



**APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASE OF OFFICE ACCOMMODATION FOR
THE COUNCIL FOR MEDICAL SCHEMES**

The Council for Medical Schemes (CMS) is currently accepting bids from qualified service providers to respond to the advertisement published in the eTender Portal and CMS Website titled: **Request for Proposals for the appointment of a service provider for the lease of office accommodation to the Council for Medical Schemes (CMS)**. Complete specifications, requirements, and instructions for submitting proposals are set forth in this document.

RFP REFERENCE NO:	CMS01/2023/24
ISSUE DATE:	26 JULY 2023
CLOSING DATE AND TIME:	21 AUGUST 2023 @ 11H00
BID VALIDITY PERIOD:	120 Calendar Days
COMPULSORY BRIEFING SESSION:	10 AUGUST 2023 @ 11H00
DELIVERY ADDRESS FOR TENDER:	CMS – Tender Box Block A, Eco Glades 2 Office Park, 420 Witch-Hazel Avenue, Eco Park, Centurion, 0157
PREFERENTIAL PROCUREMENT SYSTEM: PRICE & SPECIFIC GOALS	90:10

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SECTION 1: INTRODUCTION AND GENERAL PROPOSAL INFORMATION

1. BACKGROUND OF COUNCIL FOR MEDICAL SCHEMES

- 1.1. The Council for Medical Schemes (CMS) is a statutory body established by the Medical Schemes Act, 1998 (Act No.131 of 1998) to provide regulatory supervision of private health financing through medical schemes; and functions as a Schedule 3A Public Entity.

2. VISION

- 2.1. To be an agile and transformative regulator in order to promote affordable and accessible healthcare cover towards universal health coverage.

3. MISSION

- 3.1. The CMS regulates the medical schemes industry in a fair and transparent manner and achieves this by:
- 3.1.1. protecting the public and informing them about their rights, obligations and other matters, in respect of medical schemes;
 - 3.1.2. ensuring that complaints raised by members of the public are handled appropriately and speedily;
 - 3.1.3. ensuring that all entities conducting the business of medical schemes, and other regulated entities, comply with the Medical Schemes Act;
 - 3.1.4. ensuring the improved management and governance of medical schemes;
 - 3.1.5. advising the Minister of Health of appropriate regulatory and policy interventions that will assist in attaining national health policy objectives; and
 - 3.1.6. ensuring collaboration with other stakeholders in executing its regulatory mandate.

4. PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

- 4.1. The purpose of this Request for Proposal (the "RFP") is to invite bidders to submit a firm, fixed price proposal for the **lease of office accommodation** to the Council for Medical Schemes (CMS). Such proposals should address fully the requirements as laid out in this RFP.

5. ISSUING OFFICE AND COUNCIL FOR MEDICAL SCHEMES CONTACT

- 5.1. This RFP, and any subsequent addenda to it, is being issued by Corporate Services of the Council for Medical Schemes, under the auspices of the CMS' Supply Chain Management office. Supply Chain Management unit is the sole point of contact regarding all procurement and contractual matters relating to the requirements described in this

RFP, and is the only office authorised to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any contract(s) awarded as a result of this RFP.

6. RFP TIME SCHEDULE

- 6.1. Suppliers interested in submitting proposals in response to this RFP should do so according to the time schedule outlined below. The CMS reserves the right to modify this schedule, as and when necessitated.
- 6.2. If there is a discrepancy between the dates in the table below and the dates on the cover page, the dates on the cover page take precedence.

ACTION	DATE
Advertisement placed in Government E-Tender Portal and CMS Website	26 July 2023
Compulsory Briefing Session	10 August 2023
Last day for bidders to submit questions	16 August 2023
Deadline for Submission of Proposals (11:00am)	21 August 2023

7. QUESTIONS REGARDING THE RFP

- 7.1. All enquiries, questions, and requests for clarification of the contents of this RFP must be in writing and addressed to the CMS contact persons indicated below. A listing of Bidder enquiries (without identifying the source of the inquiry) and the CMS' responses thereto, will be distributed to all Bidders that submit questions. Whenever a response to an enquiry would constitute a modification or addition to the original RFP, the reply will be made in the form of an Amendment Notice to the RFP. All enquiries must include:
- 7.1.1. The company's name, address and telephone number;
 - 7.1.2. A clear and concise question; and
 - 7.1.3. References to specific points within this RFP.
- 7.2. ***All questions, in writing, must be submitted before the deadline for the submission of questions specified in the RFP time schedule above, by email, quoting the RFP no. listed on the cover page.***
- 7.2.1. All enquiries concerning this RFP should be addressed in writing by email to:
l.madayi@medicalschemes.co.za
 - 7.2.2. Always quote in the subject line of the email, the RFP Reference Number.
 - 7.2.3. No one other than the CMS contact persons identified herein, is authorised to respond to questions regarding this RFP. No meetings or telephonic enquiries will be entertained with qualifying bidders.

8. AMENDMENTS TO THE RFP

- 8.1. The CMS may revise or add to the RFP prior to the deadline for Proposals and, at its own discretion, may extend the deadline for all potential Bidders. Any changes to the RFP will be in the form of a written amendment issued by the CMS. Such amendments will be sent by email to all Bidders, with a request for acknowledgement of receipt. Amendments will be clearly marked as such. Each amendment will be numbered consecutively and will become part of this RFP. Any Bidder who fails to receive such amendments shall not be relieved of any obligation under its proposal as submitted. Except as stated in this paragraph, no one is authorised to amend any part of this RFP, in any respect, either in writing or by oral statement.

9. COMPULSORY BRIEFING SESSION

- 9.1. ***Failure to attend the compulsory briefing session will lead to automatic disqualification and the bid will not be considered for further evaluation – 10 August 2023 at 11h00am.***

SECTION 2: TERMS OF REFERENCE/ SCOPE OF WORK

10. OBJECTIVE

- 10.1. The objective of this bid is to appoint suitable, qualified, and competent service provider for lease of office accommodation to the Council for Medical Schemes for a period of **9 years and 11 months**.

11. SCOPE OF WORK

- 11.1. The Council for Medical Schemes (CMS) is a statutory body established by the Medical Schemes Act (131 of 1998) to provide regulatory supervision of private health financing through medical schemes. The Council for Medical Schemes supervises a massive and very important industry. There are about 72 medical schemes in South Africa with around 8 469 784 beneficiaries.
- 11.2. Therefore, CMS intends entering into a medium to long-term lease to move into a minimum Grade “A” office accommodation to conduct business operations approximately within a (6) month period, within close proximity of the greater Pretoria Area, to accommodate approximately 150 employees.

Bidders need to respond to and comply with the following technical specifications and requirements:

12. MINIMUM TECHNICAL & FUNCTIONAL REQUIREMENTS

12.1. Location

- 12.1.1. (*) CMS requires a grade A accommodation within the greater Pretoria area.
- 12.1.2. The location must be accessible to the CMS partners and stakeholders.
- 12.1.3. The accommodation must be located in a general safe area where officials will not be at risk when leaving the offices after hours.
- 12.1.4. The accommodation must be easily accessible from all major routes from the north, south, east, and west (NI, N4, R21, etc.).
- 12.1.5. The accommodation must be less than or equal to one (1) kilometre distance from the public transport.

12.2. Accommodation

- 12.2.1. CMS requires proposals for a long-term lease for the duration of **9 years and 11 months**.
- 12.2.2. Proposals as mentioned above to be submitted for Office accommodation for the approximate number of 150 staff members in year one (1), and with the following estimation of required office space and facilities:

SPACE TYPE 1	NUMBER
EXECUTIVE WING OFFICES (CLOSED OFFICES)	12
EXECUTIVE WING OFFICES (CUBICLE) EXECUTIVE ASSISTANCE	12
EXECUTIVE RECEPTION	1
RECEPTIONIST/ FOYER/ (SECURITY DESK & TWO WAITING AREAS	1
STAFF KITCHENS	3
MAIN KITCHEN	1
MAIN KITCHEN STOREROOM	1
STAFF LOUNGE	1
BOARDROOM (To host 150 people)	1
ROOM PRE-ASSEMBLY AREA	1
ROOM KITCHENETTE	1
MEDICAL ROOM	1
COMMITTEE ROOM (SMALL CONSULTATION ROOM) (+- 8-seater)	1
INHOUSE STOREROOM	1
COMMITTEE ROOM (8-seater)	1
20-SEATER BOARDROOM 1	1
20-SEATER BOARDROOM 2	1
12-SEATER BOARDROOM	1
8-SEATER BOARDROOM	1
RESOURCE CENTRE/ Library 1 (39.7sqm Currently)	1
6-SEATER CONSULTATION ROOM 1	1
6-SEATER CONSULTATION ROOM 2	1
CALL CENTRE (To Accommodate 6 call centre agents) (32.5sqm currently)	1
SERVER ROOM (30sqm currently)	1
ICT CONSUMABLES STOREROOM 1 (12.8sqm currently)	1
ICT PROGRAMMERS OFFICES (63sqm currently)	1
ICT OFFICES	4
CHEMICAL ROOM (23.10sqm currently)	1
CLEANING STAFF CHANGE ROOM (14sqm currently)	1

PAPER STOREROOM (4sqm currently)	1
PRINTING ROOM	1
FILLING ROOM (36.2sqm currently)	1
TRAINING ROOM (20 people seated)	1
CLOSED STAFF OFFICES	91
CALL CENTRE CONSULTATION ROOM	1
TWO STOREROOMS (BASEMENT AREA)	1

13. TOTAL SQUAREMETERES REQUIREMENT 5000 SQM.

- 13.1 The accommodation must be readily available for immediate occupation; the building must be able to accommodate at least 150 employees.
- 13.2 The total size of the accommodation required by CMS is approximately 5,000m² to cater for both current needs as well as future growth, excluding the basement parking.
- 13.3 The prospective bidder must as part of the bid provide a certificate in respect of the rentable accommodation in terms of the "South African Property Owners Association" method for measuring floor areas which is to be utilised for the calculation of payments.
- 13.4 The accommodation must allow for the corporate image of CMS to be enhanced and preferably easily accessible and clearly visible from the street front.
- 13.5 External garden or deck space to be utilised by staff.
- 13.6 The office accommodation must incorporate basement / under-cover parking (With steel roofing) at the ratio of 4/100m² thus approximately 100 basement / under-cover parking bays with +- 27 open parking bays to accommodate visitors. Provisions to be made for a dedicated disability parking bay.
- 13.7 The accommodation must have adequate trunking and communication service shafts for network communication infrastructure.
- 13.8 The electrical supply to the office accommodation must cater for both normal and clean power.
- 13.9 The building(s) must have an emergency power generator (+- 500KW) to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding, etc.
- 13.10 The accommodation must provide for adequate access for persons with physical disabilities, i.e. handicapped, etc. including toilet facilities both for the office environment as well as public interface area.
- 13.11 The building must have a lift if it has more than one floor.
- 13.12 The building must have an emergency water backup system of 80 000 litres.
- 13.13 The office accommodation must have a minimum floor load capacity of 350kgm² to cater for office safes, high-density filing cabinets and the storage of files.
- 13.14 The proposal must cater for a: long-term lease for the duration of 9 years and 11 months.
- 13.15 The office accommodation must be able to cater for enclosed offices or general open plan environment.

- 13.16 Within the office accommodation a secure archive/filing area of 80m², (not necessarily in one location) must be provided for active official files of business units.
- 13.17 The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977), The Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended, or any other relevant legislative requirements as applicable.
- 13.18 The building shall be fully accessible to disabled persons and adequate facilities must be provided for as per the Department of Public Service Administration's "Handbook on Reasonable Accommodation for People with Disabilities in the Public Service" dated October 2007. (Electronic copy available at request or on the DPSA (Department of Public Service Administration) website. www.dpsa.gov.za)
- 13.19 Bidders must further also commit to submit, prior to occupancy: Certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws, certificates of compliance with the Occupational Health and Safety Act and Accessibility Regulations, or any other relevant legislative requirements as applicable.
- 13.20 **Security**
- 13.20.1 The perimeter of the premises must be adequately secured to ensure no unauthorised access from outside, as the fence must deter and delay any such attempt which must be detected should there be an attempt.
- 13.20.2 The external perimeter must be well illuminated at night as the illumination must be secured against the building illuminating the perimeter fence.
- 13.20.3 Entrances to the building(s) must be limited to the minimum, but access must preferably be afforded via one or more access control points.
- 13.20.4 External walls or fencing of all floors, up to at least (1) meter above the floor level.
- 13.21 **Offices and Partitioning**
- 13.21.1 The respective work areas of business units accommodated within the respective floors shall be divided by means of dry wall partitioning or glass or a combination thereof, with a noise reduction capability of not less than 45dB within a range of 100 to 1000 hertz. This factor has to be the same for wall and glass sections as well as doors.
- 13.21.2 The dividers/partitioning of the Registrar's office as well as the executive wing offices, need to be adequately secured from any infiltration and eavesdropping with sufficient soundproof material.
- 13.21.3 All work areas need to be fitted with access doors with high-quality rotor hinges for high volume usage to a fire rating approved by the Local Fire Department and capability being fitted with access control in future, if required.
- 13.21.4 The doors must be fitted with high-security access control mechanisms.
- 13.21.5 All windows need to be in good working order and fitted with protected film and horizontal wooden/vanished blinds.
- 13.21.6 The internal walls are to be painted to the colour selected by CMS. The landlord will provide the colour palette.

13.22 Passages

- 13.22.1 The general width of passages needs to comprise of a minimum width of 1.5m over short distances.
- 13.22.2 The width of identified areas where there are high volumes of traffic, which includes the movement of files, must be included and indicated on the planned layout of the floor.

13.23 Floor to ceiling height

- 13.23.1 The clear floor to ceiling height in areas where ceiling is used (excluding foyer or other public areas where double volume is used for effect) needs to be as close as possible to 2.7m to be maintained throughout the building.
- 13.23.2 The floor to ceiling height of identified areas, i.e. filing room or server room will be identified in the floor layout planning.
- 13.23.3 The conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in the open plan work areas, office and or public interface areas.

13.24 Doors, locks, and keys

- 13.24.1 All offices shall be fitted with a door with a minimum width of 900mm and fitted with a high security lock mechanism.
- 13.24.2 A minimum of (3) three keys need to be provided in respect of all office door locks to the office manager at the building handover.
- 13.24.3 Two master keys which can unlock all doors must be provided to the office manager at building handover.

13.25 Floor Covering

- 13.25.1 The office and boardroom areas need to be covered with a good industrial carpet.
- 13.25.2 Open areas, restrooms and kitchens needs to be tiled.

13.26 Power points

- 13.26.1 All workstations need to be fitted a 15A outlet socket as well as clean (dedicated) power supply unit.
- 13.26.2 Total number of (460) power points may be required to cater for the workstations, printers and other equipment within the buildings.
- 13.26.3 The preference for the position of power supply units for the general workstations is from the ceiling soffits, as workstations are to be fitted with power posts, thus to be fed from the soffits.
- 13.26.4 The power points need to be provided within a 12m² radiuses or part thereof.

- 13.26.5 CMS shall on finalizing the floor layout design identify the positions of the additional positions for power, i.e. meeting, training- rooms, etc.
- 13.26.6 The power points of general communal areas, lift lobbies, stairs, etc. need to be on the standard positions within the trunking for cleaning, etc.
- 13.26.7 Provision needs to be made at the positions of access doors to the demarcated enclosed work areas for future installation of security systems, i.e. access control system and controllers, magnetic locks, CCTV cameras, etc. CAT6 cabling as well as electrical points need to be provided at all access doors to the demarcated enclosed work areas.
- 13.26.8 The electrical circuits for socket outlets shall be secured by means of a single-phase earth leakage relay, having a sensitivity of 25mA.
- 13.26.9 It is preferable that the building has energy-saving devices installed or that there is any energy-saving programme planned to save energy.

13.27 Lighting

- 13.27.1 The illumination of the building must comply with the minimum requirements of the National Building Regulations and cater for energy saving functionality.
- 13.27.2 The illumination must consist of the necessary interface capabilities to be linked to a BMS (Building Management System) linked to an access control system.
- 13.27.3 All work areas need to be provided with a light switch in a suitable position close to the access/exit door.
- 13.27.4 The following minimum lighting standards need to be provided for the respective areas by means of utilizing energy saving lighting:

Reception areas	100lux
General work areas	300lux
Contact Centre	300-400lux
Passages and General areas	50lux
Conference/Meeting rooms	100lux
Training rooms	200lux
Library	300-400lux
Storerooms	200lux
Parking	50lux

- 13.27.5 All lighting levels are to be measured at the working plane.

13.28 Network & Communication Trunking

- 13.28.1 Adequate network and communication trunking needs to be available between the respective floors for the installation of the required network and communication infrastructure.
- 13.28.2 The trunking servicing of the building must conform to the latest technological standards.
- 13.28.3 CMS shall appoint 3rd parties to provide the necessary communication and network infrastructure, but the landlord needs to provide adequate conduits and or trunking.

13.29 Facilities for cleaners and security personnel

- 13.29.1 Provision must be made for a cleaner's room on every floor of a multi-storey building or for every 1,350m² gross floor areas of not less than 6m² for cleaning equipment and materials.
- 13.29.2 The cleaner's rooms need to be provided with a drip sink slash room.
- 13.29.3 The facility shall comply with the requirements of the Hazardous Chemicals Act regarding storage of chemicals.
- 13.29.4 Separate Chemical room will be required.
- 13.29.5 Make provision for change and rest rooms sufficient to accommodate 10 people.

13.30 Toilet facilities (males)

- 13.30.1 The requirements for toilet facilities to be applied in respect of "males" within the building is two (2) WC (Water Closet) for every (15) persons to a total of (60) and thereafter one for every (20) additional persons or part thereof.
- 13.30.2 In respect of urinals one urinal is required for every (15) persons to a total of (30) thereafter and one for every (30) additional persons or part thereof.
- 13.30.3 A minimum of two (2) hand wash basin is required for every two (2) WC's.

13.31 Toilet facilities (females)

- 13.31.1 The requirements for "female" toilets are one WC (Water Closet) for every (10) persons to a total of (60) and thereafter one for every (20) additional persons or part thereof.
- 13.31.2 Minimum two (2) hand wash basin is required for every two (2) WC's.

13.32 Toilet facilities (Differently abled persons)

- 13.32.1 Toilet facilities for differently abled persons need to be in accordance with acceptable norms and standards with minimum internal dimensions of 1.7m by 1.8m.
- 13.32.2 The toilets facilities for differently abled are the only toilets facilities that operate as "dual gender" toilets i.e. a male may have to assist a disabled female in the toilet or vice versa.

13.33 Kitchens

- 13.33.1 Provision is to be made for at least (1) small kitchen on each floor where staff offices are situated, (dependent on the size of the floor and number of occupants), in which a sink as well as “hot and cold” water is available.
- 13.33.2 These small kitchens must have power points to accommodate (2) coffee/tea vending machines, (1) fridges, (1) microwave ovens and (1) kettles/urns.
- 13.33.3 The ground floor must provide for boardrooms, main kitchen, and staff lounge. The staff lounge must accommodate a minimum of hundred (100) people. Provision must be made for two (2) server counters with storage underneath in the staff lounge. The main kitchen must be sufficient to accommodate fridges (normal standard and undercounter) and lockable pantry.
- 13.33.4 All kitchens need to be fitted with a “hydro-boil” for the constant supply of hot water.

13.34 Lifts

- 13.34.1 Dependent on the layout of the building and the requirements of the National Building Regulations, adequate lifts must be available for staff to access the office work area from the ground floor.
- 13.34.2 The lifts must be in a good working condition and remain in a good state for the entire period of the lease.
- 13.34.3 The landlord must at handover, provide CMS a certificate of the lifts being in a good working condition.
- 13.34.4 A “goods lift” must be available for the daily movement of “goods” from the basement and or ground floor to the working environment.
- 13.34.5 Should the lift cater for movement from the basement to the rest of the building, it must have the capability of being manually controlled to ensure no unauthorized access to the secure office environment.
- 13.34.6 The landlord will be responsible for the maintenance and repairs of the lifts.

13.35 Emergency power supply

- 13.35.1 The building must have an adequate emergency power supply as required in terms of the National Building Regulations.
- 13.35.2 The building must have an emergency power supply unit.
- 13.35.3 Where the building is fitted with an emergency power supply unit, a list of all the standard equipment for which it caters must be provided.
- 13.35.4 Where the building is fitted with an emergency power supply unit, an indication of whether it can cater for additional equipment and in specific 15 servers and 105 computer workstations and 10 MFP Printer/copiers and for how long such additional equipment can be supported.
- 13.35.5 Where the building is fitted with an emergency power supply unit, such unit should be connected to an Uninterrupted Power Supply Unit as specified under section 13.40 of this RFP.

- 13.35.6 Where the building is fitted with an emergency power supply unit, an indication of how long (duration) it can provide emergency power to both standard as well as additional equipment, must be provided.

13.36 Existing security equipment

- 13.36.1. Where the proposed building has existing security equipment installed, an indication should be given of the following:
- a) Access control system? Type of system and software.
 - b) CCTV Camera system? Type of system and software.
 - c) Smoke Detection system. Type and areas covered.
 - d) Fire Suppression system. Type and areas covered.
 - e) Motion Detection system. Type and areas covered.
 - f) Parking Management system.
 - g) Visitor Management system.
 - h) Security Control Room.

13.37 Emergency exit doors

- 13.37.1 CMS requires all emergency exit doors leading to the outside of the building to be fitted with a delayed action alarm locking mechanism.

13.38 Space planning

- 13.38.1 Although space planning will be conducted by a 3rd party, the prospective bidder will be required to interpret the organisation's needs and provide a "space matrix" per floor as part of the bid, based on the organization's business units needs as per the accommodation requirements schedule under section 12.2. of this RFP, to demonstrate the suitability of the building for the allocation of space within the organisation. Any costs incurred by the prospective bidder shall not be for the account of CMS.
- 13.38.2 Bidders submit or provide CMS with an electronic copy of the building floor plan together with their proposal.

13.39 Server room

- 13.39.1 The landlord will be required to prepare a server room of approximate 42m² in terms of the SITA minimum requirements for server rooms for Government/Parastatal institutions in which the facility has a raised floor aligned with international best practices.
- 13.39.2 The server room must be equipped with a suitable and sizeable independent air-conditioning unit to cater for the computer equipment.

- 13.39.3 The air-conditioning unit shall be linked to a fire detection and suppression system (fire suppression system to be provided and maintained by the landlord) and automatically shut down in the event of a fire.
- 13.39.4 To state the type of aircon they will need and if the responsibility of maintenance and service is to be with the landlord.

13.40 Uninterrupted Power Supply (UPS)

- 13.40.1 Although the building may have an emergency power generator, the landlord will also be required to provide and maintain a UPS (Uninterrupted Power Supply) unit to cater for all server equipment (15 servers), all computer workstations (170), emergency lights, and 10 MFP for a minimum period of 30 minutes until power can be fed from the emergency power supply as specified under section 13.35 of this RFP.

13.41 Air-Conditioning

- 13.41.1 The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently.
- 13.41.2 The bidder must indicate the type of air-conditioning system fitted in the building.
- 13.41.3 The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of the lease.
- 13.41.4 Complaints in respect of the escalated air-conditioning problems need to be responded to within a period of (2-4) hours of being reported.
- 13.41.5 Complaints reported in respect of escalated air-conditioning problems need to be resolved within (4-8) hours after the initial response period.

13.42 Existing ICT Infrastructure

- 13.42.1. The bidder must specify and elaborate on any ICT infrastructure which exists in the proposed building and in particular:
 - a) The number of network points catered for.
 - b) Whether the cabling is CAT 5, CAT 6 or fibre optic.
 - c) Where there is an existing computer server room within the building, details on what this consists of.
 - d) Where there are computers patching rooms need to have cabinets and the number of patching rooms, we currently have 9. Depending on the structure if there will be more floors.
 - e) Whether the computer server room has a raised floor.
 - f) Whether the computer server room has an independent air-conditioning system installed.
 - g) Whether the computer server room has a fire detection and suppression system installed.

- h) Whether the computer server room has an access control system installed to control access to this facility.

13.43 Maintenance, service, and repairs

- 13.43.1 It is required that the landlord be responsible for all external building maintenance, service and repairs in respect of the accommodation.
- 13.43.2 Should CMS install any security equipment, this will be excluded from the landlord's responsibilities for maintenance, service and repairs.
- 13.43.3 The response in respect of accommodation defects needs to be within a period of eight (8) hours after being escalated to the landlord.
- 13.43.4 Reported accommodation defects need to be resolved within a period of twenty-four (24) hours unless otherwise agreed to by the delegated responsible official as per the conditions of the SLA contract.

13.44 Project plan to prepare for accommodation

- 13.44.1 Bidders as part of the bid proposal, need to include a detailed project plan with their proposals and projections on the respective phases and actions, etc. to prepare the building(s) for occupancy, (allowing for adequate time to finalise the space planning by a 3rd party). This will also be utilised as part of the evaluation of the bids.
- 13.44.2 To finalise the project plan, bidders may need to make assumptions and therefore need to include comments on assumptions for the Bid Evaluation Committee to take note of during the evaluation of bids.

13.45 Rental area available

- 13.45.1 The size of the rental area which is available should be indicated in m².
- 13.45.2 The number of basement or closed parking bays should be indicated.
- 13.45.3 The number of open parking bays should be indicated.
- 13.45.4 The number and size of storerooms in the basement area (if applicable) should be indicated.

13.46 Tenant installation

- 13.46.1 The prospective bidder needs to indicate what amount has been allocated for tenant installation.
- 13.46.2 The prospective bidder needs to provide a breakdown of all aspects covered within the tenant installation cost.

APPOINTMENT OF A SERVICE PROVIDER FOR THE LEASE OF OFFICE ACCOMMODATION FOR A PERIOD OF NINE (9) YEARS AND ELEVEN MONTHS (11) FOR THE COUNCIL FOR MEDICAL SCHEMES

13.47 Operational costs

13.47.1 The prospective bidder needs to provide a list of all aspects included within the operational costs within this bid, for which CMS will be responsible, (i.e., electricity, water, sewerage, refuse removal, waste management, CID levies, assessment rates, maintenance, etc.).

13.48 Rental and Pricing requirements and sample pricing schedule

13.48.1 The price schedules for the respective period must be completed in respect of the office accommodation. The price per square meter must be clearly indicated and will form the basis for evaluation.

13.48.2 Proposed pricing must include annual escalation based on CPI.

Table 1- Price Schedule example / illustration

Price: Office Building: Proposal: 2 Year Lease Contract (example)								
Period	Description	R m²	% Escalation	Rentable Area m² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y1	Office Rental	R 60.00	0%	11,7000m²	R 702,000.00	R 98,280.00	R 800,280.00	R 9,603,360.00
Y1	Parking Covered Bays	R 450.00	0%	500 Bays	R 225,000.00	R 31,500.00	R 256,500.00	R 3,078,000.00
Y1	Parking Uncovered Bays	R 150.00	0%	50 Bays	R 7,500.00	R 1,050.00	R 8,550.00	R 102,600.00
Y1	Operational Costs	R 20.00	0%	11,7000m²	R 234,000.00	R 32,760.00	R 266,760.00	R 3,201,120.00
Y1	Total:				R 1,168,500.00	R 163,590.00	R 1,332,090.00	R 15,985,080.00
Y2	Office Rental	R 66.00	10%	11,7000m²	R 772,000.00	R 108,108.00	R 880,308.00	R 10,563,696.00
Y2	Parking Covered Bays	R 495.00	10%	500 Bays	R 247,500.00	R 34,650.00	R 282,150.00	R 3,385,800.00
Y2	Parking Uncovered Bays	R 165.00	10%	50 Bays	R 8,250.00	R 1,155.00	R 9,405.00	R 112,860.00
Y2	Operational Costs	R 21.60	8%	11,7000m²	R 252,720.00	R 35,380.80	R 288,100.80	R 3,457,209.60
Y2	Total:				R 1,280,470.00	R 179,293.80	R 1,459,963.80	R 17,519,565.00
							Total Year 1	R 15,985,080.00
							Total Year 2	R 17,519,565.00
TOTAL AMOUNT: 2 YEAR LEASE								R 33,504,645.00

Annexure C (pricing schedule) should be completed in respect of the two options for a medium and long-term lease, taking into account the requirements listed below. Please note that the pricing schedule should be submitted in a separate sealed envelope.

14. EVALUATION PROCESS AND CRITERIA

14.1 Evaluation of bids will be conducted in five (5) Phases as follows:

Table 2 – Evaluation Process and Criteria

Stage	Details
Phase 1	Administrative evaluation criteria: The purpose of this criteria is to evaluate the bidder's completeness of the tender documents.
Phase 2	Mandatory evaluation criteria: The purpose of this criteria is to evaluate the bidders on their eligibility and compliance to applicable laws and regulations. Bidders who fail this Phase will not proceed to Phase 3 .
Phase 3	Technical / Functional evaluation criteria: The purpose of this criteria is to evaluate the bidders on their technical competencies. Bidders who fail this Phase will not proceed to Phase 4 .
Phase 4	Phase 4 Site evaluation criteria: The purpose of this criteria is to evaluate and conduct site visit of the building proposed by the bidder/s. Bidders who fail this Phase will not proceed to Phase 5 .
Phase 5	Price and Specific Goals evaluation criteria: The purpose of this criteria is to evaluate the bidders based on the bid price and Specific Goals.

14.1.1. Phase 1 - Administrative Evaluation

The bidder must meet all the following requirements to pass the Administrative Evaluation:

- a) The bidder must fully comply with the Instruction for Submitting Proposals, outlined in section 4 and must ensure that they complete and sign all the bidding documents in this section.
- b) All the documents listed in Section 4 and 5 of the tender documents must be submitted and completely signed. **Failure to submit and sign the requested documents may result in disqualification at this stage.**
- c) Any tenderer that fails to meet the Administrative Evaluation Criteria may be disqualified and may not be considered for further evaluation.

14.1.2. Phase 2: Mandatory Technical Criteria

- a) Bidders must meet all the following criteria to be considered for further evaluation. Failure to meet all the following criteria will lead to the automatic disqualification:
- b) Bidders are expected to indicate Comply or Does not comply in the following mandatory technical criteria.

Table 3 - Mandatory Technical Criteria

Mandatory Technical Criteria	Comply	Does not Comply	X-Cross Reference/ Comments. (Bidder to complete this column)
Submission of a valid SAPOA certificate.			
Submit a validated Grade A building certification			
Emergency backup generator with a minimum of 475kw			
UPS (Uninterrupted Power Supply) available for the IT connectivity and critical workstations.			
Provision of back up water system			
Compliance with National Building Standard Act (Provide valid certification)			
Compliance with Occupational Health Safety Act (OHSA) (provide valid Certification)			
Submit an electronic copy of the building floor plan together with their proposal			
Submit a minimum two (2) reference in relation to rental of office building lease agreement			
Provide copy of latest positive credit report (of the last six months)			
Provide proof that office building is within the greater Pretoria. (e.g. Physical address, GPS Location pin, Municipal account etc)			
Single tenant accommodation space (provide proof)			
Attendance of Compulsory Briefing Session			
Submission of tender documents before or on the closing date and time. All bids must be submitted, before the Tender Closing Date and Time, in the tender box at the address noted on the cover page. All bids submitted after the Closing Date and time will not be considered.			

14.1.3. Phase 3: Technical Evaluation

14.1.3.1 Bidders will be evaluated in terms of the prevailing supply chain policy applicable to Council for Medical Schemes and it should be noted that:

- a) A minimum of **75 points out of 100 points** on technical capability will be the cut-off to qualify for further evaluation of Site Evaluation.
- b) Council for Medical Schemes will analyse and assess technical capability and therefore the bidder should demonstrate the following:

Table 4 – Technical Evaluation Criteria

CRITERIA	SUB-CRITERIA	WEIGHTING /POINTS	CROSS-REFERENCE TO RESPONSE SUPPORTING										
A) Availability of Accommodation	1. The shortest period required to occupy the premises after tenant installation and network and other critical infrastructure: <table><tr><td>2 Points</td><td>more than 6 months</td></tr><tr><td>4 Points</td><td>between 4 - 5 months</td></tr><tr><td>6 Points</td><td>between 3 - 4 months</td></tr><tr><td>8 Points</td><td>between 2 - 3 months</td></tr><tr><td>10 Points</td><td>Less than 2 months</td></tr></table>	2 Points	more than 6 months	4 Points	between 4 - 5 months	6 Points	between 3 - 4 months	8 Points	between 2 - 3 months	10 Points	Less than 2 months	10	
2 Points	more than 6 months												
4 Points	between 4 - 5 months												
6 Points	between 3 - 4 months												
8 Points	between 2 - 3 months												
10 Points	Less than 2 months												
B) Capacity of the Bidder (Fulfilling Maintenance Obligations):	1. The bidder must demonstrate capacity of the Company (Fulfilling Maintenance Obligations) (20 Points): <table><tr><td>Does the company have the capacity to provide the required maintenance support (provide evidence)?</td><td>5 Points</td></tr><tr><td>Is a maintenance contract included (external maintenance)</td><td>5 Points</td></tr><tr><td>The bidder must demonstrate a detailed evidence/ plan for maintenance and repairs support for external building</td><td>5 Points</td></tr><tr><td>Internal maintenance, HVAC (Internal Air-con systems), Lifts, fire equipment throughout the building</td><td>5 Points</td></tr></table>	Does the company have the capacity to provide the required maintenance support (provide evidence)?	5 Points	Is a maintenance contract included (external maintenance)	5 Points	The bidder must demonstrate a detailed evidence/ plan for maintenance and repairs support for external building	5 Points	Internal maintenance, HVAC (Internal Air-con systems), Lifts, fire equipment throughout the building	5 Points	20			
Does the company have the capacity to provide the required maintenance support (provide evidence)?	5 Points												
Is a maintenance contract included (external maintenance)	5 Points												
The bidder must demonstrate a detailed evidence/ plan for maintenance and repairs support for external building	5 Points												
Internal maintenance, HVAC (Internal Air-con systems), Lifts, fire equipment throughout the building	5 Points												

C) Capability and experience of the Bidder:	1. The bidder must demonstrate their capability and experience in provision and management of office building lease agreement (10 Points): <table><tr><td>The bidder must provide evidence (such as company profile, proof of ownership of building and property insurance) to demonstrate their capability</td><td>5 Points</td></tr><tr><td>The bidder must demonstrate proof of previous experience in provision and maintenance of office building lease agreement (evidence such as award letter, service level agreement):</td><td>5 Points</td></tr></table> <table><tr><td>0-5 years</td><td>1 Point</td></tr><tr><td>5-10 years</td><td>2 Point</td></tr><tr><td>10-13 years</td><td>3 Point</td></tr><tr><td>13-15 years</td><td>4 Point</td></tr><tr><td>15- and Above</td><td>5 Point</td></tr></table> 2. Demonstrate financial stability/capability of the bidder (10 Points): <table><tr><td>2 years latest Audited Financial Statements</td><td>3 Points</td></tr><tr><td>Letter from Financial Institution</td><td>3 Points</td></tr><tr><td>Any supporting evidence proving financial stability of company and include a bank rating</td><td>4 Points</td></tr></table>	The bidder must provide evidence (such as company profile, proof of ownership of building and property insurance) to demonstrate their capability	5 Points	The bidder must demonstrate proof of previous experience in provision and maintenance of office building lease agreement (evidence such as award letter, service level agreement):	5 Points	0-5 years	1 Point	5-10 years	2 Point	10-13 years	3 Point	13-15 years	4 Point	15- and Above	5 Point	2 years latest Audited Financial Statements	3 Points	Letter from Financial Institution	3 Points	Any supporting evidence proving financial stability of company and include a bank rating	4 Points	20	
The bidder must provide evidence (such as company profile, proof of ownership of building and property insurance) to demonstrate their capability	5 Points																						
The bidder must demonstrate proof of previous experience in provision and maintenance of office building lease agreement (evidence such as award letter, service level agreement):	5 Points																						
0-5 years	1 Point																						
5-10 years	2 Point																						
10-13 years	3 Point																						
13-15 years	4 Point																						
15- and Above	5 Point																						
2 years latest Audited Financial Statements	3 Points																						
Letter from Financial Institution	3 Points																						
Any supporting evidence proving financial stability of company and include a bank rating	4 Points																						
D) Technical approach and methodology	1. The bidder must demonstrate technical approach and methodology to execute phases: <table><tr><td>clear milestones</td><td>4 Points</td></tr></table>	clear milestones	4 Points	10																			
clear milestones	4 Points																						

	<table><tr><td>deliverables</td><td>3 Points</td></tr><tr><td>timelines</td><td>3 Points</td></tr></table>	deliverables	3 Points	timelines	3 Points						
deliverables	3 Points										
timelines	3 Points										
E) Provision of turnkey solutions	1. The bidder must demonstrate a detailed project plan and entire process from conceptualisation to the implementation of the turnkey solution such as (spatial design and layout, partitioning, installation of doors, locks, internal floor coverings and skirting requirements, internal wall finishing, additional internal electrical requirements, additional plumbing and water requirements, installation of air conditioners etc.). List not exhaustive (15 Points): <table><tr><td>Briefing and designing (Conceptualisation)</td><td>4 Points</td></tr><tr><td>Costing of the project</td><td>3 Points</td></tr><tr><td>Timelines and deliverables</td><td>4 Points</td></tr><tr><td>Implementation process of the turnkey solution (Implementation)</td><td>4 Points</td></tr></table>	Briefing and designing (Conceptualisation)	4 Points	Costing of the project	3 Points	Timelines and deliverables	4 Points	Implementation process of the turnkey solution (Implementation)	4 Points	15	
Briefing and designing (Conceptualisation)	4 Points										
Costing of the project	3 Points										
Timelines and deliverables	4 Points										
Implementation process of the turnkey solution (Implementation)	4 Points										
F) Capabilities and proof of experience of the Project Team	1. Demonstrate capability, knowledge, and qualifications of the proposed project management team (qualifications, experience and competency of the team. Team members CVs should be included. (25 points): <table><tr><td>Proof of registration with relevant professional body in the built environment</td><td>7 Points</td></tr><tr><td>Years of experience of the team: 6 and above years of experience in project management of office building lease (9 Points) </td><td>9 Points</td></tr></table>	Proof of registration with relevant professional body in the built environment	7 Points	Years of experience of the team: 6 and above years of experience in project management of office building lease (9 Points)	9 Points	16					
Proof of registration with relevant professional body in the built environment	7 Points										
Years of experience of the team: 6 and above years of experience in project management of office building lease (9 Points)	9 Points										

	• 4 to 5 years of experience in project management of office building lease (6 Points) • 2 to 3 years of experience in project management of office building lease (3 Points) • 1 to 0 years of experience in project management of office building lease (0 Point)						
G) Safety and Security	The Bidder must demonstrate and clearly outline the provision of security features of the office complex or surrounding areas, such as (9 Points): <table><tr><td>24-hour security (armed response and alarm) around the office complex or surrounding areas provided by the Bidder</td><td>6 Points</td></tr><tr><td>Access control system to the office complex or surrounding areas provided by the Bidder</td><td>3 Points</td></tr></table>	24-hour security (armed response and alarm) around the office complex or surrounding areas provided by the Bidder	6 Points	Access control system to the office complex or surrounding areas provided by the Bidder	3 Points	9	
24-hour security (armed response and alarm) around the office complex or surrounding areas provided by the Bidder	6 Points						
Access control system to the office complex or surrounding areas provided by the Bidder	3 Points						
Total Technical Scores			100				

14.1.4. Phase 4- Site Evaluation

14.1.4.1. The following criteria would be utilised for the site evaluation phase: Bidders must reach a cut off score of **70 points out of 100 points** during this stage in order to advance to the last evaluation stage where points for price and Specific Goals scores will be determined based on the 90/10 principle.

Table 5 – Site Evaluation Criteria

SITE EVALUATION CRITERIA		Rating					Weight	Total
		1	2	3	4	5		
4.6.1	GENERAL							
4.6.1.1	Access from All Major Access Routes						7	

4.6.1.2	Location of Office Accommodation (Within close proximity of CMS partners and relevant organisations)						6	
4.6.1.3	Amenities (retail, services, restaurants, childcare centre's, etc.)						7	
4.6.1.4	Adequate Parking on Site						6	
4.6.1.5	Attractive Landscaping and Plants						3	
4.6.1.6	Corporate Exposure and Visibility						8	
4.6.1.7	Vehicle Access/ Public Transport access						6	
4.6.2	BUILDING							
4.6.2.1	Age of Building and Grading						5	
4.6.2.2	General High-Quality Presentation						8	
4.6.2.3	General Building Finishes (External and Internal)						4	
4.6.3	BUILDING INFRASTRUCTURE							
4.6.3.1	Functional Design and Layout						12	
4.6.3.2	Internal Access						6	
4.6.3.3	Good Balance Between Light and Environmental Control						3	
4.6.4	ICT INFRASTRUCTURE AND RELATED AREA							
4.6.4.1	Availability of Server Room						6	
4.6.5	SECURITY							
4.6.5.1	Access Control and CCTV Security Systems / Safe and Secure Business Environment						13	
Total							100	

14.1.5. Phase 5 – Price and Specific Goals Evaluation

14.1.5.1. The 90/10 preference points system will be applicable to this tender, with a maximum of 90 points being for price and a maximum 10 points allocation for specific goals points.

14.1.5.2. The Bidders must prepare their proposed fees according to pricing schedule on SBD 3.3. This stage of the evaluation will be as follows:

Table 5 - Price and Specific Goals Evaluation

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS	
Price	Detailed budget breakdown	90	
Specific Goals	(a) Historically Disadvantaged Individuals (5 Points)	10	
	80% - 100% Black Owned		5 Points
	50% - 79.99 Black Owned		4 Points
	20% - 49.99% Black Owned		3 Points
	1% - 19.99 Black Owned		2 Points
	Below 1% Black Owned		0 Points
	(b)Black Woman Owned Enterprise (3 Points)		
	75% - 100% Black Women Owned		3 Points
	51% - 74,99% Black Women Owned		2 Points
	Below 51% Black Women Owned		1 Points
	(c) Ownership by People with Disabilities (2 Points)		
	75% - 100% Ownership by People with Disabilities		2 Points
	51% - 74,99% Ownership by People with Disabilities		1 Points
	Below 51% Ownership by People with Disabilities		1 Point
	TOTAL		100

14.1.6. General Conditions to specific goals

14.1.6.1. Only a bidder who has completed and signed the declaration (SBD 6.1.) part of the RFP documentation will be considered for preference points.

14.1.6.2. CMS may, before RFP is adjudicated or at any time, require a bidder to substantiate claims it has

made with regard to preference.

14.1.7. Submission of mandatory documents

14.1.7.1. Bidders must submit the following documents for verification of specific goals points:

- a) Attach certified copy/ copies of South African ID of Directors/ Owners/ Shareholders to claim points for **Historically Disadvantaged Individuals (HDI)**
- b) Attach medical certificate/ letter from the accredited Health Professional to claim points for **Ownership for People Disability**
- c) Attach copy of B-BBEE Certificate/ sworn affidavit, certified ID copy/ copies, CIPC document to claim points for **Black Women Owned Enterprise**
- d) Fully completed and signed **SBD 6.1**.

14.1.7.2. A trust, consortium, or joint venture will qualify for points for their Specific Goals as a legal entity, provided that the entity submits all documents listed in section 14.1.7.1. of this bid document of each entity.

14.1.7.3. Failure on the part of a bidder to submit proof and above-mentioned documentation, complete and sign as required in SBD 6.1. in terms of this bid to claim points for specific goals with the bid, will interpret to mean that the preference points for specific goals are not claimed.

SECTION 3: TERMS AND CONDITIONS OF TENDER**15. CONTRACT NEGOTIATION AND FORMATION**

Any contract awarded pursuant to this RFP will incorporate the requirements, specifications, terms, and conditions contained in this RFP, as well as the contents of the Bidder's proposal as accepted by the CMS. The CMS reserves the right to negotiate the modification of proposed terms and conditions with the apparent successful bidder in conjunction with the award criteria contained herein, prior to the execution of a contract to ensure a satisfactory product or service. If the parties are unable to reach an agreement, the CMS may go to the next Bidder with the second highest score. The successful bidder will be required to fill out, sign and submit a written contract form in terms of the CMS Supply Chain Management Policy.

16. REJECTION OR ACCEPTANCE OF BIDS

CMS reserve the right to accept or reject bids on each item separately, or as a whole, and to waive any irregularities in a submitted bid. In addition to the above, the successful bidder will be checked against the Register of Defaulters and the List of Restricted Suppliers on the National Treasury database.

17. PROPOSAL PREPARATION COSTS

All costs incurred in the preparation and submission of proposals and related documentation, including the Bidder's presentation to the CMS, will be borne by the Bidder.

18. PROPOSAL ACCEPTANCE PERIOD

Acceptance Period' as indicated in this RFP, means the number of calendar days available to the CMS for awarding a contract. All bids shall remain available for the CMS' acceptance for a minimum of 120 days following the RFP closing date.

19. CLARIFICATION OF BIDS

Prior to the awarding of the contract, the CMS may, at its sole discretion, seek clarification from any Bidder regarding proposal information, and may do so without notification to any other Bidder.

20. SITE VISITS AND REFERENCE CHECKS

Bidders may be subjected to a site visit and/or reference checks during the procurement process.

21. MARKETING REFERENCES

The successful Bidder shall be prohibited from making any reference to the CMS, in any literature, promotional material, brochures, or sales presentations without the express written consent of the CMS.

22. ETHICS

The successful Bidder shall comply with the CMS policies on gifts and gratuities. The vendor shall exercise reasonable care and diligence to prevent any action or conditions that could result in a conflict of interest with the CMS. During the term of the contract, the vendor shall not accept any employment or engage in any work that creates a conflict of interest with the CMS, or in any way compromises the work to be performed under the contract. The vendor and/or its employees shall not offer gifts, entertainment, payments, loans, or other consideration to the CMS employees, their families, other contractors, subcontractors, and other third parties for the purpose of influencing such persons to act contrary to the CMS interest. The vendor shall immediately notify the CMS of any and all such violations of this provision upon becoming aware of such violations.

23. CONFIDENTIALITY

The Contractor, its officers, agents, employees, and consultants shall hold in confidence any information or materials identified as proprietary and/or confidential to the CMS or to any third party, to which the Contractor may have access in the course of performing its obligations under this Agreement. The Contractor shall not disclose or authorise disclosure to others, or use for its own benefit, such confidential information or materials without the express written consent of the CMS or any third-party owner. This entire RFP document should be considered proprietary and confidential to the CMS. This obligation for non-disclosure shall survive this Agreement and continue until such confidential information or materials are otherwise legally obtained or placed in the public domain.

24. SPECIAL CONDITIONS

24.1. Any award(s) made as a result of this RFP will be subject to the following terms and conditions:

24.1.1. Liquidated Damages

The successful Bidder agrees to negotiate in good faith with the CMS, a Liquidated Damages provision which will specify an amount to be payable or credited to the CMS if the Bidder fails to comply with the implementation schedule mutually agreed to, in the contract award.

24.1.2. Payment Schedule and Invoicing

The successful Bidder agrees to negotiate in good faith with the CMS, a progress payment schedule based on significant milestones identified in the scope of work and/or the implementation schedule included in the resulting contract. Bidders should provide a suggested payment schedule as part of their proposal.

24.1.3. Prime Sponsor Terms and Conditions

Any award which may result from this RFP will be issued subject to the terms and conditions of the prime funding agency, in this case the CMS. Proposals submitted by Bidders who are unable to accept said terms will be considered non-responsive.

24.2. Minimum of seven (7) years with a possibility of extension (Escape Clause)

25. REJECTION OF PROPOSALS

25.1. CMS may reject bids which are non-responsive, including, without limitation, bids which contain the following defects:

25.1.1. Failure to conform to the rules or requirements contained in the RFP; including the instructions for submitting proposal and the proposal format guidelines.

25.1.2. Failure to sign the entire original bid documentation (including additional submissions by the Bidder).

25.1.3. Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected.

25.1.4. Non-compliance with any applicable law, unauthorised additions or deletions, conditional bids, incomplete bids, or irregularities of any kind which may tend to make the bid incomplete, indefinite or ambiguous as to its meaning.

25.1.5. Provisions reserving the right to accept or reject an award or to enter into a contract containing terms and conditions that are contrary to those in the solicitation.

25.1.6. Furthermore, the contract with the successful bidder may be subject to conditions, such as:

- (i) the successful Bidder should maintain its B-BBEE status for the duration of the contract and
- (ii) the Bidder should provide additional documentation such as a new tax clearance certificate upon expiry of the previous version.

26. CONTRACT IDENTIFICATION

26.1. Prime Contractor

The CMS prefers to work with a single prime contractor for all product and implementation services. Nevertheless, if vendors wish to partner, they must submit a single proposal with an established entity that shall be the primarily responsible point of contact and contracting.

26.2. Vendor Prime Contractor Responsibility

If a vendor's proposal includes equipment, hardware, software or services to be supplied by other entities, it is desirable that the proposing vendor acts as prime contractor for the procurement of all products and services. The vendor, as the prime contractor, should be the sole point of contact, including payment of any and all charges, resulting from the purchase of the lease of the office accommodation. The vendor, acting as primary contractor, should take full responsibility for rendering services by its subcontractor(s). Each subcontractor used by the vendor on this project shall be required to submit full identification of their company to the CMS on the form titled Subcontractor Identification, found in Annexure F to this RFP.

27. ENTIRE AGREEMENT

The contract executed pursuant to this RFP will state the entire agreement between the parties in respect to the subject matter covered therein and supersedes any previous or contemporaneous oral or written proposals, statements, discussions, negotiations, or other agreements. However, this RFP and the Bidder's response will be incorporated by reference into the contract.

28. ADDITIONAL INFORMATION

CMS may request additional information either from the Bidder or others, to verify the Bidder's ability to successfully meet the requirements of this RFP.

29. NATIONAL TREASURY REQUIREMENTS

- 29.1. Within ten (10) working days after the closure of the advertised competitive bid, the CMS will publish on its website the names of all bidders that submitted bids in relation to the particular advertisement.
- 29.2. Information on the successful bid will be made available on the CMS website. In addition to the above, the successful bidder will be checked against the Register of Defaulters and the List of Restricted Suppliers on the National Treasury database.

30. REGISTRATION ON NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)

Bidders must be registered on the CSD. Confirmation of registration in the form must be submitted together with the bid documents.

31. JOINT VENTURE

- 31.1. 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. Bidders that submit bids as a Joint Venture, Consortium or Trust must comply with the following requirements:

- 31.1.1. In case of a Joint Venture/Consortium submission, the Bidder/s shall submit a Joint Venture agreement signed by all parties.
- 31.1.2. Every member of the joint venture is registered with the professional body listed in this tender document
- 31.1.3. Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. CMS will accept signed agreements as acceptable proof of the existence of a Joint Venture and/or Consortium arrangement.
- 31.1.4. The Joint Venture and/or Consortium agreements must clearly set out the roles and responsibilities of the Lead Partner/ Director and the Joint Venture and/or Consortium party. The agreement must also clearly identify the Lead Partner/ Director, with the power of attorney to bind the other party/parties in respect of matters pertaining to the Joint Venture and/or Consortium arrangement.

SECTION 4: INSTRUCTIONS FOR SUBMITTING PROPOSALS

32. Bidders should submit their proposals in the format and manner described below. Proposals must provide a complete response to all requirements stated in the RFP. Proposals that are not compliant with the requirements, may be disqualified.

- (a) Bids sent via facsimile (FAX) or email will not be accepted. Late bids will not be accepted.
- (b) There should be one signed original, two (2) additional hard copies of the original document submitted and USB. The original bid document must be initialled on every page/entire document, including all other submissions by the Bidder.
- (c) The Pricing Schedule should be submitted in a separate sealed envelope. Pricing should not be reflected in any other part of the proposal or cover thereof.
- (d) Bids must be sealed, and the outer package marked with the RFP number.
- (e) Structure of the Proposal:

33. **ENVELOPE 1 - TECHNICAL PROPOSAL. The technical proposal must be structured as follows:**

33.1. Cover page. The cover page must be on the company letterhead and must include:

- (a) Name of the Company
- (b) RFP number and
- (c) Bid description.

33.2. **Table of Contents page**

33.3. **Executive Summary**

33.4. **Annexures.** All relevant forms attached as Annexures A to K to this document, must be completed in full and signed where applicable by a duly authorised official of the primary contractor / bidder.

- (a) **Annexure A** – SBD 1 - Invitation to Bid
- (b) **Annexure B** – Proof of authority must be submitted e.g. company resolution that the person signing SBD 1 is authorised to do so.
- (c) **Annexure C** – **SBD 4 – Declaration of interest** – The vendor must certify that it has in no way entered into any contingent fee arrangement with any firm or person, and further that the vendor has not in any manner sought by collusion, to secure any advantage over other vendor(s). **This must be done by completing the “Declaration of Interest – Form SBD4” attached as Annexure C to this RFP.**
- (d) **Annexure D** – Response to **MANDATORY TECHNICAL CRITERIA**
- (e) **Annexure E** – Response to **Weighted TECHNICAL CRITERIA**
- (f) **Annexure F** – **SBD 6.1 – Preference Points Claim form** – This must be done by completing the “Preference Points Claim Form – Form SBD 6.1” attached as Annexure D to this RFP.
- (g) **Annexure G - Proposal adherence checklist – the checklist has been compiled for your ease of use and to ensure that your bid complies with the CMS administrative and technical requirements.**

34. **Table – 4 ENVELOPE 2 – PRICING PROPOSAL.**

34.1. Bidders must complete the pricing template listed below.

- (a) **Annexure H – SBD3.3 - Pricing Schedule / Proposal - All prices should include VAT.** Pricing schedule should be submitted in a separate sealed envelope. Pricing should not be reflected in any other part of the proposal or cover thereof.
- (b) All instructions regarding the format of the proposal should be followed; otherwise Bidders may be excluded from the rest of the bidding process. Please ensure that you comply fully with all requirements set out in the tender document.
- (c) Bids must be submitted to the address listed on the RFP Cover Page.

SECTION 5: RETURNABLE AND STANDARD BIDDING DOCUMENTS (SBD)

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE COUNCIL FOR MEDICAL SCHEMES					
BID NUMBER:	CMS01/2023/24	CLOSING DATE:	21 AUGUST 2023	CLOSING TIME:	11:00am
DESCRIPTION	Appointment of a service provider for the lease of office accommodation to the Council for Medical Schemes (CMS).				
BID/QUOTATION RESPONSE DOCUMENTS MUST BE DELIVERED TO THE FOLLOWING ADDRESS:					
Council for Medical Schemes, Block A, Eco Glades 2 Office Park, 420 Witch-Hazel Avenue, Eco Park, Centurion, 0157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO		
CONTACT PERSON	Mr. Ludwe Madayi		CONTACT PERSON	Ms. Wilma Warden	
TELEPHONE NUMBER	012 431 0484		TELEPHONE NUMBER		
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
EMAIL ADDRESS	l.madayi@medicalschemes.co.za		EMAIL ADDRESS	w.warden@medicalschemes.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FASCIMILE NUMBER	CODE		NUMBER		
EMAIL 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 YES NO		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX YES NO	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME's & QSE's) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	TICK APPLICABLE BOX AND IF YES ENCLOSE PROOF YES NO		2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORKS OFFERED?	TICK APPLICABLE BOX AND IF YES ENCLOSE PROOF YES NO	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			TICK YES/NO YES NO		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW					

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, 2022, 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 IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

PRICING SCHEDULE -FIRM PRICES

SBD 3.3

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

Name of bidder.....bid number: CMS01/2023/24
Closing Time 11:00am on the 21 of August 2023

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

_____	R_____
days	
_____	R_____
days	
_____	R_____
days	
_____	R_____
days	

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____			R.....
_____			R.....
_____			R.....
_____			R.....

TOTAL: R.....

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
_____			R.....
_____			R.....

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-----			R.....
-----			R.....

TOTAL: R.....

6.

Period required for commencement with project after acceptance of bid

.....
7.

Estimated man-days for completion of project

.....
8.

Are the rates quoted firm for the full period of contract?

*YES/NO
9.

If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

.....

PRICING SCHEDULE 1**Price: Office Building: Proposal 1: 5 Years Lease Contract**NAME OF BIDDER:BID NO.: **CMS01/2023/24**

CLOSING TIME:

CLOSING DATE.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y1	Office Rental	R	0%	m ²	R	R	R	R
Y1	Parking Covered Bays	R	0%	Bays	R	R	R	R
Y1	Parking Uncovered Bays	R	0%	Bays	R	R	R	R
Y1	Operational Costs	R	0%	m ²	R	R	R	R
Y1	Total:				R	R	R	R
Y2	Office Rental	R	%	m ²	R	R	R	R
Y2	Parking Covered Bays	R	%	Bays	R	R	R	R
Y2	Parking Uncovered Bays	R	%	Bays	R	R	R	R

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Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y2	Operational Costs	R	%	m ²	R	R	R	R
Y2	Total:				R	R	R	R
Y3	Office Rental	R	%	m ²	R	R	R	R
Y3	Parking Covered Bays	R	%	Bays	R	R	R	R
Y3	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y3	Operational Costs	R	%	m ²	R	R	R	R
Y3	Total:				R	R	R	R
Y4	Office Rental	R	%	m ²	R	R	R	R
Y4	Parking Covered Bays	R	%	Bays	R	R	R	R
Y4	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y4	Operational Costs	R	%	m ²	R	R	R	R
Y4	Total:				R	R	R	R
Y5	Office Rental	R	%	m ²	R	R	R	R
Y5	Parking Covered Bays	R	%	Bays	R	R	R	R
Y5	Parking Uncovered Bays	R	%	Bays	R	R	R	R

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Period	Description	R m²	% Escalation	Rentable Area m² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y5	Operational Costs	R	%	m²	R	R	R	R
Y5	Total:				R	R	R	R
							Total Year 1	R
							Total Year 2	R
							Total Year 3	R
							Total Year 4	R
							Total Year 5	R
TOTAL AMOUNT: 5 YEAR LEASE								R

Comparative Price of Bid under consideration (PT) = Pt-PS + Pt-SP	R
---	---

PRICING SCHEDULE 2**Price: Office Building: Proposal 2: 9 Years 11 Months Lease Contract**NAME OF BIDDER: BID NO.: **CMS01/2023/24**

CLOSING TIME: CLOSING DATE.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y1	Office Rental	R	0%	m ²	R	R	R	R
Y1	Parking Covered Bays	R	0%	Bays	R	R	R	R
Y1	Parking Uncovered Bays	R	0%	Bays	R	R	R	R
Y1	Operational Costs	R	0%	m ²	R	R	R	R
Y1	Total:				R	R	R	R
Y2	Office Rental	R	%	m ²	R	R	R	R
Y2	Parking Covered Bays	R	%	Bays	R	R	R	R
Y2	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y2	Operational Costs	R	%	m ²	R	R	R	R
Y2	Total:				R	R	R	R

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Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y3	Office Rental	R	%	m ²	R	R	R	R
Y3	Parking Covered Bays	R	%	Bays	R	R	R	R
Y3	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y3	Operational Costs	R	%	m ²	R	R	R	R
Y3	Total:				R	R	R	R
Y4	Office Rental	R	%	m ²	R	R	R	R
Y4	Parking Covered Bays	R	%	Bays	R	R	R	R
Y4	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y4	Operational Costs	R	%	m ²	R	R	R	R
Y4	Total:				R	R	R	R
Y5	Office Rental	R	%	m ²	R	R	R	R
Y5	Parking Covered Bays	R	%	Bays	R	R	R	R
Y5	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y5	Operational Costs	R	%	m ²	R	R	R	R
Y5	Total:				R	R	R	R

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Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y6	Office Rental	R	%	m ²	R	R	R	R
Y6	Parking Covered Bays	R	%	Bays	R	R	R	R
Y6	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y6	Operational Costs	R	%	m ²	R	R	R	R
Y6	Total:				R	R	R	R
Y7	Office Rental	R	%	m ²	R	R	R	R
Y7	Parking Covered Bays	R	%	Bays	R	R	R	R
Y7	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y7	Operational Costs	R	%	m ²	R	R	R	R
Y7	Total:				R	R	R	R
Y8	Office Rental	R	%	m ²	R	R	R	R
Y8	Parking Covered Bays	R	%	Bays	R	R	R	R
Y8	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y8	Operational Costs	R	%	m ²	R	R	R	R
Y8	Total:				R	R	R	R

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Period	Description	R m²	% Escalation	Rentable Area m² Total Bays	Sub-total	VAT	Total	(12 months) Amount
Y9	Office Rental	R	%	m²	R	R	R	R
Y9	Parking Covered Bays	R	%	Bays	R	R	R	R
Y9	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y9	Operational Costs	R	%	m²	R	R	R	R
Y9	Total:				R	R	R	R
Y10	Office Rental	R	%	m²	R	R	R	R
Y10	Parking Covered Bays	R	%	Bays	R	R	R	R
Y10	Parking Uncovered Bays	R	%	Bays	R	R	R	R
Y10	Operational Costs	R	%	m²	R	R	R	R
Y10	Total:				R	R	R	R
Total Year 1							R	
Total Year 2							R	
Total Year 3							R	
Total Year 4							R	
Total Year 5							R	
Total Year 6							R	
Total Year 7							R	
Total Year 8							R	

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Period	Description	R m ²	% Escalation	Rentable Area m ² Total Bays	Sub-total	VAT	Total	(12 months) Amount
							Total Year 9	R
							Total Year 10	R
							TOTAL AMOUNT: 10 YEAR LEASE	R

Comparative Price of Bid under consideration (PT) = Pt-PS + Pt-SP	R
---	---

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 interest in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

.....

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

2.3.1 If so, furnish particulars:

.....

.....

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 consortium¹ 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.
- 3.5. 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.
- 3.6. There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7. 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

¹ 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.

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 90/10 preference point system.

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

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

1.4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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

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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:

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (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)										
a) Historically Disadvantaged Individuals	5 Points: <table><tr><td>80% - 100% Black Owned</td><td>5 Points</td></tr><tr><td>50% - 79.99 Black Owned</td><td>4 Points</td></tr><tr><td>20% - 49.99% Black Owned</td><td>3 Points</td></tr><tr><td>1% - 19.99 Black Owned</td><td>2 Points</td></tr><tr><td>Below 1% Black Owned</td><td>0 Points</td></tr></table>	80% - 100% Black Owned	5 Points	50% - 79.99 Black Owned	4 Points	20% - 49.99% Black Owned	3 Points	1% - 19.99 Black Owned	2 Points	Below 1% Black Owned	0 Points	N/A		N/A
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b) Black Women Owned Enterprise	3 Points: <table><tr><td>75% - 100% Black Women Owned</td><td>3 Points</td></tr><tr><td>51% - 74,99% Black Women Owned</td><td>2 Points</td></tr><tr><td>Below 51% Black Women Owned</td><td>1 Points</td></tr></table>	75% - 100% Black Women Owned	3 Points	51% - 74,99% Black Women Owned	2 Points	Below 51% Black Women Owned	1 Points	N/A		N/A				
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c)Ownership by People with Disabilities	2 Points: <table><tr><td>75% - 100% Ownership by People with Disabilities</td><td>2 Points</td></tr><tr><td>51% - 74,99% Ownership by People with Disabilities</td><td>1 Points</td></tr><tr><td>51% - 74,99% Below 51% Ownership by People with Disabilities</td><td>0 Points</td></tr></table>	75% - 100% Ownership by People with Disabilities	2 Points	51% - 74,99% Ownership by People with Disabilities	1 Points	51% - 74,99% Below 51% Ownership by People with Disabilities	0 Points	N/A		N/A				
75% - 100% Ownership by People with Disabilities	2 Points													
51% - 74,99% Ownership by People with Disabilities	1 Points													
51% - 74,99% Below 51% Ownership by People with Disabilities	0 Points													

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded 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*

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paritem (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:	

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT July 2010

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

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

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- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. "GCC" means the General Conditions of Contract.
- 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. "Project site," where applicable, means the place indicated in bidding documents.
- 1.21. "Purchaser" means the organization purchasing the goods.
- 1.22. "Republic" means the Republic of South Africa.
- 1.23. "SCC" means the Special Conditions of Contract.
- 1.24. "Services" means those functional services ancillaries to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so, required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so, required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

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- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

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

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - b) in the event of termination of production of the spare parts:
 - ✓ advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - ✓ following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - a) if the supplier fails to deliver any or all 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

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 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 (NIP) Programme

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

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

Checklist (Annexure G)

ADMINISTRATIVE AND TECHNICAL RESPONSIVENESS CHECKLIST

<u>GENERAL REQUIREMENTS</u>	
1 signed original, 2 additional hardcopy and USB	☐
Apart from being signed, the original must also be initialled on each page.	☐
Bids Sealed and outer package marked with Request for Proposal number.	☐
Pricing proposal included in a different envelope to technical proposal	☐
Executive Summary included	☐
SCM Invite to Bid – Form SBD 1 (Annexure A)	
Name of Bidder and all contact details provided	☐
VAT Registration Number supplied	☐
Tax Clearance Certificate/ SARS Pin Document	☐
Registered Representative indicated	☐
Form Signed	☐
Proof of Authority to sign SBD1 (Annexure B)	
Proof of Authority to sign SBD1 included (e.g. company resolution)	☐
SCM Declaration of Interest – Form SBD4 - (Annexure C)	
Questionnaire completed in full and any possible conflict of interest declared.	☐
Declaration signed by duly authorised representative	☐
Mandatory Technical Criteria (Annexure D)	
Mandatory Technical Criteria template completed, and response included	☐
Letters from companies confirming previous clients reference relevant to this tender	☐
Weighted Technical Criteria (Annexure E)	
Weighted Technical Criteria Response included	☐
SCM Preference Points Claim Form – Form SBD 6.1- (Annexures F)	
Claim form for preference points for Specific goals points (SBD6.1) completed and form signed.	☐
SCM Pricing Schedule – Form SBD 3.3 - (Annexure H)	
Pricing proposal included in a different envelope to technical proposal	☐
Completed both the SBD3.3 AND the pricing template provided by CMS	☐