



## REQUEST FOR BID (RFB)

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE ACCOMMODATION TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) IN MTHATHA FOR A PERIOD OF 9 YEARS AND 11 MONTHS.**

<b>BID NUMBER:</b>	PPSA/2025/BID0022
<b>ISSUE DATE:</b>	13 February 2026
<b>RFB Closing Date and Time:</b>	06 March 2026 AT 11H00AM.
<b>BID VALIDITY PERIOD:</b>	120 Days
<b>BRIEFING SESSION:</b>	N/A
<b>BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT:</b>	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria, 0083

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA</b>					
BID NUMBER:	<b>PPSA/2025/BID0022</b>	CLOSING DATE:	<b>06 MACRH 2026</b>	CLOSING TIME:	<b>11:00</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFICE ACCOMMODATION TO THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA) IN MTHATHA FOR A PERIOD OF 9 YEARS AND 11 MONTHS.</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>Public Protector South Africa</b>					
<b>175 Lunnon Street</b>					
<b>Hillcrest Office Park</b>					
<b>Pretoria, 0083</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Cleopar Mahlangu		CONTACT PERSON	Tiyani Thuketane	
TELEPHONE NUMBER	<b>012 366 7214</b>		TELEPHONE NUMBER	<b>012 366 7152</b>	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<a href="mailto:CleoparM@pprotect.org">CleoparM@pprotect.org</a>		E-MAIL ADDRESS	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> YES <input type="checkbox"/> NO [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
<input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>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. SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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 PUBLIC PROTECTOR SOUTH AFRICA (PPSA) TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

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

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

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

Name of bidder.....	Bid number: PPSA/2025/BID0022
Closing Time 11:00	Closing date: 06 March 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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Bidding price must be in accordance with the Specification item **7.5 PRICING SCHEDULE – Page – 24-27.**

**TOTAL COST OF THE BID FOR A PERIOD OF 9 YEARS AND 11 MONTHS: R.....**

- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....  
\*Delivery: Firm/not firm
- Delivery basis .....

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

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

\*Delete if not applicable



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 consortium<sup>2</sup> 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 Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## SBD 6.1

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

This preference form must form part of all the 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**

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#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 **To be completed by the organ of state**
- (a) The applicable preference point system for this tender is the 80/20 preference point system
- 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     |
|--|------------|
| <b>PRICE</b>                                     | 80         |
| <b>SPECIFIC GOALS</b>                            | 20         |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b> |
- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: **80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 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:

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

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.) Bidder must submit proof as supporting documents for the point's claimed. None submission may render the points not been awarded to the bidder.**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed system) (To be completed by the tenderer)
<b>Historically Disadvantaged individual (HDI)</b>		
Enterprises with ownership of 51% or more by person/s who are black person/s.	10	
Enterprises with ownership of 51% or more by person/s who are women	5	
Enterprises with ownership of 51% or more by person/s who are youth	3	
Enterprise with ownership of 51% or more by person/s with disability	2	
Enterprises with ownership of less than 51% by person/s who are black or less than 51% by person/ s who are women or less than 51% by person/s who are youth or less than person/s with disability	0	
<b>Total</b>	<b>20</b>	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.2. Name of company/firm.....

4.3. Company registration number: .....

4.4. 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]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the

preference(s) shown and I acknowledge that:

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

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## **TERMS OF REFERENCE**

### **1 MANDATE OF THE PPSA**

- 1.1 The Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power to:
- 1.2 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice.
- 1.3 Report on that conduct; and take appropriate remedial action.
- 1.4 The PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favor or prejudice. The PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. The PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.
- 1.5 The PPSA has national footprint, which is Head Office, nine (09) Provincial Offices, six (06) Regional Offices and two (2) Satellite Offices with the corporate organogram consists of the following departments,
  - a) Executive Authority
  - b) Investigations branches
  - c) Stakeholder Management and
  - d) Corporate services
- 1.6 The current Regional Office is in Mthatha CBD. The strategic needs for the office have changed, PPSA therefore requires a service provider to provide suitable office accommodation in Mthatha.

### **2 OBJECTIVE**

- 2.1 The PPSA is looking for a new or renovated building to be utilized as corporate office space for the implementation of its mandate. The facility should be located in Mthatha within the CBD and be easily accessible to both internal and external stakeholders.

2.2 The PPSA herein invites suitably qualified and experienced Property Developers/Owners, Facilities Management service providers or similar to submit bids for the leasing of their office accommodation facilities/properties for the PPSA Regional Office to run its day-to-day office operations.

### 3. OBJECTIVES AND PROBLEM STATEMENT

- 3.1 The Batho Pele principles sets out standards that government and organs of state should maintain with regards to service delivery. There are clear implications of this policy for the design and management of government office buildings, including:
- (a) Providing adequate, well designed and clearly marked reception and public service areas to enable the general public to access the required services promptly and with ease;
  - (b) Ensuring that PPSA office facilities can be easily used by everyone, including old people and people with disabilities.

### 4. STRUCTURAL DIMENSIONS OR REQUIREMENTS

4.1 The scope of this project will include the provision of office accommodation and parking bays for the PPSA Mthatha Regional Office needs requirements as outlined on Table 1 below.

REQUIREMENTS	SIZE IN SQUARE METRE (SQM)
PUBLIC WAITING AREA / RECEPTION	20
REGIONAL MANAGER	12
INVESTIGATOR X 2	20
ASSISTANT INVESTIGATOR X 1	8
OUTREACH OFFICER X 1	8
ADMIN ASSISTANT X1	8
INTERN X 1	8
DUPLICATING/BUSINESS CENTRE	4
BOARDROOM	20
COMMITTEE/MEETING ROOMS X 1	12
CONSULTATION ROOMS – INVESTIGATIONS X 1	8
SERVER ROOM + NETWORK ROOM	6
LIBRARY	15

STRONG ROOMS X 1	12
REGISTRY AND USED WITH DUPLICATING	30
ARCHIVES (OLD RECORDS)	15
FIRST AID ROOM/ SICK BAYS	10
KITCHEN	12
PAUSE AREA	8
GENERAL STORE (FOR e.g., FURNITURE ETC.)	5
WELLNESS ROOM	10
CLEANERS ROOM	8
CIRCULATION, TECHNICAL SUPPORT, FACILITIES MANAGEMENT AND ABLUTIONS ACC. SANS 10400 (FOR MALE AND FEMALE, FOR VISITORS AND FOR PEOPLE WITH DISABILITIES)	121
<b>TOTAL SQUARE METER = 260</b>	

<b>PARKING BAYS</b>	<b>08</b>
SECURED AND/OR UNDERCOVER PARKING	05
SECURED AND LOCKABLE GARAGE FOR OFFICE VEHICLES	01
PARKING FOR DISABLED	01
VISITORS VEHICLES	01

- 4.2 Provide a stand-alone, single tenanted building or multiple tenanted but interconnected (multi-storey) office space to ensure an acceptably secure working environment as per the required m2/ that is visible and prominent from major routes.
- 4.3 Access for people living with disabilities, (lifts if offices not on ground floor, Ramps and Signage)
- 4.4 The proposed building/s must be easily accessible within reasonable walking distance from taxi rank or public transport route or rail etc.
- 4.5 The proposed building should have a professional look and feel and be in a safe, secure environment that does not present a security risk to the PPSA staff members including those who may be working after hours.
- 4.6 Bidders should have the capability to offer a solution in specialized services including but not limited to space-planning, interior design, architecture services, engineering (Mechanical, Electrical, Electronic, Acoustics, fire, etc.), Facilities Management and

Lease contract management. All services should be supplied by bona fide service providers in good standing and may be subject to a vetting process by PPSA.

- 4.7 For the purposes of tenant installation and/or renovations, the bidders shall submit a proposal showing the building designs and core installations as well as miscellaneous installation that are required for the building.
- 4.8 Any alterations/ refurbishments by the bidder should meet PPSA's requirements

## **5. DURATION OF APPOINTMENT**

- 5.1 The duration of the lease contract will be for a period of 9 years and 11 months with an option to renew or extend upon expiry of the lease.

## **6. GUIDELINES FOR RESPONSE**

- 6.1 Property Developers/Owners, Facilities Management or similar company should demonstrate the following:
- 6.1.1 Relevant skills, experience in well-established facilities management services i.e. provision of leasing office accommodation.
- 6.1.2 The building to be within the CBD or within 5km radius and easily accessible including people with disabilities.
- 6.1.3 The property should be accessible to public transport (buses, taxis and rail).  
The property size should be of a minimum of **260m<sup>2</sup>** and **08** parking bays (including secured overnight parking bay for 01 PPSA vehicle).
- a) Submit a detailed Project Methodology/Project Plan or Development Implementation Plan with fixed deliverables and timelines. A detailed explanation of the methodology and approach that will be followed to conduct and deliver the required office accommodation for the PPSA. Project Methodology should demonstrate the ability and capacity to deliver the project within four (04) months of award by the PPSA.
- b) The PPSA will conduct a site inspection to verify the property descriptions, location, accessibility, main roads.

NB: Skilled and experienced team members to execute the range of activities and tasks specified in the terms of reference with integrity in a professional manner. This should include the CVs of the project team (Team Leader) that will service the PPSA account.

## 7. EVALUATION

The bid will be evaluated in four (4) phases as outlined below

**7.1 Phase1 evaluation: administrative Compliance:** Bidders must ensure that they complete, and sign documents as indicated below, and the documents must be submitted as part of the bid document by the closing date and time:

- ❖ Signed SBD 1: Invitation to Bid
- ❖ Signed SBD 3.1: Pricing Schedule
- ❖ Signed SBD 4: Bidders Disclosure
- ❖ Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022
- ❖ Bidders must submit proof for specific goals claim.
- ❖ The bidder must be registered on Central Supplier Database (CSD): The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

### **Specific goals requirements**

Enterprises with ownership of 51% or more by person/s who are black person/s.

Enterprises with ownership of 51% or more by person/s who are women

Enterprises with ownership of 51% or more by person/s who are youth

Enterprise with ownership of 51% or more by person/s with disability

### **Required Proof (Copies)**

- CIPC registration documents and,
- B-BBEE certificate/sworn affidavit and,
- South African Identification Document
- CSD
- CIPC registration documents and,
- B-BBEE certificate/sworn affidavit and,
- South African Identification Document
- CSD
- CIPC registration documents and,
- B-BBEE certificate/sworn affidavit and
- South African Identification Document
- CSD
- Letter from the Doctor confirming Disability
- Medical certificate
- South African Identification Document

## **7.2 Phase 2 evaluation: Mandatory Requirements:**

7.2.1 Below are mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for phase 3 evaluation. Non submission of all mandatory documents will disqualify the bidder.

DESCRIPTION	<i>Bidders must provide substantiation in all instances where there is indication of compliance or non-compliance, bidders must indicate with <b>yes/no</b></i>	
MANDATORY REQUIREMENTS	Comply (Yes)	Comply (No)
<p>1. PROPERTY OWNERSHIP</p> <p>If the bidder is not the owner, proof of property ownership, proof of agreements/mandate between the owner(s) and the property management company, registered and practicing as such</p> <p><b>Compliance requirement:</b></p> <ul style="list-style-type: none"> <li>• Copy of the Title deed if owner is directly bidding or</li> <li>• Signed deed of transfer or</li> <li>• If acting on behalf of the owner attach both copy of the title deed/signed deed of transfer and copy of power of attorney/ signed mandate letter or</li> <li>• Signed deed of sale agreement by both the buyer and seller or</li> <li>• Signed lease agreements</li> </ul>		
<p>2. Electrical Certificate of Compliance (ECOC) or Letter of compliance The ECOC / Letter of Compliance for the building/proposed office space confirms that electrical installation (wiring, DB board, plugs, etc.) meets the national safety standards.</p>		
<p>3. Plumbing Certificate of Compliance (PCOC) or Letter of compliance The PCOC or Letter of Compliance for the building/proposed office space confirms that all plumbing work (geysers, pipes, fittings, etc.) meets national safety standards</p>		
<p>4. Provide 3 (three) months latest statements issued by local municipality confirming that the account status on all municipal rates/levies/tax payments are up to date. For the accounts that are not up to date the bidder to submit an existing agreement between the bidder and Municipality indicating how the account will be brought up to date.</p>		
<p>5. Proof of valid insurance/letter of intent (supported by a quotation from the insurer) to insure the proposed building (Property/Building Insurance). The Insurance or letter of intent to have a detail of the property or building that is being insured</p>		
<p>6. Occupational Health and Safety certificate</p>		

### 7.3 PHASE 3 EVALUATION: FUNCTIONALITY

Functionality evaluation will be conducted in two phases namely:

Functionality A (Technical evaluation) and Functionality B (Site Visit), both amount to 100 points.

<b>FUNCTIONALITY A: TECHNICAL EVALUATION</b>				
<p>The Technical threshold for this bid is 100 points.                      Bids that fail to meet 80 points thresholds will not be considered for functionality B Due Diligence evaluation (site visit)</p>				
<b>Evaluation Criteria</b>	<b>Submission requirements</b>		<b>Points</b>	<b>Supporting Documents</b>
<b>1. Building Structure (40)</b>	<b>The space needs to be suitable for the intended use, as per the requirements stated in the TOR. The usable office space needs to be in appropriate shape that can accommodate the requirements of PPSA.</b>		<b>20</b>	Approved floor plans or layouts should clearly indicate the required square meters.
<b>A. Office area</b>	Usable office area for PPSA space of 260m <sup>2</sup>			
	0 points	No evidence submitted or evidence of less than 260m <sup>2</sup> submitted		
	20 points	Submitted evidence of minimum 260m <sup>2</sup> floor plans		
<b>B. Parking area</b>	Number of onsite parking bays 08		<b>10</b>	Submission of floor plans or layouts should clearly indicate number of parking bays as per the requirements
	0 points	No of parking bays less than 08		
	10 points	Number of onsite parking bays minimum of 08		

<b>C. Building accessibility for people with disabilities</b>		Building accessibility ramps or elevators for people with disabilities, including wheelchairs access.	<b>5</b>	Submission of floor plans or layouts should clearly indicate ramps or elevators for
				people with disabilities including wheelchairs access
	0 points	No evidence of access to the building for people with disabilities		
	5 points	Submitted evidence of access for people with disabilities		
<b>D. Ablution facilities for people with disabilities</b>		Accessible ablution facilities (Male and female) for people with disabilities, including wheelchairs access	<b>5</b>	Submission of floor plans or layouts should clearly indicate ablution facilities for people with disabilities including wheelchairs access
	0 points	No evidence of ablution facilities for people with disabilities		
	5 points	Submitted of ablution facilities for people with disabilities		
<b>2. Planned maintenance (10)</b>		The bidder must submit maintenance schedule and clearly specify the responsibilities and liabilities of the Landlord around maintenance issues (air conditioning units, fire equipment, lifts, electricity, back-up power, back-water plumbing work, day-to-day maintenance of the building).		Bidder to submit maintenance schedule for the planned maintenance for all equipment and
	0 points	No evidence submitted	<b>10</b>	

	10 points	Detailed maintenance plan for planned maintenance submitted		services for the duration of the contract	
<b>3.Unplanned maintenance (10)</b>	The bidder must submit the schedule with turnaround times for unplanned maintenance request for the building (air conditioning units, fire equipment, lifts, electricity, back-up power, back-up water, plumbing work)		10	Bidder to submit the maintenance schedule for the unplanned maintenance indicating the turnaround times for resolving issues in the building for all equipment and services for the duration of the contract.	
	0 points	No evidence submitted			
	10 points	Detailed maintenance plan for unplanned maintenance submitted			
<b>4. Capacity to Deliver (10)</b>	Provide at least 4 (four) duly signed and dated reference letters which confirm that the bidder has provided a commercial leasing services, the letters should have contact details of referee and not more than 5 (five) years old. The PPSA reserves the right to verify the authenticity of references provided by the bidder.		10	Signed Reference letters	
0 points	No evidence submitted				
1 point	1 (one) duly signed reference letter				
5 points	3 (three) duly signed reference letters				
10 points	4 (four) or more duly signed reference letters				
<b>5. Experience and Expertise (10)</b>	CV's to be provided of the team who will be the direct liaison with the PPSA, e.g. the Property Manager and Building/Facility Manager.		10	CVs indicating years of experience in Property Management and Building /Facility Management field	
	0 points	No CV's provided for the Property Manager and Building /Facility Manager – less than 2 years of experience			
	5 points	CVs provided only for the Property Manager or the Building/ Facility Manager – 3 to 4 years of experience			
	10 points	CVs provided for both the Property Manager and Building/ Facility Manager - 5 years and above of experience			

<b>6. IT Infrastructure (5)</b> High-Speed Fiber Optic	Availability of High-Speed Fiber Optic to Business Infrastructure at the proposed building		<b>5</b>	Detailed proposal indicating availability, distance and access to high-speed fiber optic
	0 points	No Fiber Optic or Access to fiber Optic connection more than 100m outside the proposed building		
	3 points	Access to High-Speed Fiber Optic connection between 50m to 100m outside the proposed building and permission granted to install secondary microwave link.		
	5 points	Access to High-Speed Fiber Optic connection points inside the proposed building and permission granted to install secondary a microwave link.		
<b>6. Other ICT requirements (5)</b>	A bidder to provide confirmation that server room requirements will be provided as specified		<b>5</b>	Submission of latest floor plans or layouts showcasing server room requirements by PPSA
<b>Server-room area</b>	<ul style="list-style-type: none"> <li>Server room area - 3 x 2 = 6 square meters</li> </ul>			
	0 points	No evidence submitted or minimum requirements of the above		
	5 points	Compliance with all minimum server room requirements		
<b>7. Building Grade: B or similar</b>	Bidder to indicate the condition of the proposed building if it is an existing facility set-up or newly renovated.		<b>10</b>	Submission of a grading certificate from an accredited organisation
	0 points	Aged dilapidated or damaged building		
	10 points	B or any Graded building in good condition or renovated		
<b>TOTAL</b>			<b>100</b>	

**FUNCTIONALITY B: SITE VISIT CHECKLIST**

The Due Diligence (site visit) threshold for this bid is 100 points.

Bids that fail to meet 80 points threshold will not be considered for Phase 4 Evaluation.

No.	Definition	Points Allocation	Bid Evaluation Committee (BEC)	
			Points Allocated	Comments
<b>1.</b>	<b>Proposed Building Location</b>	<b>10</b>		
1.1.	The proposed building is located in a radius of 5km from <ul style="list-style-type: none"> <li>CBD</li> </ul> Comment:			

1.1.1	Within 0m - 5km from Mthatha CBD	10		
1.1.2	Within 5km - 10km of Mthatha CBD	5		
1.1.3	> 10km From Mthatha CBD	0		
<b>2.</b>	<b>Building Grade: B or similar</b>	<b>10</b>		
2.1	B or any Graded building in good condition or renovated	10		
2.2	Aged dilapidated or damaged building	0		
<b>3.</b>	<b>Disability Accessibility</b>	<b>10</b>		
3.1.	The proposed office space provides the following facilities for People Living with Disabilities:			<b>Bidder to submit OHS compliant certificate with SANS 10400</b>
	<ul style="list-style-type: none"> <li>Disability ramp to the main entrance and elevator to access all areas of the proposed office space.</li> </ul>	10		
	<ul style="list-style-type: none"> <li>Disability ramp to the main entrance and no elevator to access all areas of the proposed office space</li> </ul>	5		
	No ramp, no elevator for people living with disability to access all areas of the proposed office space	0		
<b>4.</b>	<b>Electricity Supply</b>	<b>10</b>		
4.1.	The proposed office space has a dedicated electricity meter or prepaid meter registered with local Municipality or accredited service provider.	10		
4.2.	The proposed office space has an electrical supply but does not have a dedicated electricity meter registered with local municipality or accredited service provider.	5		
4.3	The proposed office space has non-compliant electricity meter registered with local municipality.	0		
<b>5.</b>	<b>Water Supply</b>	<b>10</b>		
5.1.	The proposed office space has a dedicated water account/meter registered with local Municipality.	10		
5.2.	The proposed office space has a water supply but does not have a dedicated water account/meter registered with local municipality.	5		
5.3	The proposed office space has non-compliant water account/meter registered with local municipality.	0		
<b>6.</b>	<b>Accessibility to Public Transport</b>	<b>10</b>		

6.1.	The proposed office space is accessible to public transport with a distance of up to 1km.	10		
6.2.	The proposed office space is accessible to public transport with a distance of more than 1km to 2km.	5		
6.3.	The proposed office space is accessible to public transport of more than 2km.	0		
<b>7.</b>	<b>Fire Protection System</b>	<b>10</b>		
7.1.	The proposed offices have the following fire protection systems:			
	• Fire extinguishers and any other fire protection system	10		
	• Proposed building has got only fire extinguishers	5		
	• No fire protection systems	0		
<b>8.</b>	<b>Heating, Ventilation and Air-Conditioning (HVAC)</b>	<b>10</b>		
8.1.	Proposed offices have an HVAC system including ducting	10		
8.2.	Proposed offices have no HVAC system	0		
<b>9.</b>	<b>Parking facility on site</b>	<b>20</b>		
9.1	08 or more onsite parking bays	20		
9.2	Less than 08 parking bays or no parking bays	0		
<b>Total</b>		<b>100</b>		

- **Phase 4: Pricing and Specific goals:** Only bidders scoring 80 points or more on Functionality evaluation (due diligence) will be evaluated for pricing and specific goals.

**Pricing is 80**

**Specific goals are 20.**

- The points scored for the specific goal will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- The contract will be awarded to the tender scoring the highest points.

7.4.4 If two or more tenders score an equal total number of points, the contract will be awarded to the tenderer that scored the highest points for specific goals, and if two or more tenderers score equal total points in all respects, the award must be decided by the drawing of lots.

## 7.5. PRICE

7.5.1 To provide detailed financial proposals, refer to pricing schedule below.

SBD3.1

### DETAILED PRICING SCHEDULE

#### 7.5.2 ALL-INCLUSIVE COST-TO-COMPANY GROSS RENTAL (VAT INCLUSIVE), WHICH COMPRISES THE FOLLOWING:

DESCRIPTION	YEAR 1 COST	YEAR 2 COST INCLUDING ESCALATIONS	YEAR 3 COST INCLUDING ESCALATIONS	YEAR 4 COST INCLUDING ESCALATIONS	YEAR 5 COST INCLUDING ESCALATIONS	YEAR 6 COST INCLUDING ESCALATIONS	YEAR 7 COST INCLUDING ESCALATIONS	YEAR 8 COST INCLUDING ESCALATIONS	YEAR 9 COST INCLUDING ESCALATIONS	11 MONTHS COST INCLUDING ESCALATIONS
<b>OFFICE SPACE AND PARKING BAYS</b>										
Rate per m <sup>2</sup>	R	R	R	R	R	R	R	R	R	R
Monthly Basic Rental for the full area	R	R	R	R	R	R	R	R	R	R
Rate per Parking Bay	R	R	R	R	R	R	R	R	R	R
Monthly Basic Rental for all parking bays	R	R	R	R	R	R	R	R	R	R
Monthly Basic Rental for full area and parking bays (Incl VAT)	R	R	R	R	R	R	R	R	R	R
Annual Basic Rental for full area and parking bays (Incl VAT)	R	R	R	R	R	R	R	R	R	R
<b>Office space and Parking Bays Grand Total (Including 15% VAT and escalations): R</b>										

## 7.6 OPERATION COSTS AND EXPENSES

Provide a full list of all applicable items that are included in the All-inclusive Operating Costs

DESCRIPTION of Operating Cost	YEAR 1 COST	YEAR 2 INCLUDING ESCALATIONS	YEAR 3 INCLUDING ESCALATIONS	YEAR 4 INCLUDING ESCALATIONS	YEAR 5 INCLUDING ESCALATIONS	YEAR 6 INCLUDING ESCALATIONS	YEAR 7 INCLUDING ESCALATIONS	YEAR 8 INCLUDING ESCALATIONS	YEAR 9 INCLUDING ESCALATIONS	11 MONTHS INCLUDING ESCALATIONS
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Provide a full list of all applicable items that are included in the All-inclusive Operating Cost

<b>Services</b>										
Water consumption	R	R	R	R	R	R	R	R	R	R
Electricity consumption	R	R	R	R	R	R	R	R	R	R
Sanitation	R	R	R	R	R	R	R	R	R	R
<b>Maintenance</b>										
Internal maintenance	R	R	R	R	R	R	R	R	R	R
External	R	R	R	R	R	R	R	R	R	R
Garden (if applicable)	R	R	R	R	R	R	R	R	R	R
Air conditioning	R	R	R	R	R	R	R	R	R	R

Lifts	R	R	R	R	R	R	R	R	R	R
Floor covering normal wear	R	R	R	R	R	R	R	R	R	R
<b>Rates and Insurance</b>										
Municipal rates	R	R	R	R	R	R	R	R	R	R
Insurance	R	R	R	R	R	R	R	R	R	R
SASRIA insurance	R	R	R	R	R	R	R	R	R	R
<b>Other Responsibilities</b>										
Contracts costs	R	R	R	R	R	R	R	R	R	R
Stamp duty	R	R	R	R	R	R	R	R	R	R
Fire Fighting equipment	R	R	R	R	R	R	R	R	R	R
Cost of alterations	R	R	R	R	R	R	R	R	R	R
Monthly operating costs & expenses for the full area upon which Operating costs & expenses are levied (Including VAT)	R	R	R	R	R	R	R	R	R	R
Annual operating costs & expenses for the full area upon which Operating costs & expenses are levied (Including VAT)	R	R	R	R	R	R	R	R	R	R

Annual escalations rate (%)	Not applicable	%
<b>Operating costs Grand Total (Including 15% VAT and escalations): R</b>		

<b>B. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE</b>	
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances	R
Tenant installation allowance	R
<b>Total</b>	<b>R</b>

**Grand Total for Office space and Parking Bays + Operating costs (Including 15% VAT and escalations): R**

DATE: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

## **PART B:**

### **2. General conditions of contracts**

- The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances.

### **3. Other bid requirements**

- The PPSA reserves the right to disqualify any bidder which does not comply with anyone or more of the required information as indicated below:
  - If the bidder/s submit their bids without all the data and information requested.
  - Proposal that did not submit mandatory documents stipulated in the RFP document.
  - Proposal that fails to comply with the specification.
  - Proposal that contains any information that is found to be incorrect or misleading in any way or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
  - Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
  - Bidders who receive information not available to other potential bidders through fraudulent means.

### **4. PPSA reserves the right:**

- Not to award or cancel this bid at any time
- To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- To award in part or in full.
- To award this bid to one or more bidders.
- To negotiate prices of items that are contracted and should these items be available at

a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchased out of contract.

- To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.
- To carry out explanatory meetings to verify the nature and quality of the services bidding for, whether before or after adjudication of the bid at the bidder's corporate offices and / or at client sites if so required.
- To award the contract to a Bidder whose bid was not the lowest in price.
- To award the bid to a Bidder who is not the highest scoring Bidder.
- To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.
- The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA has record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.
- The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.
- The PPSA reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response.
- The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders

/ members.

- No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- Any enquiries must be referred to in writing.
- PPSA reserves the right to monitor the agreement between the bidder and Municipality and may cancel the contract if the agreement is not honored

5. **Undertakings by the Bidder**

- By submitting a bid in response to the RFB, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFB document.
- The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such a presentation may include a practical demonstration of services as called for in this RFB.
- The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer, and its acceptance shall be subject to the terms and conditions contained in this RFB document read with the bid.
- The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFB; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.
- The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.

- The bidder accepts that all costs incurred in the preparation, presentation and demonstration of the solution offered by it shall be for the account of the bidder. All supporting documentation and manuals submitted with its bid will become PPSA property unless otherwise stated by the bidder/s at the time of submission.

6. **Contract requirements**

- **Contract period**

- The start date for the implementation of the project will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The contract period is 09 Years and 11 Months, a subject to review the service provider's performance.

- **General terms and conditions of contract**

- The General Conditions of Contracts (GCC) as set out by the National Treasury will be applicable in all instances.

- **Price basis**

- Bidders shall consider that PPSA's total requirements will be allocated to one bidder.
- Bidders shall quote prices in South African Rand and Value Added Tax shall be included.
- For PPSA to be able to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for a period of 09 years and 11 months.
- Bidders shall quote on the basis indicated in the Pricing Schedule and complete SBD 3.1.
- Prices tendered for must be inclusive of all required deliverables as per specification.
- PPSA requires an all-inclusive and fully transparent cost structure.
- Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.
- The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
- Bidders must warrant the PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

7. **Payment terms**

- The standard 30-day payment period will apply on the payment of all invoices from receipt of valid invoice.

8. **Tax clearance certificate**

- The government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.
- It is therefore essential to ensure that persons conducting business with the State are tax-compliant when participating in tenders or other bidding processes
- As a bid condition, the accounting officer must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) to enable the institution to verify the supplier's tax status on the Central Supplier Database.
- The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

9. **Counter Conditions**

- Bidder's attention is drawn to the fact that amendments to any of these conditions of bid by bidders may result in the invalidation of the bids.

10. **Fronting**

- The PPSA supports Broad Black Based Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.
- The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on

Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from the date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor conducting business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

11. **Promotion of Emerging Black-owned bidders**

- It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black-owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

12. **Supplier Performance Management**

- Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.
- The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier 's performance and ensure effective delivery of service, quality and value-add to PPSA's business.

- Successful bidders will be required to comply with the above-mentioned conditions and provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

13. **Supplier Development**

- The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/or designated groups which are at least 51% owned by:
  - Black people
  - People who are youth.
  - People who are women.
  - People with disability

14. **Screening**

- Acceptance of this bid may be subject to the condition that the successful bidder may be cleared up by the appropriate authorities to render the service within the organ of the state.

15. **PPSA requires bidder(s) to declare**

In the Bidder's response, Bidder(s) are required to declare the following:

- Confirm that the bidder(s) is to: –
- Act honestly, fairly, and with due skill, care, and diligence, in the interests of PPSA.
- Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- Act with circumspection and treat PPSA fairly in a situation of conflicting interests.
- Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA.
- Avoidance of fraudulent and misleading advertising, canvassing and marketing.
- To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration. To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

16. **Conflict of interest, corruption, and fraud**

- PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognized stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")
- Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid.
- Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA.
- Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors, or other representatives.
- Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors, or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA.
- Accepts anything of value or an inducement that would or may provide financial gain, advantage, or benefit in relation to procurement or services provided or to be provided to PPSA.
- Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA.
- Has in the past engaged in any matter referred to above; or
- Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's

name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

17. **Misrepresentation**

- The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

18. **Preparation costs**

- The Bidder will bear all its costs in preparing, submitting, and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing PPSA, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

19. **Indemnity**

- If a bidder breaches the conditions of this bid and, as a result of that breach, PPSA incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds PPSA harmless from any and all such costs which PPSA may incur and for any damages or losses PPSA may suffer.

20. **Precedence**

- This document will prevail over any information provided during any briefing session whether oral or written, unless such written information is provided expressly amended by reference.

21. **Limitation of liability**

- A bidder participates in this bid process entirely at its own risk and cost. PPSA shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damage suffered because of the Bidder's participation in this Bid process.

22. **Tender defaulters and restricted suppliers**

- No tender shall be awarded to a bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who has been placed on National Treasury's List of Restricted Suppliers. PPSA reserves the right to withdraw an award, or cancel a contract concluded with a Bidder should it be established, at any time, that a bidder has been listed as defaulting with National Treasury by another government institution.

23. **Governing Law**

- South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

24. **Responsibility for sub-contractors and bidder's personnel**

- A bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. If PPSA allows a bidder to make use of sub-contractors, such sub-contractors will always remain the responsibility of the bidder and PPSA will not under any circumstances be liable for any losses or damage incurred by or caused by such sub-contractors.

25. **Confidentiality**

- Except as may be required by law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.
- No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied

by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived therefrom.

- Throughout this bid process and thereafter, the bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

26. **Proposal documents**

- No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.
- If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist, switchboard operator or security personnel.
- Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. It is the PPSA's policy not to consider late bids for tender evaluation.

All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.

- Proposals must be compiled in the following manner:
- One (1) original proposal (marked 'original') must be submitted and should not be retyped and one electronic copy (USB)
- All Annexures, company profiles, CV's, etc., shall form part of the 'ORIGINAL' as well as the electronic 'COPY' proposals.
- All proposals must be sealed. The following information shall appear on the outside of the sealed proposal to be placed in the bid box at the Main Reception area at 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

- Name of bidder.
  - Description of proposal.
  - Bid / tender number.
  - Closing date and time.
  - The name and address of the Bidder must be written on the front or back side of the proposal/envelope.
- Bids submitted by bidders which are or are comprised of companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.
  - The bidder should check the numbers of the pages of its bid to satisfy that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.
27. **Consultation prior to submission of the bid documents**
- Bidders shall consult, in writing, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
<b>CONTACT PERSON</b>	Cleopar Mahlangu	<b>CONTACT PERSON</b>	Tiyani Thuketane
<b>TELEPHONE NUMBER</b>	012 366 7214	<b>TELEPHONE NUMBER</b>	012 366 7252
<b>FACSIMILE NUMBER</b>	N/A	<b>FACSIMILE NUMBER</b>	N/A
<b>E-MAIL ADDRESS</b>	<a href="mailto:CleoparM@pprotect.org">CleoparM@pprotect.org</a>	<b>E-MAIL ADDRESS</b>	<a href="mailto:TiyaniT@pprotect.org">TiyaniT@pprotect.org</a>

28. **Clarifications and communication**

- Bidders are encouraged to submit clarification questions in writing to the Public Protector South Africa (PPSA) officials mentioned above not later than **24 February 2026**. No further questions will be answered after this period.
- The PPSA will respond in writing to queries and distribute responses to all bidders who attended the briefing session after receiving questions.
- The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.
- Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.
- PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.
- Whilst all due care has been taken in connection with the preparation of this bid, The PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. The PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the PPSA (other than minor clerical matters), the Bidder(s) must promptly notify the PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the PPSA an opportunity to consider what corrective action is necessary (if any).
- Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
  - All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

29. **BIDDER DECLARATION**

**The bidder hereby declares the following:**

We confirm that \_\_\_\_\_ **(Bidder's Name)** will:

- a) Provide office accommodation to the Public Protector South Africa (PPSA) in Mthatha for a period of 9 years and 11 months.
- b) Act honestly, fairly, and with due skill, care, and diligence, in the interests of the PPSA.
- c) Effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- d) Act with circumspection and treat the PPSA fairly in a situation of conflicting interests.
- e) Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- f) Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with the PPSA.
- g) Avoid fraudulent and misleading advertising, canvassing, and marketing.
- h) Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- i) Ensure that any information acquired by the bidder(s) from the PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.
- j) Due to the sensitivity of the information handled by the PPSA, bidders must submit a confirmation letter on their company letterhead indicating that the documents will be hosted in their own warehouse as sub-contracting is not allowed.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name of Signatory:** \_\_\_\_\_ **Designation:** \_\_\_\_\_

**FOR AND ON BEHALF OF:** \_\_\_\_\_

**GOVERNMENT PROCUREMENT  
GENERAL CONDITIONS OF CONTRACT**

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## General Conditions of Contract

### 1. Definitions

1. The following terms shall be interpreted as indicated:
  - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 “Day” means calendar day.
  - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
  - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
  - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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**

- 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.
- 7.1
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

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

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

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force Majeure**

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

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