to obtain a minimum threshold score of 80% on functionality will not be considered for further evaluation on Site Inspection.

Phase 3b: Site Inspection Criteria

Criteria		Weights
Site Inspection	Points available- max 100	Points
	Building location and accessibility Scoring Value: 3=Poor; 5=Average; 10=Good; 15=Very Good; 20=Excellent	20
	Building condition Scoring Value: 1=Poor; 2=Average; 3=Good; 4=Very Good; 5=Excellent	5

	Parking requirements Scoring Value: 2=Poor; 4=Average; 6=Good; 8=Very Good; 10=Excellent	10
	Building Safety and Security Scoring Value: 3=Poor; 5=Average; 10=Good; 15=Very Good; 20=Excellent	20
	Building ablution facilities Scoring Value: 1=Poor; 2=Average; 3=Good; 4=Very Good; 5=Excellent	5
	Building maintenance Scoring Value: 3=Poor; 5=Average; 10=Good; 15=Very Good; 20=Excellent	20
	Network and ICT infrastructure Scoring Value: 2=Poor; 4=Average; 6=Good; 8=Very Good; 10=Excellent	10
	Tenant installation Scoring Value: 2=Poor; 4=Average; 6=Good; 8=Very Good; 10=Excellent	10
Total points on functionality		100

The bidder must score a minimum of **85%** during Phase 3b (Site Inspection) of the evaluation to qualify for Phase 4 of the evaluation where a price and specific goals will be conducted and evaluated.

Office Accommodation Evaluation Checklist			
Name of Building:			
Street Name or Location:			
No	Criteria	Yes/No	Comments
A	Building location and accessibility Requirements (25km from the current offices)		
1	What is the approximate distance from current offices (22 Dorothy Nyembe Street, Durban) using a motor vehicle?		
2	What is the approximate distance of building from public transport interchange facilities, such as taxi ranks, train stations and bus terminals?		
3	Is the location accessible to people living with disability (e.g wheelchair ramp, stairway and ramp handrails)?		
4	Will the premises allow exterior signage?		
B	Building Classification		
1	Are the offices graded as A Grade or B grade or C Grade office building and does the building have the required space (1000 square metres)?		
2	Is the building an existing building (complete built structure) and what is the general state of the building (condition of the building)?		

3	Does the proposed office premises have electricity fencing around the building?		
4	Is the building away from industrial areas including spray painting shops and other factories that spray toxic fumes?		
5	If the offices are not on the ground floor is there a functional lift (separate goods & passenger)?		
C Parking Requirements			
1	Are there secure covered parking bays for the company vehicle, staff members and visitors with access control? (as per the TOR). Is the off-site parking, be safe and within 100m-200m walking distance from the office and have access control.?		
D Building Safety and Security			
1	Does the proposed office premises have security cameras with manned security 24/7 and does it have controlled access?		
2	Is there a fire detection alarm system, a fire escape with appropriate signage, and are there sufficient fire hoses and extinguishers in the building in accordance with health & safety regulations?		
3	Is the proposed building having access control (figure prints, x-ray, boom-gate, etc)?		
4	Are there sufficient emergency exits in the premises with appropriate signage?		
5	Is the office building fully air-conditioned and sufficiently ventilated and flexible to be converted to the PRSA requirements?		
E Ablution facilities			
1	Are the ablution facilities located within the floor, office area or building?		
2	If the toilets are outside the office areas / floor, or building, how many metres away from the office is it located?		
3	Are there male and female ablution facilities as well as those that cater for persons living with disabilities?		
4	Are there male and female ablution facilities for both male and female on each floor?		
5	How often are the ablution facilities cleaned to maintain hygiene and sanitation standards?		
F Building Maintenance			
1	Is there any evidence of rising damp on the outside of the building and any damp walls in the premises and what is the cause of dampness?		
2	Are there any roof leaks in the premises and are there leaking water pipes?		
3	Are the walls on the inside painted and the floors tiled or carpeted?		
4	Are there clogged drains and leaking wastewater and sewer pipes?		
5	Is there adequate natural lighting and ventilation, including sufficient artificial lighting?		
G Network and ICT Infrastructure			
1	Is there sufficient PowerPoints?		
2	Are there any network points in the premises and fibre connection?		
3	Are there loose and exposed electrical wiring and fittings?		
4	Are there any energy saving devices installed in the premises?		
5	Is there an emergency generator as a backup to electricity supply?		
H Building Insurance			
1	Has the Landlord confirmed if they have building insurance for the building and is there evidence of such?		
I Tenant Installations			
1	The undertaking of the tenant installation by the Landlord.		

8.4 PHASE 4: Price and Specific Goals

8.1.1 The fourth phase is to rank service providers that successfully qualified on phase 3b (Site Inspection) on Price.

8.1.2 Only bid proposals that have achieved 80 out of 100 on the in criteria will be further evaluated on price and specific goals.

8.1.3 The Regulator will utilise the following formula in its evaluation of Price:

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

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

8.1.4 Bidders total price proposal weighs 80 points and specific goals weighs 20 points.

8.1.5 The bidder must complete and submit SBD 6.1 preference points claim form in order to claim the preference points.

The specific goal for this tender is as follows: No	Specific Goal	How it will be measured	Specific goals Points allocated
1	B-BBEE compliance certificate	Valid B-BBEE certificate or affidavit	20

9 BID SUBMISSION REQUIREMENTS

9.1 The service providers should ensure that the following submission requirements, which will be needed for evaluation purposes are included in their bid proposal and are as follows:

- 9.1.1 The service provider must draft a table of content which will indicate where each document is in the proposal.
- 9.1.2 The proposal must consist of two parts, namely the technical bid and the pricing bid (master and copy).
- 9.1.3 Bidders with more than one building which meets the PRSA requirements as contained in these terms of reference, bidders must submit a separate proposal for each building.
- 9.1.4 Standard bidding documents (SBD 1, 3.1, 4 and 6.1). Tax compliance status requirements and/or Central Supplier Database (CSD) number or report.
- 9.1.5 Certified copies of identity documents of directors and shareholders of the Bidder(s).
- 9.1.6 Letter of Authority to sign documents on behalf of the Bidder(s).

10 SPECIAL CONDITIONS OF CONTRACT

- 10.1.1 On appointment, the performance measures for the delivery of the agreed services will be closely monitored by PRSA.
- 10.1.2 The PRSA will not be held responsible for any costs incurred by the service providers in the preparation, presentation and submission of the proposals.

- 10.1.3 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract, the special conditions of contract will prevail.
- 10.1.4 The proposals should be submitted with all required information containing technical information.
- 10.1.5 The Bidders failing to meet all the mandatory requirements will automatically be disqualified.
- 10.1.6 If the application is made by a Joint Venture or Partnership, the accreditation credentials in name of joined entity should be submitted. Both members in the joint venture must meet the requirements of the proposal.
- 10.1.7 Should the Bidder(s) fail to perform, PRSA reserves the right to request that the Bidder remedy the non-performance within fourteen (14) days. Should this non-performance persist, the Bidder will be given thirty (30) days' notice of cancellation of the contract.

11 SUB-CONTRACTING CONDITIONS / REQUIREMENTS

- 11.1.1 In a case whereby sub-contracting is not set as a pre-qualification criterion, however, the tenderer is intending to sub-contract a portion of the work, such tenderer may only enter into sub-contracting arrangements with the written approval of the PRSA.

12 PAYMENT TERMS

- 12.1 PRSA undertakes to pay out in full or as per deliverables within thirty (30) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

13 ENQUIRIES

- 13.1 Should you require any further information in this regard, please do not hesitate to contact:

E-Mail: tenders@portsregulator.org

13 CLOSING DATE

- 13.1 The closing date for the submission of proposals is on the: **05th of May 2025 at 12h00**

INVITATION TO BID (SBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PORTS REGULATOR OF SOUTH AFRICA (PRSA)					
BID NUMBER:	PRSA/BID/2024/25/05	CLOSING DATE:	05 MAY 2025	CLOSING TIME:	12H00 (midday)
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE REVISION OF THE PORT TARIFF STRATEGY				
BRIEFING SESSION	NONE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE BELOW MENTIONED STREET ADDRESS:					
PORTS REGULATOR OF SOUTH AFRICA OFFICES, 11 TH FLOOR, THE MARINE BUILDING, 22 DOROTHY NYEMBE STREET, DURBAN, 4001.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SUPPLY CHAIN MANAGMENT		CONTACT PERSON	SUPPLY CHAIN MANAGMENT	
E-MAIL ADDRESS	tenders@portsregulator.org		E-MAIL ADDRESS	tenders@portsregulator.org	
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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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



11th Floor, The Marine Building,
22 Dorothy Nyembe (Gardiner) Street, Durban, 4001
Private Bag X54322, Durban, 4000
Tel: 031 365 7800 Fax: 031 365 7858
Website: <http://www.portsregulator.org>

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. LEGISLATIVE FRAMEWORK OF THE BID

- 1.1** All bidders 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.
- 1.2** This bid is premised on all Acts and Regulations relevant to public Supply Chain Management in South Africa. These include, inter alia, Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000), the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003), Promotion to Access of Information Act, 2 of 2000, Protection of Personal Information Act, 4 of 2013, Preferential Procurement Regulations 2017, Treasury Regulations and Value Added Tax Act, 1991 (Act No. 89 of 1991).

2. GENERAL CONDITIONS OF CONTRACT

- 2.1** The General Conditions of Contract will be applicable to this bid and must be accepted, duly signed or initialed by the authorized representative of the bidder.
- 2.2** All SBD documents must be completed and submitted along with the bid.

3. SPECIAL CONDITIONS OF THE BID

- 3.1** The bidder must register on the National Treasury's Central Supplier Database in order to do business with an organ of state or for the PRSA to award a bid or contract. Registration on the CSD (www.csd.gov.za) provides a bidder with an opportunity to do business with all organs of state including provincial and municipal levels.
- 3.2** National Treasury **Contact Details: 012 406 9222** or email csd.support@treasury.gov.za "Bidders must submit the following requirements; PRSA will not award the contract to any bidder who do not comply with the following requirements and will at its discretion appoint"
- 3.3** A fully completed and signed Tender Document.
- 3.4** False declaration on SBD's documents and any other fields will render the document noncompliance.
- 3.5** PRSA reserves the right:
 - 3.5.1** Not to award or cancel this tender at any time and shall not be bound to accept the lowest or any Bid.
 - 3.5.2** To award contract or any part thereof to one or more bidders.
 - 3.5.3** To accept part of a tender rather than the whole tender.

- 3.5.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
- 3.5.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
- 3.5.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
- 3.5.7 To award a tender based on which bidder is offering the best value for money, even if such Tender is not the lowest priced tender.
- 3.5.8 Award to multiple bidders to spread the risk.
- 3.5.9 A Bidder must be a South African entity (Company, Close Corporation, Sole Proprietor or individual) or have a local branch office in South Africa.
- 3.5.10 The Bidder must comply with all applicable legislation in the Republic of South Africa in the performance of its daily activities, including but not limited to labour legislation and bargaining council agreements, health and safety regulations and environmental laws.
- 3.5.11 PRSA will reject a Bidder's Tender without any further consideration where that Bidder makes culpable misrepresentation to PRSA in its Tender or at any stage during this RFP process.
- 3.5.12 The Board and employees of PRSA shall not do any business with PRSA
- 3.5.13 PRSA will, for the purpose of this bid, shortlist Bidders and request presentations or demonstrations from such short-listed Bidders. All costs relating to the preparation of such presentations/ demonstrations will be borne by the Bidders.
- 3.5.14 No faxed or e-mailed bids will be accepted

4. COMMUNICATION WITH BIDDERS

- 4.1 During evaluation of the bids, explanatory/clarity information may be requested in writing from bidders. Replies to such request must be submitted, within twenty -four (24) hours or as otherwise indicated. Failure to comply, may lead to your bid being disregarded.

5. CONFIDENTIALITY

- 5.1 Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PRSA's examination and evaluation of a Tender.

- 5.2** No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PRSA remain proprietary to PRSA and must be promptly returned to PRSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 5.3** Throughout this bid process and thereafter, bidder(s) must secure PRSA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.
- 5.4 No confidential information relating to the process of evaluating or adjudicating tenders or appointing a bidder will be disclosed to a bidder or any other person not officially involved with such process**

6. INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT

- 6.1** Copyright of all documentation relating to this contract inter-alia, the specifications, SLA, contract, belongs to the PRSA. The successful bidder may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.
- 6.2** The intellectual property pertaining to any enhancements to the proposed solution will belong to PRSA.
- 6.3** Service provider shall not use or sell PRSA's developed intellectual property without the prior consent of the PRSA.
- 6.4** If the service provider would like to use information or data generated by the service, the prior written permission must be obtained from PRSA.
- 6.5** The Service provider acknowledges and agrees that:
- 6.5.1 Each provision of clause above is separate, severally and separately enforceable from any other provisions of this agreement and
 - 6.5.2 The invalidity or non-enforceability of any one or more provision hereof, shall not prejudice or effect the enforceability and validity of the remaining provisions of this agreement.
- 6.6** This clause shall survive termination of the contract.

7. SUBMISSION OF PROPOSALS

- 7.1** All bidders must submit **5 copies** – 7.1.1
- 1 x original**
 - 7.1.2 **4 x identical copy to the original**
 - 7.1.3 **Memory stick (1) copy of the bid**, should be handed in/delivered for attention to: **Ports Regulator of South Africa (PRSA), Supply Chain Management**
- 11TH FLOOR, THE MARINE BUILDING, 22 DOROTHY NYEMBE STREET, DURBAN, 4001.**

NB: Bidders are to indicate on the cover of each document whether it is the original or a copy.

7.2 Bids should be submitted in a sealed envelope, marked with:

7.2.1 Bid number – PRSA/BID/2024/25/05

7.2.2 Bid Description – APPOINTMENT OF A SERVICE PROVIDER TO OFFER SUITABLE PREMISES FOR THE PORTS REGULATOR OF SOUTH AFRICA FOR A PERIOD OF THREE (3) YEARS, WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEARS.

7.2.3 Closing date and time: 05 May 2025 @ 12h00 (midday)

7.2.4 The name and address of the bidder

7.3 Bid documents will only be considered if received by the PRSA before the closing date and time, regardless of the method used to send or deliver such documents to the PRSA.

7.4 Bids can be delivered between 07h30 to 16h00, Mondays to Fridays, prior to the closing date and between 07h30 to 12h00 (midday) on the closing date.

7.5 All bids must be submitted on the official forms (not to be re-typed).

8. LATE BIDS

8.1 A bid will not be considered if it arrives a second after 12h00 (midday) or any time thereafter.

Bids arriving late will not be considered under any circumstances.

8.2 Bids received late will be left unopened in our premises and bidders will arrange to collect them.

Bids submitted late will be recorded as such without being opened.

8.3 Bidders are therefore strongly advised to ensure that bids be despatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

9. CLARIFICATIONS & COMMUNICATION

9.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (e-mail) from tenders@portsregulator.org on or before Thursday, 10th October 2024 @ 16:00.

9.2 The bid number should be mentioned in all correspondence. All communication between the Bidder(s) and PRSA must be done in writing. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only, will be uploaded on the PRSA website and eTender Portal

9.3 Any communication to an official or a person acting in an advisory capacity for PRSA, other than the official who's name and contact details is specified in the RFP document, in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

9.4 Whilst all due care has been taken in connection with the preparation of this bid, PRSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PRSA, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.

9.5 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PRSA (other than minor clerical matters), the Bidder(s) must promptly notify PRSA in writing of such discrepancy, ambiguity,

error or inconsistency in order to afford PRSA an opportunity to consider what corrective action is necessary (if any).

9.6 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PRSA will, if possible, be corrected and provided to all Bidders.

10. RESPONSE FORMAT

Bidders must submit their response (bids) in accordance with the response format specified below:

BID SUBMISSION CHECKLIST	Tick if submitted
Envelope / File 1 (Original) Part 1 <ul style="list-style-type: none"> Completed & signed SBD forms Initialed General Conditions of Contract (GCC) Part 2 <ul style="list-style-type: none"> Bid Document together with supporting documents 1 hard copy (1 original)	
Envelope / File 4 (Copy Identical to original) Part 1 <ul style="list-style-type: none"> Completed & signed SBD forms Initialed General Conditions of Contract (GCC) Part 2 <ul style="list-style-type: none"> Bid Document together with supporting documents 1 X (Copy Identical to original)	
USB Part 1 <ul style="list-style-type: none"> Completed & signed SBD forms Initialed General Conditions of Contract (GCC) Part 2 <ul style="list-style-type: none"> Bid Document together with supporting documents Soft copy X 1 (USB)	

11. DUE DILIGENCE

- 11.1. PRSA reserves the right to conduct due diligence on the information submitted by the bidders prior to final award or at any time during the contract period. Misrepresentation is a criminal offence.

12. FORMAL CONTRACT

- 12.1. This Competitive Bid and all the appended documentation and the proposal in response thereto this bid together with the forms the basis for a formal contract to be negotiated and finalised between PRSA and the successful bidder/s in whole or in part.

SBD 3.1

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of bidder.....	Bid number: PRSA/BID/2024/25/05
Closing Time 12:00	Closing date: 05 May 2025

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Description	Year 1 Cost (Incl. VAT) (12 months)	Year 2 Cost (Incl. VAT) (12 months)	Year 3 Cost (Incl. VAT) (12 months)	Year 4 Cost (Incl. VAT) (12 months)	Year 5 Cost (Incl. VAT) (12 months)
Upfront deposit (once off, if required)	R	N/A	N/A	N/A	N/A
Partitioning and office layout (Installation Costs)- once off	R	N/A	N/A	N/A	N/A
Rand per square meter	R				
Total square meters (on offer)	R				
Office rental per month	R				
Annual escalation rate (Percentage.....%)	R				
Municipal rates & taxes	R				
Operating/maintenance costs per month	R				
Parking rental per month	R				

Please specify any other additional costs	R				
Total Cost Incl. VAT	R	R	R	R	R
Grand Total Cost	R				

- Required by:

- At:

.....

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

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

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) 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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)} \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is

applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender: B-BBEE status level of contributor	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1	N/A	20	N/A	
2	N/A	18	N/A	
3	N/A	14	N/A	
4	N/A	12	N/A	
5	N/A	8	N/A	
6	N/A	6	N/A	
7	N/A	4	N/A	
8	N/A	2	N/A	
Non-compliant contributor	N/A	0	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



SUPPLIER CONSENT: PROTECTION OF PERSONAL INFORMATION ACT

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act, No. 4 of 2013 ("POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Information Regulator; responsible party; special information; as well as any terms derived from these terms.

2. The Ports Regulator will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Ports Regulator" and the Data subject is the "Respondent". Ports Regulator will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. The Ports Regulator reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning the Ports Regulator.
5. In completing this Supplier Declaration form, Ports Regulator acknowledges that it will obtain and have access to personal information of the Respondent. The Ports Regulator agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Ports Regulator Vendor to facilitate for payment in the execution of the Agreement between the Ports Regulator and the Respondent and in accordance with any applicable law.
6. The Ports Regulator further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management including vendor verification on the Central Supplier Database for all organs of state, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively

required period, destruction, de-identification, publishing of personal information by the Ports Regulator and/or its authorised appointed third parties as well as vendor verification on the CSD as required by

7. Furthermore, the Ports Regulator will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, the Ports Regulator requires the Respondent to process any personal information disclosed by the Ports Regulator in the bidding process in the same manner.
8. The Ports Regulator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form (physically, through a computer or any other form of electronic communication).
9. The Ports Regulator shall notify the Respondent, in writing, of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request the Ports Regulator to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. The Respondent may further request that the Ports Regulator correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in the Ports Regulator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying the Ports Regulator against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted to it.

14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

Legal Name of Supplier : _____

Company Registration Number / ID Number of Respondent / Supplier: _____

Name of Authorised Representative: _____

Signature of Respondent's authorised representative: _____

Date of Signature: _____

Should a Respondent have any complaints or objections to processing of its personal information, by the Ports Regulator, the Respondent can submit a complaint to the Information Regulator on <https://www.justice.gov.za/infoereg/>, [click](#) on contact us, [click](#) on complaints.IR@justice.gov.za

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, 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 any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

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

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

- | | |
|--|--|
| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

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

8. Inspections, tests and analyses

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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17. Prices	<p>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.</p>
18. Contract amendments	<p>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.</p>
19. Assignment	<p>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.</p>
20. Subcontracts	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
21. Delays in the supplier's performance	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.