Commission for Gender Equality
A society free from gender oppression and inequality

PROVISSION OF OFFICE ACCOMMODATION FOR THE LIMPOPO OFFICE (POLOKWANE)

Tender No: CGE/T/07/2026/27

CLOSING DATE: 02 September 2026

CLOSING TIME: 11:00

IMPORTANT NOTES TO BIDDERS:

a) Tenders must be properly received and deposited in the tender box on or before the closing date and before the closing time at the Tender Submission Office, situated on the 2 Kotze Street, Women's Jail, East Wing, Constitution Hill, Bramfontein 2017
b) No late tenders will be accepted under any circumstances.
c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and tender description as indicated above.
d) **Original and two copies of the tender document must be submitted.** For this tender to be valid on the closing date, the Tender Offer and the offer part of the Contract Form must be signed by the bidder and the tender price(s) must be inserted.
e) Do not dismember this tender document (do not take it apart, omit pages, change wording or put documents between its pages). All other documents must be attached to Annexure 6.

BIDDER	
NAME of Company/Close Corporation or Partnership /Consortium/ Joint Venture or Sole Proprietor /Individual	
TRADING AS (if different from above)	

Contents

1. OBJECTIVES 3
2. MANDATE OF THE CGE 3
3. DETAILS OF BIDDER 4
4. TENDER OFFER 6
5. CONTRACT FORM 7
6. PRICING 9
7. TERMS OF REFERENCE ..... **Error! Bookmark not defined.**
8. COMPLIANCE 22
9. PAYMENT TERMS 22
10. TENDER SUBMISSION AND CLOSING DATE 22
11. SUB-CONTRACTING 22
12. DEALING WITH THE COMMISSION FOR GENDER EQUALITY 22
13. MANDATORY REQUIREMENTS 22
14. EVALUATION CRITERIA 24
15. Disclaimer Information 26
16. SPECIAL CONDITIONS OF CONTRACT 27
17. GENERAL CONDITIONS OF CONTRACT 30
18. ANNEXURES 43

Commission for Gender Equality
A society free from gender oppression and inequality

1. OBJECTIVES

PROVISSION OF OFFICE ACCOMMODATION FOR THE LIMPOPO OFFICE (POLOKWANE)

2. MANDATE OF THE CGE

The Commission for Gender Equality is a constitutional institution which together with five similar institutions, was established to "strengthen constitutional democracy in the Republic". The Commission is an independent institution that is subject only to the Constitution and the Law of South Africa and is accountable to the National Assembly.

The main objective of the CGE is to promote respect for gender equality and the protection, development and attainment of gender equality.

3. DETAILS OF BIDDER

Commission for Gender Equality
A society free from gender oppression and inequality

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENT OF THE COMMISSION FOR GENDER EQUALITY

BID NUMBER: CGE/T/07/2026/27 CLOSING DATE: 02 Sep 2026 CLOSING TIME: 11:00

DESCRIPTION: PROVISION OF OFFICE ACCOMMODATION FOR THE LIMPOPO OFFICE (POLOKWANE)

The successful bidder will be required to fill in and sign a written Contract Form (5. Tender offer).

TENDER DOCUMENTS TO BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

2 Kotze Street, Women's Jail, East Wing, Constitution Hill, Bramfontein 2017

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 8 hours a day, 5 working days a week.

All bids must be submitted on the official forms – (Not to be re-typed)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND THE SPECIAL CONDITIONS OF CONTRACT

The following particulars must be furnished.
(Failure to do so may result in your bid being disqualified)

NAME OF BIDDER ……

POSTAL ADDRESS……

STREET ADDRESS……

TELEPHONE NUMBER CODE……NUMBER……

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE ……NUMBER…….....

E-MAIL ADDRESS …….....

VAT REGISTRATION NUMBER…….....

HAS A CENTRAL SUPPLIER DATABASE REPORT BEEN SUBMITTED? YES or NO

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED.....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Institution: Commission for Gender Equality:

Contact Person: Shadrack Mafutsa

Tel: 011 403 7182

E-mail address: shadrack@cge.org.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Persson: Mr Tshepang Mokgokong

E-mail address: tshepang@cge.org.za

4. TENDER OFFER

4.1. I, _____ (duly authorised to represent the bidder for the purpose of this tender), hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Commission for Gender Equality ("CGE") on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document at the prices reflected in the Contract Form/Price Schedule.

4.2. The bidder agrees that:

4.2.1. the tender offer submitted shall remain valid, irrevocable and open for written acceptance by the CGE for a period of 120 (one hundred and twenty) days from the closing date or for such extended period as may be applicable;

4.2.2. the tender offer will not be withdrawn or amended during the aforesaid validity period;

4.2.3. notwithstanding the above, the bidder may submit a written request to the CGE after the closing date for permission to withdraw the tender offer. Such withdrawal will be permitted or refused at the sole discretion of the CGE after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;

4.2.4. should the tender offer be withdrawn in contravention of 5.2.1 to 5.2.3 above, the bidder agrees that:

a) it shall be liable to the CGE for any additional expense incurred by the CGE in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred by the invitation of new tenders and the subsequent acceptance of any other tender;

b) the CGE shall also have the right to recover such additional expenses by set-off against moneys which may be due or become due to the bidder under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses, the CGE shall be entitled to retain such moneys, guarantee or deposit as security for any loss the CGE may suffer due to such withdrawal.

4.3. The bidder agrees that this tender and its acceptance shall be subject to the terms and conditions contained in the CGE's Supply Chain Management Policy ("SCM Policy") and Combating of Abuse of the Supply Chain Management System Policy ("Abuse Policy").

_____
Signature(s)

_____
Print name(s):
On behalf of the bidder (duly authorised)

_____
Date

5. CONTRACT FORM: RENDERING OF SERVICES

Commission for Gender Equality
A society free from gender oppression and inequality

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…… in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….. at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Pricing schedule(s);
   - Proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations;
   - Declaration of interest;
   - Declaration of bidder's past SCM practices;
   - Certificate of Independent Bid Determination;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and
   (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) ……

SIGNATURE ……

NAME OF COMPANY ……

DATE ……

WITNESSES

1 ……

2 ……

DATE ……



CONTRACT FORM: RENDERING OF SERVICES

Commission for Gender Equality

A society free from gender oppression and inequality

PART 2 (TO BE FILLED IN BY THE COMMISSION FOR GENDER EQUALITY)

1. I ----------in my capacity as ----------accept your bid under reference number for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract.

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES
1 …..……
2 …..……
DATE ……..

6. PRICING

The bidder must state whether the price quoted is fixed for the duration of the agreement or whether the price is subject to escalation. In the absence of an indication in this regard the price will be considered as fixed for the full period of the agreement.

- ✓ All pricing must be quoted in South African Rand (ZAR) including VAT.
- ✓ The pricing must remain valid for 120 days from the closing date of the tender.
- ✓ Pricing / costing template must be completed as per **Section 1 below**
- ✓ Prices tendered below shall be subject to adjustment in accordance with Annexure 4.
- ✓ The bidder shall complete prices for all items on the price schedule for each section tendered for

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his tender, and any variance will render the contract null and void.

1 PRICING SCHEDULE – FIRM PRICES (PURCHASES) SBD 3.1

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	QUANTITY	DESCRIPTION	UNIT PRICE	BID PRICE IN RSA CURRENCY
	12 Months	Office Space Rental		
	12 Months	Parking		
		Tenant installation costs (If Any)		
		Other Costs (Specify)		
			Sub Total	
			Vat (15%)	
			Grand Total vat inclusive	

Annual Rental Escalation Rate:	
Office Space	**%**
Parking	**%**

Summary of total cost for a period of 36 Months:

Period	Annual office Space rental (Excl. Vat)	Annual parking bay rental (Excl. Vat)	Total annual Rental excluding vat	Other costs	vat	Total Annual rental including vat
Year 1						
Year 2						
Year 3						
				Grand Total for 36 Months (Including Vat)		

- 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

TERMS OF REFERENCE

1 OBJECTIVE

1.1 The CGE is looking for new building/facilities/property to be utilized as Corporate Office Space for the implementation of its mandate. The facility should be located in the Polokwane CBD , Limpopo area.

1.2 The CGE invites suitably qualified and experienced Property Developers/Investors or Facilities Management service provider to submit bids for the leasing of their office accommodation facilities/properties' for the CGE Limpopo Polokwane to run its day-to-day office space requirements.

2 FUNCTIONS OF THE CGE

2.1 The Commission for Gender Equality (CGE) is an independent statutory body established in terms of Section 187 of the Constitution of South Africa. The CGE is mandated to promote respect for gender equality and the protection, development, and attainment of gender equality in the Republic. The powers and functions of the CGE are outlined in the Commission for Gender Equality Act No. 39 of 1996. Specifically, in terms of section 11(1)(a) of the CGE Act, the CGE has the powers to monitor and evaluate policies and practices of state organs, state agencies, public bodies and the private sector in order to promote gender equality, and to prepare and submit reports to Parliament.

3. METHODOLOGY AND SCOPE OF WORK

3.1 The scope of this project will include the provision of new Limpopo, Polokwane accommodation for CGE as outlined below in stage one and stage two.

4. DURATION OF APPOINTMENT

4.1 The duration of the agreement will be for a period of 3 years with an option to renew upon mutual agreement. Notwithstanding the full term of the agreement.

5. GUIDELINES FOR RESPONSE

The Professional Service Provider should demonstrate the following:

5.1 Must have proven skills, expertise, and experience in providing Commercial Office facilities and Facility Management services.
5.2 Proximity of the proposed property to the Polokwane Central Business District (CBD)preferably High Court area within a 6km radius from the public transport facilities, taxis, and buses.
5.3 The property must have universal access, it must accommodate people with disability, internally and externally in compliance with relevant Acts.
5.4 The property size should be of a minimum of 250m^2 and provide for 9 undercover parking bays.
5.5 The service provider must outline how all outsourced services will be provided, including but not limited to i.e. building maintenance, cleaning services, and security services, etc. However, the CGE will be responsible for cleaning of its offices inside only.

5.6 Submit a detailed maintenance plan for all planned and unplanned building maintenance services, as well as a Facility Management Team with the roles and responsibilities for the day-to-day management of the facility.

5.7 Submit a detailed Project Methodology/Project Plan or Development Implementation Plan with fixed deliverables and timelines. A detailed explanation of the methodology and approach that will be followed to conduct and deliver the required new Polokwane office accommodation for the CGE.

5.8 The CGE will conduct a site inspection to verify the property descriptions, location, accessibility to main roads, and public transport facilities.

5.9 The bidder must submit a proposal that will enable the CGE to make improvements or alterations (branding).

5.10 The property must have ablution facilities which are frequently maintained and cleaned. The ablution facilities must be disability friendly.

6. PRICE

6.1 Detailed financial proposals including the annual escalation percentage, if applicable, must be provided.

- All pricing must be quoted in South African Rand (ZAR) including VAT.
- The pricing must remain valid for 120 days from the closing date of the tender.
- The bidder shall complete prices for all items on the price schedule for each section tendered for
- The CGE reserves the right to award each section separately.

6.2 Only the service provider/ bidders who qualified in terms of the percentage threshold for functionality will be further evaluated.

7. EVALUATION CRITERIA

Evaluation System:
The evaluation will be conducted by the evaluation Committee who will evaluate all bids from a basis of the 80/20 preference points system of which 80 points will be made up of price and 20 points will be made up of specific goals.

All tenderers who don't score a minimum of **65%** of functionality will be considered as being none non-responsive and they will be disqualified from being considered for further evaluation.

The **65%** functionality will be scored as stated in the diagram below:

STAGE ONE – MANDATORY REQUIREMENTS

NOTE: A BIDDER WHO FAILS TO MEET THE BELOW MANDATORY REQUIREMENTS WILL BE DISQUALIFIED FROM FURTHER EVALUATION

Administrative compliance	
1. Technical proposal 2. Completed and signed SBD's documents (SBD3.1, SBD4, SBD8 and SBD 9). 3. CSD Registration report 4. Bidders must submit one proposal. 5. Approved plan of the offices/facility by the Municipality. 6. Sketch or draft plan reflecting possible amendments to the existing plan, indicating	

how the bidder will ensure that CGE requirements are fully complied with i.e. internal floor layout as per needs assessment. 7. Letter of commitment from the bidder confirming willingness to fully adhere to the requirements and timelines that will be prescribed by the CGE. 8. Letter of funding support from an accredited financial institution/fund manager confirming total value of support.	
MANDATORY REQUIREMENTS (1)	Comply (Yes/ No)
1. PROPERTY OWNERSHIP Bidders must be the owner of the leased property. A signed deed of sale agreement will be considered for property that is sold to one entity to the other. Compliance requirement: • Certified copy of the Title deed if owner is directly bidding	
2. PROPERTY SIZE Gross Leasable Area (GLA) of a minimum of 250 m2 for occupation. • a minimum of 250m2 for office space • a minimum of 9 easily accessible under-cover parking/ basement bays in the same premises of the proposed building, excluding a carport and off-site parking.	
Compliance Requirement Property prospectus to be attached, which must highlight the following: • Schematic drawings/ design concepts plans • GPS location	
• Physical address	
• Stand/ERF number	
3. CONDITION/ REQUIREMENTS OF THE PROPERTY The property must meet all relevant legislative requirements. Bidder must provide certification of compliance in relation to the following prior occupation:- • OHS requirements	
• Electrical requirements	
• Fire requirement and evacuation exit plan • Universal access must accommodate people with disability, internally and externally in compliance with relevant Acts	

NB: All of the above will be required prior to occupation and signing of the SLA Compliance requirements: The bidder is required to submit a letter of undertaking/commitment to comply with all the listed certificates on submission of the bid.	
4. LOCATION OF PREMISES Proximity of the proposed property to the Polokwane Central Business District (CBD) within a 6km radius from the public transport facilities, taxis, and busses Compliance Requirement • Physical address and GPS coordinates	
5. BUILDING SUPPORT SERVICES The following services must be available on occupation with back-up facilities for business continuity: • Water • Electricity • Refuse removal services NB: All relevant documentation from the relevant municipality confirming that all services are fully paid prior to occupation (Municipal clearance). Compliance requirement The bidder is required to submit a letter of undertaking/commitment to comply with all the listed requirements on submission of the bid.	

STAGE TWO: FUNCTIONALITY CRITERIA

Stage 2 will be based on written proposals and shall be evaluated based on the following parameters for functionality:

REQUIREMENTS	**Total Score**
1. LOCATION OF THE PROPERTY	**20**
1.1 PROXIMITY TO THE POLOKWANE CBD, BETWEEN 1- 6KM (MAXIMUM 15 POINTS) The proposed office/ facility should be located between 1-6km radius to the Polokwane Central Business District (CBD) Compliance Requirement: Bidders to submit proof of GPS coordinated / locational map indicating kilometers from their proposed facility to the Polokwane CBD.	

Proximity to CBD	Points
0.6–1.0 km	10
1.1–1.5 km	8
1.6–2.0 km	6
Beyond 6 km	0

GPS Coordinates / Map Submission	Points
Accurate GPS coordinates and a clear map	5
GPS coordinates without a map	3
Map without coordinates	2
No submission	0

1.2 PUBLIC TRANSPORT ACCESSIBILITY (BUSES, TAXIS) (Max 5 Points)

The new CGE Polokwane office must be in an area where there is access to public transport to accommodate employees of the CGE and the public who utilize public transport, including but not limited to Buses, Taxis, etc.

The bidder must indicate in detail all transport modes/routes available around the facility i.e. shuttle services for staff.

The bidder must provide a detailed proposal which may include plans indicating all modes of public transport available and indicate distance in metres for each transport mode and where such transport modes are stationed. (Reasonable walking distance to buses, taxis, trains etc. should be within 500 metres to 1 kilometre.

Compliance Requirement:
Bidder is required to give an indication of the routes of public transport from the facility.

Bidders to provide a detailed response including maps etc. indicating all modes of transport available around the property/facility on offer. Bidders may also include any other information that is deemed critical and beneficial to the CGE, in relation to the availability of Public Transport.

Route Details Provided	Points
Detailed route maps and descriptions	5
Basic route info without a map	2
No route information	0

2. PROPERTY SIZE	**20**

2.1 Proposed Property Requirement (Max 20 Points)

Gross Leasable Area (GLA) of a minimum of 250 m2 for occupation.
- a minimum of 250 m2 for office space
- a minimum of 9 easily accessible under cover parking/ basement bays in the same premises of the proposed building, excluding a carport and off premise parking.

The property on offer should be able to meet the following requirements:

Property Size	Parking Bays	Points
250m2	9 under cover parking, excluding carport.	20
240m2 - 230m2	9 under cover parking, excluding carport.	10
Less than 230 m2	9 open parking or carport.	0

Commission for Gender Equality
A society free from gender oppression and inequality

3. MANAGEMENT OF OUTSOURSED SERVICES LANDLORD RESPONSIBILITY (building maintenance, Cleaning services and Security services for the landlord responsibility or the facility) **15**

The CGE is looking for new Polokwane office space facility in a form of turnkey solution, which will encompass support services such as cleaning and security services. Bidders are therefore expected to give an overview on how the above-mentioned services will be sourced, managed and implemented taking into account relevant legislative frameworks linked to each i.e sectorial wage determination (cleaning services) and PSIRA (security services).

3.1 SECURITY SERVICES (Max 8 Points)

Bidder to demonstrate ability to secure security services from PSIRA registered security company/ service provider, which conforms to the requirements specified on scope of work/specifications.

Compliance requirements:

- Letter from the security company/service provider confirming commitment to render security services on behalf of the bidder to the CGE with the terms and conditions of the bid

- Valid proof of PSIRA certificate

Security Details Provided	Points
Confirmation letter from the security company and valid PSIRA Certificate.	8
Confirmation letter without PSIRA Certificate / PSIRA Certificate without confirmation letter.	4
No information provided.	0

3.2 CLEANING SERVICES (Max 7 Points)

Bidder to demonstrate ability to secure cleaning services from a cleaning and gardening services company/ service provider that conforms with the legislative requirements applicable to the relevant industry and CGE scope of work/specifications.

Compliance requirements:

- Proof that the service provider is registered with the relevant Bargaining council and complies with the requirements of sectoral wage determination

- Letter/ certificate of good standing from Department of Labour

Bidder/s (Letter) must respond fully to the above in order to obtain maximum points

Cleaning Service Details Provided	Points
Registration documents with the relevant Bargaining Council and a Letter of good standing from the Department of Labour.	7
Registration documents with the relevant Bargaining council without a Letter of good standing from the Department of Labour or a Letter of good standing from the Department of Labour without registration documents with the relevant Bargaining Council.	3
No information provided.	0

NB: Please note that the CGE will be responsible for cleaning of its offices inside. The landlord must only take care of the external areas.

4. MAINTENANCE PLAN	10

4.1 The bidder must provide a maintenance schedule/plan/proposal outlining the following variables:

- Routine/preventative maintenance (Internal and External)
- Reactive Maintenance (Internal and External)
- Both plans should reflect realistic timelines, qualified personnel, and clear accountability, including any third-party service agreements, emergency contact protocols, or digital maintenance tracking systems that are applicable. **(Max 5 Points)**

Routine/Preventative and Reactive Maintenance Plan (both internal and external)	Points
Comprehensive plan with timelines, frequency, and scope as well as a clear process with response times, escalation procedures, and service guarantees.	5
Basic plan with general or minimal descriptions.	3
No plan provided.	0

4.2 Response should clearly specify the responsibilities and liabilities of the Landlord around maintenance issues (air conditioning units, fire equipment, lifts, electricity, fumigation, plumbing work, day-to-day maintenance of the building, cleaning of the exterior office premises, hygiene services, garden services, etc.) **(Max 5 Points)**

NB: Maintenance fees should be included in the tender pricing.

A detailed plan outlining the responsibilities and liabilities of the Landlord regarding maintenance issues	Points
Comprehensive plan with clearly outlined responsibilities and liabilities of the Landlord regarding maintenance issues.	5
A vague plan with basic information regarding the responsibilities and liabilities of the Landlord regarding maintenance issues.	3
No plan provided.	0

5. FACILITY MANAGEMENT TEAM	10

In order to ensure optimal functioning of the proposed office facility that will enable the CGE to perform its daily functions, the bidder is expected to provide support in the form of facility management team

Commission for Gender Equality
A society free from gender oppression and inequality

Management team is expected to ensure that the following minimum functions linked to proposed positions are performed.

Option 1- Insourcing arrangement: (Max 10 Points)

In the event the bidder intends to hire or employ their personnel the following requirements must be met:

I. Facility manager (overall responsible for strategic and operational functions of the facility) with a minimum of 5 years of experience in facility management

II. Administrative assistant (responsible for accounts and general administration of the contract and other related functions in facility (management) with a minimum 3 years' experience

Compliance requirement:

III. Maintenance officer (responsible for handyman services and general maintenance of the facility) with a minimum of 3 years of experience

IV. Client liaison services/ customer care/ help desk (day to day handling of queries, ensure needs of clients and challenges are fully addressed) with a minimum of 2 years of experience

NB: Compliance requirement:

- CVs and relevant qualifications (Diploma/Degree/Certificates) must be submitted for each position.

PositionRequirement	Experience	Points
(i) Facility Manager	More than 5 years of experience	4
	4-5 years of experience	3
	Between 2-3 of years of experience	2
	Less than 2 years of experience	0
PositionRequirement	**Experience**	**Points**
(ii) Administrative Assistant	More than 3 of years of experience	4
	3 years of experience	3
	Less than 3 years of experience	0
PositionRequirement	**Experience**	**Points**
(iii) Maintenance Officer	3 years of experience and more	1
	Less than 3 years of experience	0
PositionRequirement	**Experience**	**Points**
(iv) Client Liaison / Help Desk	2 years of experience and more	1
	Less than 2 years of	0

	experience	

OR

Option 2 - Outsourcing arrangement: (Max 10 Points)

In the event the bidder intends to outsource the management of the facility to a facility/property management service provider.

Compliance requirement: To qualify for points all requirements listed below must be met

- Company profile which includes company registration details
- Letter from the company confirming willingness to render the facility management service
- Company to provide at least two reference letters of similar work/facility management (reference letters must reflect name of company, period, value of the contract and contact details)

Requirement	Description	Points
Company Profile	Includes company registration details and relevant background	5
Confirmation Letter	Official letter from the service provider confirming willingness to render facility management services	3
Reference Letters	At least two reference letters for similar work, each showing: Name of company, Contract period, value and details	2
No submission		0

6. PROJECT METHODOLOGY/DEVELOPMENT IMPLEMENTION PLAN	**20**

The service provider is required to provide a detailed plan depicting how the services will be delivered to the CGE. **(Max 20 Points)**

Attention should be given to the following:

- How the offices/facility will be managed;
- Delivery timelines, Processes and work flows ;
- How the service provider will deal with crisis management ensuring Business Continuity;
- Resources i.e. Detailed list of Professional team

Evaluation Criteria	Description of plan	Points
Facility Management Approach	A comprehensive, strategic and operational plan	5
	Basic operational outline	3
	An incomplete or unclear plan	1
	No submission	0
	Description of plan	**Points**
Delivery Timelines, Processes & Workflows	Comprehensive timelines and workflow charts	5
	General timelines and process descriptions	3
	An incomplete or unclear process info	1
	- No submission	0
	Description of plan	**Points**

Crisis Management & Business Continuity	A comprehensive crisis response and continuity strategy	5	
	A basic emergency response plan with generic information	3	
	An incomplete or unclear plan	1	
	No submission	0	
	Description of plan	**Points**	
Professional Team & Resources	Full team structure with CVs and qualifications	5	
	Limited details of the team	3	
	Incomplete or vague details of the team	1	
	No submission	0	
7. SITE INSPECTION			**5**

Commission for Gender Equality
A society free from gender oppression and inequality

A site inspection will be conducted by the CGE to verify the following with regards to the property/ facility on offer. **(Max 5 points)**

- Property boundaries and security
- Physical Access including disability accommodation
- Office grading A or B
- Pedestrian Walkways

Inspection of Property	**Points**
Property boundaries and security	2
Physical Access including disability accommodation	1
Office grading A or B	1
Pedestrian Walkways	1
Total	**100**

NOTE: THE MINIMUM QUALIFYING SCORE FOR OVERALL FUNCTIONAL EVALUATION IS 65 POINTS. ALL BIDDERS THAT FAIL TO ACHIEVE THE MINIMUM QUALIFYING SCORE ON FUNCTIONALITY WILL NOT BE CONSIDERED FOR FURTHER EVALUATION ON PRICE AND EQUITY.

STAGE THREE – PRICE AND EQUITY (PREFERENCE POINTS EVALUATION)

Price points	80
Specific goals	20
Total	**100 points**

ENQUIRIES

For further enquiries above specifications, please contact:

Name: Mr Tshepang Mokgokong

Email: tshepang@cge.org.za

1. COMPLIANCE

a) All bidders must comply with applicable norms and standards .

2. PAYMENT TERMS

9.1 The CGE undertakes to pay valid invoices in full within 30 days from the statement date for work done to its satisfaction upon presentation of a substantiated claim. The CGE shall not pay for any unproductive or duplicated time spent by the service provider on any assignment as a result if staff changes, inefficiencies or rework.

3. TENDER SUBMISSION AND CLOSING DATE

The original and 2 copies must be submitted in a sealed envelope and deposited into the official tender box located at the reception area at 2 Kotze Street, Women's Jail, East Wing, Constitution Hill, Braamfontein 2017. The tender number and description of service must be clearly written on the envelope.

Note:

The tender awarded will be conditional and subject to successful negotiations and the signing of a written contract, failing which the CGE reserves the right to withdraw the tender and award the same to the next bidder without having to repeat the tender process. The CGE reserves the right to appoint, contract with and monitor the performance of any service provider it deems will offer the best service in line with its requirements, although it may not necessarily be the lowest Bidder. The CGE also reserves the right, in its sole discretion, to re-advertise, not to retender or not to award the tender.

Late submitted tenders will not be considered.
Points will be awarded for specific goals in line with the BBBEE.
The decision of the CGE Adjudication Committee on awarding a tender is final

4. SUB-CONTRACTING

A bidder and/or the contract, or any portion thereof, or any share or interest therein, may not be transferred, assigned or granted to any other company without the specific written permission and conditions of the CGE.

5. DEALING WITH THE COMMISSION FOR GENDER EQUALITY

The Bidder shall not disclose any such information or specification, whether explicit or implied, to any third party without the written consent from the CGE.

6. MANDATORY REQUIREMENTS

(i) No tender will be considered unless submitted on this CGE tender document.
(ii) Any portion of the tender document not completed will be interpreted as "not applicable". Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
(iii) Tenders must be properly received and deposited, on or before the closing date and before the closing time, in the relevant tender box at the Tender Submission Office situated on the Venue: 2 Kotze Street,

Women's Jail, East Wing, Constitution Hill, Braamfontein 2017. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance. One hard copy of this official document with all the required accompanying documents and supporting documentation must be submitted.

(iv) The CGE reserves the right to accept:

1) the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and the CGE is not obliged to accept the lowest or any tender;

2) a tender which is not substantially or materially different from the tender Specification.

(v) The CGE shall not consider tenders that are received after the closing date and time for such a tender.

(vi) The CGE will not be held responsible for any expenses incurred by bidders in preparing and submitting tenders.

(vii) The CGE may, after the closing date, request additional information or clarification of tenders in writing.

(viii) A bidder may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.

(ix) A bidder may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of the CGE after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in such written request for withdrawal.

(x) Validity Period.

1. Any tender submitted shall remain valid, irrevocable and open for written acceptance by the CGE for a period of 120 (one hundred and twenty) days from the closing date or for such extended period as may be applicable.

2. The tender offer will not be withdrawn or amended during the aforesaid validity period.

3. The aforesaid validity period may be extended by the Accounting Officer (CGE), provided that the original validity period has not expired, and that all bidders are given an opportunity to extend such period. Any such extension shall be agreed to by a bidder in writing.

4. Bidders who fail to respond to such a request before the validity of their tender expires, or who decline such a request shall not be considered further in the evaluation process.

5. In the event that an appeal in terms of the Systems Act 32 of 2000 is received, the validity period of the tender shall be deemed to be extended until finalisation of the appeal; unless the bidder has requested in writing that its tender be withdrawn.

(xi) The Central Supplier Database (CSD):.

1. No awards will be made to a bidder who is not registered on the CSD.

2. It is each vendor's responsibility to keep all the information on the CSD is updated.

(xii) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly:

Influence or interfere with the work of any CGE officials involved in the tender process in order to inter alia:

a. influence the process and/or outcome of a tender;

b. incite breach of confidentiality and/or the offering of bribes;

c. cause over- or under-invoicing;

d. influence the choice of procurement method or technical standards;

e. Influence any CGE official in any way which may secure an unfair\ advantage during or at any stage of the procurement process.

Abuse of the supply chain management system is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as set out in the CGE's SCM Policy.

(xiii) Declarations and authorisation.

Bidders are required to complete all statutory declarations and authorisations in the annexures attached to this tender document, failing which the tender may be declared non-responsive.

(xiv) Samples

If the Specification requires the bidder to provide samples, these shall be provided strictly in accordance with the instructions set out in the Specification.

7. EVALUATION CRITERIA

Bids invited on the basis of functionality as a criterion are evaluated in two stages – first functionality is assessed and then in accordance with 80/20 preference point systems prescribed in Preferential Procurement Regulations of 2022.

a. Invalid Tenders

Tenders shall be invalid, and shall be endorsed and recorded as such in the tender opening record by the responsible official, if the:

i. tender is not sealed;

ii. tender, including the tender price (where applicable), is not submitted on the official CGE tender document;

iii. tender is not completed in non-erasable ink;

iv. Tender Offer and/or Contract Form have not been signed;

v. Tender Offer and/or Contract Form are signed, but the name of the bidder is not stated, or is indecipherable; or

vi. Bidder, in a two-envelope system, fails to submit both a technical proposal and a separate, sealed financial offer.



b. Non-Responsive Tenders

i. Valid tenders will be declared non-responsive and eliminated from further evaluation if:

a) The bidder has been listed on the national Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the national Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.

b) The tender does not comply with the Specification.

c) The tender does not comply with the instructions as contained in the Price Schedule.

d) The bidder has not achieved the minimum functionality scoring/points as set out in the tender document (if applicable).

ii. Tenders will be declared non-responsive if the bidder fails to adhere to a written request (within the specified period set out in such request) to:

a) Comply with the general conditions applicable to tenders as set out in the CGE's SCM Policy;
b) Comply with one or more of the provisions contained in the Conditions of Tender.
c) Comply with any other terms and conditions of the tender as contained in the tender document;
d) Complete and/or sign any declarations and/or authorisations;
e) Register on the CSD;

c. Evaluation of Tenders

All tenders received shall be evaluated in accordance with the Public Finance Management Act, Act 29 of 1999 (read with its accompanying supply chain management regulations), the CGE's SCM policy, the Preferential Procurement Policy Framework of 2000 and the PPPFA regulations of 2022.

d. Functionality Scoring

As contained in the Terms of Reference above

e. Price and Preference Evaluation

14.5.1 Section 2

Bidders who score more than **65 points** will be evaluated further in terms of Price and Preference points for specific goals in terms of the PPPFA regulations of 2022. As per the table below, price is evaluated over 80 points and preference points over 20:

Specific goals	Specific goals for 80/20
100% black women owned	7
100% Owned by black persons with disabilities	5
100% Black youth owned	5

100% Black owned	3
None Specified	0

8. Disclaimer Information

Commission for Gender Equality
A society free from gender oppression and inequality

The Commission for Gender Equality reserves the right to cancel this tender for whatever reason it may deem fit or to select only parts of the solution it feels will be beneficial and/or cost justified. These instructions outline the format of the proposal and describe the approach for presentation of data. The instructions are designed to ensure uniformity for ease of evaluation and that the required information is included.

The instructions are not intended to limit the contents since they identify minimum requirements and permit the inclusion of pertinent data or information, at the supplier's discretion. I.e. Bidders should submit solutions based on their experience, business knowledge of the industry and what would be considered 'best practice' for the Commission for Gender Equality.

The proposal must contain a covering letter signed by an officer or representative who is authorised to bind the said bidder to the provisions and process quoted.

9. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS OF CONTRACT (SCC) SUPPLEMENT AND MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY THE NATIONAL TREASURY.

WHENEVER THERE IS A CONFLICT BETWEEN THE SCC AND THE GCC, THE PROVISIONS OF THE SCC SHALL PREVAIL.

1.1. Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach of this Contract, in which case the CGE reserves the right to cancel the Contract.

1.2. Guarantee /Performance Security – Clause 7 of the GCC

NOT APPLICABLE

1.3. Insurance – Clause 11 of the GCC

NOT APPLICABLE

1.4. Prices/Price Adjustment – Clause 17 of the GCC

The Contract Price shall be SUBJECT TO CONTRACT PRICE ADJUSTMENT.

1.4.1. The bidder shall complete Annexure 4.

1.4.2. Failure to complete Annexure 4 may result in the tender being declared non-responsive, or prices will be deemed to be subject to zero-rated contract price adjustment.

1.4.3. Contract prices will be subject to price adjustment strictly in accordance with Annexure 4.

1.4.4. If the Contract price is (also) subject to variations in rate of exchange the tender SHALL complete the appropriate section in Annexure 4, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be granted.

1.4.5. Any claim for an increase in the Contract price shall be submitted in writing prior to the date upon which the price adjustment would become effective

1.4.6. The CGE reserves the right to withhold payment of any claim for contract price adjustment while only provisional figures are available and until the final (revised) figures are issued by the relevant authority.

1.4.7. When submitting a claim for contract price adjustment a supplier shall indicate the actual amount claimed for each item. A mere notification of a claim for contract price adjustment without stating the new price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

1.4.8. The CGE reserves the right to request the supplier to submit auditor's certificates or such other documentary proof as it may require in order verifying a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to the CGE within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

1.5. Contract Amendments – Clause 18 of the GCC

The CGE, in its sole discretion, shall be entitled to increase the contract period or the contract sum, subject to the relevant provisions of the SCM Policy and Public Finance Management Act, Act 29 of 1999.

1.6. Penalties – Clause 22 of the GCC

NOT APPLICABLE.

1.7. Settlement of Disputes – Clause 27 of the GCC

1.8. Should the parties fail to resolve any dispute by way of mutual consultation as contemplated in clause 27.1 of the GCC, either party shall be entitled to refer the matter for mediation before an independent and impartial person appointed by the Accounting Officer. The mediator's ruling shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed by the parties in writing. Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party, in any subsequent court proceedings, to any outcome of an amicable settlement by mutual consultation, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of amicable settlement by mutual consultation or mediation. Should it not be possible to settle a dispute by means of mediation, it shall be settled in a South African court of law as contemplated in clause 27.3 of the GCC.

1.9. Limitation of Liability- Clause 28 of GCC

1.9.1. Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the CGE harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

a. personal injury or loss of life to any individual;

b. loss of or damage to the property of any individual;

arising from, out of, or in connection with the provision by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the CGE.

Commission for Gender Equality
A society free from gender oppression and inequality

1.9.2. The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the CGE for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the CGE or its agents or employees.

1.9.3. Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a stipulatio alteri) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

1.9.4. Value Added Tax – Clause 32 of the GCC

1.9.5. Where a supplier, in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the South African Revenue Service for value added tax (VAT) purposes. The supplier's attention is drawn to Section 23 of the Value Added Tax Act, Act 89 of 1991. Failure to comply with Act 89 of 1991 shall constitute a material breach of the Contract.

It is the responsibility of the supplier to submit updated original tax clearance certificates to the Supplier Management Office, should any current certificate expire during the contract period. Failure to do so may lead to the suspension of transactions with the supplier until a valid tax clearance certificate is received (during which time the CGE reserves the right to obtain the relevant goods or services from alternative sources).

10.GENERAL CONDITIONS OF CONTRACT



Commission for Gender Equality
A society free from gender oppression and inequality

TABLE OF CLAUSES

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

1. Definitions

The following terms shall be interpreted as indicated:

1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his or her contractual obligations.

1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5. "Countervailing duties" are imposed in cases in which an enterprise abroad is subsidised by its government and encouraged to market its products internationally.

1.6. „Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. "Day" means calendar day.

1.8. "Delivery" means delivery in compliance with the conditions of the contract or order.

1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10. "Delivery into consignee's store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin, and which action has the potential to harm the local industries in the RSA.

1.12. "Force majeure" means an event beyond the control of the supplier, not involving the supplier"s fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. "GCC" means the General Conditions of Contract.

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

1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

1.20. "Project site", where applicable, means the place indicated in bidding documents.

1.21. "Purchaser" means the organisation purchasing the goods.

1.22. "Republic" means the Republic of South Africa.

1.23. "SCC" means the Special Conditions of Contract.

1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance, and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

Commission for Gender Equality
A society free from gender oppression and inequality

3.1. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance Security

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

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

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

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

b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

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

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

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall

Commission for Gender Equality
A society free from gender oppression and inequality

be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods" final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental Services

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

a. performance or supervision of on-site assembly, and/or commissioning of the supplied goods;

b. furnishing of tools required for the assembly and/or maintenance of the supplied goods;

c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

d. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts



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

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

b) in the event of termination of production of the spare parts:

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

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

15. Warranty

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

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

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

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

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in the

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

16. Payment

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

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



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

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

Commission for Gender Equality
A society free from gender oppression and inequality

17. Prices

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

18. Contract Amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during the performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his or her discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure, outside of the contract, small quantities of supplies; or to have minor essential services executed if an emergency arises, or the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC



Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

Commission for Gender Equality
A society free from gender oppression and inequality

22. Penalties

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

23. Termination for default

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

a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

b) if the supplier fails to perform any other obligation(s) under the contract; or

c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

Commission for Gender Equality
A society free from gender oppression and inequality

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

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

i. the name and address of the supplier and/or person restricted by the purchaser;
ii. the date of commencement of the restriction;
iii. the period of restriction; and
iv. the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period of not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if, and to the extent that,

his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

Commission for Gender Equality
A society free from gender oppression and inequality

26. Termination for insolvency

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

27. Settlement of Disputes

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve such dispute or difference amicably, by mutual consultation.

27.2. If, after 30 (thirty) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings here in

a. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

b. the purchaser shall pay the supplier any monies due to the supplier

28. Limitation of Liability

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

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

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

29. Governing language

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

30. Applicable Law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail, and any other notice to him shall be posted by ordinary mail, to the address furnished in his bid or to the address notified later by him in writing; and such posting shall be deemed to be proper service of such notice.

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice

32. Taxes and Duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, licence fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act, Act 89 of 1998, as amended, an agreement between or concerted practice by firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is/are or a contractor(s) was/were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act, Act 89 of 1998.

34.3. If a bidder(s) or contractor(s) has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding 10 (ten) years and/or claim damages from the bidder(s) or contractor(s) concerned.

Commission for Gender Equality
A society free from gender oppression and inequality.

11.ANNEXURES 1

SBD 6.1

Commission for Gender Equality
A society free from gender oppression and inequality

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

Commission for Gender Equality
A society free from gender oppression and inequality

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% black women owned	7	
100% Owned by black persons with disabilities	5	
100% Black youth owned	5	
100% Black owned	3	
None Specified	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the

company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

Commission for Gender Equality
A society free from gender oppression and inequality

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....
.....
.....
.....

ANNEXURE 2 (SBD 8)

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 *audi alteram partem* 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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
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**

Commission for Gender Equality
A society free from gender oppression and inequality

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

……
……
……

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

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	**Status (active/inactive/deleted)**

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification**.**

3 GENERAL DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality,

quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

……	……
Signature	Date
……	……...
Designation	Name of bidder

ANNEXURE 4

Contract Price Adjustment & Rate of Exchange Variations

1. Bidders are requested to quote firm prices effective 01 April 2026 for a period of 36 months.

   The dates of future annual reviews and their notice periods shall be detailed in a covering letter. Any future increases in these prices during the three year contract period shall be inflation linked. Bidders are requested to quote a formula, referenced to Statistics South Africa CPI index, which shall be used for calculating any future annual price increases on the dates of annual review.

2. Separate prices shall be submitted for each item reflected on the pricing schedule (pages 10 – 12) and the method of calculation of the prices quoted must be attached to the tender document.

3. Any costs applicable to implementation of new systems and procedures, including the cost of training the CGE staff, computer hardware and software etc. should be shown separately from transaction costs.

4. All prices shall be VAT INCLUSIVE.

ANNEXURE 5 (SBD 9)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) must form part of all bids[1] 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.

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.
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 consortium[3] 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:

Commission for Gender Equality
A society free from gender oppression and inequality

(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.

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

ANNEXURE 6

List of other documents attached by the bidder

The bidder has attached to this schedule the following additional documentation:		
	Date of Document	**Title of Document or Description**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		