



SOUTH AFRICA

PURCHASE OF A SUITABLE NATIONAL OFFICE ACCOMMODATION FOR THE ELECTORAL COMMISSION

VOLUME 1 OF 3:

INSTRUCTION TO BIDDERS

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VOLUME 1 CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions:

- Tick in the relevant block below, the documents and schedules that form part of your response.
- Use the prescribed sequence in attaching the Annexures that complete the Proposal Document. Add this checklist as a contents page to inform the Annexures. Develop a main summary document highlighting the property on offer.

ANNEXURES	ITEM	TENDER REFERENCE SECTIONS	CHECK BOX (✓) OR STATEMENT THAT IT IS NOT APPLICABLE / THERE ARE NO ITEMS THAT THE ELECTORAL COMMISSION SHOULD BE AWARE OF
Main summary document			
LEGAL			
Annexure A.	Proof of ownership of building	Volume 1: Section 15.1.3	
Annexure B.	Marked up Offer to Purchase	Volume 1: Section 11.2 and Volume 2	
Annexure C.	Rates and Taxes (Statements not older than 3 months from date of issue of the Tender)	Volume 1: Section 16.10.1 and Volume 2	
Annexure D.	Levy Statement (not older than 3 months from date of issue of the Tender) if property in an office block	Volume 1: Section 16.10.1 and Volume 2	
Annexure E.	Declaration of any liens against the property	Volume 1: Section 16.10.1 and Volume 2	
Annexure F.	A schedule of legal/litigation disputes involving the property (pending) at the date of bid submission or letter declaring that there are no disputes	Volume 1: Section 16.10.1 and Volume 2	

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ANNEXURES	ITEM	TENDER REFERENCE SECTIONS	CHECK BOX (✓) OR STATEMENT THAT IT IS NOT APPLICABLE / THERE ARE NO ITEMS THAT THE ELECTORAL COMMISSION SHOULD BE AWARE OF
Annexure G.	Declaration of threatened litigation (involving the property)	Volume 1: Section 16.10.1 and Volume 2	
Annexure H.	Resolution to sign bid	Volume 1: Section 8.1.1 and 8.1.2	
TECHNICAL			
Annexure I.	Building Details	Volume 3: Section A	
Annexure J.	Space planning layouts	Volume 3: Section C	
Annexure K.	Zoning and town planning for building being proposed	Volume 3: Section B	
Annexure L.	Accessibility	Volume 1: Section 12	
Annexure M.	Safety and security	Volume 3: Section EE5	
Annexure N.	Urban Environment	Volume 3: Section B	
Annexure O.	Building Condition	Volume 3 Section B Volume 1: Section 10	
Annexure P.	Additional items to be completed by Bidder (if any)	Include, as applicable	
REFURBISHMENT AND FIT OUT			
Annexure Q.	Scope of Works	Volume 1: Section 10.9 10.7 and Volume 3	
Annexure R.	Project Programme for fit out	Volume 1: Section, 14.4 , Annexure Z and Volume 3	
Annexure S.	Move Programme	Volume 1: Section 10.9.4, Annexure Z and Volume 3	
Annexure T.	Initial payment schedule linked to programme deliverables and milestones (to be included	Volume 1: Section 8.2.2. and Volume 3	

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ANNEXURES	ITEM	TENDER REFERENCE SECTIONS	CHECK BOX (✓) OR STATEMENT THAT IT IS NOT APPLICABLE / THERE ARE NO ITEMS THAT THE ELECTORAL COMMISSION SHOULD BE AWARE OF
	in the Financial Proposal ONLY)		
GENERAL			
Annexure U.	Security agreement or guarantees involving the property	Volume 1: Section 8.2.2.5	
Annexure V.	Declaration of any other material information that Electoral Commission may need to know involving the property	Include declaration	
Annexure W.	Declaration of existing occupants/tenants in the building and plan to exit from existing agreements (extracts from the existing tenants' leases to be included as supporting evidence).	Include declaration	
Annexure X.	Certificate of Compliance i.e. electrical, mechanical, life, gas etc.	Volume 2 section 12.5.1	
TECHNICAL AND FINANCIAL PROPOSAL GUIDELINES			
Annexure Y.	Pro Forma Financial Proposal (to be included in the Financial Proposal ONLY)	Volume 1: Section 8.2.2	
Annexure Z.	Technical Proposal guidelines	Volume 1: Section 8.2.1	
Annexure AA.	Project reference	Volume 1: Section 16 .7 Bidders to submit previous project references.	

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1 GLOSSARY OF TERMS

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

- 1.1 “Advisor”** means the advisors appointed by the Electoral Commission (Electoral Commission), to provide advisory services in relation to the Project.
- 1.2 “B-BBEE”** means the *Broad-Based Black Economic Empowerment Act, 2003* (Act No. 53 of 2003); together with the *Broad-Based Black Economic Empowerment Amendment Act, 2013* (Act No. 46 of 2013).
- 1.3 “Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of services, works, or goods through price quotations and advertised competitive bidding processes.
- 1.4 “Bidder”** means a legal entity/joint venture/consortium who having received the Tender intends to respond thereto by submitting a proposal in writing.
- 1.5 “Black People”** has the meaning defined in the *Broad Based Black Economic Empowerment Act 53 of 2003*.
- 1.6 “Commercial Close”** means the date of signature of the Offer to Purchase Agreement for the Project, and if signed on different dates, the last of such dates, pending the property being registered with the Deed Office.
- 1.7 “Consortium or Joint Venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill, and knowledge in an activity for the execution of a contract.

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- 1.8 “Constitution”** means the *Constitution of the Republic of South Africa, Act 108 of 1996*.
- 1.9 “Commission”** means the Electoral Commission established by section 6 (1) of the *Electoral Commission Act 51 of 1996, i.e.,* the Commissioners.
- 1.10 “CTMM”** Means the City of Tshwane Metropolitan Municipality.
- 1.11 “Electoral Commission”** means an independent constitutional body established under section 3 of *Electoral Commission Act 51 of 1996*.
- 1.12 “Financial Close”** means the date, following Commercial Close, on which the last of the condition’s precedent in the Offer to Purchase Agreement is fulfilled, or waived, as the case may be and the property is transferred through the Deed office.
- 1.13 “Government”** means the Government of South Africa constituted in terms of the *Constitution*, any one or more of the three spheres of Government being national, provincial, and municipal.
- 1.14 “GTAC”** Means the Government Technical Advisory Centre.
- 1.15 “Lead Member”** means the only person authorised to act on behalf of, make legal statements and receive instructions for and on behalf of the consortium or joint venture. Documents signed by the Lead Member shall be legally binding on all the constituent members of the consortium or joint venture.
- 1.16 “Management Control”** means, in relation to any enterprise, the ability to direct or cause the direction of the business and management policies or practices of the enterprise.
- 1.17 “Member”** means, with respect to a Bidder, a Consortium, each member thereof, including each Relevant Entity. No

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Non-Governmental Organisations, Government and Political Parties members.

- 1.18 “MOMFA”** means the method of measuring floor areas.
- 1.19 “Offer to Purchase Agreement”** means the agreement to be entered into by the Electoral Commission with the successful Bidder for the Purchase of Suitable Office Accommodation for the National office as contemplated in Volume 2: Offer to Purchase Agreement, of the Tender documentation.
- 1.20 “PAMA”** means the *Public Administration Management Act, 2014*.
- 1.21 “PFMA”** means the *Public Finance Management Act, 1 of 1999*.
- 1.22 “Preferred Location”** means an area within an 8 km radius from the centre of Centurion Central (-25.857811 28.184217) in the City of Tshwane Metropolitan Municipality.
- 1.23 “Project”** means the purchase of the suitable Office Accommodation for the National office of Electoral Commission, the refurbishment and fit out of the building as well as the relocation. The Bidder will also be responsible for the coordination and interface with the nominated ICT contractor of the Electoral Commission during the fit-out period.
- 1.24 “Project Manager”** Means an Official or representative authorised by the Electoral Commission to interact with Bidders for this Tender as named in this document.
- 1.25 “PPPFA”** means the *Preferential Procurement Policy Framework Act of 2000*.
- 1.26 “Rand(s)”** means the South African Rand, being the official currency of South Africa.

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1.27 “Recommended Bidder” means the Bidder who following evaluation of its proposal in response to the Tender is selected by the Electoral Commission as the party with whom to conclude the Offer to Purchase Agreement subject to the completion of a successful due diligence audit

1.28 “SAPOA” means the South African Property Owners Association.

1.29 “Tender” means this Request for Proposals issued by the Electoral Commission, made available to Bidders, which is made up of the following:

- (i) Volume 1 of 3: Instructions to Bidders;
- (ii) Volume 2 of 3: Offer to Purchase Agreement;
and
- (iii) Volume 3 of 3: Technical Output Specifications,

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2 IMPORTANT NOTICE

- 2.1** The Electoral Commission provides the information which is contained in or sent with this Tender, or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.
- 2.2** This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the Electoral Commission to Bidders on the condition that it is used solely for this procurement process and for no other purpose. The Electoral Commission is not obliged to accept any response to this Tender.
- 2.3** This Tender describes the process, programme and anticipated timetable relating to the procurement of the Project and the requirements of the Electoral Commission. The project programme is included in Volume 1 section 14.3.
- 2.4** Bidders to be fully acquainted with the laws of South Africa (including without limitation, all statutes and regulations on a national, provincial, and municipal level).
- 2.5** Bidders are therefore, at any stage of the Project, permitted to request any additional information, advice, or opinion through the Tender Liaison Process in Section 7. Bidders are not entitled to request such information from any of the officials, employees, or Advisors of the Electoral Commission.
- 2.6** The Bidder should not consider this Tender as an investment recommendation by the Electoral Commission, its officials, employees, or any of its advisors.
- 2.7** Each Bidder to whom this Tender (and other related documents) is made available must make his, her or its own independent assessment of the Project.
- 2.8** While reasonable care has been taken in preparing this Tender and other related document, it does not purport to be comprehensive. The Electoral Commission, its officials, employees, or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this Tender or other related documents.
- 2.9** No representation or warranty, express or implied, is or will be given by the Electoral Commission, or any of its officers, employees, consultants, or advisors with respect to the information or opinions contained in this Tender or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 2.10** The Electoral Commission reserves the right to amend, modify or withdraw this Tender, or terminate any of the procedures or requirements of the Tender at

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any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.

- 2.11** If any Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the Electoral Commission, Consultant or Advisors to the Electoral Commission on the Project either directly or through an intermediary then, such Bidder or Bidders will be disqualified forthwith from participating in the procurement of the Project.
- 2.12** The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the *Competition Act Number 89 of 1998*, which prohibits 'collusive tendering'. If any Bidder, its employees, advisors or agents is found to be complicit in 'collusive tendering', either directly or through an intermediary then, such Bidder or Bidders will be disqualified forthwith from participating in the procurement of the Project.
- 2.13** Should the Bidder have more than one building, the Bidder will be required to submit separate Bids for each building.
- 2.14** The Proposal shall comprise two Parts, namely the Technical Proposal and the Financial Proposal. These two Proposals shall be submitted simultaneously in two separate sealed envelopes or boxes. One envelope/box shall contain only information relating to the Technical Proposal and the other, only information relating to the Financial Proposal.

3 BIDDERS' DUE DILIGENCE

- 3.1** Bidders must perform an appropriate due diligence on all technical, legal, financial, environmental, town planning, and other matters relevant to the Project to enable Bidders to submit proposals that are based on verified and accurate information. Any financial implication associated with this shall be borne by the Bidder.
- 3.2** Upon receipt of proposals from Bidders, the Electoral Commission will assume that the Bidder has sufficiently familiarised themselves with the content of the Tender, its Volumes, schedules, and related annexures.

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4 REGISTERING TO BID

4.1 REGISTERING TO RECEIVE BRIEFING NOTES

4.1.1 Attendance of the Compulsory Briefing Session (section 4.2) shall serve as registration to participate in this Tender. Bidders are requested to ensure that they complete the attendance register as evidence of having attended the Compulsory Briefing Session. Upon completion of the attendance register, Bidders are requested to complete the register clearly indicating the entity/entities that they are representing.

4.1.2 The required details of the Bidder for registration are:

Bidder name

Email address

Contact details

4.2 COMPULSORY BRIEFING SESSION

4.2.1 Bidders are required to attend a compulsory briefing session on:

Date: **23 September 2026**

Venue: **Electoral Commission National office, Election House; 1303 Heuwel Avenue, Riverside Office Park, Centurion, 0157**

Time: **11h00**

5 BID DOCUMENTS

5.1 Tender documents are obtainable from the Electoral Commission website: <https://votaquotes.elections.org.za> and National Treasury e-tender portal. Bidders must ensure that the Tender documents are printed in full, including the footer.

6 SUBMISSION OF PROPOSALS

6.1 Closing date and Time

Bidders must submit their proposals by the **8 December 2026** not later than **11h00** at **Reception, Electoral Commission National Office, Centurion** in the **TENDER BOX OR A DESIGNATED ROOM WHERE APPOINTED OFFICIALS SHALL RECORD THE SUBMISSIONS. ALL SUBMISSIONS MUST COMPLY WITH THE REQUIREMENTS IN PARAGRAPH 8.1.3 (FORMAT OF SUBMISSION) OF THIS Tender.**

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Venue: **Electoral Commission National office, Election House; 1303 Heuwel Avenue, Riverside Office Park, Centurion, 0157**

Faxed and Emailed submissions will **NOT** be accepted.

6.2 Postponement of closing date

The Electoral Commission reserves the right to postpone the submission date as indicated in Clause 6.1 above, however, Bidders should not pre-empt or rely on any postponements of the submission date as the Electoral Commission does not foresee any reasons for postponement at this stage.

6.3 Separate submission of Technical and Financial Proposals

The Proposal shall comprise two Parts, namely the Technical Proposal and the Financial Proposal. These two Proposals shall be submitted simultaneously in two separate sealed envelopes or boxes. One envelope/box shall contain only information relating to the Technical Proposal and the other, only information relating to the Financial Proposal.

6.4 Late submissions

No late submissions will be accepted by the Electoral Commission.

6.5 Incomplete submissions

Incomplete submissions, namely submissions that do not contain a response as contemplated in this Tender will be marked as incomplete at any stage of the evaluation process and be rejected.

6.6 Proposals to be considered

Only proposals submitted by Bidders, **BY THE STIPULATED CLOSING DATE AND TIME** will be considered for evaluation.

6.7 Correction of Errors

The complete Proposals shall be submitted without alterations, erasures, or omissions, except those to accord with instructions issued by the SCM Manager through Briefing Notes, in which case, such corrections shall be initialled in original ink by the person or persons signing the proposal.

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6.8 Cost of Submitting Proposals

- 6.8.1 Each Bidder, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its proposal(s), including all its own costs incurred on any of the stages in the procurement process.
- 6.8.2 Should the process be terminated at any stage as a result of it being determined through an investigative process that any Bidders are tainted by the corrupt activities of one or more of the Bidders and/or Member(s) whether in breach of the provisions of this Tender or other applicable legal requirements, then the Electoral Commission shall have the right to recover from the said Bidder and/or Member(s) whose conduct has tainted the process any other damages or costs to the Electoral Commission flowing from such termination.

7 TENDER LIAISON PROCESS

- 7.1.1 The Electoral Commission has implemented the following liaison process:
- 7.1.2 Bidders must address all correspondence relating to this Project to the following people as indicated below:
SCM Manager: Mr. Vincent Qwabe
E-mail: noa.enquiries@elections.org.za
- 7.1.3 **All correspondence from the Bidder must be addressed to the SCM Manager by an authorised person or persons, legally binding the Bidder.**
- 7.1.4 Any additional information, responses to queries and/or changes to the Tender will be communicated to Bidders in the form of Briefing Notes. Bidders are advised to ensure that they have received all issued Briefing Notes. All questions, clarifications and briefing notes will be published on our website and made available to all Bidders who attended the compulsory briefing session, to ensure a fair, transparent and competitive bidding process.
- 7.1.5 Bidders may ask for clarification on this Tender invitation up to **14 (fourteen) business days before the closing date** specified for this Tender.
- 7.1.6 Any additional information, responses to questions and clarification to Bidders will be communicated through briefing notes. The briefing notes will be issued on a weekly basis, save when there is no additional information, questions or clarifications, in such instances, there will be no briefing notes issued.

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8 GENERAL PROPOSAL REQUIREMENTS

8.1 Format of Proposals

8.1.1 Signing requirements of a single entity

8.1.1.1 Where the Bidder is a single legal entity, the principal or person(s) duly authorised to legally bind the legal entity concerned shall sign the original proposal. Each such person or persons shall be properly authorised to sign such documentation by way of a formal resolution by the board of directors, or its equivalent, of the organisation concerned. Copies of such an authorisation, authorising the signatory to the proposal, resolution, properly dated, must accompany each proposal in the format provided in the Tender as per section 8.1.3.7.

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

8.1.2 Signing requirements of a consortium or joint venture

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

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

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

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

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

8.1.3 Format of submissions

8.1.3.1 Bidders are requested to submit their proposals in a clearly structured way. All parts of the proposal are to be clearly headed, pages must be numbered, and a detailed content listing is to be provided. The bids

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should follow a consistent numbering system (Volumes, sections, headings, paragraphs, sub-paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and in terms of clarification questions, etc. Proposals should follow the annexures list as provided in pages 2 – 4 (Checklist of returnable schedules and documents) this Tender; and

8.1.3.2 All proposals must be submitted in the format as prescribed (in PDF and Volume 2 must be in MS Word or Microsoft compatible products) and according to the following instructions: **1 (one) original bid proposal** printed and compiled in an arch lever file and **4 (four) hard copies** in arch lever files thereof clearly marked as 'original', and each copy marked as 'copy 1', 'copy 2', etc.); respectively and full **1 (one) electronic copy** (PDF) saved in a memory stick clearly marked with the Bidder's name.

8.1.3.3 Only proposals completed in English will be accepted.

8.1.3.4 The onus is on the Bidder to submit all relevant information.

8.1.3.5 Bidders must warrant that copy 1, 2, 3 and 4 and together with the electronic copy, are identical to the submitted original. It shall be accepted that any inconsistency between the original submission and any copy(ies), **the original will be taken as the correct document**.

8.1.3.6 Bidders are nonetheless requested to avoid unnecessary duplication or repetition of information, and not to submit irrelevant information.

8.1.3.7 A cover letter with contact details for all authorised person(s) representing the Entity/Bidder should be submitted.

8.1.4 Identification of Proposal document

8.1.4.1 Bidders should prepare and submit proposals that are clearly and visibly identifiable as a **Proposal for Tender Number EC-SS-01/2026** and include the following information on the outside of the Proposal:

Name of the Bidder;

Tender number;

Tender description;

"Original" or "Copy" clearly indicated;

Date of submission; and

Identification of each Proposal parcel.

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8.1.4.2 Each and every Proposal parcel included in the proposal document should clearly indicate the following information:

Name of Bidder;

Tender number;

Bid description;

“Original” or “Copy” clearly indicated; and

Parcel identification including Volume description.

8.2 Standard Proposals to be Submitted

Bidders should prepare and submit a standard Proposal that includes amongst other things the **Mandatory Response Requirements stipulated in Section 15 of this Tender**.

8.3 Preparation of the Technical and Financial Proposal

8.3.1 Bidders must refer to Annexure Z for the preparation of the Technical Proposal.

8.3.2 Preparation of the Financial Proposal shall be as follows:

8.3.2.1 Documents

Comprising
the Financial
Proposal

8.3.2.1.1 The Financial Part shall comprise the following:

- (a) **Letter of Financial Proposal**
- (b) **Bid Proposal - Price**
- (c) **Initial payment schedule** linked to programme deliverables and milestones
- (d) **Financial Disclosure**
- (e) **Other:** any other document required

8.3.2.2 Letter
Financial
Proposal

8.3.2.2.1 The Bidder shall write a Letter of Financial Proposal and - use the relevant forms furnished in Annexure Y, Proposal Forms - Financial. The forms must be completed without any alterations to detail or price. All spaces in the document shall be completed with the information requested. Where the information required is not applicable, same must be denoted as N/A.

8.3.2.3 Bid Proposal
Price

8.3.2.3.1 Bidders shall price for the entire Works on a “single responsibility” basis such that the total lump sum Bid price, subject to any adjustments, in accordance

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with the Contract, that covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender Document in respect of the purchase of the building, conveyancer and transfer costs, design, manufacture, including procurement and subcontracting (if any), delivery, fit out construction, commissioning and completion of the Project.

8.3.2.3.2 This will be broken down into three distinct sub prices:

- (a) The Purchase price for the building;
- (b) The fit-out costs;
- (c) Relocation/Move management; and
- (d) Other costs, conveyancer's costs, transfer costs, maintenance upgrade costs that the Seller wishes to include if not included in the purchase price etc.

8.3.2.3.3 The Purchase costs include the price for the purchase of the Building as a "box" including all costs that are to the Seller's account, i.e., demolition costs for existing fit out.

8.3.2.3.4 The Fit out costs include all requirements under the Bidder's responsibilities for space planning, preliminary and final design of all professionals, manufacture, including procurement and subcontracting (if any), delivery, fit out construction, testing, pre-commissioning and commissioning (as applicable) of the Project and, where so required by the Tender Document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Document.

8.3.2.3.5 Bidders shall give a breakdown of the Fit out costs in a separate Payment Schedule which shall include all required priced activities and with any further breakdown prices for sub activities, as appropriate. The total of the prices of the items in the Payment

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Schedule is the Bidder's offer to complete the Project on a "single responsibility" basis. The Fit-out Price will be paid as per Volume 2: Annexure C2 (Payment Milestone Schedule), monthly upon certification by the Certifiers within 30 days after approval of the invoice. The cost of any items that the Bidder may have omitted is deemed to be included in the Payment Schedule and will not be paid for separately by the Electoral Commission.

8.3.2.3.6 The prices shall preferably be fixed in Rands. Should major components be subject to exchange rate variation, a full explanation as a separate item shall be included in an addendum to the Payment Schedule

8.3.2.3.7 In the case of **Bid Proposal Price**, prices for the two major components as per the table contained in Annexure Y, namely the Purchase price and the Fit out costs quoted by the Bidder shall be fixed during the negotiations for the contract based on any deficiencies identified during the evaluation and not subject to variation on any account thereafter except if signed off as a written formal variation by the Electoral Commission.

8.3.2.4 Proposal
Currencies

8.3.2.4.1 Bidders may be required by the Purchaser to justify, to the Purchaser's satisfaction, their foreign currency requirements, and to substantiate that the amounts included in the Payment Schedule Activities and Sub-activities to the Bid submission are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidder.

8.3.2.5 Performance
Guarantee

8.3.2.5.1 The Bidder shall furnish, before contract signature, in original form a Performance Guarantee to the value of 10% of the fit out works from a local South African financial institution.

8.3.2.5.2 The Performance Guarantee specified above shall be a demand guarantee in any of the following forms at the Bidder's option:

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- (a) an unconditional guarantee issued by a bank or a non-bank financial institution (such as insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) cash put into a trust account with an independent institution; or
- (d) another security as agreed between the parties from a reputable source in South Africa.

In the case of a bank guarantee, it shall be submitted in a format approved by the Purchaser prior to the Contract Award. The form must include the complete name of the Bidder. The bank guarantee shall be valid for twenty-eight days (28) beyond the original date of expiry of the fit out period. The Performance Guarantee of the Bidder shall be returned as promptly as possible once the successful move has taken place.

The Bank Guarantee may be forfeited if the successful Bidder's fit out sub-contractor does not successfully complete the fit out in the time period specified.

8.3.2.6 Submission, Sealing and Marking of Proposals

8.3.2.6.1 Submission, sealing and marking of proposals

- (a) The Bidder shall deliver the Proposal in two separate, sealed envelopes or boxes. One envelope/box containing the Technical Bid and the other, a sealed envelope containing the Financial Bid. These two submissions shall be enclosed in a sealed outer box and clearly marked.
- (b) In addition, the Bidder shall prepare copies of the Proposal, in the number specified in this document.
- (c) Copies of the Technical Part shall be placed in the box marked "Original: Technical Proposal" or in a separate box if necessary marked "Copies: Technical Proposal".

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- (d) Copies of the Financial Proposal shall be placed in a separate sealed envelope marked “Copies: Financial Proposal” or include these with the Original Financial Proposal. If the copies of the Financial Proposal are separate the Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “Financial Proposal – Original & Copies”.
- (e) In the event of any discrepancy between the original and the copies, the original shall prevail.

9 TENDER VALIDITY

9.1 Validity Period

- 9.1.1 The Bid submission, including the price, shall remain valid and open for acceptance for a period of **10 (ten) months (300 Calendar days)** from the closing date, and any agreed extension of the validity period.

9.2 Extensions to the Validity Period

- 9.2.1 The Electoral Commission may, in exceptional circumstances, request the Bidder/s for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.

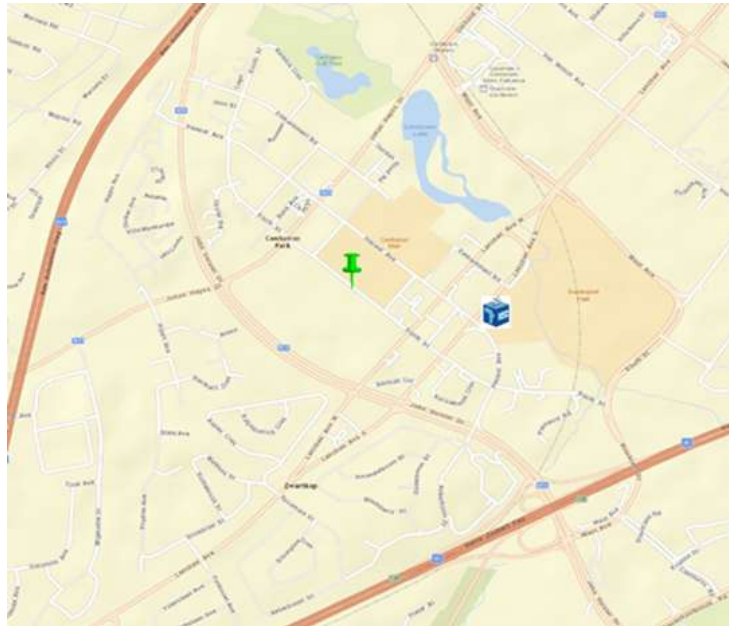
10 PROJECT BACKGROUND

- 10.1 The Electoral Commission is an independent constitutional body established under Section 3 of Electoral Commission Act to manage free and fair elections of legislative bodies.
- 10.2 The Electoral Commissions’ national office is located in the City of Tshwane Metropolitan Municipality (CTMM). The Electoral Commission is currently located at, Riverside Office Park, 1303 Heuwel Avenue, Centurion, 0157, refer to Figure 10-1.

Figure 10-1: Electoral Commission current national office location

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- 10.3** The Electoral Commission is seeking to discontinue the leasing of office accommodation for its national office and has resolved to embark on an outright purchase of a suitable property for the Electoral Commission national office as per the Definition of the Preferred Location Definition 1.22 of this Tender.
- 10.4** The Electoral Commission national office currently operates on a lease agreement with the Property Owner. This situation is far from ideal based on the mandate and the statutory functions of the Electoral Commission. After almost 28 years of the Electoral Commission being operational this national office accommodation situation requires that the Electoral Commission stabilises its physical national office location and is strategically located, for accessibility to all Stakeholders in a high-performance environment and reduces the exposure to vulnerabilities of the Electoral Commission, its staff and stakeholders.
- 10.5** In order to deliver on the mandate of the Electoral Commission and to optimize services to stakeholders, and as part of value for government it is critical that the Electoral Commission office accommodation infrastructure is adequate and efficient.
- 10.6** The Electoral Commission has therefore resolved to acquire new office accommodation for the Electoral Commission national office through the purchase of an existing building within the agreed timelines. The Electoral Commission has prepared the needs for the national office specifications as set out in this Tender Specification.
- 10.7** The Electoral Commission engaged GTAC and technical resources in respect of the Project, to advise the Electoral Commission on the procurement process and to conclude the Offer to Purchase Agreement, the property transfer through the

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Deeds Office, envisage refurbishment and fit out, and move management related to the Project.

10.8 Understanding User Needs

- 10.8.1 The feasibility study conducted by the Electoral Commission indicated the Electoral Commission’s needs determination and space planning assessment to ensure operational functionality at a national level. The Electoral Commission requires property that should be at least **10 115 m²** excluding parking requirements which are detailed in paragraph 10.8.9. The Electoral Commission has determined a **15%** tolerance range for the accommodation needs. The Electoral Commission will only pay for a maximum of **11 633 m²** regardless of the size of the building, for any facilities greater in size of the tolerance range. Grade P or A building with upgrades to a 4-star green building will be considered. The GLA will be measured in accordance with SAPOA Method for Measuring Floor Areas (MOMFA) for Offices. The square meters indicate the intended offices, workspace, support and special areas provided in the new Electoral Commission national office specifications Volume 3 of 3 technical outputs documentation.
- 10.8.2 The office accommodation must cater for a combination of general open plan environments (for staff workstations, filing cabinets and several high-density filing cabinets) and enclosed offices for identified persons.
- 10.8.3 No warehouse or industrial type buildings will be accepted.
- 10.8.4 The Technical Output Specifications are highlighted in Volume 3.
- 10.8.5 The Electoral Commission national office should have the capacity to accommodate approximately 295 people including contract workers and temporary staff.
- 10.8.6 The accommodation schedule, general and room data sheets are included in Volume 3: Section 3 C, E, F and G.
- 10.8.7 The new Electoral Commission national office will furthermore incorporate design, construction and operational practices that will significantly reduce or eliminate the negative impact of the development on the environment and people. The building will have backup power and should be energy efficient, resource efficient, and environmentally responsible.
- 10.8.8 The space calculations include the accommodation of the Electoral Commission’s future growth, estimated at 10% over the next 10 years in Volume 3 Table 1.

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- 10.8.9 The property should make allowance for a minimum of three-hundred and sixty-five (365) parking bays and must be broken down approximately as follow; one hundred and fifty (150) safe basement parking bays, one hundred and forty-five (145) undercover parking bays for staff (including pool vehicles) and seventy (70) open or covered visitors parking bays and be in compliance with the CTMM parking by laws.

10.9 Scope of the Services

The procuring of Electoral Commission office accommodation for national office provides for the outright purchase of a quality office facility including the following as described in Volume 3 of 3: Technical Output document:

- 10.9.1 Purchase of a quality office facility including the fit out as described in this document.
- 10.9.2 The Bidder will provide project management services.
- 10.9.3 The Bidder will carry out the full fit out design and construction for the purpose of the office environment.
- 10.9.4 The Bidder will also manage and carry out the office relocation service.
- 10.9.5 The Bidder will also be responsible for liaising and coordinating and integrating the Project Programmes with the Electoral Commission approved ICT contractor.

10.10 Project Objectives and Goals

- 10.10.1 The primary objective of issuing this Tender is for the Electoral Commission to conclude an Offer To Purchase Agreement with a suitably qualified Recommended Bidder with a responsive proposal.
- 10.10.2 The Project is planned to actively promote a range of Electoral Commission objectives, which are outlined on the Electoral Commission's website.
- 10.10.3 The Electoral Commission has identified Project goals which are imperative to the development of the Project.
- 10.10.4 The Project goals are as follows:
- 10.10.4.1 procurement of a cost effective, consolidated and compliant working environment within an optimal project structure; and
 - 10.10.4.2 successful achievement of the Volume 3: Technical Output Specifications developed for the Project.

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10.10.5 The successful Bidder will carry out the full fit out, space planning, project management, relocation, preliminary and final design, and construction for the purpose of a refurbished office environment.

11 LEGAL FRAMEWORK OF THE PROJECT

11.1 It is the intention of the Electoral Commission upon receipt of proposals to consider and evaluate the proposals from Bidders, and thereafter to appoint a Recommended Bidder, having regard to the extent to which each proposal is likely to achieve the Project objectives and goals, applying the qualification and evaluation criteria stipulated in section 16 of this Tender.

11.2 Finalising the Offer to Purchase Agreement

11.2.1 Bidders may only make comments and mark up the Offer To Purchase Agreement (**Volume 2**) on commercial issues. If Bidders have made any such comments or mark- ups their response/s should be attached as **Annexure B** (Comments and Mark-ups on Commercial Issues).

11.2.2 Mark-ups and Comments to the Offer To Purchase Agreement should be marked up and presented in hard copy and electronically in MS Word format, 2003 version or later on the memory stick together with the full response as per clause 8.1.3.

11.2.3 In the event that proposed changes are made in the Offer To Purchase, they should be marked up with track changes. Sections in the Offer To Purchase that have not been marked up with tracked changes will be considered to have been accepted as issued and no further negotiations will be entered into if the Bidder is selected as the Recommended Bidder.

11.2.4 Each mark-up is to be motivated by way of a consecutively numbered footnote to the change.

11.2.5 Word processor changes should be in the following format:

11.2.5.1.1 deletion - strike through and tracked;

11.2.5.1.2 insertions - underlined, in bold and tracked; and

11.2.6 comments/reasons for changes - footnote, to be inserted immediately after the proposed change, and inserted as an "Insertion" (i.e., underlined, in bold and tracked).

11.2.7 Bidders are not allowed to re-number any provisions of the Offer to Purchase Agreement.

12 PREFERRED LOCATION AND BUILDING TYPE

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12.1 Means the description as per Definition 1.22.

12.1.1 A stand-alone building or a series of linked adjacent buildings or be able to be transformed into a standalone campus in the case of an office park environment. Further details are contained in Volume 3, Section 3.

12.1.2 The Preferred Location is:

12.1.2.1 Accessible to and from public transport arteries, Gautrain and Public Transport.

12.1.2.2 Easy access to main highways such as N14, R21 and N1 and appropriate access to main arterials.

12.1.2.3 In proximity to eating facilities, schools, banks, general medical facilities.

12.1.2.4 Situated in the proximity of 10 km radius to a police station from the Bidder's proposed building location, for immediate reaction for vulnerability during protests.

12.1.2.5 Able to provide alternative access and exit for ease of access control during protests and picketing.

12.1.2.6 Able to have universal access for people with disabilities. The toilets, ramps and parking facilities must be disability friendly.

12.1.2.7 Adequate with safe parking for both visitors and employees.

13 TECHNICAL OUTPUT SPECIFICATIONS OF THE PROJECT

13.1 Volume 3 of the Tender document sets out the specific requirements for the Electoral Commissions' national office which includes the space, architectural, structural requirements, space planning requirements and fit out requirements, project management and relocation plan.

14 PROCUREMENT PROCESS AND PROJECT PROGRAMME

14.1 Procurement Process

14.1.1 The Project procurement process philosophy is based, amongst other things, on the following considerations:

14.1.1.1 an accelerated procurement strategy being adopted;

14.1.1.2 extensive Bidder interaction at an early stage being introduced;

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- 14.1.1.3 curtailed negotiation phase with prompt Commercial Close being pursued by the Electoral Commission; and
 - 14.1.1.4 Bidder commitment to the Commercial Close programme.
- 14.1.2 The Project procurement process consists of the following phases:
- 14.1.2.1 publication of the Tender;
 - 14.1.2.2 submission of Bids;
 - 14.1.2.3 evaluation of Bids;
 - 14.1.2.4 Letter of Intent to Recommended Bidder;
 - 14.1.2.5 negotiation, commercial close and Contract Award; and
 - 14.1.2.6 Should the negotiation with the Recommended Bidder not be successful, the Electoral Commission reserves the right to go to the next qualifying Bidder as identified in Section 14.1.2.3 to negotiate.

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14.2 Meetings

14.2.1 Bidder meetings

14.2.1.1 In order to ensure that the submission date deadline is met and to enable well thought through and thorough proposals, the procurement process envisages on-going interactions with Bidders that are structured in such a way so as to not prejudice the process or compromise the competitive position of any Bidder, but that will enable transparency and a competitive outcome that will benefit the Electoral Commission.

14.2.1.2 Prospective Bidders are required to attend a **compulsory briefing session** on the Project.

14.2.2 Further meetings

The Electoral Commission reserves the right to arrange any further meetings with potential Bidders who have registered as detailed in Section 4, as it may be required from time to time.

14.2.3 Briefing Notes

All information in written form provided on an ad hoc basis by the Electoral Commission whether in response to a query or otherwise will be issued in the form of a Briefing Note. Briefing Notes will be sequentially numbered. It will be the responsibility of each Bidder to ensure that it refers to and takes account of such Briefing Note(s) in any submission(s) to the Electoral Commission, or its proposal. Briefing Notes will be provided electronically to all Bidders who attended the compulsory briefing session.

14.3 Request to submit proposals

14.3.1 Prospective Bidders are required to provide a comprehensive response to the information contained in Volumes 1 to 3 and communicated in the clarification and Briefing notes.

14.3.2 Prospective Bidders should refer to the evaluation criteria as contained in section 16 of Volume 1 but should provide an integrated response from the requirements listed in Volume 3.

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14.4 Project Procurement Programme

- 14.4.1 The procurement of the National Office Accommodation, will be undertaken in a single phase, being the Tender phase, which may be at the discretion of the Electoral Commission.
- 14.4.2 The dates and milestones below are a guideline of the Project procurement program and are subject to change at the discretion of the Electoral Commission.

.	Milestones	Date
1.	Issue of Tender with an advert	9 September 2026
2.	Compulsory briefing session	29 September 2026
3.	Final date to submit queries	23 November 2026
4.	Closing date of Tender	10 December 2026
5.	Proposal evaluation, adjudication, due diligence and Selection of Recommended Bidder	30 June 2027
6.	Negotiations conclusion	30 September 2027
7.	Signing of the Offer to Purchase for the Building	30 October 2027

15 MANDATORY RESPONSE REQUIREMENTS

15.1 The Bid submissions must include requirements outlined herein, failure to do so will result in the disqualification of your bid.

- 15.1.1 Building on offer is within the 8 km radius defined in the Preferred Location (section 1.22).
- 15.1.2 The required property should be upwards of **10 115 m²**, excluding parking. The Electoral Commission has determined a 15% tolerance range for the accommodation needs. The Electoral Commission will only pay for a maximum of **11 633 m²** regardless of the size of the building, for any facilities greater than the tolerance range. Grade P or A building with upgrades to a 4-star green building will be considered. The GLA will be measured in accordance with the SAPOA Method Of Measuring Floor Areas (MOMFA) for offices.

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- 15.1.3 Proof of ownership of the building in the form of the following:
- 15.1.3.1 Either of the following Title Deed or Bank Documents (if property still bonded); and
 - 15.1.3.2 Deeds office property search print out (most recent, not more than 1 (one) month old).
- 15.1.4 A written resolution submitted in terms of:
- 15.1.4.1 The signing requirements of a single entity as detailed in section 8.1.1; or
 - 15.1.4.2 Proof of authorisation of the Lead Member to act on behalf of the consortium or a joint venture as detailed in section 8.1.2.2.
- 15.1.5 Provision of draft space planning as detailed in section C4 (a) of Volume 3 and details of the fit-out programme in terms of Annexure R of Volume 1.
- 15.1.6 The Bidder must be compliant with Annexures B, D, Q, R, S as referenced in Volume 2.
- 15.1.7 The Bidder must provide a stand-alone building or a series of adjacent standalone buildings or be able to be transformed into a standalone campus in the case of an office park environment as detailed in section 12.1.1.
- 15.1.8 The building must comply with the Green building requirements as detailed in section B3 (b) of Volume 3.
- 15.1.9 The Bidder must provide evidence of municipal power connection, as detailed in Volume 3 Section EE.1.1 (Municipal Power). The evidence must be included in Annexure X.
- 15.1.10 The Bidder must provide evidence of connection to the municipal water supply system as detailed in Volume 3 Section F2 (a). The evidence must be included in Annexure C.

16 QUALIFICATION AND EVALUATION

16.1 Evaluation Structure

- 16.1.1 The assessment, evaluation, and adjudication of this Bid will be undertaken by the following committees against the stated criteria. There will be a three (3) tier

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approach being Bid Evaluation Committee, Bid Adjudication Committee, and award by the Accounting Officer.

16.1.1.1 the Bid Evaluation Committee will comprise of officials from the Electoral Commission and external expert(s), who may be appointed by the Accounting Officer in writing, to provide professional advice and input regarding the, technical, legal, financial, and BBBEE aspects of the proposals, reporting to the Bid Adjudication Committee. The Bid Evaluation Committee, assisted by its sub-committees (Technical Evaluation Committees) on technical, financial, Legal and BBBEE aspects, shall evaluate the proposals received from the Bidders, considering the inputs, reports and advice, if any, from the Advisors of the Electoral Commission. National Treasury may participate in the Bid Evaluation Committee as observers and advisors of the evaluation process (“the **Observers**”).

16.1.1.2 the Bid Adjudication Committee will comprise of the Electoral Commission’s officials and external expert(s), will consider the recommendations from the Bid Evaluation Committee. The Bid Adjudication Committee will, on the basis of the recommendations received from the Bid Evaluation Committee, further recommend to the Accounting Officer the outcome of the Bid Evaluation Committee’s report.

16.1.1.3 The Accounting Officer shall make an award, after taking into consideration inputs and conclusion(s) from the

- a) Bid Evaluation Committee;
- b) recommendations of the Bid Adjudication Committee;
- c) inputs from professional advice; and
- d) after consultation with EXCO and the Commission.

16.2 Evaluation Approach

16.2.1 The Electoral Commission will apply the following seven (7) steps approach in assessing, analyzing and evaluating bids received:

16.2.1.1 Bid Primary Compliance Verification

16.2.1.2 Bidder’s Disclosure

16.2.1.3 Qualification Requirements (Mandatory)

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16.2.1.4 Technical Evaluation Functionality

16.2.1.5 Technical and Legal assessment, Project reference and Site Visit

16.2.1.6 PPPFA Scoring (Price and B-BBEE)

16.2.1.7 Due diligence

16.3 Bid Primary Compliance Verification

As a standard Electoral Commission's SCM process, bids received are first assessed in terms of the bid primary compliance verification requirements before being subjected to the bid evaluation process. Bids that comply with requirements at this stage are subjected to the bid evaluation process against the stated evaluation criteria.

16.4 Bidder's Disclosure

16.4.1 During this stage, bids received are evaluated and assessed in respect of the mandatory information provided in the Bidder's Disclosure (SBD4) as well as the register for restricted suppliers and tender defaulters. Bidders must comply with the requirements stipulated in the declarations for bid evaluation purposes. As a result, and in dealing with these requirements, bidders must take into consideration the provisions of the PFMA Instruction Note 3 of 2021/2022: Enhancing Compliance, Transparency and Accountability in SCM.

16.4.2 Bidders are requested to ensure that all documents related to the Bidder's Disclosure (SBD 4) form are fully completed (refer to Section 16.9 Stage 1: Assessment of Bidder's Disclosure).

16.5 Qualification Requirements (Mandatory)

Bidders must fully comply with the mandatory requirements and essential minimum requirements. Those bidders who fail to comply with the requirements stipulated will be disqualified from further consideration. Bids that comply will be considered subjected to the evaluation in terms of functionality.

16.6 Technical Evaluation Functionality

16.6.1 The purpose of application of qualification criteria is to determine the functionality of each proposal by assessing the quality and the robustness of the proposal. Bids must score a minimum of 75% to be considered in the next stage of evaluation.

16.6.2 Technical experts will assess each technical area against the requirements and subject the reports to the Bid Evaluation Committee, who will consider these assessments against the criteria and score as per the score sheet.

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16.7 Technical and Legal assessment, Project reference verification and Site Visit

During this stage, bidders that scored a minimum of 75% in the functionality stage are subjected to a due diligence technical and legal assessment, project reference verification and site visit. In this stage, a minimum of 75% is also required for consideration in the next stage.

16.8 PPPFA Scoring

All qualifying bids will be scored in terms of the provisions of PPPFA.

16.9 Due Diligence

As part of the bid assessment process, the Electoral Commission will conduct an administrative due diligence audit. This process will mainly deal with the SCM related requirements which involves amongst others, confirming the Bidder's existence and all the information relating to the bidder's B-BBEE credentials. This process will take place at the Bidder's place of operation as provided in the bid document.

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BID EVALUATION CRITERIA

NAME OF BIDDER: BID REFERENCE NUMBER:

Stage 1: Assessment of Bidder's Disclosure

All bids received will be evaluated and assessed in respect of the mandatory information provided in the Bidder's Disclosure (SBD4) as well as the register for restricted suppliers and tender defaulters.

Any potential issues that may arise or transgressions that may be identified will be pursued in accordance with statutory obligations and requirements.

In this regard, the following must be noted:

The Electoral Commission must, as part of its supply chain management (SCM) processes, identify and manage all potential conflicts of interest and other disclosures made by a person participating in procurement process to enable the Accounting Officer or delegated authority to make informed decisions about the person participating in the SCM process.

As such, the Bidders Disclosure form, issued as Standard Bidding Document (SBD) 4, attached as Annexure B, was extended to all entities which were invited to participate in the bid process.

As part of the evaluation of the procurement process, the information provided by a person on the SBD4 form must be evaluated.

In so doing, it must be noted that if the bid evaluation establishes that:

- (a) a person within the bidding entity is an employee of the State, the Electoral Commission's CEO must request the relevant accounting officer/accounting authority whether the person-
 - (i) Is prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2014; or
 - (ii) has permission to perform other remunerative work outside of their employment, where the PAMA does not apply to such employee;
- (b) the conduct of a person constitutes a transgression of the Prevention and Combating of Corrupt Activities Act, 2004;
- (c) the conduct of a person constitutes a transgression of the Competition Act, 1998, the conduct must be reported to the Competition Commission; and
- (d) the conduct of a person must be dealt with in terms of the prescripts applicable to the Electoral Commission.

If it is established that a person has committed a transgression in terms of the above, or

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any other transgression of SCM prescripts, the bid may be rejected, and the person may be restricted.

The Electoral Commission's CEO must inform National Treasury of any action taken against a person within 30 days of implementing the action.

During the bid evaluation process, the Electoral Commission must in addition to other due diligence measures, establish if a person is not listed in-

- (a) the Register of Tender Defaulters; and
- (b) the list of restricted suppliers.

A bid related to a restricted bidder or tender defaulter shall be rejected.

The under-mentioned assessment criteria will be used to evaluate the elements relating to SBD4 and restricted suppliers and tender defaulters:

No.	Assessment Criteria	Bidder Requirement (YES/NO*)	Comments
1	Bidder is registered on the National Treasury Central Supplier Database (CSD).*		
2	Bidder is tax compliant. **		
3	The bidder is not an employee of the state.		
4	Having certified the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Prevention and Combating of Corrupt Activities Act.		
5	Having certified to the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Competition Act.		
6	The bidder is not a tender defaulter as per the register published on the National Treasury website.		
7	The bidder is not a restricted supplier as per the register published on the National Treasury website.		

* No bid shall be accepted if a supplier is not registered on the National Treasury Central Supplier Database (CSD).

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**** A bidder must be tax compliant before a contract is awarded. A bid will be disqualified if the bidder's tax affairs remain non-compliant even after the bidder has been granted seven (7) working days to resolve their tax issues as per the provisions of National Treasury Instruction No 09 of 2017/2018 Tax Compliance Status Verification. Bidders will be notified in writing where they are required to attend to their tax issues before their submission can be considered at Bid Adjudication stage if their tax is not compliant.**

Stage 2: Bid Evaluation on Functionality

Bids will be evaluated on the functionality criteria below.

Bids will be evaluated against the specified bid evaluation criteria below.

Only bids that meet the functional and operational needs of the Electoral Commission will be considered.

Phase One – Mandatory Requirements

	Failure to Comply With the Requirements Below Shall Lead to Disqualification	Source Reference	YES	NO	Comments
A	The building on offer is within the 8 km radius from the centre of Centurion Central (-25.857811 28.184217)	Definition 1.22 of Volume 1			
B	The required property is 10 115 m² and upwards	10.8.1 of Volume 1 and completion of Annexure A of Volume 2			
C	Proof of ownership of the building or mandate has been submitted	15.1 of Volume 1			
D	The written resolution submitted is compliant with the signing requirements of a single entity or proof of authorization of the Lead Member to act on behalf of the consortium or a joint venture	8.1.1 or 8.1.2 of Volume 1			
E	The provisions of draft space planning and details of programme have been provided	C4 (a) of Volume 1 and Annexure R of Volume 1			

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	Failure to Comply With the Requirements Below Shall Lead to Disqualification	Source Reference	YES	NO	Comments
F	Annexures in Volume 2 as referenced, have been submitted	Annexures B, D, Q, R, S			
G	Provision of a stand-alone building or a series of adjacent stand-alone buildings or be able to be transformed into a stand-alone campus in the case of an office park environment has been demonstrated	12.1.1 of Volume 1			
H	The building meets or it has been demonstrated that it will meet the Green building requirements	B3 (f) of Volume 3			
I	The Bidder must provide evidence of municipal power connection. The evidence must be included in Annexure X	Section EE 1.1 of Volume 3			
J	The Bidder must provide evidence of connection to the municipal water supply system. The evidence must be included in Annexure C	Section F2 (a) of Volume 3			
K	The Bidder should be able to provide a letter or text confirming that they have or are willing to provide alternative power solutions as per the referenced source.	Volume 3 C 3.7, D. EE1.5			
OUTCOME		QUALIFIES/DOES NOT QUALIFY FOR FURTHER CONSIDERATION			

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Phase Two – Functional Evaluation

No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
1	Space planning layouts accommodate the Electoral Commission space planning needs	Volume 3, Table 1 Section C1, Section C5, Section D5 (h), (i), (j) Section G, and any other related to space planning input set out in the bid specifications	50		Space Planning requirements met, with less than 10% deficiencies = 50 points
					Space Planning requirements greater than 76% to 90 % of the needs = 33 points
					Space Planning requirements 75 % and less of the needs = 0 points
2	Access requirements as per specification i.e. police station, schools and hospitals etc.	Volume 1 Section 12.1.2.1 – 12.1.2.7	3		All 6 requirements met = 3 points
					4-5 requirements met = 2 points
					1- 3 requirements met = 1 points
					0 requirements met = 0 points
3	Parking – 150 basements 145 undercovers 70 open bays as per CTMM requirements	Volume 1 Section 10.8.9, Volume 3	9		Parking requirements met with less than 10% deficiencies per category= 3 points
					Parking requirements greater than 76% to 90% of the needs, per category = 2 points
					Parking requirements 75% and less of the needs per category = 0 points
4			3		Building Grade P = 3 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
	Building Grade P or Grade, A with Green Building upgrades	Volume 3 Section B3 (f)			Building Grade, A with green building enhancements/features = 2 points Any other = 0 points
5	Interior finishes (including furniture) and branding to reflect corporate identity	Volume 3 Section C2, Section C4 (g), and Section G	3		Meets the corporate identity = 3 points Meets the corporate identity with minor defects = 2 points Does not meet the corporate identity = 0 points
6	Traffic and accessibility	Volume 3 Section B 1	3		Easily accessible to public transport with low traffic congestion during peak hours = 3 points Easily accessible to public transport with Moderate traffic congestion during peak hours = 2 points Limited accessibility to public transport to public transport with High traffic congestion during peak hours = 0 points
7	ICT data and telephone cabling	Volume 3 Section D1(a-b) and Section D5	3		All 6 requirements met = 3 points Requirements met with less than 10% deficiencies = 2 points 0 requirements met = 0 points
8	ICT server room	Volume 3 Section D2. and Section D5	3		Met all requirements = 3 points Requirements met with less than 10% deficiencies = 2 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
					Does not meet the requirements = 0 points
9	ICT server room space and structure	Volume 3 Section D2.2 and Section D5	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
10	ICT server room: Power	Volume 3 Section D2.3 and Section D5	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
11	ICT server room: Temperature and other environmental controls	Volume 3 Section D2.4 and Section D5	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
12	ICT server room: Access Control	Volume 3 Section D2.5 and Section D5	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
13	Cabling and Wi-Fi	Volume 3 Section D3 and Section G (room data sheets and all relevant sections in the Bid)	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
					Does not meet the requirements = 0 points
14	Video conferencing	Volume 3 Section D4 and Section G (boardrooms)	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
15	Municipal power	Volume 3 Section EE1.1	1		Met requirements = 1 point
					Does not meet the requirements = 0 points
16	Small power	Volume 3 Section EE1.3	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
17	Emergency power including facility, UPS and generator and solar	Volume 3 Section EE1.4, EE1.5	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
18	Lighting	Volume 3 Section EE2	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
19	HVAC	Volume 3 Section EE3.2(a-e), EE3.3	3		Met all requirements = 3 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet requirements at all = 0 points
20	BMS and environmental control system	Section EE3.4, EE5 and any other relevant section example ICT server room	3		Met all requirements = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
21	Fire detection and suppression	Volume 3 Section EE4 Section EE5 and any other relevant section example ICT server room	6		Met the requirement = 6 points
					Doesn't meet the requirement i.e., = 0 points
22	Security system	Volume 3 Section EE5.1, EE5.7	2		Met the requirement = 2 points
					Doesn't meet the requirement i.e., = 0 points
23	Security zones	Volume 3 Section EE5.8, 5.8.1 – 5.8.6	3		Met all requirements, i – vii as set out in specifications = 3 points
					Requirements met, i – vii as set out in specifications requirements with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
24	Functional requirements met for integrated Security system implementation	Volume 3 Section EE5.1 EE5.2, EE5.4	2		Met the requirement = 2 points
					Doesn't meet the requirement i.e., = 0 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
25	Access control	Volume 3 Section EE5.9.1	3		All requirements met = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
26	CCTV and Cameras	Volume 3 Section EE5.9.2	3		All requirements met = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
27	Biometrics	Volume 3 Section EE5.9.3	3		All requirements met = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
28	Safe & gun safes	Volume 3 Section EE5.13, EE5.14 and section G	3		All requirements met = 3 points
					Requirements met with less than 10% deficiencies = 2 points
					Does not meet the requirements = 0 points
29	Network Video Record	Volume 3 Section EE5.10	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
30	Security Fire Detection and suppression	Volume 3 Section EE5.11, EE5.12	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
31	Security Control Room	Volume 3 Section EE5.15	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
32	Guardhouse	Volume 3 Section EE5.16	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
33	Flagpoles	Volume 3 Section EE5.17	2		Met all requirements = 2 points
					Did not meet standards 0 points
34	Access for people living with disabilities	Volume 3 EE6	9		Met all requirements = 9 points
					Met all requirements with up to 10% deficiencies = 6 points
					Did not meet standards = 0 points
35	Lifts, hoist, escalators	Volume 3 EE6.4	3		Met all requirements = 3 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
36	Acoustic Design	Volume 3 EE7	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
37	Carpeting, vinyl and tiling	Volume 3 EE8	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
38	Ceilings	Volume 3 EE9	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
39	Gymnasium	Volume 3 EE10	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
40	Employee Well ness	Volume 3 EE11	3		Met all requirements = 3 points

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No.	Bid Evaluation Criteria	Source Reference	Score	Bidder Score	Comments
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
41	Canteen	Volume 3 EE12	3		Met all requirements = 3 points
					Met all requirements with up to 10% deficiencies = 2 points
					Did not meet standards = 0 points
TOTAL POINTS SCORED OUT OF MAXIMUM 180					

Bidders must score a minimum of **75%** for further consideration.

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16.10 Technical and Legal assessment, Project reference verification and Site Visit Evaluation

16.10.1 The Bidders must be fully compliant or demonstrate the ability to fulfil the full compliance requirements during the site visit evaluation requirements as set out below.

Phase 3: Technical and Legal assessment, Project reference verification, and site visit

Technical and Legal assessment, Project reference verification and site visit	
Legal	
a) Review of OTP mark-ups.	No mark ups 12 points Minor mark ups 9 points Substantial mark ups 6 points Material mark ups 0
b) Rates and Taxes (statement within the last 3 months) c) Levy Statement (statement within the last 3 months) (if property in an office block).	Met all requirements 3 points per item Minor deviations 2 points per item No compliance 0 points per item
d) Declare any liens against the property. e) A schedule of legal/litigation disputes involving the property (pending). f) A description of any threatened litigation (involving the property). g) Any security agreement or guarantees involving the property. h) Any other material information that we may need to know involving the property i.e., current lease agreements.	All Material items are provided and no deficiencies 15 points Minor items deficiencies (-2 point per items identified) Material items deficiencies (-3 point per items identified)

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Technical	
Structural Refer to Volume 3 F1 a) The building has no visible structural defects and other areas listed are good as identified during the visual inspection. - Met all requirements. b) Building has minor structural elements to be repaired and there are minor items in the other areas. The items have been identified and listed in the Offer to Purchase and verified during the visual inspection. - Met all requirements with up to 10% deficiencies. c) Building has material or major structural repairs or items necessary as identified during the visual inspection. - Did not meet Requirement.	3 2 0
Water Refer to Volume 3 F2 a) Building has water tank or provision to install one included in the offer to purchase. The building has no water and plumbing defects as identified during the visual inspection. b) Building has water tank or provision to install one included in the offer to purchase. Building toilets et al are in good condition or the items have been identified, and listed in the Offer to Purchase. c) Building has no water tank and bathroom pressure is suspect, plumbing has material issues and no provision for upgrading is included in the offer to purchase.	3 2 0
Waste Refer to Volume 3 F3 & F4 a) Building has all the requirements in the sections referred to. The building has no items and defects as identified during the visual inspection. b) Building has the majority of the items referred to in the sections. The building has minor items and defects as identified during the visual inspection, but they are covered in the Annexures to the Offer to purchase.	3 2

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c) Building has none of the items requested in sections referred to.	0
Gardens Refer to Volume 3 F5 a) Building has gardens and irrigation system as identified during the visual inspection or gardens have no irrigation system, but it will be included in the fit out. Or no gardens. b) Building has gardens, but no irrigation system as identified during the visual inspection and no statement as to include. Or no gardens c) Not addressed in write up.	3 2 0
Signage Refer to Volume 3 F6 a) The Building has appropriate space for affixing of corporate identity/ logo of the Electoral Commission to be enhanced and clearly visible from the street front on signage on the Building and if applicable on the external fencing b) The Building has a space for affixing of corporate identity/ logo of the Electoral Commission to be enhanced and visible from the street front on signage on the Building and if applicable on the external fencing c) No appropriate space provided	3 2 0
Bidders Projects reference [subcontractor references will be considered] a) The bidder has provided three (3) suitable completed reference projects that demonstrate that they have experience in the fit out and refurbishment of office accommodation. b) The bidder has provided two (2) suitable completed reference projects that demonstrate that they have experience in the fit out and refurbishment of office accommodation. c) The bidder has provided one (1) suitable completed reference project that demonstrates that they have experience in the fit out and refurbishment of office accommodation.	5 4 3

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d) The bidder has provided no references.	0
TOTAL POINTS SCORED OUT OF MAXIMUM	50

Bidders must score a minimum of **75%** for further consideration.

16.11 PPPFA Scoring (Price and BBEE).

16.11.1 After the evaluation of essential minimum criteria and functional criteria, the next stage of evaluation of the Bids will be evaluated in respect of price and preferential procurement only. The bidder that scores more points in this stage will be the first bidder to be considered for the award.

16.11.2 The bidders will be evaluated on the basis of the points system as stipulated in the PPPFA. The Bidder who achieves the highest total points out of hundred (100) will be recommended by the Bid Evaluation Committee (BEC). It is envisaged that the total bid price will be above R50 000 000 including all applicable taxes. Therefore, in compliance with the Preferential Procurement Regulations 2022, the 90/10 scoring principle will be applied for this tender.

16.11.3 Where it is unclear which preference points system will be applicable, 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.

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

16.12 Phase 4: Due Diligence

The Electoral Commission Supply Chain Management (SCM) will conduct an administrative Due Diligence on the Recommended Bidder as detailed in Section 16.9, prior to determination of the Recommended Bidder.

16.13 Determination of Recommended Bidder

The Accounting Officer shall make an award, after taking into consideration inputs and conclusion(s) from the

- a) Bid Evaluation Committee;
- b) recommendations of the Bid Adjudication Committee;

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- c) inputs from professional advice; and
- d) after consultation with EXCO and the Commission.

16.14 Negotiation

- 16.14.1 The Electoral Commission reserves the right, subject to compliance with legal administrative requirements, to request and accept any amendment to or modification of any aspect of any proposal from the Recommended Bidder or the next qualifying Bidder at any time during the negotiations.
- 16.14.2 To address the issue of minor defects, including architectural and branding concepts, as well as OTP mark-ups a process of negotiations will be conducted with the Recommended Bidder. If the negotiation process does not yield a positive outcome with the Recommended Bidder, the next qualifying Bidder will be considered.
- 16.14.3 During the negotiation period, the price may change and once the final price is determined a re-scoring will take place. Should the Recommended Bidder not be the highest scoring Bidder, the Bidder will be informed accordingly, and the next qualifying Bidders will be engaged with for the same negotiation process.
- 16.14.4 Should the negotiations with the next qualifying Bidder address the issue of minor defects as well as OTP mark-ups successfully the final price will also be rescored and compared against the Recommended Bidder price to determine the final recommendation to the Accounting Officer.

17 CONFIDENTIAL INFORMATION

- 17.1 Bidders agree to keep information provided pursuant to this Tender confidential ("**Confidential Information**").
- 17.2 All Confidential Information provided (including all copies thereof) remains the property of the Electoral Commission and must be delivered to the Electoral Commission on demand.
- 17.3 By receiving this Tender each Bidder and each of its Members agree to maintain its submission in response to this Tender confidential from third parties other than the Electoral Commission and its officials, officers and advisors who are required to review the same for the purpose of the procurement of the Project.
- 17.4 The Confidential Information provided by the Electoral Commission may be made available to a Bidder's Relevant Entity, members, employees, and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).

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- 17.5** Bidder's Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of the Electoral Commission.
- 17.6** The Confidential Information may not be used for any other purpose than that for which it is intended.
- 17.7** The requirements in this Clause 17 do not apply to any information, which is or becomes publicly available or is shown to have been made so available (otherwise than through a breach of a confidentiality obligation).
- 17.8** All Confidential Information provided (including all copies thereof) remains the property of the Electoral Commission and must be delivered to the Electoral Commission on demand.

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18 INTELLECTUAL PROPERTY

- 18.1** All materials and data which are submitted by Bidders shall become the sole property of the Electoral Commission, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.
- 18.2** The Parties record that the Electoral Commission has prior to the Agreement created, acquired or otherwise obtained rights to its own Intellectual Property. The Electoral Commission shall for the duration of the Agreement and thereafter retain the ownership of its Intellectual Property.
- 18.3** Except where a licence is expressly granted or where ownership is expressly transferred in writing, the Service Provider shall acquire no right or interest in the Intellectual Property of the Electoral Commission.
- 18.4** Any developments, modifications, improvements or enhancements to the Electoral Commission Intellectual Property arising from an Engagement under this Agreement will remain the property of the Electoral Commission.
- 18.5** In the event of the Service Provider requesting the use of the Electoral Commission's Intellectual Property outside the scope of the Agreement, this will be the subject of a separate agreement.
- 18.6** Each Party warrants that no aspect of its Intellectual Property lawfully utilised during an Engagement under this Agreement, will infringe the proprietary rights of any third party. In the event that the proprietary rights of any third party are infringed, the Party warranting ownership of or lawful rights to the Intellectual Property hereby indemnifies and shall hold harmless the other Party against any loss, claims, or expenses (including legal fees on the scale as between attorney and own client) from an aggrieved third party.
- 18.7** The Electoral Commission will retain copyright in all materials, including methodologies, know-how, software and tools, provided to the Service Provider and which has been utilised by the Service Provider in the provision of the Services in the fulfilment of the Assignment.

19 INDEMNITY

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

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20 GOVERNING LAWS AND RULES

20.1 This Agreement shall be governed by and be construed in accordance with the South African law.

20.2 The primary enabling legislation for the Project is the Constitution read together with the PFMA together with the Electoral Commission Act, which regulate and create the competency of the Electoral Commission to procure and implement the Project.

20.3 This Tender is issued by the Electoral Commission in terms of the Electoral Commission Act and SCM regulations read with the PFMA, as the formal step of the procurement process.

20.4 To the extent applicable, Bidders are to ensure compliance with the Companies Act, Act 71 of 2008 (Companies Act).

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

20.6 Bidder's Responsibilities

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

20.6.2 To the extent that any inconsistency exists between the terms of the Offer To Purchase and any other provision in the Tender, but such inconsistency is not identified by any Bidder and/or clarified by the Electoral Commission prior to submission of the Bidder's Proposal, the terms of the Offer To Purchase shall prevail.

20.7 Contact Policy

20.7.1 Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of the Electoral Commission or any other Electoral Commission's official(s) who may be associated with this solicitation, without the prior written approval of the Supply Chain Manager. All communications must follow the Tender Liaison Process, as detailed in Section 7 of Volume 1. save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.

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

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

20.8 Corruption

20.8.1 The Electoral Commission is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Project.

20.8.2 If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift (notwithstanding any policy provisions) or other gratuity to any employee of the Electoral Commission, relevant authority, or consultant to the Electoral Commission on the Project either directly or through an intermediary, the Electoral Commission reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.

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

20.8.4 The Electoral Commission reserves the right to request Bidders to conclude an anti-bribery pact agreement with the Electoral Commission, at any time during the Project procurement process, to contractually bind all participants to the undertakings referred to in this Clause 20.

20.9 No partnership, No offer.

20.9.1 This Tender is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Recommended Bidder (with or without the next qualifying Bidder) and to conclude negotiations with such Recommended

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Bidder. Proposals shall constitute an offer to enter into a contractual relationship with the Electoral Commission on the basis of the Offer to Purchase. The Electoral Commission shall not entertain any proposal which constitutes an offer to enter into a partnership or other contractual relationship with the Electoral Commission which is not on the basis of the Offer to Purchase.

20.10 Independent Submission

20.10.1 By responding to this Tender each Bidder and its constituent Members certifies that:

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

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

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

20.10.2 The attention of each Bidder and their constituent Members is also drawn to the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

20.10.3 Any material failure on the part of a Bidder to comply with the Mandatory Response Requirements stipulated in section 15 of this Tender, to the extent that same are not waived by the Electoral Commission, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

20.10.4 Grounds for Disqualification.

20.10.5 The following events, in addition to any other events contained in this Tender, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in the Electoral Commission's determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

20.10.5.1 an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member;

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- 20.10.5.2 **past, present, or future participation** by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the Project procurement process, or any other government procurement process;
- 20.10.5.3 an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption and/or collusion_or any portion of such section(s).
- 20.10.5.4 Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Project on any matter concerning the Project at any time during the Project procurement process, without due authority of the Project Manager, shall be disqualified from further participation in the procurement process.
- 20.10.5.5 Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.
- 20.10.5.6 Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the Tender, without the prior written consent for the Electoral Commission constitutes a ground for disqualification.

20.11 Undertaking by Bidders

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

- 20.11.1.1 not passed a resolution nor is the subject of an order by the court for the company's winding-up;
- 20.11.1.2 not been convicted of a criminal offence relating to the conduct of its business or profession;
- 20.11.1.3 not committed an act of grave misconduct in the course of its business or profession;

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- 20.11.1.4 fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa as per the provisions of National Treasury Instruction No 9 of 2017/2018 Tax Compliance Status Verification.
- 20.11.1.5 not made any misrepresentation in providing any of the information required in relation to the above; and
- 20.11.1.6 not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

20.12 Incorrect or Misleading Information

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

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LEGAL	
Annexure A.	Proof of ownership of Property (land and building)
Annexure B.	Marked up Offer to Purchase
Annexure C.	Rates and Taxes (Statements not older than 3 months from date of issue of the Tender)
Annexure D.	Levy Statement (Statements not older than 3 months from date of issue of the Tender) if property in an office block
Annexure E.	Declaration of any liens against the property
Annexure F.	A schedule of legal/litigation disputes involving the property (pending) or letter declaring that there are no disputes
Annexure G.	Declaration of threatened litigation (involving the property)
Annexure H.	Resolution to sign bid

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Annexure A

Proof of ownership of the property (land and building)

Attach documentary evidence of Bidder's Legal title to the Property

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Annexure B

Marked up Offer to Purchase

(Mark-ups and Comments to the Offer to Purchase Agreement should be marked up and presented electronically in MS Word format, 2003 version or later on the memory stick together)

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Annexure C

Rates and Taxes

(Statements not older than 3 months from date of issue of the Tender)

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Annexure D

Levy Statement

(Statement not older than 3 months from date of issue of the Tender) (if property in an office block)

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Annexure E

Declaration of any liens against the property

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Annexure F

A schedule of existing legal/litigation disputes involving the property or letter declaring that there are no disputes

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Annexure G

Declaration of threatened litigation (involving the property) or letter declaring that there is no threatened litigation.

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Annexure H

Resolution to sign the bid

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TECHNICAL	
Annexure I.	Building Details
Annexure J.	Space planning layouts
Annexure K.	Urban, environment, Zoning and town planning for building being proposed
Annexure L.	Accessibility
Annexure M.	Safety and security
Annexure N.	Urban Environment
Annexure O.	Building Condition
Annexure P.	Additional items to be completed by Bidder (if any)

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Annexure I

Building Details

(Refer to Tender Volume 3 section 1 A)

a. Size of Building

b. Number of Parking bays in the different categories

B1. Number of Parkings

	Description	Number
1	Covered Parking Bays	
2	Covered bays for SUV's	
3	Open / Uncovered Parking Bays	
4	Covered parking bays for people with disabilities, close to office entrance / complex entrance	
5	Covered bays for motorcycles	
6	Provision for delivery vehicles through a separate entrance to a goods delivery bay	

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B2. Particulars of Deliveries Entrance

Provide details of provision for delivery vehicles through a separate entrance to a goods delivery bay.

c. Location of Building

	Description of particulars required	
1	Street address	
2	GPS co-ordinates	
3	Google Maps satellite print out clearly identifying the building	Attach to this Annexure

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Annexure J

Space planning layouts

(Refer to Tender Volume 3 section 4 C)

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Annexure K

Zoning and Town Planning Status for building in proposal

(Refer to Tender Volume 3 section 4 B)

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Annexure L

Accessibility

(Refer to Tender Volume 3 section 4 E)

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Annexure M

Safety and Security

(Refer to Tender Volume 3 section 4 E)

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Annexure N

Urban Environment

(Refer to Tender Volume 3 section 4 B)

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Annexure O

Building Condition

(Insert Write up on the Building Condition, particulars of Maintenance that has been conducted in respect of the property)

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Annexure P

Additional items to be completed by Bidder (if any)

(Insert Write up and provide details of any additional items to be completed by Bidder included in OTP)

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REFURBISHMENT AND FIT OUT	
Annexure Q.	Scope of Works
Annexure R.	Project Programme for fit out
Annexure S.	Move Programme
Annexure T.	Initial payment schedule linked to programme deliverables and milestones (to be included in the Financial Proposal ONLY)

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Annexure Q

Scope of Works

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Annexure R

Project Programme for fit out

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Annexure S

Move Programme

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Annexure T

Initial payment schedule linked to programme deliverables and milestones

(to be included in the **Financial Proposal ONLY**)

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GENERAL	
Annexure U.	Security agreement or guarantees involving the property
Annexure V.	Declaration of any other material information that Electoral Commission may need to know involving the property
Annexure W.	Declaration of existing occupants/tenants in the building and plan to exit from existing agreements (extracts form the existing tenants leases to be included as supporting evidence).
Annexure X.	Certificate of Compliance i.e. electrical, mechanical, life, gas etc.

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Annexure U

Security agreement or guarantees involving the property

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Annexure V

Declaration of any other material information that Electoral Commission may need to know involving the property

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Annexure W

Declaration of existing occupants/tenants/employees in the building and plan to exit from existing agreements

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Annexure X

Certificates of Compliance i.e. electrical, mechanical, gas, lifts etc.

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TECHNICAL AND FINANCIAL GUIDELINES		
Annexure Y.	Pro Forma Financial Proposal (to be included in the Financial Proposal ONLY)	Volume 1: Section 8.2.2
Annexure Z.	Technical guidelines Proposal	Volume 1: Section 8.2.1

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Annexure – Y

Pro Forma Financial Proposal

(to be included in the **Financial Proposal ONLY**)

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BIDDER NAME:

TENDER NUMBER:

TENDER NUMBER:

The Electoral Commission will evaluate the technical/functional proposal before considering the pricing schedule. Therefore the Proposal shall comprise two Parts, namely the Technical Proposal and the Financial Proposal. The pricing schedule shall be submitted in a separate sealed envelope placed in the box with the Technical/Functional Proposal. The Proposals must be clearly marked with company name, tender number, tender description and indication of whether it is the Technical or Financial Proposal.

It is therefore required of the Bidders to complete and submit the below pricing schedule as part of the Tender submission. Comprehensive completion of the pricing schedules in this bid document is therefore compulsory. Where pricing is not charged, same should be denoted as not applicable (N/A). Failure to complete all the required pricing schedules in detail required shall lead to the disqualification of a bid.

Any additional costs must be detailed itemized on a separate submitted page that must be attached to this schedule and included in the total cost.

PRICING SCHEDULE (Form 1)

ITEM	COST PER m ²	TOTAL COST (ex. VAT)	TOTAL COST (Incl. VAT)
Purchase price for Office building excluding parking.	R..... .../ m ² x number of m ² (not exceeding 11575 m ²)	R.....	R.....
Parking cost		R.....	R.....
Fit out costs including space planning, refurbishment, regulatory approvals	R...../ m ²	R.....	R.....
Relocation Costs (total cost only)		R.....	R.....
Other Costs i.e.		R.....	R.....

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1. Conveyancing fee			
2. Transfer costs			
3. (and any additional costs to be detailed/itemised on a separate page that must be attached to this schedule and included in the total cost)			
Total		R.....	R.....

Any additional costs must be detailed/itemized on a separate submitted page that must be attached to this schedule and included in the total cost.

This proforma is not to be completed here. Only in the Separate Financial Proposal.

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Payment Schedule pro forma

Activity Description	Month 1	Month 2 etc
Space planning and professional fees	This proforma is not to be completed here. Only in the Separate Financial Proposal.	
Set up on site		
Relocation Costs (total cost only)		
Etc.		
Subtotal (ex. VAT)		
Less retention of 5%		
Sub total		
VAT		
Total		

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Annexure Z

Technical Proposal guidelines

(Fit out design, procurement, construction, commissioning of national office accommodation)

Technical Proposal Requirements

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TECHNICAL SUBMISSION INFORMATION REQUIRED FROM BIDDER

In respect of the technical response the Bidder is to provide the following (detailed response / information) covering how it will address the technical aspects in relation to the Project.

The Bidder shall specifically provide -

- a. A technical write up prepared in accordance with the requirements of Volume 3 to be included as an annexure to the OTP under the Annexure "Fit out Agreement". The Technical write up shall include sections on:

Table 1 – Technical Bid Submission

Evaluation area	Evaluation criteria
Overall Project Management and Quality	• Bidder's methodology for integration of the various Project scope elements requirements to present a total solution to the Electoral Commission; and • organogram and staffing of the project management function.
Technical: design and space planning document	Space planning to demonstrate full compliance with the detail requirements of the output general design, space, security, electrical, mechanical, air-conditioning, access and fire, ICT, building monitoring and data and communication specifications in the Output Specifications. The document should be sufficient to demonstrate that all requirements in the output specifications are integrated into overall space layouts. The documentation should consist of plans and reports with diagrams, drawings, perspectives, sufficient to demonstrate compliance with the brief. The format of the documentation which should be provided is detailed in the Sections that follows this table.
Fit out and construction	• Comprehensiveness of the construction programme; • Extent to which the construction time frames meet the Electoral Commission's desired occupation,
Move Management	• Quality of the Bidder's proposed response to the Relocation of the Electoral Commission Employees; • Document indicating the Bidder's ICT requirements for the handover of Server rooms prior to the completion of the Fit out to allow for the Electoral Commission's ICT implementation plan.

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Evaluation area	Evaluation criteria
	• Staff training

- b) The Recommended Bidder shall specifically within 30 days of the notification, during the negotiations, provide a full-size mock-up of an office and workstation at a location of their choice to be viewed by the Electoral Commission.
- c) Whereas it is not a requirement for the Fit-out Subcontractor, at the time of the Bid submission, to be ISO-accredited, the Seller is required to include its proposed Quality Management System ("QMS"). This QMS should include the compliance reporting and the application thereof to the Fit-Out Subcontractor, and their envisaged Sub-subcontractors during both the Development Phase. Such QMS proposal must be prepared in accordance with the latest versions of ISO9000 and ISO14000.

The Bidder shall provide the response document as follows:

1. Space planning design report

One space planning report and plan book in maximum A3 size, landscape or portrait and a maximum of thirty (30) pages, including sketches but excluding bibliography, table of contents, cover page and annexures, should be provided for the identified areas of the Facilities.

The report should show how the fit-out Contractor has addressed the identified areas of the Facilities and approach and understanding of the brief;

1. Overall concept;
2. Accommodation schedule
3. Space and zoning
4. Security zoning
5. Public access and interaction
6. Plan book details
 - a) all floor plans, basement plans and mezzanine levels;
 - b) site service specifications
 - c) landscaping and open spaces (if applicable);
 - d) parking, entrances, public transport and flow and movement;
 - a. Services requirements and design; and
 - b. access for people with disabilities.

2. Engineering requirements in fit out

A technical (i.e. building services, being electrical, water etc.) report in maximum A3 size, landscape or portrait including sketches should be provided. Separate reports can be produced per area, if required, but are not prescribed. The report/s should show how the Fit out Contractor

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intends to comply with the detailed requirements as set out in the various sections of the Output Specifications, inter alia, general design, space, security, electrical, mechanical, air-conditioning, access and fire, ICT, building monitoring and data and communication specifications.

The following areas are to be specifically addressed:

- a. Structural
- b. Wet services
- c. Audio visual
- d. security (Including specifications of systems, criteria, evacuation, CCTV and other items as detailed in the Output Specifications)
- e. electrical,
- f. ICT infrastructure
- g. audio-visual
- h. mechanical including plant rooms, lifts, heating, ventilation and air-conditioning; and
- i. fire detection systems.

3. Fit-out programme

The construction brief for the Fit out Contractor is to demonstrate compliance with the Electoral Commission's requirement to be able to occupy the accommodation as per the Tender dates provided. The Fit out Programme to be included should be in sufficient detail to demonstrate that all requirements for the Tender are integrated into an overall construction programme. The Fit out programme should be prepared in an acceptable format and be pdf, and must be submitted both in hard copy and soft copy. The Seller must provide at least the following information for its Compliant Bid.

A detailed Fit out programme with

- design and approvals process;
- Environmental Management Plan considerations
- Any proposed earthworks
- Any structural elements
- Interior walling
- services
- finishing
- landscaping
- parking and access
- security, including an outline of the security requirements;
- mechanical, electrical;
- fire detection and suppression
- ICT cables installation and Server and patch rooms and
- occupational health and safety plan.
- Relocation

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4. Move Management

The Seller will be expected to provide proposed employee training programmes for the Electoral Commission including the number of trainees per course, type and level of training to be provided, the training service providers, the first date and the frequency of training (including training upgrades), the certification and accreditation of training courses and trainees.

Document indicating the Bidder's ICT requirements for the handover of Server rooms prior to the completion of the Fit out to allow for the Electoral Commission's ICT implementation plan.

A framework of its anticipated Relocation Plan.

Details on the Seller approach towards an orientation programme for the Electoral Commission's employees and the Private Party's employees on the new working environment, as well as on the Relocation to the new Facilities; and

A proposed approach towards the preparation of relevant training manuals for the Electoral Commission's employees for systems to be taken over.

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Annexure AA

Project references

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