merSETA
MANUFACTURING, ENGINEERING AND RELATED SERVICES SETA

Bid Number: 004-2027-FAC

Description: Provision of Head Office Accommodation

Non-Compulsory Briefing /Clarification Meeting Details					
Friday, **11 September 2026**, at 10:00AM, Virtual Meeting Link: Join the Briefing Session					
Bid submission details and address					
Advert or Issue date:	**25 August 2026**	**Closing date:**	**28 September 2026**	**Closing Time**	**12:00**
Bidders must deposit their documents into the tender box available at the Ground Floor Reception at or before 12H00, on closing date at, at the address below: 8 Hillside Road, Metropolitan Park Block C, Parktown, Johannesburg, 2193 **Submission:** 1 x Bound hardcopy and 1x Electronic (PDF) Copy in a USB Flash Drive					
Tip-Offs Anonymous Hotline:					
Report unethical conduct at merSETA on**:** Toll Free Number: 0800 333 057 Email: merseta@thehotline.co.za *Stop theft / fraud / dishonesty / bribery /blackmail / intimidation and remain anonymous.*					

THE BID IS SUBMITTED BY:

Company Name:			
Address:			
CSD Registration No:		**Company Reg. No:**	
Contact Number:		**Email:**	
Contact Person:			

SBD 1 - NOTICE AND INVITATION TO TENDER
PROSPECTIVE TENDERERS ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF

Tender Number:	**004-2027-FAC**	**Closing Date:**	28 September 2026	**Closing Time:**	**12:00**
Description:	**Provision of Head Office Accommodation**				
Tender Offer Validity Period:	150 Days	**Contract Period:**	31 March 2030		

TENDER DOCUMENTS/RESPONSES MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)			
8 Hillside Road, Metropolitan Park Block C, Parktown, Johannesburg, 2193		Tenderers should ensure that tender documents are submitted to the correct address and deposited in tender box before closing time. **Late tenders will not be accepted.**	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
Contact Person:	**Ntombifuthi Motha**	**Contact Person:**	N/A
Telephone Number:	083 680 3593	**Telephone Number:**	
E-Mail Address:	Tenders@merseta.org.za	**E-Mail Address:**	
Supplier Information			
Company Name:			
Postal Address:			
Street Address:			
Contact Numbers:		**E - Mail Address**	
Company Registration No.		**VAT. Number**	
Supplier Compliance Status (TCS)	**TCS Pin**	**CSD**	
B-BBEE Status Level Verification Certificate	[TICK APPLICABLE BOX] ☐ Yes ☐ No	**B-BBEE Status Level Sworn Affidavit**	[TICK APPLICABLE BOX] ☐Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No **[If Yes, enclose proof]**	ARE YOU A FOREIGN BASED SUPPLIER FOR GOODS /SERVICES /WORKS 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)

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1. GLOSSARY OF TERMS

For purposes of this document, the following definitions are used and all references to legislation are to legislation as amended from time to time:

1.1 "**BBBEE**" has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;

1.2 "**Bid**" means a proposal submitted by a Bidder in response to this invitation to bid;

1.3 "**Bidder**" means an owner/entity/ joint venture/ consortium who intends to respond thereto by submitting a proposal;

1.4 "**Black People**" has the meaning defined in the Broad Based Black Economic Empowerment Act 53 of 2003;

1.5 "**Consortium**" means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;

1.6 "**Constitution**" means the Constitution of the Republic of South Africa, Act 108 of 1996;

1.7 "**Government**" means the Government of South Africa constituted in terms of the Constitution, any one or more of the three spheres of Government being national, provincial and municipal;

1.8 "**Management Control**" means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise

1.9 "**Member**" means, with respect to a Bidder, which is a Consortium, each member thereof, including each Relevant Entity

1.10 "**PFMA**" means the Public Finance Management Act, Number 1 of 1999;

1.11 "**Successful Bidder**" means the Bidder who following evaluation of its proposal in response to the bid is selected by merSETA as the party with whom to conclude the Service Level Agreement;

1.12 "**merSETA**" means the Manufacturing, Engineering and Related Services Education and Training Authority

1.13 "**ZAR" or "Rand(s)**" means the South African Rand, being the official currency of South Africa.

2. BID SUBMISSION

2.1 The merSETA provides the information which is contained in or sent with this Bid or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.

2.2 This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by merSETA to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. The merSETA is not obliged to accept any response to this Bid.

2.3 Bidders will be deemed to have satisfied themselves as to the authority of merSETA and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and municipal level).

2.4 Each Bidder to whom this Bid Document (and other related documents) is made available must make his, her or its own independent assessment of the Bid.

2.5 While reasonable care has been taken in preparing this Bid Document and other related documents, it does not purport to be comprehensive or to have been verified by merSETA, its officials, employees, advisors or any other person. The merSETA, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this Bid Document or other related documents.

2.6 No representation or warranty, express or implied, is or will be given by the merSETA, or any of its officers, employees, servants, agents or advisors with respect to the information or opinions contained in this Bid Document or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

2.7 The merSETA reserves the right to amend, modify or withdraw this Bid, or to amend, modify or terminate any of the procedures or requirements of the Bid at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.

2.8 If any Bidder or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the merSETA, consultant to the merSETA, either directly or through an intermediary then, such Bidder or Bidder will be disqualified forthwith from participating in the procurement process.

3. BIDDERS' DUE DILIGENCE

3.1. Upon receipt of proposals from Bidders, merSETA will assume that the Bidder has sufficiently familiarized themselves with the content of the Bid Documents, its volumes, schedules and related annexures.

4. NON-COMPULSORY BRIEFING SESSION

4.1. The briefing session will be held as per the below venue

- **Date :** 11 September 2026
- **Venue :** Microsoft Teams (MS Teams)
- **Time : 10:00**

Only Bidders who have purchased the Bid documents can attend this meeting

5. SUBMISSION OF PROPOSALS

5.1. Closing date

Bidders must submit their responses on the **28 September 2026** not later than **12:00** at **MerSETA, Metropolitan Park, Block C, 8 Hillside Road, Parktown, Johannesburg** in the Tender Box. Faxed and Emailed submissions will not be accepted.
Proposals shall be submitted in the following format:

- 1x Bound bid proposal/response with all the supporting documents; and
- 1x USB Flash Drive with a full copy of the bid proposal with supporting documents (merSETA won't be held accountable should the USB malfunction or be faulty)

5.2. Late submissions

No late submissions will be accepted by merSETA.

5.3. Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this Bid Document will be marked as incomplete, and may, at the merSETA sole discretion, be rejected.

5.4. Correction of Errors

The complete Bid Document and attachments shall be submitted without alterations, erasures or omissions, all corrections shall be initialled in black ink by the person signing the proposal.

5.5. Cost of Submitting Bids

Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its Bid(s), including all its own costs incurred on any of the stages in the procurement process.

Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this Bid or other applicable legal requirements, then merSETA shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to merSETA flowing from such termination.

6. BID CONTACT PERSON/S

6.1. Bidders are advised to address all correspondence relating to this Bid to the following people as indicated below:

Enquiry Type	SCM Enquiries	Technical Enquiries
Email	Tenders@merseta.org.za	Tenders@merseta.org.za

6.2. Any additional information, responses to queries and/or changes to the Bid Document will be communicated to Bidders in the form of an addenda or Briefing Notes. Bidders are advised to ensure that they have received any issued addenda or Briefing Notes.

7. BID VALIDITY PERIOD

7.1. Proposals shall remain valid and open for acceptance for a period **150 calendar days** from the closing date

7.2. Extensions to the Validity Period, merSETA may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request from merSETA shall be made in writing, and the bidder is required to confirm the same in writing, failure by the bidder to confirm the extension of validity in writing will lead to disqualification from further evaluation as it renders the proposal null and void.

8. GENERAL BID REQUIREMENTS

8.1. Signing requirements of a single entity

Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors or its equivalent of the organisation concerned. Copies of such an authorisation, must accompany each Bid in the format provided

8.2. Signing requirements of a consortium or joint venture

8.2.1. Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.

8.2.2. Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.

8.2.3. The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.

8.2.4. A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.

8.2.5. The consortium/joint venture must submit a consortium/joint venture BBBEE certificate, if required as evidence to claim preferential goals.

8.2.6. In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.2.7. Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.

8.2.8. Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.

8.2.9. The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.

8.2.10. A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.

8.2.11. The consortium/joint venture must submit a consortium/joint venture consolidated B-BBEE certificate.

8.2.12. In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

8.3. Format of submissions

8.3.1. Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub- paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.

8.3.2. All proposals should be submitted in the format as prescribed and according to the following instructions:

a) Only proposals completed in English will be accepted.
b) The onus is on the Bidder to submit all relevant information.

8.4. Number of bid documents to be submitted.

One (01) original bid document neatly bound or in an arch lever file.

9. QUALIFICATION AND EVALUATION

9.1. Evaluation Process

The merSETA will apply a three (3) stage approach in evaluating bids:

Stage 1: Mandatory/ Administrative Requirements.

Stage 2: Evaluation of functionality and technical responsiveness

Stage 3: Price and Preference Points

9.1.1. Stage 1: Mandatory/ Administrative Requirements

List of mandatory/administrative requirements, bidders who fail to comply may be disqualified from the process.

No	Document that must be submitted	Mandatory	Non-submission of mandatory items may result in disqualification?
1.	SDB 1 - Tender notice and invitation to bid.	No	Complete and sign the supplied pro forma document with all the required information
2.	SBD4 – Bidders disclosure	Yes	Complete and sign the supplied document
3.	SBD 6.1	No	To determine the applicable preferential goals that a bidder can claim for this bid
4.	Pricing Schedule	Yes	Submit full details of the pricing proposal
5.	SARS Tax Compliance	Yes	To be verified through CSD / SARS website
6.	Certificate of Authority for signatory / Delegation of authority	Yes	Complete and sign the supplied pro forma document
7.	Registration with National Treasury's Central Supplier Database (CSD)	Yes	Bidder to provide CSD MAAA Number.
8.	Attendance of compulsory briefing session	Yes	To be completed at Compulsory briefing session (if applicable)
9.	Active registration with Company Intellectual Property Commission	No	Attach a copy of CIPC certificate.
10.	A Joint Venture Agreement	Yes	Attach Joint Venture agreement
11.	Occupational Health and Safety Act (85 OF 1993)	Yes	The building must comply with the Act.
12.	Certificate of Occupancy from the Municipality.	Yes	The certificate must be attached.
13.	Electrical Certificate of Compliance (COC)	Yes	The certificate must be attached
14.	Building Lift & Elevators Certificate SGS South Africa or TÜV SÜD South Africa) to ensure public and workplace safety	Yes	The certificate must be attached

No	Document that must be submitted	Mandatory	Non-submission of mandatory items may result in disqualification?
15.	Copy of the title deed confirming ownership of the building or Ghost Conveyance report (copy should not be older than three months)		
16.	Bidder must have the necessary accreditation/ Registration of company/organization with relevant legislative professional Industry association e.g. South African Property Owners Association (**SAPOA**) or Certificate for the Commercial Property Practitioner (**CCPP**) any other reputable body committed to industry standards	Yes	

9.1.2. Stage 2: – Evaluation of Functionality (refer to TORs for detailed criteria)

The purpose of application of qualification criteria is to determine the functionality of each proposal by assessing the quality thereof. Below is a detailed breakdown of the scoring criteria.

Bidders from the second stage who have achieved 70% points or more will be eligible to submit to be evaluated on Price and Specific Goals

9.1.3. Stage 3: Price and Preference Points Allocation

a) After the evaluation of essential minimum criteria and functional criteria, the third stage of evaluation of the bids will be in respect of price and preferential procurement only.
b) Price proposals should be submitted in South African Rand including Value Added Tax (VAT) where applicable
c) The bidder shall provide the price proposal as detailed in the Pricing Schedule
d) In compliance with the Preferential Procurement Regulations 2022, the following preference point systems are applicable to invitations to tender, is the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
e) Points for this bid shall be awarded for Price **=** maximum **80 Points**; and Preference Goals as defined in SBD 6.1 **=** maximum **20 Points**

The Preference Goals that have been identified for this bid is stipulated in SBD 6.1

Specific goal	Points	Example of Submission	Tick if supplied	Indicate the document submitted
Black People Ownership – 51% or more	6	Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD		
Black Women Ownership – 30% or More	4	Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD		
Black Youth Ownership – 30% or More	4	Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD		
White Women Ownership – 30% or More	2	Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD		
People with Disability (PwD) Ownership	4	Valid B-BBEE certificate/Affidavit **or** CIPC B-BBEE Certificate, or CIPC Certificate or ID or CSD		
Total Points allocated	**20**			

f) Failure on the part of a bidder 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

g) The merSETA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by merSETA;

h) Reserves the right to conduct negotiations with the qualifying bidder/s regarding any terms and conditions, including price(s), of a proposed contract where applicable; and

i) Reserves the right not to accept the lowest financial offer or any offer

17. CONFIDENTIAL INFORMATION

17.1. Bidders agree to keep information provided pursuant to this Bid confidential ("**Confidential Information**")

17.2. All Confidential Information provided (including all copies thereof) remains the property of merSETA

17.3. By receiving this Bid each Bidder and each of its members agree to maintain its submission in response to this Bid as confidential from third parties other than merSETA and its officials, officers and advisors who are required to review the same for the purpose of this procurement.

17.4. The Confidential Information provided by merSETA may be made available to a Bidder's Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).

17.5. Bidder's Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of merSETA.

17.6. The Confidential Information may not be used for any other purpose than that for which it is intended.

17.7. Bidders, Relevant Entities, members, employees and professional advisors may be required to sign confidentiality agreements.

18. INTELLECTUAL PROPERTY

All materials and data which are submitted by Bidders shall become the sole property of merSETA, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

19. INDEMNITY

Bidders shall be deemed by their submission of a proposal to agree to indemnify merSETA and hold it harmless from any claim or liability and defend any action brought or legal step against merSETA for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

20. GOVERNING LAWS AND RULES

20.1. The primary enabling legislation for this Bid is the PFMA,

20.2. This Bid is issued by merSETA in terms of the SCM prescripts read with the PFMA, as the formal step of the procurement process.

20.3. Procurement will be carried out following prescribed legislation, which includes the Constitution, the Preferential Procurement Policy Framework Act, Number 5 of 2000 and the PFMA.

20.4. **Bidder's Responsibilities**

20.4.1. If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this Bid, the Bidders should notify merSETA, and merSETA will provide clarification as to the intended position.

20.4.2.

20.4.3. To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the Bid, but such inconsistency is not identified by any Bidder and/or clarified by merSETA prior to submission of the Bidder's Proposal, the terms of the General Conditions of Contract shall prevail.

20.5. **Contact Policy**

16.5.1. Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of merSETA or any other merSETA official(s) who may be associated with this solicitation (other than the Bid contact persons as listed), without the prior written approval of merSETA save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.

16.5.2. This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of merSETA.

16.5.3. Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of merSETA or any of merSETA official(s) engaged in the Bid, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

16.6. Ethical Conduct

16.6.1. The merSETA is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Bid.

16.6.2. If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or other gratuity to any public official or employee of merSETA, relevant authority, or consultant to merSETA for the Bid either directly or through an intermediary, merSETA reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.

16.6.3. The merSETA and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. merSETA reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

16.7. No automatic partnership on offer

16.7.1. This Bid initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with merSETA shall enter into a Service Level Agreement.

16.8. Independent Submission

16.8.1. By responding to this Bid document each Bidder and its constituent Members certify that:

a) its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.

b) unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and

c) no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition.

16.8.2. The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

16.8.3. Any material failure on the part of a Bidder to comply with the Mandatory Requirements listed in this Bid, to the extent that same are not waived by merSETA, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

16.9. Grounds for Disqualification

16.9.1. The following events, in addition to any other events contained in this Bid Document, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in merSETA determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

a) an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member.

b) past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the procurement process, or any other government procurement process.

c) an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).

d) Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Bid on any matter concerning the Bid at any time during the procurement process, without due authority of the merSETA, shall be disqualified from further participation in the procurement process.

e) Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.

f) Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for merSETA constitutes a ground for disqualification.

16.10. Undertaking by Bidders

16.10.1 By signing a submission in response to this Bid Document, each Bidder signatory warrants that save as disclosed in writing to merSETA, the response to this Bid Document and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to merSETA, each Member of the Bidder has:

a) not passed a resolution nor is the subject of an order by the court for the company's winding-up.

b) not been convicted of a criminal offence relating to the conduct of its business or profession.

c) not committed an act of grave misconduct in the course of its business or profession.

d) fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.

e) not made any misrepresentation in providing any of the information required in relation to the above; and

f) not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

17. INCORRECT OR MISLEADING INFORMATION

The merSETA may disqualify any Bidder and/or revoke any decision in respect of the selection of a Successful Bidder or the announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Bidder or its constituent members, advisors and/or agents provided in response to this Bid.

18. CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please indicate in the relevant block below that you have completed/attached the required documents and schedules that form part of your response

No.	Description	Yes/No
1.	SDB 1 - Tender notice and invitation to bid.	
2.	Pricing Schedule	
3.	Certificate of Authority for signatory / Delegation of authority	
4.	SBD4 – Bidder's Disclosure	
5.	SBD 6.1 – Preference point claim form	
6.	Supporting documents to claim preference points	
7.	Registration on the National Treasury Database (Registration number)	
8.	Attendance of compulsory briefing session (If Applicable)	
9.	Active Registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach a copy of CIPC/CIPRO certificate	
10.	A Joint Venture Agreement in case of a Joint Venture [where applicable]	
11.	Occupational Health and Safety Act (85 OF 1993)	
12.	Certificate of Occupancy from the Municipality	
13.	Electrical Certificate of Compliance (COC)	
14.	Building Lift & Elevators Certificate SGS South Africa or TÜV SÜD South Africa) to ensure public and workplace safety	
15.	Copy of the title deed confirming ownership of the building or Ghost Conveyance report (copy should not be older than three months)	
16.	The necessary accreditation/ Registration of company/organization with relevant legislative professional Industry association e.g. South African Property Owners Association (**SAPOA**) or Certificate for the Commercial Property Practitioner (**CCPP**) any other reputable body committed to industry standards.	
	Evidence and supporting documents responding functionality criteria	
17.	Company profile	
18.	Reference letters	
19.	The coverage radius	
20.	The applicable square metre (m²)	

19. PRICING SCHEDULE

Pricing Instructions and Notes:

a) Bidders are required to submit a **detailed pricing schedule** for the full duration of the contract.

b) Pricing must be **all-inclusive**, covering all costs associated with the delivery of services for merSETA.

c) No additional costs outside the contract amount will be entertained.

d) Failure to submit a comprehensive pricing schedule **will result in disqualification**.

e) Pricing must be valid for **150 days** from the closing date.

f) All prices must be inclusive of VAT.

Pricing must be submitted on the letterhead of the Bidders company and signed by the Director.

Description	01 June 2027 – 31 May 2028	01 June 2028 – 31 May 2029	01 June 2029 – 31 March 2030
Monthly rental per sqm			
Operational Cost per sqm			
Total per sqm including monthly rental and operational cost			
Escalation rate (***Expressed as a percentage - %)***			
170 x Covered Parking			
Lease Administration Cost			
Any other related Cost			
Total Price excluding VAT			
VAT @ 15%			
Total Price including VAT			
Tenant Installation Allowance			
Deposit Amount			
TOTAL BID PRICE			

2. Declaration

I/we hereby undertake to render the services described in the attached bidding documents in accordance with the requirements and specifications stated in the bid document at the pricing submitted above.

Signature:	**Name of Representative**:	**Designation:**	**Date:**
Company Name			

20. AUTHORITY TO SIGN

Tender/ NO: _______________ Description: ____

Indicate the business/entity type of the bidder by ticking the appropriate box hereunder:

Company		Close Corporation		Partnership		Joint Venture		Sole Proprietor	

The tenderer must complete the fields set out below for the relevant category applicable to them, and attach their **Registration Certificates for Companies, Close Corporations and Partnerships**, or **Agreements and Powers of Attorney for Joint Ventures**, or **ID documents** to the support data provided at the end of this form.

I/We, the undersigned, being the Board of Directors / Members /Partners in the business trading as:

Business Name: **Registration No:**

Hereby authorise/resolved that Mr/Ms________________________________, in his/her capacity as __________________________, is authorised to make applications and or sign on behalf of the Company / Close Corporation / Partnership / Trust /Joint Venture, all documents in connection with the tender, any contract resulting from our bid and any other documents and correspondence in connection with this bid and /or contract. ***Resolution by Board of Directors to be attached for Company***

Signature of Signatory:________________________________ **Date**: ______________

Sole Proprietor: I, ___________________________hereby confirm that I am the sole owner of the business trading as: _______________________________________Signature_________________

CC Member/s, Partners, JV Partner Signatures:

Name	**Signature**	**Date**
1.		
2.		
3.		
4.		

NB: Failure to complete, sign and date the resolution as outlined above will negatively impact and delay contract signing. Bidders may attach a signed company resolution on a company letterhead

21. SBD 4 - 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 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:

____

____

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.

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.

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 _________________

Name ________________________ Position _____________________

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.

22. SBD 6.1 PREFERENCE POINTS CLAIM FORM in terms of the Preferential Procurement Regulations 2022

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$ or $$\boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)}$$ or $$\boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where:

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender *[select where applicable to this bid]*	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Tenderer who has 51% to 100% black people ownership	6	
Tenderer who has 30% to 100% black women ownership	4	
Tenderer who has 30% to 100% black youth ownership	4	
Tenderer who has 30% to 100% White women ownership	2	
Tenderer who has 20% or more owners with disability	4	
Total Points allocated to Specific Goals	**20**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm ____

4.4. Company registration number: ____

TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

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

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.

TENDERER'S SIGNATURE _______________________________

SURNAME AND NAME: _______________________________

DATE: _______________________________

ADDRESS: _______________________________

____

____

____

TERMS OF REFERENCE FOR

Bid No.: 004-2027-FAC

CORPORATE OFFICE ACCOMMODATION FOR HEAD OFFICE

Non-Compulsory Virtual Briefing Session Date:

11 September 2026, 10h00-11h00

Closing Date:28 September 2026

CLOSING TIME: 12h00

(South African Standard Time)

Validity Period: 150 days

23. TERMS OF REFERENCE

1. BACKGROUND

The Manufacturing, Engineering and Related Services Sector Education and Training Authority (merSETA) was established in 2000 to promote skills development in terms of the Skills Development Act (Act No. 97 of 1998 as amended). The merSETA facilitates skills development in the manufacturing, engineering, and related services that encompass the following sectors: Automotive, Metal, Motor, Tyre, Plastics, and Automotive Components Manufacturing.

2. OBJECTIVE

The objective of this project is to invite landlords and property agencies to submit proposals to merSETA for the leasing of corporate office accommodation for the Head Office. The proposed premises must meet the specified requirements and provide a suitable, functional, and accessible working environment for merSETA's operations.

3. PROJECT/ CONTRACT PERIOD

The contract period for this project will be from date of signature to the ending of 31 March 2030, aligned with the SETA license with an option to renew.

4. SCOPE OF PROJECT

The scope of this project involves the identification and provision of a suitable building within the specified areas for merSETA to lease as corporate office accommodation.

4.1. BUILDING SPECIFICATIONS

The proposed building must be within a 20km radius of the current accommodation (MerSETA, Metropolitan Park, Block C, 8 Hillside Road, Parktown, Johannesburg).

4.2. OFFICE SPACE REQUIREMENTS

4.2.1. Provide a total office space of between 2500 – 3000 m² however the merSETA will also consider to a maximum of 3500 m².

4.2.2. Include a minimum of hundred and seventy (170) secured undercover dedicated parking bays, including designated spaces for persons living with disabilities.

4.2.3. Parking must be provided within the same building or premises. Be ready for occupation by 01 June 2027, with access granted before this date for required renovations and installations.

4.2.4. Meet (A, B or P) Grade building standards, issued by a professional body in compliance with South African Property Owners Association (SAPOA) requirements.

4.2.5. Be easily accessible via public transport, i.e. office accommodation must be within walking distance of public transportation to ensure convenient access for employees and visitors.

4.2.6. Office accommodation must be located in close proximity of amenities (retail centres or malls or services) that ensure convenient access to dining options for employees and visitors.

4.2.7. Be disability-friendly, ensuring barrier-free access to both office spaces and parking areas.

4.2.8. Accommodate two hundred and fifty (250) persons in a well-structured office layout.

4.2.9. Have provisions of a backup power supply in case of electrical outages. If solar power &/or a generator of a minimum 600KVA capacity is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation.

4.2.10. Have provisions of a minimum 10 000 litres water tank capacity on the occupied building with the appropriate water pressure to support merSETA offices (bathrooms, offices and kitchens) in case of water outage. If water tank is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation.

4.3. OCCUPATIONAL HEALTH AND SAFETY

The selected office space must comply with all applicable health, safety, and legal requirements, ensuring a functional, safe, and efficient work environment for merSETA operations.

4.4. LEASE PERIOD

The lease term will commence on the date of last signature and will run until the expiry of the SETA's license, being 31 March 2030

4.5. OCCUPATION DATE

The building should be completed and ready for occupation by 01 June 2027. The prospective lessor will be required to grant the lessee an opportunity to effect renovations and Installations to the building prior to the occupation date.

4.6. DISABILITY FRIENDLY

The premises (office and parking) must be accessible to persons living with disabilities.

4.7. EMERGENCY POWER SUPPLY (Generator or Solar Backup)

Have provisions of a backup power supply in case of electrical outages. If solar power &/or a generator of a minimum 600KVA capacity is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation.

4.8. WATER TANK

Have provisions of a minimum 10 000 liters water tank capacity on the occupied building with the appropriate water pressure to support merSETA offices (bathrooms, offices and kitchens) in case of water outage. If water tank is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation

4.9. TENANT INSTALLATION

Notwithstanding any reference to renovations and installations in this document, it is hereby stipulated that Tenant Installation (TI) works, which include any modifications, interior fitouts, or installations required to render the premises operational for the lessee's intended use, shall be carried out exclusively by the landlord. The landlord shall ensure that such work is completed in accordance with all relevant building codes, health and safety standards, and the specifications provided herein, and that the premises are delivered ready for occupation by 01 June 2027, with the approved TI works already in place.

4.10. OUTCOMES AND DELIVERABLES

The office accommodation structure required.

No.	Specification Description	Quantity
1	Staff bathroom/toilet for males and females. Ablution facilities must have at least 20 cubicles each for males and females respectively. Bathroom/toilet for people with physical disabilities.	20 + cubicles
2	Parking bays for staff and visitors	170 parking bays
3	The premises must be fitted with the following equipment that must be maintained through corrective and preventative maintenance by the landlord. Bidders will be required to submit maintenance records, post the evaluation process and before awarding the contract. 5.3.1. Health and Safety equipment a) Fire sprinkler system b) Smoke detector system c) Fire extinguishers d) Hose pipes e) Fire alarm system f) Fire Escape routes 5.3.2. Controlled access system 5.3.3. Air conditioners	N/A
4	**ICT Infrastructure** The bidder must demonstrate the ability to provide sufficient infrastructure as per applicable requirements below: 5.4.1. The Area/Building must have ICT Infrastructure access e.g., Fiber, microwave, Reception-Cell phone Signal Coverage etc. 5.4.2. Server room that will be compliant according to basic server room compliance standards.	N/A
5	**Branding and Signage** The lessor shall grant the lessee the right to install external signage and reception branding for the purposes of identifying the building and the lessee's premises.	N/A

5. CONTENT OF SUBMISSIONS – VERY IMPORTANT

(1) Provide detailed pricing, VAT inclusive (refer to **Pricing Schedule** attached). Escalation cost must be provided in the submission.

(2) National Treasury's Central Supplier Database (CSD) registration number.

(3) Fully completed and signed:

- SDB 1 – Invitation to bidder
- SBD 4 – Bidders Disclosure
- SBD 6.1 – Preference points claim form.

(4) In instances of a joint venture /consortium the Joint Venture Certificate must be included (indicating the percentage of duties for all companies in the joint venture). The consolidated joint venture B-BBEE agreement must be submitted in order to claim points. Valid BBBEE certificate, CIPC BBBEE certificate or affidavit. BBBEE Certificate issued by CIPC will be verified with CIPC.

(5) ID copies of all directors of the company.

(6) Provide written, signed, and verifiable letters of reference as a Property Manager or where work of a similar nature was undertaken.

(7) Bidder must have experience in office accommodation / related business. Bidder should attach company profile stating years of experience.

(8) The bidder must submit separate monthly copies of the utilities and rates-and-taxes bills for the three (3) months immediately preceding the bid submission date.

6. MANDATORY REQUIREMENTS

(1) The building must comply with Occupational Health and Safety Act (85 OF 1993).

(2) The certificates below are compulsory and must accompany the bid:

a) Certificate of Occupancy from the Municipality.

b) Electrical Certificate of Compliance (COC)

c) Building Lift & Elevators Certificate SGS South Africa or TÜV SÜD South Africa) to ensure public and workplace safety.

d) Copy of the title deed confirming ownership of the building or Ghost Conveyance report (copy should not be older than three months)

(3) Bidder must have the necessary accreditation/ Registration of company/organization with relevant legislative professional Industry association e.g. South African Property Owners Association (**SAPOA)** or Certificate for the Commercial Property Practitioner (**CCPP**) any other reputable body committed to industry standards.

(4) Failure to submit any required documentation will result in disqualification.

7. FUNCTIONALITY EVALUATION PROCESS

All bids duly lodged will be evaluated on functionality and price. The evaluation criteria and weighting for measuring functionality are shown below:

7.1 Scoring Grid with explanation of scores

Score	Description
0 – Non- compliant	No supporting documents or information
1 – Poor	Barely meets the requirement; very limited detail or evidence.
2 – fair	Partially meets the requirement; insufficient clarity or supporting documents.
3 – Good	Meets the requirement adequately; acceptable level of detail.
4 – Very good	Exceeds the requirement; strong supporting evidence.
5 – Excellent	Significantly exceeds the requirement; exceptional detail and proof.

No	Requirement	Criteria	Weight
1	The bidder must submit a comprehensive **Company Profile** indicating the number of years' of experience in the corporate office accommodation or related business.	Company Profile indicating the number of years of Company experience: 5 = Ten (10) or more years' experience 4 = (7) years' experience 3 = Five (5) years' experience 2 = Four (4) years' experience 1 = Three (3) years 'experience 0 = Two (2) years or less experience	25%
2	The Bidder must provide **verifiable references of clients** where work entailing the provision of Corporate Office Accommodation was undertaken. The work must have been undertaken Between year 2006 to date)	Number of reference letters with detailed work in the provision of Corporate Office Accommodation were undertaken. Points will be allocated as follows for the submitted reference letters: 5 = Five 5 or more letters 4 = Four (4) letters 3 = Three (3) Letters 2 = Two (2) Letters 1 = One (1) Letter 0 = No letter	10%
3	The bidder must clearly indicate **the coverage radius** in kilometers (km) as specified in the evaluation criteria. Evidence must be requested to support the stated radius requirement.	5 = Radius between 1 – 3 4 = Radius between 4 – 7 3 = Radius between 8 – 11 2 = Radius between 12 – 15 1 = Radius between 16 – 20 0 = More than 20	40%

No	Requirement	Criteria	Weight
4	The bidder must clearly indicate the applicable square metre (m²) range offered, in accordance with the evaluation criteria specified in the bid document.	5 = Square Metres between 2500 - 3500 4 = Square Metres between 2500 – 3000 3 = Square Metres 2500 2 = Below 2500 1 = More than 3500	25%
		Maximum Points	**100%**
		Minimum Threshold for qualification to next phase	**70%**

7.2 Qualifying Threshold

The overall minimum threshold for functionality will be 70% where all individual thresholds are adhered to. The evaluation of submitted bids will be conducted as follows:

a) Firstly, the bids will be evaluated for functionality based on the evaluation criteria and the minimum threshold as shown in the table above **(Phase 1).**

b) Any bid that fails to meet the overall minimum threshold or has not received the minimum score for any individual component thresholds will be disqualified and not proceed to **phase 2 (Site inspection).**

7.3 Checklist/Site Inspection (Phase 2)

a) Site inspections shall be conducted for bidders scoring at least 70 points in Phase 1.
b) Bidders shall be assessed against the below site inspection checklist and must comply or demonstrate capacity to meet the requirements as stated.
c) Non-compliance with items 1- 4 shall result in disqualification.
d) For items 5 - 6, a signed undertaking to comply before occupation shall be accepted as demonstration of ability to fulfil these requirements.

No	Requirement	Criteria	Yes/ No
1.	The location of the building is within a 20km radius of the current accommodation (MerSETA, Metropolitan Park, Block C, 8 Hillside Road, Parktown, Johannesburg).	Within a 20 km radius from current office.	
2.	Office space between 2500 – 3000 m² and not more than 3500 square meters.	Within 2500 to 3500 m²	
3.	Parking must be at least (170) parking bays on site.	Parking of 170 parking bays on site provided	
4.	The proposed premises should be situated within 500 metres to 1 kilometre of public transport amenities	Premises is within 500 metres to 1 kilometre	

No	Requirement	Criteria	Yes/ No
		of public transport amenities	
5.	Provision for back up water tank a minimum of 10 000 litres supply to the kitchens and ablution facilities provided. If water tank is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation.	Water tank provided or an undertaking letter signed by an authorized personnel.	
6.	Provision for back-up electricity supply to the entire office provided. or commitment letter provided in case of electricity outage of a minimum 600KVA generator capacity. If solar power &/or a generator of a minimum 600KVA capacity is not yet installed, the bidder must provide an official undertaking letter, signed by an authorized representative, committing to installation before the merSETA takes occupation.	A minimum 600KVA generator or solar system provided. If not an undertaking letter signed by an authorized personnel.	

24. SPECIAL CONDITIONS OF CONTRACT

24.1. Acceptance of Bid

a) The merSETA is under no obligation to accept the lowest or any bid.
b) The financial standing of tender and their ability to manufacture or to render services may be examined before their tender are considered for acceptance.

24.2. Amendment and Variation of Contract

a) The terms of reference together with the offer made by the successful bidder and the acceptance thereof by merSETA shall constitute the formal agreement between merSETA and the successful bidder.
b) No amendment of this agreement, variation, waiver, relaxation or suspension of any of the provisions thereof shall have any force or effect, unless reduced to in writing and signed by both parties.

24.3. Change of Address

a) Tenderers must advise the merSETA should their address (domicilium citandi et executandi) details change from the time of tendering to the expiry of the contract.

24.4. Completion of Specification

a) Where specifications are designed in such a way that responses would be required from bidders, these forms must be completed and submitted as part of the bid document.

24.5. Completeness of Bid

a) Tenders will only be considered if correctly completed and accompanied by all relevant certificates and other necessary applicable information.

24.6. Equal Bids

a) In the event that two or more tenders have equal total points, the successful tender will be the one scoring the highest number of preference points for specified goals.

b) Should two or more tenders be equal in all respects, the Adjudication shall be decided in line with the directives of the Preferential Procurement Regulations 2022 by drawing of lots.

24.7. Execution Capacity

a) The tenderer will be required to provide an efficient and effective service. Therefore, the tenderer is required to submit proof that he/she has the required capacity to execute the contract tendered for successfully.

b) The tenderer must supply references and state the team's experience as a company to undertake the contract. References of experience on similar projects undertaken must accompany the tender document

24.8. Extension Of Contract

a) An extension of contract may be considered. It is the normal policy that contracts are not extended. However, circumstances may arise whereby a contract cannot be renewed in time. If this is found to be the case, the right is reserved to approach existing contractor(s) to extend the contract for such period agreed to.

24.9. Intellectual Property Rights and Ownership of Material Produced

a) All intellectual property rights relating to any work produced by the service provider in relation to the performance of this contract shall belong to merSETA. The service provider shall assist merSETA to protect such intellectual property rights. All material, in paper, electronic or any recorded format produced by the service provider in the performance of this contract shall remain the property of merSETA.

b) The service providers undertake not to infringe the intellectual property of third parties. Should any action or claim be instituted against merSETA emanating from an infringement of intellectual property or an alleged infringement of intellectual property, the service providers hereby indemnify merSETA against such claims or actions as well as all costs (including legal costs on an attorney and client scale).

24.10. Irregularities

a) Tenderers are encouraged to advise the merSETA timeously of any possible irregularities, which might come to their attention in connection with this, or other contracts.

24.11. Joint Ventures

a) In terms of the Supply Chain Management Policy Framework, a consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI members, be entitled to equity ownership in respect of an HDI.

b) Should the tender response to this project be submitted as a joint venture proposal, a copy of the joint venture agreement **must** accompany the tender document. The joint venture agreement must clearly specify the percentage of the contract to be undertaken by each company participating therein.

c) Failure to submit the joint venture Agreement will result in preference points not being allocated to all companies participating in the joint venture.

24.12. Late Bids

a) Bids are late if they are received at the address indicated in the bid documents after the closing date and time.

b) No late bids are accepted. A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder.

24.13. Notice of Award and Advertising of Results

a) Notification of the tender adjudication results shall be in writing by a duly authorised merSETA official.

b) Results will also be published in the same platform where the bid invitation was advertised.

24.14. Termination of Contract

a) If the service provider does not commence working on the project, and after 14 days written notice addressed to his/her *domicilium* address to start still fails to start to work on the project, this contract may be cancelled forthwith.

b) This contract may be cancelled for reasons including poor performance, breach of contract, etc. by giving the service provider 14 days written notice to rectify the cause where-after department shall have the right to summarily cancel the contract upon written notice to the service provider.

24.15. Unsatisfactory Performance

a) Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

b) Before any action is taken, MerSETA shall warn the contractor by registered/certified mail that action will be taken in accordance with the contract conditions unless the contractor complies with the contract conditions and delivers satisfactory supplies or services within a specified reasonable time (as determined in the lease). If the contractor does not perform satisfactorily despite the warning MerSETA will:

   (1) take action in terms of its delegated powers

   (2) make a recommendation for cancellation of the contract concerned

24.16. Validity Period and Extension Thereof

a) The validity (binding) period for the bid shall remain in place for the number days stated in SBD 1, Notice and Invitation to Tender, and is calculated from the closing date.

b) Circumstances may arise whereby MerSETA is unable to finalise the warding with the validity period and may request the bidders to extend the validity (binding) period. Should this occur, MerSETA will notify and request bidders to extend the validity (binding) period under the same terms and conditions as originally tendered for by bidders.

c) The validity extension request will be in writing and shall be issued before the expiry of the original validity (binding) period.

24.17. VAT

a) Bid prices must be inclusive of VAT. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

   (1) The name, address and registration number of the supplier;

   (2) the name and address of the recipient;

   (3) an individual serialized number and the date upon which the tax invoice is issued; and

   (4) a description and full details of services rendered.

25. GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

1. The General Conditions of Contract will form part of all bid documents and may not be amended.

2. Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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1. DEFINITIONS

1.1. "**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.

1.2. "**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.

1.3. "**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 Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.4. "**GCC**" means the General Conditions of Contract.

1.5. "**Goods**" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.6. "**Imported content**" means that portion of the tender 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 goods covered by the Tender will be manufactured.

1.7. "**Local content**" means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.

1.8. "**Manufacture**" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.9. "**Order**" means an official written order issued for the supply of goods or works or the rendering of a service.

1.10. "**Project site,**" where applicable, means the place indicated in tender documents.

1.11. "**Purchaser**" means the organization purchasing the goods.

1.12. **"Republic**" means the Republic of South Africa.

1.13. "**SCC**" means the Special Conditions of Contract.

1.14. "**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.

1.15. "**Supplier**" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.16. "**Tort**" means in breach of contract.

1.17. "**Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.18. "**Written" or "in writing**" means hand-written in ink or any form of electronic or mechanical writing.

2. APPLICATION

2.1. These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

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

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

3. GENERAL

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

3.2. Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

4.1. The goods supplied shall conform to the standards mentioned in the tender 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.

6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity payments due by either party under this agreement shall be made at such bank account in the Republic of South Africa as the other party may specify

7. PERFORMANCE SECURITY

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender 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. The effective date, all the risks and benefits of ownership of the property, shall pass to the Purchaser.

8. INSPECTIONS, TESTS AND ANALYSES

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

8.2. If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3. If there are no inspection requirements indicated in the tender 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost

and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract. Each party shall, within 7 (seven) days of being called upon to do so by the conveyancer, sign all documents required to be signed, and furnish all documents required to be furnished by that party, to enable transfer of the property to be given to the Purchaser.

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 of any monies due to any party in terms of the adjustment account shall not constitute part of the purchase price and shall be affected separately from the payment of the purchase price.

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

(a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

13.3. Seller confirms hereby that it is an Investment Company and not a Trader as contemplated in Section 34 of the Insolvency Act, 1936, as amended ("the Insolvency Act") and the parties hereto agree that notice of this transaction will not be required to be published as contemplated in Section 34 of the Insolvency Act.

14. SPARE PARTS

14.1. As specified, 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 demand specific performance of this agreement and to take such action as may be necessary in order to implement and fulfil its rights in terms hereof and to recover any damage which it may suffer as a result of the defaulting party's breach of contract;

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.

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 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, 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.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

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 Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

18. VARIATION ORDERS

18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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. SUB- CONTRACTS

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

21. DELAYS IN SUPPLIER PERFORMANCE

21.1. Delivery of the goods and performance of services shall be made by the supplier ii 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, it's 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. 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 goods are required, or the supplier's services are not readily available.

21.4. 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 22.2 without the application of penalties.

21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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

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 s h a l l , 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 judgement 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 purchase 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.

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1. When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

28. LIMITATION OF LIABILITY

28.1. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2. 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28.3. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

31. NOTICES

31.1. Every written acceptance of a Tender 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 Tender 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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchases.

34. AMENDMENT OF CONTRACTS

34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTED PRACTICES

35.1. 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.

35.2. 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 section 59 of the Competition Act No. 89 of 1998.

35.3. 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.