



REQUEST FOR BID (RFB)

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFSITE STORAGE INCLUDING DOCUMENT MANAGEMENT SERVICES FOR ALL PPSA VARIOUS OFFICES FOR A PERIOD OF THREE (3) YEARS.

BID NUMBER:	PPSA/2025/BID001
ISSUE DATE:	23 May 2025
RFB Closing Date and Time:	27 June 2025 AT 11H00AM.
BID VALIDITY PERIOD:	120 Days
BRIEFING SESSION:	Compulsory virtual briefing session will be held on: 04 June 2025 AT 10H00am – 12H00pm Microsoft Teams: Login details Meeting ID: 363 649 774 718 7 Passcode: HC3wB9Me
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE TENDER / BID BOX SITUATED AT:	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria, 0083

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA					
BID NUMBER:	PPSA/2025/BID001	CLOSING DATE:	27 June 2025	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE OFFSITE STORAGE INCLUDING DOCUMENT MANAGEMENT SERVICES FOR ALL PPSA VARIOUS OFFICES FOR A PERIOD OF THREE (3) YEARS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Public Protector South Africa					
175 Lunnon Street					
Hillcrest Office Park					
Pretoria, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Kabelo Lekalakala	CONTACT PERSON	Tiyani Thuketane		
TELEPHONE NUMBER	012 366 7157	TELEPHONE NUMBER	012 366 7152		
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	kabelol@pprotect.org	E-MAIL ADDRESS	TiyaniT@pprotect.org		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ YES ☐ NO [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ YES ☐ NO [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					
☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					
☐ YES ☐ NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					
☐ YES ☐ NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					
☐ YES ☐ NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					
☐ YES ☐ NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW. SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE 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
(Professional Services)

NAME OF BIDDER:	BID NO.: ... PPSA/2025/BID001
CLOSING TIME 11:00	CLOSING DATE... 27 June 2025

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

Bidding price must be in accordance with the terms of reference item **4.7.1 PRICING SCHEDULE – Page - 17**.

TOTAL COST OF THE BID FOR A PERIOD OF 3 YEARS: R.....

1. Period required for commencement with project after acceptance of bid
.....
2. Estimated days for completion of project
.....
3. Are the rates quoted firm for the full period of contract? ***YES/NO**
.....
4. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example, the consumer price index.
.....
.....
.....

Any enquiries regarding bidding procedures may be directed to –

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Kabelo Lekalakala	CONTACT PERSON	Tiyani Thuketane
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E-MAIL ADDRESS	kabelol@pprotect.org	E-MAIL ADDRESS	TiyaniT@pprotect.org

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

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

person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.

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

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

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
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 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)
Historically Disadvantaged individual (HDI)		
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	
Total	20	

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. INTRODUCTION

- 1.1 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:
 - 1.1.1 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.
 - 1.1.2 Report on that conduct; and
 - 1.1.3 Take appropriate remedial action.
- 1.2 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, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. 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.
- 1.3 The Public Protector South Africa is committed to ensure a safe and secure document management services in line with the provisions of the National Archives Act, 43 of 1996.
- 1.4 The PPSA has a national footprint in nine (9) Provincial Offices and six (6) Regional Offices.
- 1.5 These offices have documents which need to be stored in a safe and secure environment and to be retrieved when the need arises. The invitation to tender covers the services necessary to provide an offsite records storage facility to PPSA. The offsite records storage facility should have the capacity to collect, securely store and deliver files to and from any site occupied by the PPSA throughout South Africa.
- 1.6 Currently PPSA is contracted with the service provider for offsite storage, and to date there are approximately two thousand six hundred and thirty-nine (2639) boxes with files stored at their different warehouses/locations. The current contract is coming to an end on 31st March 2024 hence there is a need to source for a new service provider.
- 1.7 Offsite document storage service providers are requested to submit their proposals for PPSA offices as per below scope of work.

2. BACKGROUND

- 2.1 The National Archives and Records Services Act 43 of 1996 obliges PPSA to have applicable processes in place to ensure proper creation, maintenance, use, storage and disposal of records to achieve efficient, transparent, and accountable governance.
- 2.2 Due to the nature of PPSA's work, the demand for collection, storage and disposal of records requirements happens throughout the year.

3. OBJECTIVE OF THE BID

- 3.1 The objective of this bid is to appoint offsite storage company to provide off-site storage facilities and retrieval of documents in line with the provisions of the National Archives Act 43 of 1996 and PPSA records management policy for a period of three (03) years.

4. SCOPE OF WORK

- 4.1 The prospective bidder is expected to provide a comprehensive and reliable off-site storage facilities and retrieval services, comprising of the following:
- 4.1.1 A secure and safe archiving facility, which is suitable for the purpose and mitigates the risks associated with document storage.
 - 4.1.2 An acceptable and effective records management system to enable the retrieval of documents.
 - 4.1.3 Retrieval services for stored documents at the off-site storage facility and delivery to PPSA offices.
 - 4.1.4 Provide a timeframe plan showing delivery and collection of records within 24 hours, emergency pickups and same day pickups or delivery of records.
 - 4.1.5 The winning bidder will be expected to provide PPSA with the electronic latest indexed file to assist with the new tender process within 30 days before the end of contract.
 - 4.1.6 To do request of the file through the disc with index report before delivery.
Note: Records stored off-site must be loaded on the external hard drive for retrieval requests.
 - 4.1.7 Note: Records stored off-site must be loaded on the external hard drive for retrieval requests 30 days before the permanent withdrawal.
- 4.2 The provision of storage boxes and relevant tracking labels for the new records to be transferred from PPSA offices to the off-site storage during the tenure of the contract.
- 4.3 The collection and removal (delivery/transportation) of records: files and or boxes from PPSA offices to the off-site facility as and when necessary.
- 4.4 Destruction and disposal services in accordance with PPSA Records Management Policy and National Archives Records Services requirements.
- 4.5 Relocation of existing records and files from the current off-site storage to the new off-site storage when contract expire on 31st August 2025; the number of D1 boxes indexed per file for easy retrieval.

4.6 Below is the breakdown of the existing inactive records per office and the storage site:

4.6.1

ACCOUNT NUMBERS	PPSA OFFICES	NUMBER OF BOXES	ADDRESSES
1.	Gauteng Office	512	85 Morkels Close, Capital Hill Estate, Midrand, 1682.
2.	Mafikeng Office	355	
3.	Polokwane Office	217	
4.	Head Office	136	
5.	Rustenburg Office	24	
6.	George Office	26	14 Meul Street, Biotek Industrial Park, Unit 1, Block E, George Industria, Western Cape, 6536
7.	Cape Town Office	264	Rome Rd, Brackenfell South, Cape Town, 7560
8.	Durban Office	174	6 Hibiscus Rd, Umbogintwini, Amanzimtoti, 4126 6 Hibiscus Rd, Umbogintwini, Amanzimtoti, 4126
9.	Pietermaritzburg Office	3	
10.	Phuthaditjhaba Office	1	Unit 5 Quagga Industrial Park, 38 Eland Street, Kwaggafontein Bloemfontein
11.	Bloemfontein Office	413	
12.	Mthatha Office	4	16 Sultz St, Sidwell, Gqeberha, 6001
13.	Bisho Office	302	
14.	Nelspruit Office	115	12 Indus Rd, White River, Mbombela, 1240
15.	Upington Office	8	85 Morkels Close, Capital Hill Estate, Midrand, 1682
16.	Kimberley Office	85	
Total boxes		2639	

4.6.2

ACCOUNT NUMBERS	PPSA OFFICES	NUMBER OF BOXES (M2)	ADDRESS
SAC-P-3713111	Head Office	1724	Cnr E'skia Mphahlele Drive & Moot Street Roseville, Pretoria, Gauteng, 0031.

4.7 Inactive files which need to be taken for storage at the initial implementation of the contract.

ID	PPSA OFFICE	ADDRESSES	ESTIMATED NUMBER OF FILES	ESTIMATED NUMBER OF BOXES
1.	Head Office	189 Lunnon Road Hillcrest Office Park Hatfield 0083	60 000	1200
2.	Kimberley	48 Sydney Street Dean Snyder Building E-Wing 2 Kimberley 8301	19 000	380
3.	Mthatha	No. 6 Knorf Street Fortgate Mthatha	1000	20
4.	Rustenburg	Suit No 12 Old SARS Building 135 Kloppe Street	12500	250
5.	Phuthaditjhaba	Mampoi Street Shop No 1 Naledi Mall	450	9
6.	Polokwane	18 Landros Mare Street Polokwane 0700	7050	141
7.	Free State	169A Engen House Nelson Mandela Drive Bloemfontein	10600	212
8.	Mafikeng	Public Protector' Chambers Cnr Martin & Robinson Street Mafikeng	750	15
9.	Western Cape	4 th Floor 51 Wale str/Bree str Cape Town	2000	40
10.	Bisho	Unathi House Independent Avenue, Bisho	3000	60
11.	Private Office	189 Lunnon Road Hillcrest Office Park Hatfield 0083	50000	1000
12.	Legal services		1500	30
13.	Durban	22nd Floor, Suite 2114 Commercial City Building Durban	4000	80
TOTAL			171 850	3437

- For the purpose of costing bidders must estimate 50 files in a D1 box.

4.7.1 PRICING SCHEDULE

4.7.1.1 Initial collection/ withdrawal cost from current storages (Including VAT)

Description	Unit of measure	Quantity	Intervals	Unit Price	Total
Initial transportation costs for collection of files from PPSA office	Boxes	3437	Once-off	R	R
Permanent withdrawal from service provider number 1 (Table 4.6.1)	Boxes	2639	Once-off	R	R
Permanent withdrawal from service provider number 2 (Table 4.6.2)	Boxes	1724	Once-off	R	R
Initial registration/ indexing	Files	390 000	Once-off	R	R
Provision of D1 boxes with lids	Boxes	3437	Once-off	R	R
Barcoding and labelling	Files	390 000	Once off	R	R
Total					R

4.7.1.2 Retrieval Cost (Including VAT)

Period	Unit of measure	Estimated quantities	Delivery/ Collection	Total
Year 1	Per file	50	R	R
Year 2	Per file	50	R	R
Year 3	Per file	50	R	R
Total				R

Period	Unit of measure	Estimated quantities	Delivery/ Collection	Total
Year 1	Per box	50	R	R
Year 2	Per box	50	R	R
Year 3	Per box	50	R	R
Total				R

4.7.1.3 Rental Cost (Including VAT)

Rental Cost	Monthly rental cost	Term	Yearly rental cost
Year 1	R	12 months	R
Year 2	R	12 months	R
Year 3	R	12 months	R
Total rental cost for 3 years			R
Total bid price for 3 years (SBD3.3 – Page 4) (Initial collection/ withdrawal cost + retrieval cost + rental cost)			R

5 DISPOSAL AND DESTRUCTION SERVICES

- 5.1 A process for destruction authorization will be agreed between PPSA and the appointed bidder. The bidder shall receive a written directive instruction from the PPSA Records Management to destroy any files under PPSA's supervision.

6 RETRIEVAL

The PPSA shall be entitled, at its sole discretion, to require retrieval of records to take place by way of:

- 6.1 Hand delivery of the requested files to their premises.
- 6.2 To do request for the file through the external hard drive with index report before delivery.
- Note: Records stored off-site must be loaded on external hard drive for retrieval requests.

7 SYSTEM CAPABILITY

- 7.1 Display system to PPSA for records stored off-site which must be available for online and retrieval requests.
- 7.2 The system that is capable to display monthly intake, incidents and retrieval reports.

8 COLLECTION AND DELIVERIES

- 8.1 The retrieval services below apply to original file/s, that have been stored with the new service provider:
- 8.1.1 PPSA will lodge requests before close of business day.
- 8.1.2 The document should be delivered by the new service provider next day during normal working hours.
- 8.1.3 PPSA might require the documents on an urgent basis which should be delivered by the new service provider on the same day within four (4) hours.
- 8.1.4 The new service provider will collect the files/boxes from PPSA premises upon request by PPSA in writing and both parties to agree on the timelines for collecting the files/boxes.
- 8.1.5 The new service provider to ensure delivery / collection drivers are provided with tools of trade i.e., trolleys, stair-climbing trucks and an adequate number of staff is provided for the delivery / collection.

- 8.1.6 Custody and care of records in transit – new service provider responsibility for the records while in transit and a secure tracking system in operation when records are being transported.
- 8.1.7 The new service provider will be expected to deliver the files or boxes to PPSA as and when requested.
- 8.1.8 The new service provider to provide stationery supplies e.g, D1 boxes, bar codes, order forms.

9. Other Specification requirements

- 9.1.1 All information pertaining to this service at the PPSA offices shall remain and kept for PPSA use only. The bidder will be requested to sign a non-disclosure agreement (NDA) with the PPSA which will form part of the contract.
- 9.1.2 The PPSA information to be gathered by the appointed service provider during the contract period must be treated as confidential. In no event may PPSA proprietary and confidential information be copied or made available in any form whatsoever to anyone other than the recipient's authorized (PPSA representative).
- 9.1.3 All materials / information gathered by the appointed service provider during the contract period will remain the property of PPSA to be used as deemed appropriate.
- 9.1.4 The bidder to provide PPSA with representative who is a possession of a security clearance.
- 9.1.5 PPSA will subject company/bidder and its appointed Representative to a screening process.
- 9.1.6 The bidder must appoint a representative to manage the contract on their behalf and such appointee shall attend meetings with PPSA representatives as and when required physical/virtually. This representative must be able to decide on matters relating to the contract.

10. SPECIAL CONDITION OF TENDER

- 10.1 The PPSA may, at its sole discretion award an assignment or any part thereof to the bidder.
- 10.2 The bidder may not cede or assign any part of its agreement with PPSA nor subcontract any part of the assignment assigned to them without the prior written authorization of the PPSA. The bidder is not permitted to cede or subcontract any part of the assignment. In the case of a Joint Venture, Consortium, Trust, or Partnership, the following must be submitted.
 - (a) A signed teaming agreement must be submitted.
 - (b) A Consolidated or for both companies Central Supplier Database Registration (CSD) or both companies CSD Registration are required.
- 10.2.1 The bidder needs to note that the number of files or boxes to be submitted by all PPSA offices mentioned herein might not be fixed as some files might be destroyed or disposed or added on a need basis.
- 10.2.2 The offsite storage facility should meet the National Archives and Records Services of South Africa requirements standards for off-site records storage facility and destruction of records.
- 10.2.3 Access to the off-site storage facility should be controlled to protect records against unauthorized access, loss, damage, destruction, theft, and breach of confidentiality.
- 10.2.4 Any damage to the records and files due to unforeseen circumstances should be reported to PPSA immediately.

10.2.5 Boxes on which records are stored should be replaced when there is damage due to regular handling by the service provider.

11. EVALUATION CRITERIA (FUNCTIONALITY)

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

11.1 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:

11.1.1 Signed SBD 1: Invitation to Bid

11.1.2 Signed SBD 4: Bidders Disclosure

11.1.3 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2022

11.1.4 Bidders must submit proof for specific goals claim.

11.2 Phase 2 evaluation: Mandatory requirements: Documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for functionality. None-submission of all mandatory documents will disqualify the bidder:

11.2.1 Valid letter of good standing from the office of the Compensation Fund. Copy of the Compensation for Occupational Injuries and Diseases Act (COIDA) registration certificate (submit valid certificate).

11.2.1 Have valid Certificate and accreditation (certification not older than 6 months) from

11.2.1.1 National Archives of South Africa inspection certificate

11.2.1.2 Fire Clearance Certificate

11.2.1.3 Fire Detection Installers Association

11.2.1.4 Compliance certificate on Occupational Health and Safety Act

11.2.1.5 Automatic Sprinkler Inspection Bureau.

11.2.1.6 Information Security Management systems

11.2.2 Proof of public liability (copy of insurance or a letter of intention for insurance),

11.2.3 Due to the sensitivity of the information handled by 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.

11.2.4 Bidder to have national footprint in all nine (9) provinces and submit proof (municipal account/ lease agreement) where the premises are located.

11.2.5 Attendance of virtual compulsory briefing session (virtual attendance register or attendance register certificate).

11.2.6 Phase 3: Functionality evaluation will be conducted in two phases namely: Functionality A (60 points) and Functionality B (40 points), both amount of 100 points.

Only Bidders scoring 70 or more points out of 100 points on Functionality A and B will be evaluated further for Pricing and specific goals.

Functionality A (60 points): Bidders that score less than 50 out of 60 points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further for Functionality B.

Functionality B (40 points): Bidders that score less than 20 out of 40 points in respect of functionality compliance will be regarded as non-responsive and will not be evaluated further for specific points and price.

Criteria	Weight	Sub-criteria
Functionality A Evaluations (60/100)		
1. Company experience number of contracts successfully handled in providing an off-site storage facility and document management services. NB: The bidder must submit signed reference letter/s from previous clients where the offsite storage facility and document management services were successfully provided. All letters must be on the company letter head of the referee, dated and signed and signed by the referee. The referees must be contactable, and the contact details provided must include: ✓ Contact Person; ✓ Designation; ✓ Organisation/ Company name; and ✓ Cell number/Office number The reference letter must not be older than five (5) years	30/100	• If the bidder submitted 5 or more letters for contracts in providing offsite storage facilities and document management services = 30 • If the bidder submitted 4 letters for contracts in providing offsite storage facilities and document management services = 25 • If the bidder submitted 3 letters for contracts in providing offsite storage facilities and document management services = 20 • If the bidder submitted 2 letters for contracts in providing offsite storage facilities and document management services = 15 • If the bidder submitted 1 letter for contracts in providing offsite storage facilities and document management services Bidde = 10 • If the bidder did not submit the required documents = 0
2. The Bidder must provide a project implementation plan which details how the service will be carried out. The project	30/100	• If the bidder can implement the project for all offices allocated to them in less than two (2) months from the date of receipt of an official PO / appointment letter = 30 • If the bidder can implement the project for all the offices

plan must have deliverables and time frames with proper timelines, milestones, and the methodology on how the project will be implemented (for both records with the service providers and the new inactive files which are still within PPSA's offices as per clause 4.7 above).		allocated to them in two (2) months from the date of receipt of an official PO / appointment letter = 15 - If the bidder can implement the project for all the offices allocated to them in more than (2) months from the date of receipt of an official PO / appointment letter = 5 - If the bidder did not submit the required documents = 0
Functionality B (40/100) Due Diligence process Onsite inspection will be conducted on all bidders that scored 50 points on functionality A and above out of 60 points . The evaluation team will visit the nearest site of the bidder to assess and confirm the information as outlined below. The qualified bidder will then be scored based onsite verification / assessment done during the due diligence. Bidders that score less than 20 out of 40 points in respect of functionality compliance B will be regarded as non-responsive.		
1. Site inspection: The evaluation team will visit the recommended bidder's nearest sites.	20/100	The following information will be verified during the due diligence: (1) Availability of the electronic system used by the bidder from the intake of the files/records, retrievals, returns, generation of reports and the approval thereof. (2) A project plan showing delivery and collection of records within 24 hours, emergency pickups and same day pickups or delivery of records (acceptable time frames will be 24 hours or less). 3) Information Security - Proof that they have an information security policy in place at their storage facility (appropriate security measures have been put in place to prevent unauthorised access) - A copy of the standard operating procedures implemented by the bidder at its storage facility in conformance to its information security policy (e.g. network protection, firewalls and anti-virus software). - alteration or destruction of information (e.g. authorization procedures, passwords and user identity codes). - Business continuity plan; and a disaster recovery plan (i.e. primary recovery and secondary disaster recovery) (3) Physical security: The security safety of the offsite storage

		facility (functional installed alarm system, CCTV cameras and security measures for documents in transit. (4) Offsite storage facility fitted with fire detectors in storage vaults. • If the bidder's site complies with all of the above four (4) requirements = 20 • If the bidder's site complies with at least three (3) of the above requirements = 15 • If the bidder's site complies with at least two (2) of the above requirements = 10 • If the bidder's site complies with at least one (1) of the above requirements = 5 • If the bidder's site does not comply with any one of the above requirements = 0
2. Presentation: Bidders must describe the document management system utilised at their storage facility a) their storage methodology (indexing, labelling etc.); and b) all software applications used in the rendering of the services	20/100	• If presentation clearly outlines both two (2) element of the system= 20 • If presentation clearly outlines one (1) element of the system= 10 • If the bidder's presentation does not comply with any Any of the requirements = 0

11.4 Phase 4 evaluation: Pricing and Specific goals: Only bidders that qualified on functionality evaluations (scored at least 70 points and above on Functionality A + B) will further be evaluated for **Pricing and specific goals:** Price (80) and Specific goals (20)

11.5 Pricing and Specific goals

- 11.5.1 The points scored for the specific goal (SBD 6.1) will be added to the points scored for price and the total will be rounded off to the nearest two decimal places.
- 11.5.2 The contract will be awarded to the tender, scoring the highest points.
- 11.5.3 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.

PART B:

12. General conditions of contracts

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

13. Other bid requirements

- 13.1 The PPSA reserves the right to disqualify any bidder which does not comply with anyone or more of the required information as indicated below:

- 13.1.1 If the bidder/s submit their bids without all the data and information requested.
- 13.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document.
- 13.1.3 Proposal that fails to comply with the specification.
- 13.1.4 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.
- 13.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document.
- 13.1.6 Bidders who receive information not available to other potential bidders through fraudulent means.

14. PPSA reserves the right:

- 14.1 Not to award or cancel this bid at any time
- 14.2 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.
- 14.3 To award in part or in full.
- 14.4 To award this bid to one or more bidders.
- 14.5 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.
- 14.6 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.
- 14.7 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.

- 14.8 To award the contract to a Bidder whose bid was not the lowest in price.
- 14.9 To award the bid to a Bidder who is not the highest scoring Bidder.
- 14.10 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.
- 14.11 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.
- 14.12 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.
- 14.13 The PPSA reserves the right to request all relevant information, agreements, and other documents to verify information supplied in the bid response.
- 14.14 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.
- 14.15 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.
- 14.16 Any enquiries must be referred to in writing.

15. Undertakings by the Bidder

- 15.1 By submitting a bid in response to the RFP, 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 RFP document.
- 15.2 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 RFP.
- 15.3 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 RFP document read with the bid.
- 15.4 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 RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

15.5 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.

15.6 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.

16. Contract requirements

16.1 Contract period

The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables. The contract period is three (3) years, a subject to review the service provider's performance.

17. 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.

18. Price basis

18.1 Bidders shall consider that PPSA's total requirements will be allocated to one bidder.

18.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.

18.2.1 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 three (3) years.

18.3 Bidders shall quote on the basis indicated in the Pricing Schedule and complete SBD 3.3.

18.4 Prices tendered for must be inclusive of all required deliverables as per specification.

18.5 PPSA requires an all-inclusive and fully transparent cost structure.

18.6 Where figures are referred to in numerals and in words and there is a conflict between the two, the words will prevail.

18.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.

18.8 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.

19. Payment terms

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

20. Tax clearance certificate

- 20.1 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.
- 20.2 It is therefore essential to ensure that persons conducting business with the State are tax-compliant when participating in tenders or other bidding processes
- 20.3 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.
- 20.4 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.

21. Counter Conditions

- 21.1 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.

22. Fronting

- 22.1 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.
- 22.2 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.

23. Promotion of Emerging Black-owned bidders

- 23.1 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.

24. Supplier Performance Management

- 24.1 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.
- 24.2 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.
- 24.3 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.

25. Supplier Development

- 25.1 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:
- 25.1.1 Black people
 - 25.1.2 People who are youth.
 - 25.1.3 People who are women.
 - 25.1.4 People with disability

26. Screening

- 26.1 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.

27. PPSA requires bidder(s) to declare

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

27.1 Confirm that the bidder(s) is to: –

- 27.1.1 Act honestly, fairly, and with due skill, care, and diligence, in the interests of PPSA.
- 27.1.2 Have and effectively employ the resources, procedures, and appropriate technological systems for the proper performance of the services.
- 27.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests.
- 27.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business.
- 27.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA.
- 27.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing.
- 27.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration.
- 27.1.8 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.

28. Conflict of interest, corruption, and fraud

28.1 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 recognised 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")

- 28.1.1 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.
- 28.1.2 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.
- 28.1.3 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.

- 28.1.4 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.
- 28.1.5 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.
- 28.1.6 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.
- 28.1.7 Has in the past engaged in any matter referred to above; or
- 28.1.8 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.

29. Misrepresentation

- 29.1 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.
- 29.2 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.

30. Preparation costs

- 30.1 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.

31. Indemnity

- 31.1 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.

32. Precedence

- 32.1 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.

33. Limitation of liability

- 33.1 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.

34. Tender defaulters and restricted suppliers

- 34.1 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.

35. Governing Law

- 35.1 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.

36. Responsibility for sub-contractors and bidder's personnel

- 36.1 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 damages incurred by or caused by such sub-contractors.

37. Confidentiality

- 37.1 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.
- 37.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by 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 there from.
- 37.3 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.

38. Proposal documents

- 38.1 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.
- 38.2 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.
- 38.3 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.
- 38.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 38.3.1 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 (on CD/USB)
- 38.3.2 All Annexures, company profiles, CV's, etc., shall form part of the 'ORIGINAL' as well as the electronic 'COPY' proposals.
- 38.3.3 All proposals must be sealed. The following information shall appear on the outside of the sealed proposal 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.
- 38.4 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.
- 38.5 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.

39. Consultation prior to submission of the bid documents

- 39.1 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:	
CONTACT PERSON	Kabelo Lekalakala	CONTACT PERSON	Tiyani Thuketane
TELEPHONE NUMBER	012 366 7157	TELEPHONE NUMBER	012 366 7152
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	kabelol@pprotect.org	E-MAIL ADDRESS	TiyaniT@pprotect.org

40. Clarifications and communication

- 40.1 Bidders are encouraged to submit clarification questions in writing to Public Protector South Africa (PPSA) officials mentioned above not later than **18 June 2025 @ 11H00**. No further questions will be answered after this period.
- 40.2 The PPSA will respond in writing to queries and distribute responses to all bidders who attended the briefing session after receiving questions.
- 40.3 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.
- 40.4 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.
- 40.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or

- correspondence relating to this bid.
- 40.6 Whilst all due care has been taken in connection with the preparation of this bid, 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. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 40.7 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 PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).
- 40.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 40.9 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.

41. BIDDER DECLARATION

The bidder hereby declares the following:

We confirm that _____ (Bidder's Name) will:

- a. Provision of offsite storage including document management services to PPSA: various offices nationally.
- 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 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 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 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 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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 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.