Request for Proposal for The Provision of Office Space for 60 months.

PSA/OCFO/05/2026

Date Issued: 10 November 2026

Briefing Session: 17 November 2026 at 10:30am

Bid Validity Period: 120 days after closing date

Last day of queries: 20 November 2026

Responses to queries: 24 November 2026

Closing date and time: 03 December 2026 at 10:30 am

TENDER BOX ADDRESS:

Productivity SA

International Business Gateway

Cnr New Road and 6th Avenue

Carlswald

Midrand

BOARD MEMBERS:

Ms Z.B Tshefu (Chairperson); Ms A. A Naidoo (Acting CEO); Ms B.Jack; Ms M.S.R. Mosehla; Ms N. Sigaba; Mr G.M Selematsela; Mr G. Dlamini; Mr T.J Mmoneri.

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A ADVERTISEMENT- SBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE PRODUCTIVITY SA					
BID NUMBER:	PSA/OCFO/01/2027	CLOSING DATE:	03 December 2026	CLOSING TIME:	10:30am
DESCRIPTION	For the provision of Productivity SA head office accommodation in Midrand/waterfall area for a period of five (5) years. The proposed building must provide approximately 900 m² to 1,200 m² of lettable office space. The office space must include 40 dedicated shaded or basement parking bays as well as 20 visitor parking bays. The proposed premises must be in a modern, green, and technology-enabled building or office development and be classified as Grade-P, Grade-A, or Grade-B, with Grade-B being the minimum acceptable standard.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
International Business Gateway Corner New & Sixth Roads Midrand					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	Sifiso Gwala	CONTACT PERSON	Tebogo Dioka
TELEPHONE NUMBER	+27 (0) 11 848 5303	TELEPHONE NUMBER	+27 (0) 11 848 5358
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	sifisog@productivitysa.co.za	E-MAIL ADDRESS	tebogod@productivitysa.co.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

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

DATE: ……

A. TAX CLEARANCE CERTFICATE REQUIREMENTS

VALID TAX PIN: _____
Please attach a valid original Tax Clearance Certificate/Tax Clearance Status to this page.

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1. In order to meet this requirement bidder are required to complete in full the attached form TCC 001"Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable
.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SBD 3.2

PRICING SCHEDULE – NON-FIRM PRICES

(PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder ……
Bid number ……
Closing Time 10:30 ……..
Closing date……..

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

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

- Required by: ……
- At: ……..…..……
- **Brand and model** ……..…….
- **Country of origin** ……...…….

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

If not to specification, indicate deviation(s) …….

- **Period required for delivery** …….
  - **Delivery:** ***Firm/not firm**

all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
***Delete if not applicable**

SBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2…etc. must add up to 100%.
R1t, R2t……=		Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index……. Dated……. Index……. Dated……. Index……. Dated…….

Index……. Dated……. Index……. Dated……. Index……. Dated…….

FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	**PERCENTAGE OF BID PRICE**

SBD 3.2

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENC Y	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENC Y REMITTED ABROAD
				R		
				R		
				R		
				R		
				R		
				R		

Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST – SBD 4

DECLARATION OF INTEREST

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

   - the bidder is employed by the state; and/or

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

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

   2.1 Full Name of bidder or his or her representative: ……..

   2.2 Identity Number: ……

   2.3 Position occupied in the Company (director, trustee, shareholder[2]): ……

   2.4 Company Registration Number: ……..……

   2.5 Tax Reference Number: ……..……..

   2.6 VAT Registration Number: ……....

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

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

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

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

   2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: Name of state institution at which you or the person connected to the bidder is employed: ……...……
……

Position occupied in the state institution: ……

Any other particulars:
……
……
……

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

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

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

2.7.2.2 If not, furnish reasons for non-submission of such proof:

……
……
……

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

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

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

2.9.1 If so, furnish particulars.

……..….
……

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

2.10.1 If so, furnish particulars.

……
……
……

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

2.11.1 If so, furnish particulars:

……
……
……

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

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

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……

Signature Date

…… ……

Position Name of bidder

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 *To be completed by the organ of state*

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 *The maximum points for this tender are allocated as follows:*

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

*** Point allocation break down provided below*

1.5 SPECIFIC GOALS: 80/20

SPECIFIC GOAL	Points
Goal 1: Historically Disadvantaged Individuals (14)	
a) who had no franchise in national elections before the 1983 and 1993 Constitutions	**7**
b) who is a female	**5**
c) who has a disability	**2**
Goal 2: who is youth	**3**
Goal 3: Locality (**Gauteng Province)**	**3**
TOTAL	**20**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 *or* *90/10*

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

$$P\,min \square \qquad\qquad P\,min \square$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(2) The points scored for the specific goals must be added to the score scored for price and the total must be rounded off to the nearest 2 decimal places.

(3) Subject to section 2 (1) (f) of the Preferential Procurement Policy framework Act 2000; preferential procurement regulations, the contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. Specific goals for the bid and points claimed are indicated per the table below.

4.1.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.5

	SPECIFIC GOAL & SUPPORTING DOCUMENTS FOR VERIFICATION	Maximum points	How many percent of the maximum points are you claiming between 0-100%?
HDI	Equity ownership **by persons who** had no franchise in the national elections. (ID copies of ALL listed owner/s, as per the CSD, CK1 registration document (CIPC), BBBEE certificate)	7	
	Equity ownership **by women** (ID copies of ALL listed owner/s, BBBEE certificate)	5	
	Equity ownership **by disabled persons** (Medical certificate/ Assessment)	2	
	Equity ownership **by youth** (ID copies of ALL listed owner/s, BBBEE certificate)	3	
	Locality (Proof of address not older than 3 months)	3	

**** Points can only be allocated where supporting documents have been provided.**

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1 Name of company/firm…….

5.2 Company registration number: ……...

5.3 Company/ firm physical address (for claiming locality points):

……...……

……...……

……...……

……...……

……

5.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

5.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

……

5.6 TOTAL NUMBER OF YEARS THE COMPANY/ FIRM HAS BEEN IN BUSINESS?

……

5.7 LIST OF SHAREHOLDER/S INFORMATION TO BE USED TO CALCULATE THE POINTS CLAIMED

NAME	**ID NUMBER**	**HDI**** (**Yes / No)			**Youth**** (**Yes / No)	% of company / firm owned
		No franchise prior to elections	Women	Disabled		

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as

iii) indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

	……
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	……
	……
	……
	……

SBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Proof of tax compliance status;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
   - Bidder's Disclosure form;
   - Special Conditions of Contract;

   (ii) General Conditions of Contract; and

   (iii) Other (specify)

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

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

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

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

NAME (PRINT)…….…….

CAPACITY……..…….……

SIGNATURE…….…….

NAME OF FIRM……..……

DATE……..

WITNESSES

1 ……..…….

2 ……..…….

DATE: ……..

CONTRACT FORM - RENDERING OF SERVICES PART

2 (TO BE FILLED IN BY THE PURCHASER)

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

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

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTIO N OF SERVICE	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**COMPLETION DATE**	**TOTAL PREFERENCE POINTS CLAIMED**	**POINTS CLAIMED FOR EACH SPECIFIC GOAL**

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

SIGNED AT ……ON ..... NAME

(PRINT) …….

SIGNATURE ……

OFFICIAL STAMP

WITNESSES

1 ….……

2 …...…….

DATE: ……..

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

……...	**……..**
Signature	**Date**
……	**……..**
Position	**Name of Bidder**

C. *CERTIFICATE OF INDEPENDENT BID DETERMINATION*

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). [2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;

    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

    (a) prices;

(b) geographical area where product or service will be rendered (market allocation)

(c) methods, factors or formulas used to calculate prices;

(d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditionsof the bid; or

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

……	……
Signature	Date
…….	……
Position	Name of Bidder

D. BID VALIDITY

Validity Period
Proposals/Bids shall remain valid and open for acceptance for a period 120 days from the closing date and time, and any agreed extension of the validity period.

Extensions to the Validity Period
Productivity SA may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the proposal/bid 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/Bid.

Activity	Due Date
Advertisement of bid on Government e-tender portal / print media / Tender Bulletin	10 November 2026
Briefing and clarification session	Online: 17 November 2026
Last day of Questions relating to bid form bidder(s)	20 November 2026
Last day of responses	24 November 2026
Bid closing date	03 December 2026
Notice to bidder(s)	Productivity SA will endeavor to inform bidders of the progress until conclusion of the tender.

All dates and times in this bid are South African standard time.

Any time or date in this bid is subject to change at Productivity SA's discretion. The establishment of a time or date in this bid does not create an obligation on the part of Productivity SA to take any action or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if Productivity SA extends the deadline for bid submission for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

3. LEGISLATIVE FRAMEWORK OF THE BID

3.1. Procurement Legislation

Productivity SA has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act, No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act, No. 53 of 2003).

3.2. Technical Legislation and/or Standards

Bidder(s) should be cognisant of the legislation and/or standards specifically applicable to the services.

Productivity SA Acts; Rules and Regulations

Bidder(s) should be compliant with all Productivity SA Acts, Rules and Regulation. Bidders(s) should remain complaint throughout the contract, in relation to the last phase of the Evaluation and Selection Criteria.

E. TERMS OF REFERENCE, FUNCTIONALITY

4. BRIEFING SESSION

A briefing and clarification session will be virtually **on Zoom** on the 17 November 2026 at 10:30am to clarify to bidder(s) the scope and extent of work to be executed.

Link: https://teams.microsoft.com/meet/3926075964443622?p=dETQ8MBxx0wlUqw2o2
Password : Cz9Fc7vR
Meeting ID : 392 607 596 444 362 2

It is encouraged that bidders attend the briefing session.

5. CONTACT AND COMMUNICATION

5.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified person, Sifiso Gwala and Tebogo Dioka via email sifisog@productivitysa.co.za and tebogod@productivitysa.co.za and/or 011 848 5371. Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address.

5.2. The delegated office of Productivity SA may communicate with Bidder(s) where clarity is sought in the bid proposal.

5.3. Any communication to an official or a person acting in an advisory capacity for Productivity SA in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.

5.4. All communication between the Bidder(s) and Productivity SA must be done in writing.

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

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

5.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Productivity SA will, if possible, be corrected and provided to

all Bidder(s) without attribution to the Bidder(s) who provided the written notice.

5.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid, or the Tendering process must keep the contents of the Bid and other such information confidential and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

6. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

7. FRONTING

7.1. Productivity SA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background Productivity SA condemns any form of fronting.

7.2. Productivity SA, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry and Competition, be established during such enquiry / investigation, the onus will be on the Bidder
/ contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies Productivity SA may have against the Bidder / contractor concerned**.**

8. SUPPLIER DUE DILIGENCE

Productivity SA reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

9. SUBMISSION OF PROPOSALS

Bid documents may either be posted to Private Bag 235, Midrand, Gauteng, 1685 (preferably registered mail) OR placed in the tender box at Productivity SA, International Business

Gateway, Cnr New Road and Sixth Road Midrand.

9.1. OR couriered to the aforesaid address on or before the closing date and time.

9.2. Bid documents will only be considered if received by Productivity SA before the closing date and time, regardless of the method used to send or deliver such documents to Productivity SA.

9.3. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) USB with content of each file by the [Closing date 03 December 2026 at 10:30am. Each file and USB must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the USB must be labelled and submitted in the following format: Bidders are requested to initial each page of the tender document on the bottom right-hand corner.

10. PRESENTATION / DEMONSTRATION

Productivity SA reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process. The winning bidder may be required to come for an additional presentation after the evaluation prior to final appointment.

11. DURATION OF THE CONTRACT

The successful bidder will be appointed for a period of 60 (sixty) months starting 01 June 2027 to 30 May 2032.

12. SCOPE OF WORK

12.1 INTRODUCTION TO PRODUCTIVITY SA

Productivity SA instituted under the Employment Service Act 4 of 2014, is mandated by Government, Organised Labour and Organised Business to improve the productive capacity of the economy and thus contribute to South Africa's socio-economic development and competitiveness. Productivity SA is a schedule 3A Public Entity in terms of the PFMA.

Productivity SA's vision is to lead and inspire a productive and competitive South Africa. Its mission is to improve productivity by diagnosing, advising, implementing, monitoring and evaluating solutions aimed at improving South Africa's sustainable growth, development and employment through increased competitiveness.

12.2 BACKGROUND

Productivity SA currently occupies a building for the execution of its duties at International Business Gateway, Cnr New Road , Sixth Road, Midrand in Gauteng. The current lease expires at the end of May 2027 therefore it is for this reason which Productivity SA seeks to source suitable modern office space for its Head Office.

12.3 INVITATION TO BID

Productivity SA invites proposals from suitably qualified property owners, estate agents, and/or mandated representatives for the provision of office accommodation for its Head Office in the Midrand.

The proposed building must provide approximately 900 m² to 1,200 m² of lettable office space. The office space must include 40 dedicated shaded or basement parking bays as well as 20 visitor parking bays. The proposed premises must be in a modern, green, and technology-enabled building or office development and be classified as Grade-P, Grade-A, or Grade-B, with Grade-B being the minimum acceptable standard. Preference will be given to facilities that offer a professional, sustainable, and efficient working environment aligned with Productivity SA's operational needs.

12.4 KEY DELIVERABLES

- Office accommodation measuring approximately 900 m² to 1,200 m²;
- The building/ development must be a modern technology building with at least B-grade building or higher.
- Premises located within the Waterfall or Midrand area;
- 40 dedicated shaded or basement parking bays; and
- 20 visitor parking bays;
- Adequate and efficient air-conditioning to all designated spaces and offices;
- Energy-efficient lighting with suitable lux levels in all areas, including external security lighting;
- Physical security 24/7 and electronic security (CCTV and access control), including biometric access control to the designated office environment;
- Alternative power supply in the event of power supply interruptions to the building, and alternative water supply in the event of water supply disruptions; and
- Ability to accommodate multi vendors for provision of fiber
- Accessible location - Ease of access to N1 and Accessible to public transport
- Design and fitment of office to Productivity SA specification
- Office design layout

12.5 General Maintenance

The landlord shall be responsible for the general maintenance of the building and the below listed for the duration of the lease.

- Roof
- HVAC
- Ablution hygiene equipment in proposed building bathrooms
- Fire Protection, Detection and Suppression
- Common Area: Maintain and up-keep of electrical reticulation
- Ground and garden
- Washing external windows and facades
- Lift if available
- Parking

Tenderers shall use the requirements contained in Table A as the basis for the preparation of their proposed floor plans. The submitted floor plan must demonstrate the Tenderer's ability to accommodate the indicative accommodation requirements set out therein. Any costs associated with designing, amending, or refining the floor plan to meet these requirements shall be deemed to be included in the tendered price and shall not result in additional cost to Productivity SA.

12.6 OFFICE REQUIREMENTS SECTION

TABLE A: OFFICE REQUIREMENTS

OFFICE/SPACE REQUIREMENTS	**(60 months).**	
Preferred Location	Waterfall and Midrand Area	
GLA	900m² - 1200m²	
Description		
Department: Office of the CEO	Estimated Sqm	Comments

Department: Allocation		(Open plan per unit)
Chief Executive Officer (Office)	+-30m²	
Executive Boardroom (Office)	+-28m²	
Executive Secretary (Office)	+-12m²	
Company Secretary (Office)	+-12m²	
Manager: OCEO (Office)	+-12m²	
Storeroom	+-8m²	
Department: Region 1	Estimated Sqm	Comments
Department: Allocation		
Executive Manager: Region 1 (Office)	+-18m²	
Senior Manager: CIS (Office)	+-12m²	
Senior Manager: BT & R (Office)	+-12m²	
Storeroom (Office)	+-8m²	
(Open plan Shared Space) Regional Secretary RGN 1 Practitioners (Number of Practitioners) Papa Administrator		Open plan work areas divided according to business units or operational functions
Department BT&R	Office allocation	Comments
Department: Allocation		
Executive Manager: BT & R (Office)	+-18m²	
Monitoring and Evaluation Specialist (Office)	+-12m²	
Organisational Development Specialist (Office)	+-12m²	
Business Turnaround and Recovery Specialist	+-12m²	
(Open plan Shared Space) Senior Administrator: BT & R Secretary: BT & R Senior Productivity Practitioner Interns	+-12m²	Open plan work areas divided according to business units or operational functions
Storeroom	+-8m²	
Corporate Services: Finance	Office allocation	Comments
Department: Allocation		
Chief Financial Officer (Office)	+-18m²	
Senior Financial Manager (Office)	+-12m²	
Financial Accountant (Office)	+-12m²	
Ntembeko Office	+-12m²	

(Open plan Shared Space) Finance Coordinator Cashbook Administrator Accounts Payable Administrator Accounts Receivable Administrator Financial Business Analyst Asset Administrator Intern	45 m²	Open plan work areas divided according to business units or operational functions.
Storeroom	+-9m²	
Department: Research, Innovation and Statistics:	**Estimated Sqm**	**Comments**
Department: Allocation		
Executive Manager: RIS (Office)	+-18m²	
Manager: Economic Research (Office)	+-12m²	
Manager: Economic Research (Office)	+-12m²	
Chief Economist (Office)	+-12m²	
Storeroom (Office)	+-8m²	
(Open plan Shared Space) Secretary Information Officer Economic Statistician	+-m²	Open plan work areas divided according to business units or operational functions
Corporate Relations:	**Office Sqm**	**Comments**
Department: Allocation		
Executive Manager: (Office)	+-9m²	
Media Liaison Manager (Office)	+-12m²	
Marketing Manager (Office)	+-12m²	
Storeroom (Office)	+-12m²	
(Open plan Shared Space) Senior Programme Administrator Event Coordinator Intern	+-m²	Open plan work areas divided according to business units or operational functions
Storeroom	+-12m²	
Receptionist/ Administrator	+-28m²	
Competitiveness Improvement services:	**Office allocation**	**Comments**
Department: Allocation		
Executive Manager: CIS : (Office)	+-18m²	
Senior Manager: CIS (WPC) : (Office)	+-12m²	
Senior Manager: Competency Development: (Office)	+-12m²	
(Open plan Shared Space) Administrator: Special Projects Senior Programme Administrator: CIS Project Manager: Special Projects Intern	+-m²	Open plan work areas divided according to business units or operational functions
Storeroom (Office)	+-9m²	
Corporate Services: ICT & Facilities	**Office allocation**	**Comments**
Department: Allocation		

Senior Manager: ICT & Facilities (Office)	+-12m²	
Server room (Office)	+-12m²	
X2 Office Attendants (Office)	+-15m²	
(Open plan Shared Space) IT & Facilities Coordinator Senior IT Administrator IT Administrator SharePoint Administrator Driver/ Maintenance Officer	+-m²	Open plan work areas divided according to business units or operational functions
Department: Human Resources	**Office allocation**	**Comments**
Department: Allocation		
Head: HRM (Office)	+-12m²	
Senior Manager: HR & Payroll (Office)	+-12m²	
Human Resource Business Partner: (Office)	+-12m²	
Human Resource Business Partner: (Office)	+-12m²	
Storeroom (Office)	+-12m²	
(Open plan Shared Space) Secretary/Admin Intern	+-m²	Open plan work areas divided according to business units or operational functions
Common Areas	**Office allocation**	**Comments**
Meeting Rooms and Boardrooms allocation		
B Room 1 22 Seater	+-48sqm	
B Room 2 12 Seater	+-20sqm	
B Room 3 10 Seater	+-17sqm	
B Room 4 10 Seater	+- 17sqm	
B Room 5 8 Seater	+-19sqm	
B Room 6 8 Seater	+-19sqm	
Privacy Room 1	+-3sqm	
Privacy Room 2	+-3sqm	
Privacy Room 3	+-3sqm	
Privacy Room 4	+-3sqm	
Privacy Room 5	+-3sqm	
Privacy Room 6	+-3sqm	
Kitchen	+-3sqm	
Pause Area	+-90sqm	
Storage and ICT Area		
Printing Area	+-3sqm	Open shared space
Server room	+-12sqm	
ICT Infrastructure Requirements: The premises must support		
Multiple providers' availability of fibre infrastructure		
Parking Requirements		
40 basement or Shaded Parking and 20 Visitors Parking		
Building Requirements - The building must:		
Comply with occupational health and safety standards		

Provide: 24/7 security or controlled access		
Fire safety systems (extinguishers, alarms, evacuation plans)		
Backup power generator or Solar (mandatory)		
Shared Facilities		
Bathroom facilities (may be shared with other tenants, provided they are well maintained and compliant with standards)		

13. TECHNICAL REQUIREMENTS

13.1 MANDATORY

This set of documents must be submitted with the bid, failure to submit any of these documents will automatically disqualify the bidder.

- **Proof of Ownership:** The bidder must be the registered owner of the proposed property, or must hold a written mandate from the registered owner to offer and let the property for the purposes of this bid. The property must be confirmed as available for letting as outlined in the specifications of this bid.
- **Representative mandate together with A title deed**: Where the bidder is not the registered owner: a copy of the title deed (or deeds search as above) PLUS a signed and dated letter of authorisation / mandate from the registered owner – whose name must correspond with the title deed – authorising the bidder to offer, market and let the property for this bid. Where the registered owner is a juristic person or trust, the mandate must be signed by a duly authorised representative and supported by the applicable resolution or letter of authority.

13.2 TECHNICAL EVALUATION - DESKTOP

The appointed Landlords/Property Management Agencies/Property owners/ Developers or their mandated representative shall be required to provide the following minimum requirements:

Criterion	Evidence Required (to be submitted with the bid)	Max Points	Allocation of Points
1. Proximity: Distance within Midrand.	Google map location indicating office.	**10**	**10** points = Within Midrand and Waterfall. **5** points = Up to 6 km from Midrand and Waterfall area **1** point = more than 6 km
2. Office space compliance – and proposed layout plan (to meet Productivity SA requirements): The proposed layout must address the Office requirements as listed **Under Office Requirement section**	Office space - Proposed space / layout plan and floor plans identifying each of the required office space and it has Fibre space. The building must comprise a lettable space of 900m²- 1200m²- •Floor Plan to also depict the Emergency and Evacuation Routes including the assembly point	**30**	**30** points = requirements met in the proposal (more than 90%) with design **20** points = Partial requirements met (70% – 90%) **1** point = Not met, no layout
3. Designated parking Undercover/shaded staff parking [40 bays] and open visitor parking [20 bays].	Site / parking layout plan showing clearly demarcated and numbered bays allocated to this bid (undercover and open).	**10**	**10** points = exceeds the full requirement (more than 40 undercover and 20 open bays) **8** points = parking clearly defined and meets the full requirement **0** point = no allocation of parking and/or does not meet the full requirement

4. Building Grade: Grade of the building	Provide evidence of the building grade S.	**20**	**20** points = Grade P **18** points = Grade A **15** points = Grade B **0** point = Below Grade B not meet the full requirement
5. Security: Physical security 24/7 and alarm systems with armed response as a minimum	Description of the physical and electronic security measures with supporting specifications, layouts and/or copies of current	**10**	**10** points = enhanced security measures that exceed the requirements **8** points = meets the minimum requirements for the security stipulations
requirement; electronic security (CCTV and access control), with security gates and burglar proofing to all windows; biometric access control to the designated office environment.	security service agreements.		**1** point = no provision for physical and electronic security measures
6. Alternative power and water supply: Alternative power supply in the event of power interruptions, and alternative water supply in the event of water outages and supply disruptions to the building.	Specifications and capacities of the standby generator / UPS and water storage / backup installations, with recent maintenance or service records.	**10**	**10** points = additional enhancements, including UPS and energy-saving initiatives **8** points = alternative power and water on site that meets the minimum requirement **1** point = no alternative power and water supply (or only one of the two)
7. Fire and emergency equipment and installations: Portable fire extinguishers, hose reels and hydrants installed as a minimum requirement meeting the legal requirements. Enhanced installations include fire detection and suppression systems.	Fire equipment layout, valid service certificates for fire equipment (SANS 1475), and the emergency evacuation plan for the building.	**10**	**10** points = enhanced fire and emergency provision, including fire detection and suppression and other measures **8** points = meets the legal requirements for fire and emergency planning **1** point = inadequate fire and emergency provision
TOTAL		**100**	**Minimum qualifying threshold: 75 points (75%)**

13.3 TECHNICAL EVALUATION – SITE VISIT

Bidders who achieve the Technical Evaluation – Desktop minimum threshold will be subjected to a physical site inspection of the proposed premises by the Productivity SA evaluation panel. The purpose of the site visit is to verify, on site, the information and documentation submitted with the bid and to assess the physical condition and suitability of the premises. The maximum score is 100 points.

Site visit evaluation criteria

Criterion	What Will Be Verified on Site (Evidence Required)	Max Points	Allocation of Points
1. Conformity of the premises with the submitted bid	The building and address correspond with the documentation submitted (plans, photographs, map); the floor areas, spaces and proposed layout submitted in Phase 2 are achievable within the building as inspected.	**20**	**20** points = premises fully consistent with the submitted documentation **10** points = minor discrepancies that do not affect compliance with the requirements **1** point = material discrepancies between the premises and the submitted documentation
2. Building condition and grade (SAPOA Grade B minimum; Grade A preferred.) Grade P – Budget permitting	General structural condition, quality of finishes, state of repair (roof, walls, windows, paintwork, waterproofing) assessed against the SAPOA office grading definitions in the Special Conditions.	**15**	**15** points = condition and finishes consistent with Grade P **13** points = condition and finishes consistent with Grade A **10** point = condition and finishes below Grade B **0** point = condition and finishes below Grade B
3. Building services and installations	Air-conditioning to designated spaces operational and adequate; energy-efficient lighting with suitable lux levels, including external security lighting; plumbing and ablutions in working order; lifts (where applicable) operational and certified.	**15**	**15** points = all services functional and in good order **8** points = minor defects that can reasonably be rectified before beneficial occupation **1** point = material defects and/or non-functional services
4. Parking verification	The 40 undercover/shaded parking staff bays and 20 open visitor bays physically exist as per the submitted parking layout, are accessible, and are capable of being dedicated to Productivity SA.	**10**	**10** points = full parking requirement verified on site **5** points = parking partially verified / partially compliant **1** point = parking could not be verified or does not meet the requirement

5. Security infrastructure	Physical guarding arrangements, perimeter security, CCTV, access control, security gates and burglar proofing observed on site and consistent with the Phase 2 submission.	**10**	**10** points = security infrastructure in place as offered, or better **8** points = security infrastructure not (fully) in place, but a signed Undertaking to Complete Outstanding Installations (Annexure J), with a works programme, confirms completion prior to beneficial occupation **5** points = security infrastructure partially in place, with no undertaking provided **1** point = offered security infrastructure absent, with no undertaking provided
5. Location & Environmental Assessment	Physical appearance, outside location security and accessibility of the office and amenities.	**10**	**10** points = ease of access, secure area, access to amenities **8** points = ease of access, area is secure but lacks some amenities **5** points = area is secure, but lacks amenities or constrained access **0** point = Area is not secure
6. Alternative power and water installations	Standby generator / UPS and water backup installations physically installed, serviced and demonstrably functional (test run or recent service records sighted).	**10**	**10** points = installations verified on site and demonstrably functional **8** points = installations not (fully) installed or functionality not demonstrated, but a signed Undertaking to Complete Outstanding Installations with a works programme, confirms installation, servicing and commissioning prior to beneficial occupation

			5 points = installations present but functionality / servicing not demonstrated, with no undertaking provided **1** point = offered installations absent, with no undertaking provided
7. Fire and life safety	Fire extinguishers, hose reels and hydrants installed and within service date; emergency signage and escape routes unobstructed; evacuation plan displayed; enhanced systems (detection / suppression) where offered.	**10**	**10** points = compliant, with equipment serviced and routes unobstructed (or enhanced provision) **5** points = partially compliant with defects that can reasonably be rectified before occupation **1** point = non-compliant
TOTAL		**100**	**Minimum qualifying threshold: 75 points (75%)**

14. FINANCIAL PROPOSAL

FINANCIAL SUMMARY	
Building Name Location :	
Office GLA	m²
Total Gross Lettable Area:	
Office Net Rental per m²	R
Additional Costs per m²	R
Gross Rental at Commencement:	R
Basement Parking Rate per Bay	
Shaded/Covered Parking Rate per Bay	
Open Parking Rate per bay	
Total Parking Bays:	
First Months Rental:	R
Escalation Percentage Rate	
Lease Term	
Beneficial Occupation (months)	
Rent Free (months)	
Value of Rent-Free Period	
Lease Commencement	
Lease Term	
Lease Expiry	

Landlord Contribution to Tenant Installation (per m²)		
Total Landlord Contribution to Tenant Installation		
Rental Cash Flow Summary - Monthly		
Year 1	2027/06/01	R
Year 2	2028/06/01	R
Year 3	2029/06/01	R
Year 4	2030/06/01	R
Year 5	2031/06/01	R
Total Lease Value:		**R**
Estimated Tenant Installation Costs	Rate per m²	
Estimated Usable Area Ratio Percentage	%	
Total Estimated Installation Costs		
Total Landlord Contribution to Tenant Installation		
Estimated Installation Cost LESS Landlord Contribution		
Total Estimated Cost of Occupation (excl Utilities)		
Estimated Utilities Additional to Rental Amounts (per month)		

15. EVALUATION AND SELECTION CRITERIA

Productivity SA has set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

Pre-qualification Criteria (Gate 0)	Technical Evaluation Criteria (Gate 1)	Price and SPEFICIC GOALS Evaluation (Gate 2)
Bidders must submit all documents as outlined in paragraph **(Table 1)** below. **Only bidders that comply with ALL these criteria will proceed to Gate 1.**	Bidder(s) are required to achieve a **minimum of 75** points out of 100 points to proceed to Gate 2 (Price and SPECIFIC GOALS).	Bidder(s) will be evaluated out of 100 points on Price and SPECIFIC GOALS

15.1 Gate 0: Mandatory pre-qualification Criteria

MANDATORY REQUIREMENTS

If a bidder does not comply fully with each of the mandatory requirements, it shall be regarded as mandatory non-compliance and the bid shall be disqualified. No "unanswered" questions will be allowed. If a response to a question has been indicated as comply but not elaborated upon or substantiated it shall be regarded as mandatory non- performance/non-compliance and the bid shall be disqualified.

Bidders shall provide full and accurate answers to the mandatory questions posed in this document, and, where required, explicitly state either "Comply/Accept (with a "Yes")" or "Do not comply/do not accept (with a "No")" regarding compliance to the requirements. Bidders must substantiate their responses to all mandatory questions.

PLEASE NOTE: If the response does not substantiate any of the points or requirements in the body of the tender, it will be deemed to not comply, even if the 'Comply' field has been marked. Please note: All documentation to substantiate the mandatory requirements has to be supplied.

Without limiting the generality of Productivity SA 's other critical requirements for this Bid, bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorised representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Table 1: Documents that must be submitted for Pre-qualification

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	**YES**	Complete and sign the supplied pro forma document
Tax Status **Tax Clearance Certificate**	**YES**	i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder's tax compliance status. (Refer Section 4.1.4) ii. Proof of Registration on the Central Supplier Database (Refer Section 4.1.5) iii. Vendor number iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.
SBD 3.2 Pricing schedule	**YES**	i. Complete and sign the supplied pricing schedule document
Declaration of Interest – SBD 4	**YES**	Complete and sign the supplied pro forma document
Preference Point Claim Form – SBD 6.1	**NO**	Non-submission will lead to a zero (0) score on SPECIFIC GOALS
SBD 7.2 Rendering of services	**YES**	Complete and sign the supplied rendering of services document
Declaration of Bidder's Past Supply Chain Management Practices – SBD 8	**YES**	Complete and sign the supplied pro forma document
Certificate of Independent Bid Determination – SBD 9	**YES**	Complete and sign the supplied pro forma document
Bidder Compliance form for Functional Evaluation	**YES**	Complete and sign

Registration on Central Supplier Database (CSD	**YES**	The bidder must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Submit proof of registration.
Proof of SAPOA graded building	**YES**	The commercial Office space must have a grading of **B** or higher.

15.2 Gate 1: Technical Evaluation Criteria = 100 points

All bidders are required to respond to the technical evaluation criteria scorecard and compliance checklist.

Only Bidders that have met the Pre-Qualification Criteria in (Gate 0) will be evaluated in Gate 1 for functionality. Functionality will be evaluated as per table listed above:

i. Desktop Technical Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum of 75 points of 100 points.

ii. Technical Evaluation Site Visit – Bidders will be evaluated out of 100 points and are required to achieve minimum of 75 points of 100 points.

The Bidder's information will be scored according to the following points system:

Functionality	Maximum Points Achievable	Minimum Threshold
Technical Evaluation – Desktop is documentation based	100	75
Technical Evaluation – Site Visit to the proposed building	100	75
Price and Specific Goals	100	Award recommendation
OVERALL COMBINED POINTS	**100**	**75**

15.3 Gate 2: Price and SPECIFIC GOALS Evaluation (80+20) = 100 points

Only Bidders that have met the 75 point threshold in Gate 1 will be evaluated in Gate 2 for price and

SPECIFIC GOALS. Price and SPECIFIC GOALS will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Preferential Procurement Regulations (2022 Regulations) under the Preferential Procurement Policy Framework Act, 2000 (PPPFA), responsive bids will be adjudicated on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

15.3.1 The bid price (maximum 80 points)

15.3.2 SPECIFIC GOALS contributor (maximum 20 points)

13.3.1.1. ***Stage 1 – Price Evaluation (80 Points)***

Criteria	Points
Price Evaluation $Ps\ 80\left(1-\frac{Pt-P\min}{P\min}\right)$	80

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

Where-

Ps = Points scored for price of tender under consideration;

Pt = Price of tender under consideration; and

Pmin = Price of lowest acceptable tender.

(2) A maximum of 20 points may be awarded to a tenderer for the specific goal specified for the tender.

(3) The points scored for the specific goal must be added to the points scored for price and the total must be rounded off to the nearest two decimal places.

(4) Subject to section 2(1)*(f)* of the Act, the contract must be awarded to the tenderer scoring the highest points.

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

13.3.1.2. ***Stage 2 – SPECIFIC GOALS as per SBD 6.1 (20 Points)***

13.3.1.3. ***Stage 3 (80 + 20 = 100 points)***

The Price and SPECIFIC GOALS points will be consolidated.

16. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation

STATS SA P0141 (CPI), Table E	Table E - All Items I

17. SERVICE LEVEL AGREEMENT

17.1 Upon award Productivity SA and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by Productivity SA, more or less in the format of the draft Service Level Indicators included in this tender pack.

17.2 Productivity SA reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.

17.3 Bidder(s) are requested to:

17.3.1 Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;

17.3.2 Explain each comment and/or amendment; and

17.3.3 Use an easily identifiable colour font or "track changes" for all changes and/or amendments to the Service Level Indicators for ease of reference.

17.4 Productivity SA reserves the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to Productivity SA or pose a risk to the organisation.

18. SPECIAL CONDITIONS OF THIS BID

Productivity SA reserves the right:

18.1 To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5, regulation 2022)

18.2 To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).

18.3 To accept part of a tender rather than the whole tender.

18.4 To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.

18.5 To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.

18.6 To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.

18.7 Award to multiple bidders based either on size or geographic considerations.

19. Productivity SA REQUIRES BIDDER(S) TO DECLARE

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

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

19.1.1 Act honestly, fairly, and with due skill, care and diligence, in the interests of Productivity SA;

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

19.1.3 Act with circumspection and treat Productivity SA fairly in a situation of conflicting interests;

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

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

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

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

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

20. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

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

20.1.2 seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful

advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.3 makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of Productivity SA's officers, directors, employees, advisors or other representatives;

20.1.4 makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

20.1.5 accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

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

20.1.7 has in the past engaged in any matter referred to above; or

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

21. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

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

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

22. PREPARATION COSTS

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

23. INDEMNITY

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

24. PRECEDENCE

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

25. LIMITATION OF LIABILITY

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

26. TAX COMPLIANCE

No tender shall be awarded to a bidder who is not tax compliant. Productivity SA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that it is established that such bidder was in fact not tax compliant at the time of the award or has submitted a fraudulent Tax Clearance Certificate to Productivity SA, or whose verification against the Central Supplier Database (CSD) proves non-compliant. Productivity SA further reserves the right to cancel a contract with a successful bidder in the event that such bidder does not remain tax compliant for the full term of the contract.

27. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

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

28. GOVERNING LAW

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

29. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

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

30. CONFIDENTIALITY

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a bidder's tender(s) will be disclosed by any bidder or other person not officially involved with Productivity SA's examination and evaluation of a Tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by Productivity SA remain proprietary to Productivity SA and must be promptly returned to Productivity SA upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, bidder(s) must secure Productivity SA's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

31. Productivity SA PROPRIETARY INFORMATION

Bidder will on the Declaration of Productivity SA PROPRIETARY INFORMATION declare that they did not have access to any Productivity SA proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

32. AVAILABILITY OF FUNDS

Should funds no longer be available to pay for the execution of the responsibilities of this bid (PSA/OCFO/04/2026), the Productivity SA may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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General Conditions of Contract

1. **Definitions**

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7. "Day" means calendar day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. **Application**

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

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

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

3. **General**

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. **Patent rights**

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

7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

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

8. Inspections, tests and analyses

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

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

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

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

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

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

8.7. Any contract supplies may, on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the

suppliers' cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. **Packing**

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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

14. **Spare parts**

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

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

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

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

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

15. **Warranty**

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

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

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

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

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

16. **Payment**

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to fulfil their respective obligations under the contract unless they otherwise agree; and

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

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34. Prohibition of Restrictive practices

34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

G. PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

TO PRODUCTIVITY SA

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this referral form;

a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.

b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as Productivity SA (responsible party) must use my/our information in the performance of its public legal duty.

c) I/we understand that my/our personal information may be disclosed to a third party in as far as Productivity SA must fulfil its public legal duty.

d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on Productivity SA website.

SIGNED AT _____ON THIS _____DAY OF _____2026

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENATIVE OF THE COMPANY: _____

SIGNATURE OF REPRESENATIVE OF THE COMPANY: _____

H. PERFORMANCE MANAGEMENT REVIEW

The Productivity SCM Manual, part 10 (a)-(d) states that the entity must enter into a Performance Management Review (PMR) with all service providers. The reviews are performed on a quarterly basis with the relevant program and the service provider.

ACCEPTANCE OF PMR AGREEMENT

You are hereby requested to sign this document as acceptance of the agreement. Failure to sign this document will lead to disqualification.

For:

CONTRACTOR

Signature : _____

Name : _____

Designation : _____

Date : _____

PRODUCTIVITY SA

Signature : _____

Name : _____

Designation : _____

Date :



I. DECLARATION OF SA PROPRIETARY INFORMATION

TO PRODUCTIVITY SA

By signing this referral form;

a) I/we hereby declare that I/we did not have access to any Productivity SA proprietary information or any other matter that may have unfairly placed me in a preferential position in relation to any of the other bidder(s).

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENATIVE OF THE COMPANY: _____

SIGNATURE OF REPRESENATIVE OF THE COMPANY: _____