



**SBD1
PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PUBLIC PROTECTOR SOUTH AFRICA					
BID NUMBER:	PPSA 012/2020	CLOSING DATE:	22 JANUARY 2021	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF THE SERVICE PROVIDER/S TO PROVIDE OFFICE ACCOMMODATION - PPSA OFFICES IN DURBAN AND ULUNDI FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
PUBLIC PROTECTOR SOUTH AFRICA, 175 LUNNON STREET, HILLCREST OFFICE PARK, HILLCREST, PRETORIA, 0083					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Nkele Nemusimbori		CONTACT PERSON	Busisiwe Biyela	
TELEPHONE NUMBER	(012) 366 7014		TELEPHONE NUMBER	(012) 366 7032	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Nkelen@pprotect.org		E-MAIL ADDRESS	busisiweb@pprotect.org	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
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 FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



SBD 3.1

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

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:

- At:

.....

- Brand and model

- Country of origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/not firm

- Delivery basis

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



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

*Delete if not applicable





SBD 4 DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudging authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :



Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1. If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.
.....
.....
.....



2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Reference Number	Tax Number	State Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

May 2011



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;



4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME	QSE
Black people	√	√
Black people who are women		



Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any



other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>



DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution’s supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury’s website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW



CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9



6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.



SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2



TERMS OF REFERENCE

**APPOINTMENT OF THE SERVICE PROVIDER/S TO PROVIDE OFFICE ACCOMMODATION -
PPSA OFFICES IN DURBAN AND ULUNDI FOR A PERIOD OF THREE (3) YEARS**

BID NUMBER: PPSA 012/2020

**COMPULSORY BRIEFING SESSION DATE: 09 DECEMBER 2020 AT 10H00
22ND FLOOR
SUITE 2114,
COMMERCIAL CITY BUILDING
DURBAN**

CLOSING DATE AND TIME OF BID: 22 JANUARY 2021 AT 11:00 AM

BID VALIDITY PERIOD: 120 DAYS



ABBREVIATIONS

B-BBEE – Broad Based Black Economic Empowerment

CSD – Central Supplier Database

DTI – Department of Trade and Industry

FICA – Financial Intelligence Centre Act

NPA – National Prosecuting Authority

PIN – Personal Identification Number

PPPFA – Preferential procurement Policy Framework Act

PPSA – Public Protector South Africa

RFP – Request For Proposal

SARS – South African Revenue Services

SBD – Standard Bidding Document

SLA – Service Level Agreement

SMME – Small Medium and Micro Enterprise

TCS – Tax Compliance Status

TOR – Terms of reference



BACKGROUND OF THE PUBLIC PROTECTOR SOUTH AFRICA (PPSA)

1. Public Protector South Africa (PPSA) is a Chapter 9 institution constituted under Section 182 of the Constitution of the Republic of South Africa, in which the PPSA has the power to:
 - 1.1.1 Investigate any conduct in state affairs or in the public administration in any sphere of government that is alleged or suspected to be improper or that will result in impropriety or prejudice;
 - 1.1.2 Report on that conduct; and
 - 1.1.3 Take appropriate remedial action.
- 1.2 PPSA is independent and subject only to the Constitution and the law, always impartial and must exercise its powers and perform its functions without fear, favour or prejudice. PPSA is accountable to the National Assembly and must report on its activities and performance to the National Assembly at least once a year. PPSA has the power as regulated by the national legislation to investigate any conduct in state affairs, or in the public administration in any sphere of government that is alleged or suspected to be improper or to result in any impropriety or prejudice.
- 1.3 The PPSA has national footprint which is Head Office, nine (09) Provincial Offices and eight (08) Regional Offices with the corporate organogram consists of the following departments,
 - a) Executive Authority
 - b) Investigations branches
 - c) Stakeholder Management and
 - d) Corporate services
- 1.4 Majority of PPSA offices are leased through the Department of Public Works.
- 1.5 The Durban office is leased through Department of Public Works and the lease agreement is currently on month to month.
- 1.6 PPSA is currently have an office in Pietermaritzburg which will be close and new offices established in Ulundi.
- 1.7 The PPSA therefore required a service provider/s to provide suitable office accommodation for the **two (2)** offices.

2 SCOPE OF WORK

The office accommodation needs for PPSA are summarized as per the table below:

Table 1



REQUIREMENTS	OFFICE LOCATION	NUMBER/SIZE	NO OF EMPLOYEES
Total space needed (rentable/usable area, refer to table 6), excluding parking	Durban	405 m ²	20
	Ulundi	175 m ²	2
Office/open plan space		Refer to Table 6.2 & 6.3	
Office space		Refer to Table 6.2 & 6.3	
Parking: Basement, covered, including disabled parking & visitors		Refer to Table 6.2 & 6.3	
Kitchen / Tea room (cold and hot water)		Refer to Table 6.2 & 6.3	
Boardrooms		Refer to Table 6.2 & 6.3	
Consultation room		Refer to Table 6.2 & 6.3	
Document Storage/Archive facility, with counter for receiving and dispatching; incorporating copy/scanning machine room/area, bulk shredding room/area			
Store room		Refer to Table 6.2 & 6.3	
Reception		Refer to Table 6.2 & 6.3	
Reception waiting area		Refer to Table 6.2 & 6.3	
IT Server room		Refer to Table 6.2 & 6.3	
Dedicated strong room		Refer to Table 6.2 & 6.3	
Toilet/bathrooms (Separate for men and women - Cold and Hot water) Toilet (Disabled)		Refer to Table 6.2 & 6.3	
Backup water tank capacity of 5,000 Liters		To supply kitchens & toilets in case of water disruption	
Backup Generator	Adequate generator backup in case of load-shading or power failure	Backup Generator	
SECURITY			
Bugler windows			
Bugler doors			

3 The bid will be evaluated in three (3) phases as outlined below:

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

- 3.1.1 Signed SBD 1: Invitation to Bid
- 3.1.2 Signed SBD 3.1: Pricing schedule – firm prices (Purchases)
- 3.1.3 Signed SBD 4: Declaration of interest
- 3.1.4 Signed SBD 8: Declaration of bidder's past supply chain management practices
- 3.1.5 Signed SBD 9: Certificate of independent bid determination
- 3.1.6 Signed SBD 6.1: Preference Points claim form in terms of the Preferential Procurement Regulations 2017
- 3.1.7 Original or certified **valid** BBBEE certificate

4. Phase 2 evaluation: Below is mandatory required documents which must be submitted with the bid document and only bidders that have submitted all the documents will be evaluated for pricing and BBBEE. Non submission of all mandatory documents may disqualify the bidder.

4.1.1 The bidder must be registered on Central Supplier Database (CSD): The bidder must ensure that their company is registered on CSD (attach the CSD report with the bid document or provide bidder CSD registration number).

4.1.2. Bidders must submit compulsory briefing certificate.

Table 4.2

<p>DESCRIPTIONS</p>	<p>MANDATORY REQUIREMENTS <i>(Bidders must provide substantiation in all instances where there is indication of non-compliance)</i></p>		<p>COMPULSORY SITE VISIT EVALUATION <i>(Bidders must provide substantiation in all instances where there is indication of non-compliance)</i></p>	
<p>Mandatory Requirements <i>(Numbering as per Technical Mandatory Requirements in first part of document)</i></p>	<p>Comply/</p>	<p>Do not Comply</p>	<p>Comply/</p>	<p>Do not Comply</p>
<p>a) Lease Period</p>				
<p>i. The premises must be offered to the PPSA for a minimum lease period of three (3) years.</p> <p>Bidders must submit a confirmation letter in the company's letterhead. Letter must be signed by delegated authority as per company's resolution</p>				
<p>ii. Expected date of occupation</p> <p>Full and beneficial occupation of the premises must be offered to the PPSA on 01st November 2021.</p> <p>Bidders must submit a commitment letter in the company's letterhead. Letter must be signed by delegated authority as per company's resolution</p>				

<p>b) Locality</p>				
<p>i. The premises must be within a Corporate/business environment with easy accessibility to public transport in all three identified areas Durban and Ulundi.</p> <p>Bidders must submit a confirmation letter in the company's letterhead indicating physical address and location. Letter must be signed by delegated authority as per company's resolution.</p>				
<p>i. The premises must be within a safe and secure corporate environment, as deemed acceptable by PPSA in its sole and absolute discretion, which inter alia means that the property and the buildings (including the office offered to PPSA) comprising the bidder's proposal and that of neighboring properties must have an upmarket and corporate look, image and feel. Proposal for offices within industrial areas or operating from residential areas or houses etc. will not be considered.</p> <p>Bidders must submit area zoning approval from Municipality</p>				

<p>c) Usable Office Space</p>				
<p>The premises must have or offer usable office space as per the above square meters</p> <p>Bidders must submit building floor plan approved by municipality</p>				

<p>d) Parking Requirements</p>				
<p>The premises must have or offer a covered parking bays/basement parking bays for officials and open parking bays for visitors which are situated in a secure on-site area.</p> <p>Bidders must submit building floor plan approved by municipality</p>				
<p>e) Accessibility</p>				
<p>The premises and offices, including toilet facilities, offered to PPSA must be easily accessible by disabled persons, including those in wheelchairs.</p> <p>Bidders must submit building floor plan approved by municipality</p>				
<p>f) Fire Protection and Risk Management</p>				
<p>The property, the building and the premises (including the interior of the office space) must comply with all legislative and site related issues like zoning rights (e.g. office rights), servitudes, national/provincial and local authority requirements, environmental, heritage, fire protection requirements, Occupational Health and Safety Standards (including the provisioning of the necessary signage, evacuation plans and routes etc.), electrical compliance and other related statutory requirements must be cleared.</p> <p>Bidder to submit proof of all compliance or clearance certificates along with the bidder's</p>				

proposal/bid.				
Information and Communication Technology				
i. The bidder must demonstrate the ability to provide sufficient infrastructure as per applicable requirements below.				
ii. The premises must provide for a secure, fireproof room measuring a total usable space of fifteen (15m²) with a minimum load bearing capacity of five hundred and fifty kilograms per square meter (550 kg/m²) to be used as a server room, or the server room should be located on the ground floor as per to PPSA's requirements. Should such a room not exist, the bidder commits to construct such a facility at the bidders cost and within a reasonably agreeable time.				
iii. The bidder must supply, fit, install, commission, maintain and regularly service at least one (1) specialised high capacity air-conditioning unit of approximately 24 000 BTU to serve the ICT server/data room at the bidder's costs.				

g) Security Requirements				
i. The premises/bidders must provide PPSA with a single stand-alone building or multitenant office space, if more than one tenant) which are separated to ensure an acceptably secure working environment.				
ii. The bidder must ensure that the office space leased / offered to PPSA is not shared with other tenants.				
iii. Access to the site offered to PPSA must be secured with a perimeter wall / fence no less than 1,8 m high and access controlled with security services.				
iv The bidder must permit the implementation of any security measures as required by PPSA, i.e. CCTV cameras, alarm systems, access control systems Bidders must submit a confirmation letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution				

<p>h) Municipal Rates & Services</p>				
<p>i. The bidder must quote the PPSA an all-inclusive cost-to-company rental for the full duration of the contract; inclusive of everything except water and electricity (this must be supported by separate meters that will be used to determine the monthly costs) used by PPSA on the premises.</p> <p>Bidders must submit a commitment letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>ii. Rates, Taxes, Levies, Sanitation, Refuse removal and/or any other levies or charges (Excluding, water and electricity consumption in the leased premises) on the property, the building or the premises.</p>				
<p>iii. Property, building and third party liability insurance on the property, the buildings and the premises, including SASRIA insurance</p> <p>Bidders must attach letter of consent from insurance company</p>				

<p>i) Branding and signage</p>				
<p>i. The landlord shall provide adequate signage space, to the reasonable satisfaction, design and guidelines of PPSA, to the external property, the building and the premises offered to PPSA to show the location of PPSA's office.</p> <p>ii. (PPSA will provide artwork for branding)</p>				
<p>iii. Providing signage pertaining to interior floor lay-out plans and emergency (including fire) evacuation plans and routes to the interior property, the building and the premises offered to PPSA, sufficient to meet industry standards and all applicable laws, including the general upkeep, maintenance and repair of all such signage.</p> <p>Bidders must submit a commitment letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>j) Building and Premises Maintenance</p>				
<p>i. The property, buildings, premises and the office (both its exterior and its interior) offered to PPSA shall be fully serviced and maintained by the bidder, at the bidder' sole expense, against PPSA paying an all-inclusive cost-to- company gross rental. Without limiting the generality of the aforementioned, PPSA require the Premises/bidder to supply, fit, commission,</p>				

replace, repair, maintain and regularly service the following, at the Premises/bidder's sole expense:				
ii. If applicable, remotes and other means of remote access control to the property or the buildings, including providing at least one (1) such remote control for each one (1) of the parking bays leased by PPSA;				
iii. Fire detection (e.g. smoke detectors and alarms etc.) and firefighting equipment, including fire extinguishers, and the regular servicing thereof and the fitment of fire-push bar emergency unlocking mechanisms to emergency exit doors etc.;				
iv. The maintenance of any escalators or lifts and the regular servicing thereof;				
v. Air-conditioning (central or individual units) to all offices, storage spaces, patch rooms and the regular servicing thereof;				
vi. General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers,				

ablution facilities, toilets, urinals, sewerage system and pipes, refuse				
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<p>bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates.</p> <p>Bidders must submit Maintenance plan/schedule in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>vii. General and weekly upkeep and maintenance of any court yards, gardens, grounds, trees, plants and lawns;</p> <ul style="list-style-type: none"> ▪ The landlord should certify that the building is Pest free on occupation date. <i>(Pest control should have been done before occupation date)</i> 				

<p>viii. The landlord should certify that the building is Pest free on occupation date. <i>(Pest control should have been done before occupation date)</i> Pest control including the control of rodents, ants, cockroaches, flies, mosquitoes, moths, snakes, lice and/or any other common pest on the property, in General upkeep, maintenance and regular servicing of the structure of the office both external and internal (including fences, gates, walkways, driveways, parking bays and</p>				
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<p>areas, covers to covered parking bays, roof, walls, floors, basements, waterworks including basins, taps, pipes and drains, boilers, geysers, ablution facilities, toilets, urinals, sewerage system and pipes, refuse bins, refuse compacting and refuse removal, electrical infrastructure including electrical fittings, switches, lights, plugs and wiring, interior infrastructure including doors, partitioning walls, ceilings, floor covering (e.g. tiles and carpets) including for normal wear and tear, shop fronts, windows, window blinds, paint on external and internal walls, roaming remote control reception devices used to open automated gates</p> <p>Bidders must submit a commitment letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>ix. PPSA's usage as recorded on a monthly basis by means of the separate meters fitted for electrical or water usage by PPSA on the premises, for which usage the PPSA will pay.</p> <p>Bidders must submit a confirmation letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>x. Tenant Installation, fit-out and allowance</p>				

<p>The Premises/bidder must offer, at the Premises' expense, to customize the premises by means of tenant installation to fit PPSA's corporate image and to suit PPSA's operational functions (including change in drywalls and moving of air-</p>				
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<p>conditioning units etc.), according to the specifications of PPSA, will receive preference. In this regard, PPSA expects the Landlord to do the PPSA's tenant installation, fit-out and alterations to the requirements of the PPSA or offer a reasonable tenant installation allowance to PPSA.</p> <p>Bidders must submit a commitment letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>N. Business Continuity</p>				
<p>i) The bidder should provide adequate back-up Generator in case of Power failure and ii) Clean Water tank with a minimum capacity of 5,000 Liters in case of water shortage.</p> <p>Bidders must submit a commitment letter in the company's letterhead, letter must be signed by delegated authority as per company's resolution</p>				
<p>NB: ALL THE ABOVE MANDATORY REQUIREMENTS WILL BE SUBJECTED TO DUE DILIGENCE/SITE INSPECTION. ANY BIDDERS WHO WILL NOT COMPLY WITH ABOVE MANDATORY REQUIREMENTS MAY BE DISQUALIFIED FROM THE BIDDING PROCESS</p>				



Table 6.2

This m² and other requirements as indicated below are approximate sizes, if the office space that will be offered are different in layout and size, it must be indicated as such on the proposal.

6.2.1 ULUNDI OFFICE

ITEM NO.	SCOPE REQUIREMENTS	NUMBER/SQUARE METRE SIZE	M ²
1	Reception and waiting area	20m ²	20
2	Regional Representative x 1	12 m ²	12
3	Investigator X 2	8m ² each (x 2)	16
4	Admin Assistant x 1	8 m ²	8
5	Boardroom	20 m ²	20
6	Consultation rooms	10m ² X 1	10
7	Registry/Archive facility, with counter for receiving and dispatching, incorporating copy/scanning machine room/area, bulk shredding room/area	30 m ²	30
8	Strong room	Secure, fireproof room measuring a total usable space of twenty four square meters with a minimum load bearing capacity of seven hundred and fifty kilograms per square meter to use as a server room	15
9	Stationery/Utilities/Consumables store	10 m ²	10

10	Kitchen/ Tea room (Cold and Hot water)	1 per occupied floor: ±16m ²	8
11	Toilets (Cold and Hot water)	One (1) female toilets including two (2) washbasins	8
		One (1) male toilets including two (2) urinals and washbasins	8
		Toilet (Disabled) including one (1) washbasin	10
12	Standby power facilities (i.e. generator)	Generator with a loading capacity suitable for the proposed accommodation	
13	Backup clean water tank	To supply kitchens & toilets in case of water disruptions The water tank must have a minimum capacity of 5,000 Liters	
TOTAL			175
	Covered parking bays	Parking bays must be at the basement or under covered shade	3
	Visitors parking	2	2

Table 6.3

This m² and other requirements as indicated below are approximate sizes, if the office space that will be offered are different in layout and size, it must be indicated as such on the proposal.

6.3.1 DURBAN OFFICE

ITEM NO.	SCOPE REQUIREMENTS	NUMBER/SQUARE METRE SIZE	M ²
1	Reception and waiting area	30 m ²	30
2	Provincial Representative x 1	18 m ²	18
3	Senior Investigator X 3	15m ² each (x 3)	45
4	Investigator X 6	12m ² each (x 6)	72
5	Assistant Investigator	8 m ²	8
6	Outreach Officer X 2	12m ² each (x 2)	24
7	Senior Admin Officer	10m ²	10
8	Admin Assistant X 1	8m ²	8
9	Messenger Driver	8m ²	8
10	Secretary	10m ²	10
11	Boardroom	20m ²	20
12	Consultation rooms	10m ² X 2	20
13	Registry/Archive facility, with counter for receiving and dispatching, incorporating copy/scanning machine room/area, bulk shredding room/area	40 m ²	40

14	Dedicated storage	20m ²	20
15	Stationery/Utilities/Consumables store	10m ²	10
16	Kitchen/ Tea room (Cold and Hot water)	1 per occupied floor: ±8m ²	8
17	Toilets (Cold and Hot water)	One (1) female toilets including two (2) washbasins @ ±8m ² each (x2)	16
		One (1) male toilets including two (2) urinals and washbasins ±8m ² each (x2)	16
		Toilet (Disabled) including one (1) washbasin	10
18	IT Server room	Secure, fireproof room measuring a total usable space of fifteen square meters with a minimum load bearing capacity of five hundred and fifty kilograms per square meter to use as a server room	12
19	Standby power facilities (i.e. generator)	Generator with a loading capacity suitable for the proposed accommodation	
20	Backup clean water tank	To supply kitchens & toilets in case of water disruptions The water tank must have a minimum capacity of 5,000 Liters	
	TOTAL		405
	Covered parking bays	Parking bays must be at the basement or under covered shade	21
	Visitors parking	2	2



PRICING DETAIL

DURBAN OFFICE

SBD 3.1

Name of bidder:

Bid number:

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

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

OFFER TO BE VALID FOR 120 DAYS FROM 22 JANUARY 2020 (THE CLOSING DATE OF BID).

The bidder must provide the total price of the accommodation and service for a three (3) years lease with the escalation rate

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

DURBAN OFFICE

A. OFFICE SPACE

Basic Rental for office space	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)
First year of Lease	R		R	R	R	R
Annual rate of escalation after the first year						%
Second Year	R		R	R	R	R
Annual rate of escalation after the second year						%
Third year	R		R	R	R	R

Annual rate of escalation after the third year						%
Total Amount for Office Space						R
B. STORAGE SPACE						
Basic Rental for <u>Storage space</u>	Rate per m ² (Excluding VAT)	Area expressed in m ²	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)



First year	R		R	R	R	R
Annual rate of escalation after the first year					%	
Second year	R			R	R	R
Annual rate of escalation after the second year						
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	

Total Amount for Storage Space				R		
C. PARKING BAYS						
Parking Rental	Rate per parking bay (Excl VAT)	Number of parking bays	Monthly Basic Rental for all the parking bays (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for all parking bays (Including VAT)	Annual Basic Rental for full all parking bays (Including VAT)
C1. BASEMENT PARKING						
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	

Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	
C2. COVERED PARKING (E.G CARPORTS AND SHADE-NET COVERED PARKING BAYS)						
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	

Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R	R	R	R	R	R
Annual rate of escalation after the third year					%	
C3. OPEN PARKING						
First year	R	R	R	R	R	R
Annual rate of escalation after the first year					%	
Second year						
Annual rate of escalation after the second year					%	
Third year						
Annual rate of escalation after the second year					%	
D. OPERATING COSTS & EXPENSES						
All-inclusive Contribution to Operating Costs & expense	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly operating costs for the full area upon which operating costs & expenses are levied (Excluding VAT)	Value Added Tax (VAT)	Monthly operating costs & expenses for the full area upon which operating	Annual operating costs & expenses for the full area upon which operating costs & expenses are levied (Including VAT)

					costs & expenses are levied (Including VAT)	
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	
Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	

Provide a full list of all applicable items that are <u>included in</u> the All-inclusive Operating Costs & expenses	
Description of operating costs	Rate per m ² for this item (Including VAT)
Escalator and lift repair and upkeep and the regular servicing thereof	R
Air-conditioning maintenance and upkeep	R
Fire prevention, detection and extinguishing equipment and/or services and the regular servicing thereof	R
Garden services	R
Security services	R
Water, fuel/gas and/or electrical usage in the common areas	R
Refuse removal	R
Sanitary fees	R
Domestic or industrial effluent fees	R
Corporate or body corporate	R
Property, building, glass and/or third party liability insurance	R
SASRIA(all compliance certificates)	R
Advertisement and/or promotional fund fees and/or levies	R



Charges for the installation and/or reading of gas, water and/or electrical meters to the property, the building and sub-meters to the premises	R
Rates, Taxes and Levies	R
Maintenance	R
E. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE	
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances	R
Premises undertakes to do tenant installation, as part of operating costs	R
Alternatively, the Premises offers a tenant installation allowance to the PPSA of not less than	Number

this number of months' rental for every year of the lease	
Alternatively, the Premises offers this fixed amount as a tenant installation allowance to PPSA, for PPSA to use as PPSA deems fit	R
Do the premises have a fully compliant ICT sever and data room? If so, please be specific on its interior size (in m ²), approved carry weight of its floor area, building specifications (e.g. specification of the walls, doors, windows and ceilings, if any, etc.), fitted air-conditioning specifications (in BTU grading) and finishes (e.g. anti-static wall, floor and ceiling covering, access control, fire suppression systems etc.).	
If the premises does not have a fully compliant ICT sever and data room, then what tenant installation allowance does the bidder offer in respect of the ICT sever and data room, only (i.e. distinct and <u>in addition to</u> any other tenant-installation work or allowances offered)	R
Aggregate total gross tenant installation allowance: a) the general fit-out or tenant installation allowance; b) the ICT cabling allowance; and c) the ICT server or data room allowance, offered to PPSA, as included in PPSA's all-inclusive cost-to-company gross rental	R

NB: SUM TOTAL AGGREGATE FULL COST OF THREE YEAR LEASE CONTRACT

All-inclusive cost-to-company Gross Rental inclusive of:	<u>Monthly</u> Gross Rental (Excluding VAT)	Value Added Tax (VAT)	<u>Monthly</u> Gross Rental (Including VAT)	<u>Annual</u> Gross Rental (Including VAT)
a) the Basic Rental (both office space and storage areas); b) operating Costs and expenses; c) rental on all parking bays (basement, covered and open); and d) the all-inclusive tenant fit-out or installation allowances)				



First Year	R	R	R	R
Second Year	R	R	R	R
Third Year	R	R	R	R
TOTAL CONTRACT VALUE FOR FULL THREE YEAR LEASE				R
LESS the aggregate value of tenant allowance or bidder's contribution to the cost of the PPSA's tenant's installation (i.e. the general fit-out tenant allowance, the special additional allowance for the ICT cabling and installation and the special additional allowance for the ICT server or data room)				R
BIDDER'S TOTAL CONTRACT PRICE				R



PRICING DETAIL

SBD 3.1

ULUNDI OFFICE

Name of bidder:

Bid number:

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

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OFFER TO BE VALID FOR 120 DAYS FROM 22 JANUARY 2020 (THE CLOSING DATE OF BID).

The bidder must provide the total price of the accommodation and service for a three (3) years lease with the escalation rate

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

ULUNDI OFFICE

A. OFFICE SPACE

Basic Rental for office space	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)
First year of Lease	R		R	R	R	R
Annual rate of escalation after the first year						%
Second Year	R		R	R	R	R
Annual rate of escalation after the second year						%
Third year	R		R	R	R	R

Annual rate of escalation after the third year						%
Total Amount for Office Space R						
B. STORAGE SPACE						
Basic Rental for <u>Storage space</u>	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly Basic Rental for the full area (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for the full area (Including VAT)	Annual Basic Rental for full area (Including VAT)



First year	R		R	R	R	R
Annual rate of escalation after the first year					%	
Second year	R		R	R	R	R
Annual rate of escalation after the second year						
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	

Total Amount for Storage Space R						
C. PARKING BAYS						
Parking Rental	Rate per parking bay (Excl VAT)	Number of parking bays	Monthly Basic Rental for all the parking bays (Excluding VAT)	Value Added Tax (VAT)	Monthly Basic Rental for all parking bays (Including VAT)	Annual Basic Rental for full all parking bays (Including VAT)
C1. BASEMENT PARKING						
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	



Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	
C2. COVERED PARKING (E.G CARPORTS AND SHADE-NET COVERED PARKING BAYS)						
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	

Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R	R	R	R	R	R
Annual rate of escalation after the third year					%	
C3. OPEN PARKING						
First year	R	R	R	R	R	R
Annual rate of escalation after the first year					%	
Second year						
Annual rate of escalation after the second year					%	
Third year						
Annual rate of escalation after the second year					%	
D. OPERATING COSTS & EXPENSES						
All-inclusive Contribution to Operating Costs & expense	Rate per m² (Excluding VAT)	Area expressed in m²	Monthly operating costs for the full area upon which operating costs & expenses are levied (Excluding VAT)	Value Added Tax (VAT)	Monthly operating costs & expenses for the full area upon which operating	Annual operating costs & expenses for the full area upon which operating costs & expenses are levied (Including VAT)

					costs & expenses are levied (Including VAT)	
First year	R		R	R	R	R
Annual rate of escalation after the first year					%	
Second year	R		R	R	R	R
Annual rate of escalation after the second year					%	
Third year	R		R	R	R	R
Annual rate of escalation after the third year					%	

Provide a full list of all applicable items that are <u>included in</u> the All-inclusive Operating Costs & expenses	
Description of operating costs	Rate per m ² for this item (Including VAT)
Escalator and lift repair and upkeep and the regular servicing thereof	R
Air-conditioning maintenance and upkeep	R
Fire prevention, detection and extinguishing equipment and/or services and the regular servicing thereof	R
Garden services	R
Security services	R
Water, fuel/gas and/or electrical usage in the common areas	R
Refuse removal	R
Sanitary fees	R
Domestic or industrial effluent fees	R
Corporate or body corporate	R
Property, building, glass and/or third party liability insurance	R
SASRIA(all compliance certificates)	R
Advertisement and/or promotional fund fees and/or levies	R



Charges for the installation and/or reading of gas, water and/or electrical meters to the property, the building and sub-meters to the premises	R
Rates, Taxes and Levies	R
Maintenance	R
E. TENANT INSTALLATION OR TENANT INSTALLATION ALLOWANCE	
Space Planning and interior design inclusive of research, detailing, drawings and revisions allowances	R
Premises undertakes to do tenant installation, as part of operating costs	R
Alternatively, the Premises offers a tenant installation allowance to the PPSA of not less than	Number

this number of months' rental for every year of the lease	
Alternatively, the Premises offers this fixed amount as a tenant installation allowance to PPSA, for PPSA to use as PPSA deems fit	R
Do the premises have a fully compliant ICT sever and data room? If so, please be specific on its interior size (in m ²), approved carry weight of its floor area, building specifications (e.g. specification of the walls, doors, windows and ceilings, if any, etc.), fitted air-conditioning specifications (in BTU grading) and finishes (e.g. anti-static wall, floor and ceiling covering, access control, fire suppression systems etc.).	
If the premises does not have a fully compliant ICT sever and data room, then what tenant installation allowance does the bidder offer in respect of the ICT sever and data room, only (i.e. distinct and <u>in addition to</u> any other tenant-installation work or allowances offered)	R
Aggregate total gross tenant installation allowance: d) the general fit-out or tenant installation allowance; e) the ICT cabling allowance; and f) the ICT server or data room allowance, offered to PPSA, as included in PPSA's all-inclusive cost-to-company gross rental	R

NB: SUM TOTAL AGGREGATE FULL COST OF THREE YEAR LEASE CONTRACT

All-inclusive cost-to-company Gross Rental inclusive of:	<u>Monthly</u> Gross Rental (Excluding VAT)	Value Added Tax (VAT)	<u>Monthly</u> Gross Rental (Including VAT)	<u>Annual</u> Gross Rental (Including VAT)
e) the Basic Rental (both office space and storage areas); f) operating Costs and expenses; g) rental on all parking bays (basement, covered and open); and h) the all-inclusive tenant fit-out or installation allowances)				



First Year	R	R	R	R
Second Year	R	R	R	R
Third Year	R	R	R	R
TOTAL CONTRACT VALUE FOR FULL THREE YEAR LEASE				R
LESS the aggregate value of tenant allowance or bidder's contribution to the cost of the PPSA's tenant's installation (i.e. the general fit-out tenant allowance, the special additional allowance for the ICT cabling and installation and the special additional allowance for the ICT server or data room)				R
BIDDER'S TOTAL CONTRACT PRICE				R



PART B: CONDITIONS OF BID

7. Company profile

7.1 Bidders must furnish the following information clearly indicated per annexure regarding their company as part of the bid. Where not applicable, it must clearly be indicated as such:

7.1.1 Personnel complement, divided into -

7.1.1.1 Management personnel;

7.1.1.2 Supervisors; and

7.1.1.3 Workers. Full time: Part time:

7.1.2 Composition in terms of shareholding

7.1.3 Address of Head Office.

7.1.4 Addresses of regional offices/branches

7.1.5 Bidders to indicate date from when the company commenced its operations.

7.1.6 Bidders to provide the details of completed contracts for the providing Office Accommodation - including the signed reference letters / contracts which were successfully completed within the past five (3) years, e.g. names of clients, contract period and value, and the names and telephone numbers of the persons with who contact can be made for reference purposes.

7.1.7 Bidders to indicate their company financial position i.e. annual turnover.

7.1.8 Bidders to submit the names, postal address and telephone number(s) of banker(s) and the name of the contact person where financial enquiries may be answered.

7.1.9 Bidders to submit the name, address and telephone number of auditor(s) and the name of the contact person where financial enquiries may be answered.

7.1.10 Bidders to indicate the name, identity numbers and street addresses of all partners must be indicated where persons, who are a partnership or a company / Joint Ventures / Consortium comprising a partnership, tender.

8. Other bid requirements

8.1 The PPSA reserves the right to disqualify any bidder which does not comply with any one or

more of the required information as indicated below:

- 8.1.1 If the bidder/s submit their bids without all the data and information requested.
- 8.1.2 Proposal that did not submit mandatory documents stipulated in the RFP document;
- 8.1.3 Proposal that fails to comply with the specification.
- 8.1.4 Proposal that contains any information that is found to be incorrect or misleading in anyway or Bidders who submit information that is fraudulent, factually untrue or inaccurate information.
- 8.1.5 Bidders who submit incomplete information and documentation according to the requirements of this RFP document;
- 8.1.6 Bidders who receive information not available to other potential bidders through fraudulent means;
- 8.1.7 Bidders must take into consideration that it is the responsibility and accountability for the provision of the office accommodation will remain with the successful Bidder/s.
- 8.1.8 Bidders to submit their delivery methodology indicating how the entire contract will be handled over the three (3) years period.

9. PPSA reserve the rights:

- 9.1.1 Not to award or cancel this bid at any time
- 9.1.2 To negotiate with one or more Preferred or Reserved Bidders identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other Bidder who has not been awarded the status of the Preferred or Reserved Bidder.
- 9.1.3 To award in part or in full.
- 9.1.4 To award this bid to one or more bidders.
- 9.1.5 To negotiate prices of items that are contracted and should these items be available at a competitive price than the contracted price, PPSA will request the current bidder to reduce their price to be inline failing which; these will be purchase out of contract.
- 9.1.5 To cancel and/or terminate the bid process at any stage, including after the Closing Date and/or after presentations have been made, and/or after bids have been evaluated and/or after the Preferred Bidders have been notified of their status as such.
- 9.1.6 To carry out explanatory meetings in order to verify the nature and quality of the services bided for, whether before or after adjudication of the bid at bidder's corporate offices and / or at client sites if so required.
- 9.1.7 To award the contract to a Bidder whose bid was not the lowest in price.
- 9.1.8 To award the bid to a Bidder who is not the highest scoring Bidder.
- 9.1.9 To correct any mistakes at any stage of the bid that may have been in the bid documents or occurred at any stage of the bid process.

9.1.10 The PPSA is entitled to amend any bid conditions, bid validity period, RFP specifications, or
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extend the bid closing date, all before the bid closing date. All bidders, to whom the RFP documents have been issued and where the PPSA have record of such bidders, may be advised in writing of such amendments in good time and any such changes will also be posted on the PPSA's website under the relevant tender information. All prospective bidders should therefore ensure that they visit the website regularly and before they submit their bid response to ensure that they are kept updated on any amendments in this regard.

9.1.11 The PPSA reserves the right not to accept the lowest priced bid or any bid in part or in whole.

It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is functionally acceptable and/or financially advantageous to the PPSA.

9.1.12 The PPSA reserves the right to request all relevant information, agreements and other documents to verify information supplied in the bid response.

9.1.13 The bidder hereby gives consent to the PPSA to conduct background checks, including FICA verification, on the bidding entity and any of its directors / trustees / shareholders / members

9.1.14 No attempt may be made, whether directly or indirectly, to canvass any member of PPSA employees before the award of the contract.

8.3 Any enquiries must be referred, in writing, to the specified persons.

10. Undertakings by the Bidder

10.1 By submitting a bid in response to the RFP, the bidder will be taken to offer to render all or any of the services described in the bid response submitted by it to the PPSA on the terms and conditions and in accordance with the specifications stipulated in this RFP document.

10.2 The bidder shall prepare for a possible presentation should PPSA require such and the bidder shall be notified before the actual presentation date. Such presentation may include a practical demonstration of services as called for in this RFP.

10.3 The bidder agrees that the offer contained in its bid shall remain binding upon him/her and receptive for acceptance by the PPSA during the bid validity period indicated in the RFP and calculated from the bid closing hour and date such offer and its acceptance shall be subject to the terms and conditions contained in this RFP document read with the bid.

10.4 The bidder furthermore confirms that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents; and that the price(s) and rate(s) cover all his/her obligations under a resulting contract for the services contemplated in this RFP; and that he/she accepts that any mistakes regarding price(s) and calculations will be at his/her risk.

10.5 The successful bidder accepts full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under the supply agreement and SLA to be

concluded with PPSA, as the principal(s) liable for the due fulfilment of such contract.

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

11. Previous experience

- 11.1 Bidders must submit written and signed reference letter/s or reference list from current or previous client/s where the office Accommodation services were successfully provided. Provide signed reference letters / list that indicates the following:
- 11.1.1 Value of the project,
 - 11.1.2 Contract period and
 - 11.1.3 The industry/sector where the contract was carried out.
 - 11.1.4 The size of the building where the services were provided.
- 11.2 Due diligence may be conducted to verify all information that has been provided on the shortlisted bidders.

12. Contract requirements

12.1 Contract period

The start date of the project implementation will be confirmed with the successful bidder upon contract negotiations. The initiative is based on deliverables Office Accommodation.

12.2 General terms and conditions of contract

Bidders must complete the attached the General Terms and Conditions of the contract.

13. Price basis

- 13.1 Bidders shall take into account that PPSA's total requirements will be allocated to one bidder.
- 13.2 Bidders shall quote prices in South African Rand and Value Added Tax shall be included.
- 13.2.1 For PPSA to be in a position to facilitate the evaluation of bids and the administration of the contract it is required that bidders must provide pricing including escalation for the maximum period of three (3) years.
- 13.3 Bidders shall quote on the basis indicated in the Pricing Schedule.
- 13.4 Prices tendered for must be inclusive of all required deliverables as per specification.
- 13.5 PPSA requires an all-inclusive and fully transparent cost structure.
- 13.6 Where figures are referred to in numerals and in words and there is a conflict between the two,

the words will prevail.

- 13.7 The successful bidder shall commit to the programme of continuous improvement, which will result in cost-efficiencies during the duration of the contract.
- 13.8 Bidders must warrant to PPSA and indicate that the pricing quoted is free of any errors or omissions and that the Bidder is able to deliver the contract on the prices quoted.

14. Payment terms

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

15. Tax clearance certificate

- 15.1 Government is committed to reducing supply chain related fraud and ensuring that persons conducting business with the State are not afforded any scope to abuse the supply chain management system.
- 15.2 It is therefore essential to ensure that persons conducting business with the State are tax compliant when participating in tenders or other bidding processes. On 18 April 2016, the South African Revenue Service (SARS) introduced an enhanced TCS system aimed at improving compliance and making it easier for taxpayers to manage their tax affairs.
- 15.3 Implementation of the tax compliance status system

15.3.1 In order to comply with the new TCS system and the condition of bids that a successful bidder's tax matters must be in order, Accounting Officers and accounting authorities of all PFMA complaint institutions must:

- 15.3.1.1 Designated officials, preferably from Supply Chain Management Unit, whose function will be to verify the tax compliance status of a bidder on the South African Revenue Services' Tax compliance status system housed on eFiling.
- 15.3.1.2 Utilise the SBD1 issued by National Treasury when inviting bids,
- 15.3.1.3 As a bid condition, accounting officer or accounting authorities must request bidders to register on Government's Central Supplier Database and to include in their bid their Master Registration Number (Supplier Number) in order to enable the institution to verify the supplier's tax status on the Central Supplier Database.

15.4 The CSD and tax compliance status PIN are the approved methods to be used to prove tax compliance as the South African Revenue Services (SARS) no longer issues Tax Clearance Certificates but has made provision online, via e-Filing, for bidders to print their own Tax Clearance Certificates which they can submit with their bids or price quotations.

15.5 Accounting Officers are therefore required to accept printed or copies of Tax Clearance

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Certificates submitted by bidders and verify their authenticity on e-Filing. The verification result will be filed for audit purposes.

- 15.6 Where a bidder does not submit a tax compliance status PIN but provides a Central Supplier Database (CSD) number, the accounting officer and accounting authority must utilise the CSD number via its website www.csd.gov.za to access the supplier records and to verify the bidder's tax compliance status. A printed screen view at the time of verification should then be attached to the supplier's records for audit purposes.

16. Counter Conditions

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

17. Fronting

- 17.1 The PPSA support the Broad Black Based Economic Empowerment and recognises that the real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Based on the above (PPSA) condemns any form of fronting.
- 17.2 The PPSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in the bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry /investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years. The matter may be reported to the National Prosecuting Authority (NPA) for criminal investigation and charges in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

18. Promotion of Emerging Black owned bidders

- 18.1 It is the PPSA's objective to promote transformation across all industries and/ or sectors of the South African economy and as such, bidders are encouraged to partner with a black owned entity (being 50%+1 black owned and controlled). Such partnership may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under

this tender would be undertaken by black owned entities. To give effect to this requirement, bidders are required to submit a partnership / subcontracting proposal detailing the portion of work to be outsourced, level of involvement of the black owned partner and where relevant, submit a consolidated B-BBEE scorecard in-line with the provisions of the PPPFA Regulations which will be considered as part of the B-BBEE scoring.

19. Supplier Performance Management

- 19.1. Supplier Performance Management is viewed by the PPSA as a critical component in ensuring value for money acquisition and good supplier relations between the PPSA and all its suppliers.
- 19.2. The successful bidder shall upon receipt of written notification of an award, be required to conclude a Service Level Agreement (SLA) with the PPSA, which will form an integral part of the supply agreement. The SLA will serve as a tool to measure, monitor and assess the supplier's performance and ensure effective delivery of service, quality and value-add to PPSA's business.
- 19.3. Successful bidders will be required to comply with the above-mentioned conditions, and also provide a scorecard on how their product / service offering is being measured to achieve the objectives of these conditions.

20. Supplier Development

- 20.1. The PPSA promotes enterprise development. In this regard, successful bidders may be required to mentor SMMEs and/ or designated group which are at least 51% owned by:
 - 20.1.1 black people
 - 20.1.2 black people who are youth
 - 20.1.3 black people who are women
 - 20.1.4 black people that formed a cooperative (primary, secondary or tertiary cooperative) or
 - 20.1.5 black people living in rural areas or underdeveloped area or township.

22. Screening

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

23. PPSA requires bidder(s) to declare

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

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

23.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of PPSA;

23.1.2 Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;

23.1.3 Act with circumspection and treat PPSA fairly in a situation of conflicting interests;

23.1.4 Comply with all applicable statutory or common law requirements applicable to the conduct of business;

23.1.5 Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;

23.1.6 Avoidance of fraudulent and misleading advertising, canvassing and marketing;

23.1.7 To conduct their business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and

23.1.8 To ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

24. Conflict of interest, corruption and fraud

24.1 PPSA reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of PPSA or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

24.1.1 Engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

24.1.2 Seeks any assistance, other than assistance officially provided by PPSA, from any employee, advisor or other representative of PPSA in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;

24.1.3 Makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of PPSA's officers, directors, employees, advisors or other representatives;

24.1.4 Makes or offers any gift, gratuity, anything of any value or other inducement, to any PPSA's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to PPSA;

24.1.5 Accepts anything of value or an inducement that would or may provide financial gain,
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advantage or benefit in relation to procurement or services provided or to be provided to PPSA;

24.1.6 Pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to PPSA;

24.1.7 Has in the past engaged in any matter referred to above; or

24.1.8 Has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

25. Misrepresentation

25.1 The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that PPSA relies upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.

25.2 It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by PPSA against the bidder notwithstanding the conclusion of the Service Level Agreement between PPSA and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

26. Preparation costs

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

27. Indemnity

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

28. Precedence

28.1 This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided, expressly amends this document by reference.

29. Limitation of liability

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

30. Tender defaulters and restricted suppliers

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

31. Governing Law

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

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

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

33. Confidentiality

33.1 Except as may be required by operation of law, by a court or by a regulatory authority having

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appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with PPSA's examination and evaluation of a Tender.

- 33.2 No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by PPSA remain proprietary to PPSA and must be promptly returned to PPSA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.
- 33.3 Throughout this bid process and thereafter, bidder(s) must secure PPSA's written approval prior to the release of any information that pertains to (a) the potential work or activities to which this bid relates; or (b) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

34 Proposal documents

- 34.1 No bids submitted by Facsimile, telegram, email will be considered. It is the bidder's sole responsibility to ensure that the complete bid has been received by the Closing Date and Time. Giving the bid to a courier prior to the Closing Date without actual receipt by PPSA before the Closing Date and Time will not excuse the late delivery of a bid.
- 34.2 If a courier service company is being used for delivery of the bid response, the bid description must be endorsed on the delivery note/courier packaging and the courier must ensure that documents are placed / deposited into the bid box. **The PPSA will not be held responsible for any delays where bid documents are handed to the PPSA Receptionist.**
- 34.3 Where a bid response is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. **It is the PPSA's policy not to consider late bids for tender evaluation.**
- 34.4 All documents and correspondence must be in English, failure to comply, the bid proposal will not be evaluated.
- 34.4.1 Proposals must be compiled in the following manner:
- 34.4.1.1 One (1) original proposal (marked 'original') must be submitted and should not be retyped and One (1) electronic copies (on CD)
- 34.4.1.2 Two (2) copies of the proposal (marked 'copy') must be submitted;
- 34.4.1.3 All Annexures, company profiles, CV's, etc., shall form part of the '**ORIGINAL**' as well as the '**COPY**' proposals.

34.4.2 All proposals must be delivered **sealed**. The following information shall appear on the outside of the sealed proposal be placed in the bid box at the Main Reception area at, 175 Lunnon Street, Hillcrest Office Park, Hillcrest, Pretoria:

34.4.3 Name of bidder;

34.4.4 Description of proposal;

34.4.5 Bid / tender number;

34.4.6 Closing date and time;

34.4.7 The name and address of the Bidder must be written on the front or back side of the proposal/envelope.

34.5 Bids submitted by bidders which are, or are comprised companies must be signed by a person or persons duly authorised thereto by a resolution of the applicable Board of Directors, a copy of which Resolution, duly certified, must be submitted with the bid.

34.6 The bidder should check the numbers of the pages of its bid to satisfy itself that none are missing or duplicated. No liability will be accepted by PPSA in regard to anything arising from the fact that pages of a bid are missing or duplicated.

35. Consultation prior to submission of the bid documents

Bidders shall consult, **in writing**, with the PPSA's officials indicated below should there appear to be any discrepancy, ambiguity or uncertainty pertaining to the meaning or effect of any description, dimension, quality, quantity or any other information contained in this bid. PPSA undertakes to provide clarification in writing to all Bidders, provided that the request is received prior to the closing date and time for clarifications.

Officials	Location	Contact Details
Busisiwe Biyela / Nkele Nemusimbori	Public Protector South Africa 175 Lunnon Street Hillcrest Office Park Pretoria	Tel: 012 366 7014 / 7032 Email: nkelen@pprotect.org busisiweb@pprotect.org

36. Clarifications and communication

36.1 Bidders are encouraged to submit clarification questions in writing to Public

Protector South Africa (PPSA) officials mentioned above not later than **15 JANUARY 2021 at**

11H00. No further questions will be entertained after this period.

36.2 The PPSA will respond in writing to queries and distribute to all bidders who attended the compulsory briefing session after receipt of questions. **Compulsory briefing session**

Date: 09 December 2020

Venue: 22nd Floor

Suite 2114,

Commercial City Building

Durban

Time: 10h00

36.3 The PPSA may respond to any enquiry in its absolute discretion and the bidder acknowledges that it will have no claim against the PPSA on the basis that its bid was disadvantaged by lack of information, or inability to resolve ambiguities.

36.4 Oral communication or instruction by PPSA or its representative shall have no standing in this bid unless and until they have been confirmed in writing.

36.5 PPSA accepts no responsibility for the failure of any bidder not receiving notifications or correspondence relating to this bid.

36.6 Whilst all due care has been taken in connection with the preparation of this bid, PPSA makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. PPSA, and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.

36.7 If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by PPSA (other than minor clerical matters), the Bidder(s) must promptly notify PPSA in writing of such discrepancy, ambiguity, error or inconsistency in order to afford PPSA an opportunity to consider what corrective action is necessary (if any).

36.8 Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by PPSA will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

36.9 All persons (including Bidder(s) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other



such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.



37. BIDDER DECLARATION

The bidder hereby declares the following:

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

- a. Render Office Accommodation for Durban and Ulundi to PPSA offices on request.
- b. Act honestly, fairly, and with due skill, care and diligence, in the interests of the PPSA;
- c. Employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- d. Act with circumspection and treat PPSA fairly in a situation of conflicting interests;
- e. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
- f. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with PPSA;
- g. Avoid fraudulent and misleading advertising, canvassing and marketing;
- h. Conduct business activities with transparency and consistently uphold the interests and needs of PPSA as a client before any other consideration; and
- i. Ensure that any information acquired by the bidder(s) from PPSA will not be used or disclosed unless the written consent of the client has been obtained to do so.

Signature:

_____ Date: _____

Print Name of Signatory: _____ Designation _____

FOR AND ON BEHALF OF



SERVICE PROVIDERS INITIALS / SIGNATURE Important: Failure to complete/sign/initial this document in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!



