



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

REQUEST FOR BID

TCF 02: 2026/27

THE COMPENSATION FUND (CF) WISHES TO INVITE ALL INTERESTED COMPANIES TO SUBMIT BIDS FOR THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

ISSUE DATE:

29 September 2026

CLOSING DATE AND TIME:

21 October 2026

11:00 am

BRIEFING SESSION DETAILS

A non-compulsory briefing session will be held on **06 October 2026** at **10:00** via MS Teams. A link will be provided.

Interested bidder must provide their email address to

SCM.Enquiries@LABOUR.gov.za

Enquiries may be directed to: SCM.enquiries@LABOUR.gov.za

NB: Bidder may ask for clarification on these terms of reference up to close of business **seven (7) days** before deadline for submission of bids.

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR
A PERIOD OF TWENTY-FOUR (24) MONTHS.**

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**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR
A PERIOD OF TWENTY-FOUR (24) MONTHS.**

SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	TCF 02: 2026/27	CLOSING DATE:	21 October 2026	CLOSING TIME:	11:00am
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR A PERIOD OF TWENTY- FOUR (24) MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
The Compensation Fund					
230 Lilian Ngoyi Street					
Absa Towers Building, Ground Floor					
Pretoria CBD, 0001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za	E-MAIL ADDRESS	SCM.Enquiries@LABOUR.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE 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	

APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR
A PERIOD OF TWENTY-FOUR (24) MONTHS.

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



employment & labour

Department:
Employment and Labour
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF EMPLOYMENT AND LABOUR
COMPENSATION FUND**

TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE
ACCOMODATION FOR COMPENSATION FUND FOR A PERIOD OF TWENTY-FOUR (24)
MONTHS**

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**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION
FOR COMPENSATION FUND FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

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FOR COMPENSATION FUND FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

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THE FOLLOWING EMAIL ADDRESS: 28**

SCM.Enquiries@LABOUR.gov.za 28

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APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMMODATION FOR COMPENSATION FUND FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

1. PURPOSE

The purpose of these Terms of Reference is to procure suitable commercial office accommodation for lease by the Compensation Fund ("the Fund") for a period of twenty-four (24) months.

The interim accommodation is required to support business continuity and uninterrupted service delivery while the Fund's permanent office accommodation at Compensation House is being refurbished and completed.

The Fund intends to approach the procurement as a commercial property leasing requirement, whereby the successful bidder/lessor provides a suitable commercial building together with the required base-building infrastructure and services, with the premises preferably being offered in a white-box/shell condition. And as an added requirement the bidder is also expected to provide the cleaning, hygiene and pest control service.

The Fund will thereafter undertake, procure or otherwise arrange the required tenant installation and workplace fit out to configure the premises in accordance with its approved operational requirements, space plan, ICT requirements and workplace standards.

The procurement is therefore primarily concerned with securing a suitable building and lease arrangement that provides:

- appropriate location and accessibility;
- sufficient office accommodation;
- adequate parking;
- suitable records and storage areas;
- compliant base-building infrastructure;
- reliable utilities and building services;
- appropriate fire and life-safety systems;
- appropriate security and access-control infrastructure;
- accessibility for persons with disabilities;
- statutory and municipal compliance; and
- an appropriate commercial lease arrangement for the required period.

The premises must be capable of being adapted through tenant installation to meet the Fund's operational requirements.

Note: The Fund does not intend to prescribe that the premises must be delivered as a fully fitted or move-in-ready office environment.

2. EXECUTIVE SUMMARY

The Compensation Fund requires interim office accommodation in Pretoria for a period of twenty-four (24) months to support continuity of its operations while the Fund's permanent accommodation at Compensation House is being completed.

The Fund requires suitable and fit-for-purpose office accommodation capable of supporting approximately 1,200 officials, with sufficient space to meet its operational requirements, together with adequate parking, records and storage accommodation and supporting building

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infrastructure. The winning bidder will also be expected to provide cleaning, hygiene and pest control services.

The procurement will be undertaken as a commercial real-estate leasing requirement.

The Fund will consider buildings offered in an existing white-box, shell or substantially vacant condition, provided that the building and its base-building systems are suitable for occupation and capable of accommodating the Fund's tenant installation requirements.

The Fund's tenant installation requirements may include, amongst others:

- internal office layouts;
- partitioning;
- workstations;
- meeting and boardroom configurations;
- reception and waiting areas;
- kitchenette installations;
- specialised ICT installations;
- data and telecommunications cabling;
- security-system integrations;
- signage;
- furniture;
- specialised records-storage configurations; and
- other tenant-specific workplace requirements.

These tenant-specific requirements will be determined by the Fund through its approved space planning and workplace requirements and may be undertaken by the Fund or through a separately appointed service provider, subject to the applicable procurement and approval processes.

The lessor will remain responsible for the building and its base-building infrastructure and services, including, where applicable:

- structural integrity;
- electrical infrastructure;
- water and sanitation;
- HVAC/base-building mechanical systems;
- lifts;
- fire detection and life-safety systems;
- common areas;
- building access infrastructure;
- security infrastructure;
- backup power infrastructure where provided;
- building management systems;
- statutory compliance; and
- maintenance of landlord/lessor-controlled building systems.

The procurement therefore seeks to secure a building that provides an appropriate base-building platform upon which the Fund can undertake the required tenant installation.

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The Fund will evaluate proposals based on the suitability of the property, location, available space, building condition, base-building infrastructure, statutory compliance, parking, records/storage capacity, security, accessibility, commercial terms and other requirements specified in these Terms of Reference.

A physical site inspection will form part of the evaluation process to verify the condition, configuration, infrastructure, capacity and suitability of the proposed property.

Footnote – Move-in-ready premises

A building that is already fitted out, substantially configured for office occupation and requires limited tenant installation may be regarded as an advantageous feature, provided that the property meets all mandatory requirements and the commercial proposal remains compliant with the prescribed evaluation methodology. Such condition shall not create a mandatory requirement for the procurement.

3. SCOPE OF WORK AND REQUIREMENTS

The successful bidder/lessor shall make available suitable commercial office accommodation to the Compensation Fund for a period of twenty-four (24) months.

The scope of the procurement shall principally comprise the provision and leasing of the commercial property and associated base-building infrastructure, rather than the delivery of a fully fitted workplace.

The requirements are set out below.

• 3.1 Location

The proposed property should preferably be located within or in reasonable proximity to the Pretoria Central Business District (CBD), subject to the operational requirements of the Fund.

The location should provide reasonable accessibility for:

- Compensation Fund officials;
- members of the public;
- service providers;
- stakeholders;
- visitors; and
- emergency services.

The bidder shall provide the full physical address and location details of the proposed property.

• 3.2 Office Accommodation

The proposed building should provide usable office accommodation capable of accommodating approximately 1 200 officials.

The accommodation may be provided as:

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- a single building;
- a building comprising multiple floors; or
- another commercially viable configuration that can reasonably accommodate the Fund's requirements.

The building should provide sufficient floor areas and configuration flexibility to enable the Fund to undertake its own tenant installation and space planning.

The Fund does not require the bidder to provide a completed internal office layout as a mandatory requirement.

The bidder shall provide:

- gross and/or rentable floor area;
- usable office area;
- floor-by-floor areas;
- common-area arrangements;
- floor loading information where relevant;
- floor plans;
- building plans where available; and
- details of existing internal improvements.

• 3.3 Cleaning, Hygiene and pest control service

In addition to the provision of suitable office accommodation, bidders are expected to provide cleaning, hygiene and pest-control services as part of the overall accommodation offering, either directly or through appropriately appointed service providers. Where such services are offered, the bidder must clearly indicate the scope of services, service arrangements and associated costs in its proposal and pricing schedule.

The Fund respects the contractual arrangements between the landlord and its appointed service providers and does not intend to interfere with the landlord's procurement or subcontracting arrangements. However, where cleaning, hygiene, pest-control or related services are provided to the Fund, the successful bidder must ensure that all relevant statutory, occupational health and safety, environmental, licensing, certification and permit requirements applicable to such services are complied with and that the necessary supporting documentation is made available to the Fund upon request.

This may include, where applicable, valid certificates, licences, permits, service records, disposal documentation and proof of lawful disposal of waste or other regulated materials. The purpose of this requirement is to enable the Fund to verify compliance, maintain appropriate occupational health and safety records, and mitigate potential operational, reputational and legal risks arising from services performed on Fund-occupied premises.

• 3.4 White-Box/Shell Condition

The preferred property condition is a white box/shell condition or substantially vacant commercial office condition that allows the Fund to undertake tenant installation.

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For purposes of this procurement, white-box/shell condition may include a building where the landlord provides the base building and core services while tenant-specific internal fit-out remains to be undertaken.

Depending on the property offered, this may include:

- structural elements;
- external walls and façade;
- common areas;
- building entrances;
- base electrical infrastructure;
- base mechanical/HVAC infrastructure;
- plumbing infrastructure;
- fire and life-safety infrastructure;
- lifts;
- basic lighting where part of the base-building installation;
- ceilings and floor finishes where applicable;
- ablution infrastructure; and
- other landlord/base-building installations.

The bidder shall clearly state the actual condition of the premises at the time of tender and identify all existing tenant improvements, finishes, installations and building services.

The bidder shall not be required to undertake tenant-specific fit-out unless expressly included in its proposal as an optional commercial offering or otherwise required under the final lease agreement.

• 3.5 Tenant Installation

The Fund anticipates that tenant installation may be required to configure the premises for its operational requirements.

Tenant installation may include:

- office partitions;
- cellular offices;
- open-plan work areas;
- boardrooms;
- meeting rooms;
- training facilities;
- reception areas;
- collaboration spaces;
- kitchenettes;
- workstation layouts;
- ICT infrastructure;
- structured cabling;
- telecommunications infrastructure;
- security integrations;
- signage;
- specialised storage;

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- furniture and equipment; and
- other workplace-specific installations.

The tenant installation will be undertaken in accordance with the Fund's approved requirements and applicable procurement, project management and SCM processes.

Where the bidder is willing and able to provide tenant installation works as part of its commercial proposal, such works must be clearly separated and priced separately from the base rental and other property-related costs.

The Fund shall not be obliged to accept or procure such additional works from the lessor unless specifically approved through the applicable procurement and contractual processes.

• 3.6 Parking

The proposed property should provide a minimum of approximately 450 secure parking bays, including suitable arrangements for:

- officials;
- visitors;
- persons with disabilities;
- loading and service vehicles where applicable.

The bidder must provide details of:

- number of available bays;
- location of parking;
- whether parking is dedicated or shared;
- parking charges;
- access arrangements;
- security arrangements; and
- any restrictions applicable to the use of parking.

• 3.7 Records and Storage Accommodation

The proposed property should provide approximately 1 400 m² of suitable records and storage accommodation.

The bidder shall provide information regarding:

- available storage areas;
- floor loading capacity;
- access arrangements;
- loading and off-loading facilities;
- security;
- environmental conditions;
- fire protection;
- access control; and
- location within the property.

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Where the existing building does not provide the full records/storage requirement, the bidder shall indicate whether suitable additional space can be made available.

• 3.8 Base-Building Infrastructure

The proposed property must have appropriate base-building infrastructure capable of supporting the Fund's intended occupation and tenant installation.

This includes, where applicable:

- electrical supply and distribution;
- water supply;
- sanitation;
- base-building HVAC systems;
- mechanical systems;
- lifts;
- fire detection and alarm systems;
- fire suppression systems;
- emergency lighting;
- evacuation infrastructure;
- building management systems;
- generator/backup power infrastructure, where available;
- telecommunications infrastructure;
- fibre connectivity options;
- server/technical areas where available; and
- other relevant building services.

The bidder shall clearly identify the infrastructure already available and any infrastructure that would require upgrading.

• 3.9 Electrical Supply and Backup Power

The bidder shall provide details of:

- available electrical capacity;
- incoming electrical supply;
- distribution capacity;
- generator capacity, where available;
- UPS infrastructure, where available;
- backup power coverage;
- fuel arrangements;
- maintenance arrangements; and
- limitations or exclusions relating to backup power.

Where backup power does not cover the entire building, the bidder must clearly indicate the areas and systems covered.

• 3.10 ICT and Telecommunications

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The building must be capable of supporting the Fund's ICT and telecommunications requirements.

The bidder shall provide information regarding:

- fibre connectivity;
- telecommunications providers available at the building;
- points of entry;
- existing telecommunications infrastructure;
- risers;
- server/technical rooms;
- equipment rooms;
- cable pathways;
- dedicated ICT spaces; and The Fund may undertake additional ICT installations as part of its tenant installation.

• 3.11 Security and Access Control

The building must provide an appropriate base level of security infrastructure.

The bidder shall provide details of:

- building access control;
- CCTV;
- visitor management;
- perimeter security;
- parking security;
- security control rooms;
- security personnel, where applicable;
- emergency response arrangements; and
- access-control infrastructure.

The Fund may implement additional security measures as part of its tenant installation or operational arrangements.

• 3.12 Fire, Life Safety and Occupational Health and Safety

The proposed property must comply with applicable statutory requirements relating to:

- fire safety;
- emergency evacuation;
- occupational health and safety;
- building safety;
- electrical safety;
- accessibility;
- municipal requirements; and
- other applicable statutory requirements.

The bidder must provide relevant certificates, approvals, inspection reports and other compliance documentation as required by the bid.

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The Fund's tenant installation shall be undertaken in accordance with applicable legislation and the requirements of the relevant authorities.

• 3.13 Accessibility

The proposed building must provide reasonable accessibility for persons with disabilities, including, where applicable:

- accessible entrances;
- ramps;
- lifts;
- accessible ablutions;
- accessible parking;
- appropriate circulation routes; and
- other accessibility infrastructure.

• 3.14 Common Areas and Building Facilities

The bidder shall identify all common areas and facilities available to tenants, including:

- building entrances;
- reception areas;
- common circulation areas;
- ablutions;
- lifts;
- parking;
- loading areas;
- service areas;
- refuse areas;
- common meeting facilities, if any; and
- other shared facilities.

• 3.15 Building Maintenance

The lessor shall remain responsible for maintenance of the building and base-building infrastructure falling within the lessor's responsibility under the lease.

The lease shall clearly define responsibility for:

- structural maintenance;
- electrical infrastructure;
- mechanical systems;
- HVAC;
- lifts;
- plumbing;
- fire systems;
- common areas;
- external areas;
- building façade;
- roof;

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- backup power infrastructure;
- security infrastructure; and
- other landlord-controlled systems.

The bidder must submit its proposed maintenance and facilities-management arrangements.

• 3.16 Utilities and Operating Costs

The bidder must clearly identify all costs associated with the proposed property, including:

- operating costs;
- municipal charges;
- electricity;
- water;
- security;
- cleaning, hygiene and pest control;
- maintenance;
- HVAC;
- waste management; and
- other recoverable costs.

Note 1: Where utilities are metered, the bidder must specify the applicable tariff and billing methodology.

Note 2: The Compensation Fund does not intend to incur any separate or additional charges in respect of municipal rates and taxes associated with the offered premises. Bidders must therefore ensure that any rates and taxes payable in respect of the property are borne by the property owner/landlord and are not separately recovered from or transferred to the Fund through the lease or pricing schedule. Any costs associated with rates and taxes that the bidder considers relevant to the proposed rental must be fully accommodated within the bidder's quoted rental and/or operating cost structure and must not result in a separate charge to the Fund.

4. DELIVERABLES

The successful bidder/lessor shall provide the following:

No.	Deliverable	Minimum Requirement
1	Commercial property	Suitable commercial office building meeting the mandatory requirements
2	Office accommodation	Office accommodation suitable for approximately 1 200 officials
3	Property information	Full address, floor areas, plans and building information
4	Parking	Approximately 450 secure parking bays
5	Records/storage	Approximately 1 400 m ² suitable records/storage accommodation
6	Base-building infrastructure	Functional electrical, water, sanitation, HVAC, lifts and other relevant systems

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No.	Deliverable	Minimum Requirement
7	Fire and life safety	Compliant fire and emergency systems
8	Security infrastructure	Access control, CCTV and other available security infrastructure
9	Statutory compliance	Relevant certificates, approvals and inspection reports
10	Accessibility	Accessible building infrastructure
11	ICT readiness	Fibre, telecommunications pathways and suitable technical areas
12	Backup power	Details of available backup power and coverage
13	Lease documentation	Draft/final lease documentation as required
14	Maintenance arrangements	Building and base-building maintenance arrangements
15	Handover information	Building information, access arrangements and relevant technical information
16	Tenant installation interface	Reasonable cooperation with the Fund's appointed tenant-installation contractors
17	Condition assessment	Joint pre-occupation condition assessment
18	Ongoing property management	Management of landlord responsibilities throughout the lease

• **4.1 Tenant Installation Deliverable**

Tenant installation is not the primary deliverable of this procurement.

The successful bidder shall, however, reasonably cooperate with the Fund and its appointed professionals/contractors to facilitate:

- access to the premises;
- site surveys;
- design development;
- technical investigations;
- installation works;
- ICT installations;
- security installations;
- testing and commissioning;
- approvals;
- inspections; and
- occupation.

Note: Any tenant installation undertaken by the lessor must be separately identified, scoped and priced.

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5. SKILLS AND EXPERTISE OF THE SERVICE PROVIDER

The bidder must demonstrate its ability and legal authority to make the proposed property available to the Compensation Fund.

The bidder must provide:

- property ownership documentation or legally enforceable authority to lease the property;
- full property address;
- description of the property;
- total building area;
- available lettable area;
- parking capacity;
- records/storage capacity;
- existing tenant improvements;
- building condition;
- building services;
- maintenance arrangements;
- relevant commercial property experience; and
- contactable references where required.

The bidder must demonstrate experience in the provision and/or management of commercial office accommodation of a similar scale.

6. DURATION OF THE PROJECT

The required lease period shall be twenty-four (24) months, subject to the conclusion of a valid contract and completion of all applicable procurement and approval processes.

The commencement date shall be determined in accordance with the final lease agreement.

The commencement of the lease shall consider the time required by the Fund to undertake its tenant installation and prepare the premises for occupation.

The lease shall clearly distinguish between:

1. the condition in which the lessor provides the premises;
2. landlord/base-building obligations;
3. tenant installation obligations;
4. responsibilities of the Fund; and
5. responsibilities of the lessor.

Any extension, variation or amendment to the lease shall be subject to the applicable contractual, financial, procurement and SCM requirements.

7. PRICING MODEL

The bidder shall submit a transparent commercial property pricing schedule.

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Pricing must distinguish between property/lease costs and any optional tenant installation or additional services.

The pricing schedule should include, as applicable:

Description	Cost/unit	Total cost
Base rental – office accommodation per m ² per month	R	R
Base rental – records/storage accommodation per m ² per month	R	R
Parking – cost per bay per month	R	R
Operating costs per m ² per month	R	R
Security costs, where separately recoverable	R	R
Cleaning costs, if offered	R	R
Maintenance costs, where separately recoverable	R	R
HVAC costs, where separately recoverable	R	R
Other recoverable property costs	R	R
Annual escalation	%	%
Total Year 1 lease cost	R	R
Total Year 2 lease cost	R	R
VAT	R	R
Total lease cost	R	R

Tenant Installation Allowance (TIA): The Fund expects the successful bidder to provide a Tenant Installation Allowance towards the adaptation and fit-out of the proposed accommodation to meet the Fund's operational requirements. The bidder shall indicate the monetary value of the Tenant Installation Allowance it is prepared to make available to the Fund, together with the basis upon which the allowance has been determined. **Tenant Installation Allowance offered by bidder: R_____ (VAT inclusive/exclusive).**

NOTE: Bidders must ensure that all costs relating to the operation, management, maintenance and occupation of the premises offered are fully and transparently disclosed in the pricing schedule. Where a cost is included in the Operating Costs per m² per month, it must not be duplicated or separately charged under any other line item. Where a cost is excluded from the Operating Costs and is separately recoverable, the bidder must clearly identify and quantify the cost under the applicable line item. This requirement applies irrespective of whether the service is performed directly by the landlord/property owner or through a subcontractor or third-party service provider. No cost may be recovered more than once under different cost headings. The bidder remains responsible for ensuring that the pricing schedule provides a complete and transparent representation of all costs payable by the Fund in respect of the accommodation.

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• 7.1 Tenant Installation

Where the bidder proposes to undertake tenant installation, this must be presented as a separate and clearly identifiable cost proposal.

The bidder shall indicate:

- scope of tenant installation;
- estimated cost;
- implementation period;
- proposed contribution by the lessor, if any;
- tenant installation allowance, if any;
- ownership of installed items;
- maintenance responsibility; and
- treatment of tenant installations at lease expiry.

Note: The Fund shall not regard a bidder's willingness to undertake tenant installation as a mandatory requirement unless expressly stated elsewhere in the final bid documentation.

8. BID SUBMISSION REQUIREMENTS

The bidder shall submit all documentation specified in the Invitation to Bid and applicable Standard Bidding Documents.

The technical proposal shall include, at a minimum:

- property description;
- property address;
- ownership/authority documentation;
- floor plans;
- gross and lettable areas;
- parking details;
- records/storage details;
- building condition;
- existing tenant improvements;
- building services information;
- statutory compliance documentation;
- security arrangements;
- ICT infrastructure;
- backup power information;
- maintenance arrangements;
- proposed lease terms; and
- pricing information in the prescribed format.

The bidder must clearly identify any deviation from the requirements.

The bidder must submit a bid response documentation pack, and it must be at the correct physical address and within the stipulated date and time as specified in the "Invitation to Bid" cover page, and the bidders are expected to submit the following:

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- (a) One original in two separate batches (1) Technical (2) Price proposal.
- (b) One exact copy of the original technical and price proposal.
- (c) No electronic version of above required documents will be accepted.
- (d) No loose pages or documents from any of the above proposals will be considered.

9. BID EVALUATION STAGES

9.1. The bid evaluation process consists of four (4) phases that are applicable according to the nature of the bid as defined in the table below.

Phase	Description	Applicable for this bid
Phase 1	Administrative Compliance Requirements	YES
Phase 2	Mandatory requirements	YES
Phase 3	Site Inspection	YES
Phase 4	Evaluation on Price and Preference or Specific goals	YES

N.B. The bidder must qualify for each phase to be eligible to proceed to the next stage of the evaluation.

PHASE 1: ADMINISTRATIVE COMPLIANCE REQUIREMENTS

If the Bidder failed to comply with any of the administrative compliance requirements, or if the Fund is unable to verify whether the administrative compliance requirements are met, then the Fund reserves the right to –

- 1) Reject the bid and not evaluate it, or
- 2) Accept the bid for evaluation, on condition that the Bidder must submit within seven (7) working days after notice, any supplementary information to achieve full compliance, provided that the supplementary information is administrative and not substantive in nature.

ADMINISTRATIVE REQUIREMENTS:

- a) The bidder must be registered on the Central Supplier Database (CSD) and provide their unique CSD registration number.
- b) Provide Valid Tax Compliance Status - Pin issued by South African Revenue Services (SARS)
- c) Provide Valid COIDA Letter of Good Standing
- d) Provide completed and Signed Standard Bidding Documents -

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- e) SBD 1 and 4 should be enclosed on the Technical Proposal envelope
- f) SBD 3.3 and 6 and the pricing model forms should be enclosed on the Pricing Proposal envelope
- g) SBD 6.1 form as a requirement in above paragraph (f) must be accompanied by proof or documentation required in terms of this bid to claim points for specific goals as specified in this bid.
- h) If the bidder is a Consortium / Joint Venture, it must submit Consortium / Joint Venture Agreement that is signed by all parties as acceptable proof of the existence. The Consortium / Joint Venture must clearly set out the roles and responsibilities of the Lead Partner and the Consortium / Joint Venture. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the Consortium / Joint Venture.
- i) Requirements stipulated above in paragraph (c) to (g) must be provided by all entities submitting bids as part of a consortium or joint venture.

Note: Failure to meet any of the above-mentioned administration compliance requirements within seven (7) working days after notice will lead to automatic disqualification of the bid proposal.

PHASE 2: MANDATORY REQUIREMENTS

Purpose: Technical Mandatory requirements are the absolute minimum requirements to fulfil the Business Objective.

INSTRUCTION AND EVALUATION CRITERIA

- (a) The bidder must comply with ALL the requirements by providing substantiating evidence in the form of documentation or information, Failure to provide information will be regarded as **“NOT COMPLY”**.

No.	Technical Mandatory Requirement	Substantiating Evidence of Compliance	Evidence Reference – Bidder (attached/not attached)
1	Legal Authority, Property Identity and Availability – The bidder must demonstrate that it has legal authority to offer the proposed premises for lease and that the premises will be available to the Fund within the required implementation period.	Title deed/ownership document or valid lease, mandate, power of attorney or other written authority from the owner; property address and building name; written confirmation of availability and proposed occupation date.	
2	Accommodation, Parking and Records/Storage Capacity – The proposed premises must	Detailed floor plans and area schedule indicating total and usable areas, floor-by-floor configuration	

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No.	Technical Requirement	Mandatory	Substantiating Evidence of Compliance	Evidence of Reference Bidder (attached/not attached)
	have sufficient accommodation to support approximately 1,200 officials, together with approximately 450 parking bays and approximately 1,400 m ² of suitable records/storage accommodation, subject to the Fund's final space planning and agreed configuration.		and existing functional areas. The Fund will verify the submitted information during the site inspection and assess the suitability and capacity of the proposed accommodation against the Fund's operational requirements. Floor plans; area schedule; parking schedule/layout; records/storage area indicated on plans; floor-loading information for designated records/storage areas where available; details of off-site parking/storage where applicable.	
3	Legal Occupation, Fire, Life Safety and Accessibility – The premises must be legally capable of occupation for commercial office use and have the required fire, life-safety and accessibility provisions applicable to the building.		Occupancy certificate where applicable; approved building plans/zoning or use-right information where available; valid fire compliance documentation/certificate where applicable; evacuation plan; details/plans showing accessible entrances, lifts/ramps, ablutions and parking.	
4	Structural Integrity and Building Condition – The premises must be suitable for the intended office use and must not have any known material structural, health, safety or building defects that would prevent lawful occupation or materially interfere with the Fund's occupation or tenant installation.		Existing structural/building condition report where available; disclosure of known material defects; floor-loading information; maintenance/inspection reports where available; photographs. Site inspection verification to apply.	
5	Building Services and Essential Infrastructure – The building must have functional infrastructure suitable for commercial office occupation, including electrical supply and distribution, water and sanitation, lifts/vertical transportation and backup-		Electrical Certificate of Compliance where applicable; electrical capacity information; lift schedule and maintenance/inspection documentation where available; generator/UPS specifications where available; building services information. Site inspection verification to apply.	

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No.	Technical Requirement	Mandatory	Substantiating Evidence of Compliance	Evidence of Reference – Bidder (attached/not attached)
	power arrangements or the capacity to accommodate an appropriate backup-power solution.			
6	Security and Access Control – The premises must have building security infrastructure appropriate for secure office occupation, including access control, CCTV and visitor/security management arrangements, as applicable to the property.		Description/specification of existing access control, CCTV and visitor-management systems; security layout/site information; photographs. Site inspection verification to apply.	
7	ICT and Telecommunications Infrastructure – The building must have infrastructure capable of supporting the installation of the Fund's ICT and telecommunications requirements.		Confirmation of fibre availability/service providers; details of telecommunications entry points, risers, cable pathways and available server/technical areas. Site inspection verification to apply.	
8	Tenant Installation and Fit-Out Capability – The premises must be capable of accommodating the tenant installation and fit-out required to meet the Fund's operational requirements, subject to the agreed scope and landlord/building requirements.		Floor plans; existing fit-out information; building services information; photographs; details of landlord requirements/restrictions; confirmation of access for tenant-installation contractors. Site inspection verification to apply.	
9	Property Information and Site Verification – The bidder must provide sufficient property information to enable the Fund to conduct its evaluation and site inspection. The information submitted must correspond with the premises made available for inspection.		Completed Property Information Schedule; floor plans; photographs; property specifications; building information; parking and accommodation schedules. Information to be verified during site inspection.	

Note: Cleaning, hygiene and pest-control services are not included as mandatory qualification criteria because the Fund will not contract or appoint the cleaning service provider directly. It would therefore not be appropriate for the Fund to prescribe qualification requirements for a service provider that will not be directly appointed or managed by the Fund.

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- The bidder must comply with **ALL the MANDATORY REQUIREMENTS** for the bid to proceed to the next stage of the evaluation.
- All photocopies of documents must be certified and dated and must not be older than six (6) months at the closing date of the bid.

Phase 3: SITE VISIT INSPECTION PHASE

A physical inspection shall be conducted on qualifying properties.

The purpose of the site inspection shall be to verify information submitted in the bid and assess the actual condition and suitability of the proposed premises.

9.5 SITE INSPECTION CHECKLIST

- Score Description Guidance

0 Unacceptable/not demonstrated; requirement is absent, unsuitable or cannot be verified

1 Very Poor Major deficiencies; significant adaptation or remediation required.

2 Poor Significant deficiencies, but potentially addressable.

3 Acceptable Requirement is adequately met with manageable adaptations.

4 Good Requirement is well met with limited adaptation required.

5 Excellent Requirement is fully met and provides clear operational/implementation advantages.

No.	Evaluation Area	Matters to be Verified	Rating	Weight
1	Location, Access & Property Identification	Location and accessibility; road and pedestrian access; public transport; surrounding environment; correct property address, building identity and premises offered.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	5%
2	Accommodation, Capacity & Configuration	Extent and configuration of proposed accommodation; floor-by-floor layout; usable areas; floor plates; circulation; floor-to-ceiling heights; columns/cores; flexibility; suitability to accommodate	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	15%

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No.	Evaluation Area	Matters to be Verified	Rating	Weight
		approximately 1,200 officials following tenant installation.		
3	Building Condition & Structural Suitability	General condition of structure, floors, walls, ceilings, windows, roof and façade; structural condition; floor-loading capacity; suitability for office, records and storage use; material defects and risks.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	15%
4	Building Services & Infrastructure	Electrical supply and capacity; backup power; HVAC/mechanical services; water and sanitation; lifts; common areas; building management and maintenance arrangements.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	15%
5	Fire, Life Safety, OHS & Accessibility	Fire detection/suppression; emergency lighting; evacuation routes; emergency arrangements; workplace safety; accessible entrances, lifts, ablutions, circulation and parking.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	15%
6	Parking, Security & Access Control	Availability and suitability of parking; secure and visitor parking; accessible parking; access control; CCTV; visitor management; security control room; perimeter and parking security.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	10%
7	Records, Storage & ICT Infrastructure	Suitability and availability of records/storage space, including approximately 1,400 m ² requirement; floor loading; environmental conditions; security; loading/off-loading; fibre; telecoms; risers; cable pathways; server/technical rooms.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	10%

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No.	Evaluation Area	Matters to be Verified	Rating	Weight
8	Move-in Readiness & Landlord Cooperation	Extent to which premises are already fitted out; readiness for occupation; landlord's capacity and willingness to facilitate tenant installation; coordination arrangements and access for contractors. Move-in readiness should be treated as an advantage rather than a mandatory requirement.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	5%
9	Statutory Compliance & Material Risks	Availability of relevant occupancy, fire, electrical, building and other statutory documentation; identification of legal, technical, safety, operational or other material risks that could affect occupation or the lease.	0 = Unacceptable 1 = Very Poor 2 = Poor 3 = Acceptable 4 = Good 5 = Excellent	10%
	TOTAL			100%

Minimum qualifying threshold: 60 out of 100 points (60%).

A bidder that scores 60% or more would qualify for further consideration, provided that all mandatory requirements have been satisfied.

Note: Cleaning, hygiene and pest-control services are not included as Site visit verifiable item because the Fund will not contract or appoint the cleaning service provider directly. It would therefore not be appropriate for the Fund to prescribe qualification requirements for a service provider that will not be directly appointed or managed by the Fund.

PHASE 4: PREFERENCE POINT SYSTEM (PRICE AND SPECIFIC GOALS)

Only Bidders that have successfully met all requirements set out in phase 3 (site visits) will be evaluated in Phase Four (4) for Price and Specific Goas as follows:

In terms of Regulation 5 of the Preferential Procurement Regulations (2022), the following formula must be used to calculate the points out 90 for price in respect of a bid with a Rand value above R50 million, including all applicable taxes:

i. Stage 1 – Price Evaluation (90 Points)

The following formula will be used to calculate the points for price:

Where –

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Criteria	Points
Price Evaluation $Ps = 90 \left(1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right)$	90

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender

ii. **Stage 2 – Specific Goals or Preference Evaluation (10 Points)**

Specific Goals or Preference Points Allocation					
Specific goals	Points out of 10 (90/10)	Required Proof (as declared in SBD 6.1)	Ownership %	Points Claimed	Proof attached (Y/N)
Promotion of Women owned enterprises	4	(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Certified copy of identity document such as SA ID book (c) Latest Central Supplier Database (CSD) report with women as owners/shareholders of the company.			
Promotion of enterprises owned by people with disability	1	(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Signed letter from a duly authorized			

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			medical practitioner (c) Latest Central Supplier Database (CSD) report with people with disability as owners/shareholders of the company			
Promotion of enterprises owned by youth	3		(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Certified copy of identity document such as SA ID book (c) Latest Central Supplier Database (CSD) report with youth as owners/shareholders of the company			
Promotion of local enterprises	2	Within Gauteng Province = 2 points Outside Gauteng Province = 0 points	(a) Certified copy of the founding documentation of the company with which the ownership is listed (b) Proof of residence under the name of the tenderer (c) Latest Central Supplier Database (CSD) report with supplier address			
Maximum points	10					

- Preference Points for women, people with living disability and youth ownership shall be measured by calculating the pro - rata percentage of ownership of the bidder for each specific goal mentioned in this paragraph.

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- Preference Points for promotion of local enterprises shall be wholly apportioned to bidders that are based or situated in the geographical area specified in the above diagram.
- The points scored for the specific goals must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.
- Subject to section 2(1)(f) of the Preferential Procurement Policy Framework Act (PPPFA), the bid must be awarded to the bidder scoring the highest points.
- Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.
- The Fund reserves the right to request a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to specific goals, in any manner required by the Fund.

10. RULES OF BIDDING / SPECIAL CONDITIONS CONTRACT

- a) The bid validity period is 120 calendar days starting from the closing date of the bid advertisement and any bidder not responding to extension of validity will be disqualified.
- b) The Fund will enter into a single contract with a single company for the delivery of the work set out in these terms of reference. It will be expected that the contracted company possess necessary expertise to render services set out in these terms of reference.
- c) Documents of subcontractors will not be considered for evaluation purposes if no agreement between the parties is not concluded and attached.
- d) The service provider will be required to sign a non-disclosure agreement with the Fund.
- e) The information of the Fund must be treated with confidentiality.
- f) Compliance pin issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
- g) Foreign company providing proposals must become familiar with local conditions and laws, and take them into account in preparing their proposals.
- h) Bids must be submitted in South African Rands, on a fixed price basis.
- i) The cost of preparing bids and of negotiating the contract will not be reimbursed.
- j) The Fund is not bound to accept any of the bids submitted.
- k) The Fund reserves the right to withdraw or amend these terms of reference by notice in writing to all parties who have received the terms of reference.
- l) The Fund reserves the right to call interviews with short-listed bidders before final selection.
- m) The Fund reserves the right to negotiate price with the preferred bidder.
- n) The bidder may ask for clarification on these terms of reference up to close of seven (7) business days before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email. SCM.enquiries@labour.gov.za
- o) The Fund reserves the right to return late bid submissions unopened.
- p) The Fund reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format may invalidate your bid.
- q) A company may not contact the Fund or any member of the bid committees on any matter pertaining to their bid from the time when bids are submitted to the time the

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contract is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any matter, may result in rejection of the bid concerned.

- r) The deadline for submission of bids is 11h00 on the bid closing date.
- s) The required service must commence one week after the official purchase order has been placed and contract signed.
- t) Incomplete tenders, late tenders and tenders received through any other method will not be accepted.
- u) The personnel of the civil company shall adhere to the security regulations of the Fund. This entails issues like locking all valuables and computer equipment, removal of any computer equipment from the Department's premises.
- v) A two-envelope system MUST be used, with one envelope containing only the price proposal and the other envelope containing the technical proposal, and all other tender documents.
- w) The Compensation Fund will conduct pre-screening / vetting process of bidders before appointment of the successful bidder.
- x) Bids must be hand-delivered to:
ABSA Towers building
Ground floor
230 Lilian Ngoyi street
Pretoria
0001
- y) **Bids must be clearly marked:**
 - (a) Bid Number:
 - (b) Bid Description:
 - (c) Name of the institution: Department of Employment and Labour (Compensation Fund)
 - (d) Attention: Tenders and Contracts

11. BRIEFING SESSION

Non - Compulsory briefing session will be held virtually on MS Teams as follows:

Link:

Date: 06 October 2026 at 10:00 am

12. ENQUIRIES

All bid related enquiries must be sent in writing and emailed to the following email address:

SCM.Enquiries@LABOUR.gov.za

13. CLOSING DATE

THE CLOSING DATE OF THE BID IS ON 21/10/2026 AT 11H00

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• **ANNEXURE A: PROPERTY INFORMATION SCHEDULE**

Each bidder shall complete the property information schedule below:

Property Information	Bidder Response
Property name	
Physical address	
Property owner	
Legal authority to lease	
Total building area	
Total lettable area	
Available area to Fund	
Number of floors	
Typical floor plate	
Parking bays	
Records/storage area	
Electrical capacity	
Generator capacity	
UPS capacity	
HVAC system	
Number of lifts	
Fire systems	
CCTV	
Access control	
Fibre providers	
Server/technical areas	
Current condition	
Existing tenant improvements	
White-box/shell condition	Yes/No
Estimated tenant installation required	
Proposed rental/m ²	
Operating cost/m ²	
Parking cost	
Storage cost	
Escalation	
Lease period	
Other costs	

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• **ANNEXURE B: PROPERTY CONDITION DISCLOSURE**

The bidder must clearly indicate which of the following are already available in the proposed property and which would require installation or modification:

Item	Existing	Requires Upgrade	Tenant Installation	Not Available
Office partitions				
Open-plan workspace				
Cellular offices				
Boardrooms				
Meeting rooms				
Training rooms				
Reception				
Kitchenettes				
Workstations				
ICT cabling				
Fibre				
Security infrastructure				
Access control				
CCTV				
Generator				
UPS				
HVAC				
Fire systems				
Records storage				
Parking				

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• ANNEXURE C: PRINCIPLE OF THE PROCUREMENT

The Compensation Fund intends to procure interim office accommodation through a commercial property leasing model.

The preferred procurement approach is therefore to identify a suitable commercial property that provides the required base building, location, capacity, infrastructure and statutory compliance, with the Fund undertaking the necessary tenant installation and workplace fit out to meet its specific operational requirements.

The property may be offered in a white-box, shell or substantially vacant condition.

The Fund will not require all proposed premises to be delivered as fully fitted or move-in-ready offices.

A property that is already fitted out and requires minimal tenant installation may be advantageous from an implementation perspective; however, this shall be treated as an advantageous feature and not as the fundamental basis of the procurement, provided that the property satisfies all applicable mandatory requirements.

The Fund's assessment will therefore focus primarily on the suitability of the underlying commercial property and the ability of the premises to accommodate the Fund's operational requirements through an appropriate tenant installation process.

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• **ANNEXURE D: LANDLORD / TENANT RESPONSIBILITY MATRIX**

Item	Lessor/Landlord	Compensation Fund/Tenant
Building structure	✓	
Roof/façade	✓	
Base electrical infrastructure	✓	
Base HVAC infrastructure	✓	
Water and sanitation infrastructure	✓	
Lifts	✓	
Fire systems	✓	
Common areas	✓	
Building security infrastructure	✓	
Parking infrastructure	✓	
Statutory building compliance	✓	
Office partitions	As agreed	✓
Workstations		✓
Tenant-specific boardrooms		✓
Tenant-specific meeting rooms		✓
ICT equipment		✓
Tenant ICT cabling		✓
Tenant-specific security systems	As agreed	✓
Furniture		✓
Tenant signage	As agreed	✓
Specialised records storage	As agreed	✓
Tenant-specific finishes	As agreed	✓
Workplace fit-out	As agreed	✓
Building maintenance	✓	
Tenant equipment maintenance		✓

Note: The final responsibility matrix shall be incorporated into the lease agreement and may be amended to reflect the specific characteristics of the property ultimately selected.

**PRICING SCHEDULE
(Professional Services)**

NAME OF BIDDER:	BID NO: TCF 02: 2026/27
CLOSING TIME: 11:00 am	CLOSING DATE: 21 October 2026

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

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

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

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

-----	R-----	-----
----days		
-----	R-----	-----
----days		
-----	R-----	-----
----days		
-----	R-----	-----
----days		

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

TOTAL:

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT

TOTAL:

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6. Period required for commencement with project after acceptance of bid.....

7. Estimated man-days for completion of project
.....

8. Are the rates quoted firm for the full period of contract?
*YES/NO

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

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**APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE INTERIM OFFICE ACCOMODATION FOR COMPENSATION FUND FOR
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***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

SCM.enquiries@labour.gov.za

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:

.....
.....

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.

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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.

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.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) 90/10 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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- 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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Promotion of Women owned enterprises	4			
Promotion of enterprises owned by people with disability	1			
Promotion of enterprises owned by youth	3			
Promotion of local enterprises	2			
Total	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

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- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- ☐ **The General Conditions of Contract will form part of all bid documents and may not be amended.**
- ☐ **Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.**

TABLE OF CLAUSES

- 1. Definitions**
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- 31. Notices**
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- 34. Prohibition of restrictive practices**

General Conditions of Contract

- 1. Definitions** 1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.

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

2. Application.

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X 85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights.

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

7. Performance security

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

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

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

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

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

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or organization acting on behalf of the Department.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or 8 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

14. Spare parts

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

(a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 10 such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) If the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination

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will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

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