BID NO: SAMSA/120/2026/27: REQUEST FOR PROSPECTIVE BIDDERS TO SUBMIT A PROPOSAL FOR THE LEASING OF OFFICE ACCOMMODATION IN CAPE TOWN FOR A PERIOD OF FIVE (5) YEARS.

PART 1

1.1 LETTER OF INVITATION TO THE SERVICE PROVIDER:

BIDS TO BE SUBMITTED TO:

South African Maritime Safety Authority
146 Lunnon Road
Cnr Jan Shoba & Lunnon Road
Hillcrest
0183

Attention: Ivor Mothoane
Tel: 012 366 2600
Email: imothoane@samsa.org.za

ISSUE DATE: 11 NOVEMBER 2026

NON - COMPULSORY BRIEFING SESSION

DATE	**18 November 2026**
TIME	**10H00 to 11H00**
VENUE (ONLINE)	Microsoft Teams meeting **Join:** https://teams.microsoft.com/meet/3800006126369665?p=DLXRCNwSbfZcVi0OsV
MEETING ID	380 000 612 636 966 5
PASSCODE	Eo7om9j5

NOTE: bidder who did not attend the briefing session will not be disqualified from the evaluation process

CLOSING DATE: 04 DECEMBER 2026 at 11:00 am

1.2. OBJECTIVES

The South African Maritime Safety Authority (SAMSA) requires the leasing of office accommodation in Cape Town for a period of five (5) years.

Technical and administrative queries:
Queries relating to these documents may be addressed in writing by quoting the Bid No. **SAMSA/120/2026/27** on the subject line for attention: imothoane@samsa.org.za

Submission of Bids:

- 1x ORIGINAL bid document, to be also used for contract signing.
- 1x copy of the original bid document
- 1x electronic copy (replica) of the original bid document in PDF (USB).

Bid documents must contain 1x original bid document ,1x copy of the original document, initialed on each page thereof and signed where required (two separate envelopes: one for Pricing and the other for technical document)

A digital version on USB/Memory stick (replica) containing the bid document and all other supporting documents (fully submitted bid proposal with its attachments) must be provided of all tender documentation within the bid envelope.

These serve as the original sets of bid documents and form part of the contract.

The proposals may be submitted in sealed envelopes delivered at the Pretoria Office South African Maritime Safety Authority 146 Lunnon Road, Cnr Jan Shoba & Lunnon Road, Hillcrest,0183 and should be deposited in the box located at the reception.

The Bid number and tender description **MUST** be clearly indicated on the cover of the bid document. It is the responsibility of each bidder when submitting to ensure that they complete the Tender Register at the Reception. The closing date and time for receipt of tenders is ***04 December 2026 at 11H00***.

IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO ARRIVE EARLY TO SUBMIT A BID AS THEY WILL BE REQUIRED TO FOLLOW SECURITY PROTOCOLS OF REGISTRATION. SAMSA WILL NOT BE RESPONSIBLE FOR BIDDERS WHO ARRIVE LATE AND CLAIM THAT THEY WERE HELD AT SECURITY FOR REGISTRATION, WHICH WILL NOT BE ACCEPTED AS A REASON FOR LATE ARRIVAL OR LATE SUBMISSION.

SHOULD THE BIDDER WISH TO USE THE SERVICES OF A COURIER, DRIVER, OR ANY OTHER PERSON TO DELIVER THEIR BID DOCUMENT, THEY MUST MAKE SURE TO INFORM THEM TO REGISTER THE BID ON THE BID REGISTER, THE BID WILL NOT BE CONSIDERED IF IT IS NOT REGISTERED IN THE BID REGISTER.

Facsimile, and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviation from the requirements, will be eliminated. Interested Bidders are expected to submit returnable documents on the original tender issued by SAMSA and written in black ink. This tender document may not be reproduced.

PART 2 - INSTRUCTIONS

1. INTRODUCTION SAMSA

1.1. The South African Maritime Safety Authority (SAMSA) was established on the 1st of April 1998 under the SAMSA Act 5 of 1998. The objectives of the Authority are:

- To ensure safety of life and property at sea;
- To prevent and combat pollution from ships in the marine environment; and • To promote the Republic's maritime interests.

SAMSA has also been charged with the responsibility of executing the following:

- Administration of the Merchant shipping (National Small Vessel Safety) Regulation, 2007, as amended

(the Regulations). The Regulations extends SAMSA's Core mandate to include inland waterways (only waterways accessible to the public) within the Republic. That is to ensure boating safety on our waters.

- Implementing and executing the Long-Range Identification and Tracking (LRIT) of vessels along the South African coastline. The Long-Range vessels monitoring system assist in securing South Africa's coastal waters in the midst of the rising lawlessness at sea, with particular reference to the worrying scourge of pirate attacks along the east coast of Africa.

SAMSA's head office is based in Pretoria, while there are 8 other offices based along the South African coastline.

2. CONDITIONS OF BID AND CONTRACT

2.1 GUIDELINE ON COMPLETION

21.1. Bidders must ensure compliance on a paragraph-by-paragraph basis. Bids not completed in the manner prescribed may be considered incomplete and rejected.

2.2. CONFIDENTIALITY

2.2.1 The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.

2.2.2 All bidders are bound by a confidential agreement preventing the unauthorized disclosure of any information regarding SAMSA or its activities to any other organization or individual. The bidders may not disclose any information, documentation, or products to other clients without written approval of the accounting authority or the delegate.

2.3 COPYRIGHT

2.3.1 Copyright of all documentation relating to this assignment belongs to SAMSA. The successful bidders may not disclose any information, documentation or products to other clients without the written approval of the accounting authority or the delegate.

2.4 CONTRACTUAL COMMITMENT

2.4.1 No commitment of any kind, contractual or otherwise shall exist unless and until a formal written agreement has been executed by or on behalf of SAMSA. Any notification of preferred bidder status by SAMSA shall not give rise to any enforceable rights by the Bidder. SAMSA may cancel this Request for Proposal (RFP) any time prior to the formal written agreement being executed by or on behalf of SAMSA. SAMSA reserves the right at its sole discretion, and at any time, to amend, deviate from, postpone, discontinue or terminate the transaction/procurement process without incurring any liability whatsoever to any other party. SAMSA reserves the right not to award this tender to the highest ranked or highest scoring bidder, as it needs to align its procurement practices to governance practices that are in line with its own growth path. These may include but are not limited to driving socio-economic development objectives that are enshrined in various government policies.

2.5 PAYMENTS

2.51 Payment terms may be negotiated with the successful bidder before awarding the bid.

2.5.2 SAMSA will pay the service provider for the service rendered in line with the contract. No additional amounts will be payable by SAMSA to the contractor without prior approval of the additional scope of work.

2.5.3 The service provider shall from time to time during the duration of the contract, invoice SAMSA for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to SAMSA.

2.5.4 Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).

2.5.5 The service provider shall be responsible for accounting to the appropriate authorities for its Income Tax, VAT or other money required to be paid in terms of applicable law.

2.6 NON-COMPLIANCE WITH DELIVERY TERMS

2.6.1 As soon as it becomes known to the service provider that he will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, SAMSA
must be given immediate written notice to this effect. SAMSA reserves the right to implement remedies as provided for in the lease agreement.

2.7 WARRANTIES

2.7.1 The service provider warranties that: It can conclude this Agreement to the satisfaction of SAMSA.

2.7.2 Although the service provider will be entitled to provide services to persons other than SAMSA, the service provider shall not without the prior written consent of SAMSA, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the services.

2.8 PARTIES NOT AFFECTED BY WAIVER OR BREACHES

2.8.1 The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof.

.28.2 No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.

2.9 SUBMITTING OF FRAUDULENT DOCUMENTS

2.9.1 The bidder must declare any Partnership or JV arrangements when submitting the proposal.

2.9.2 All parties to the bid (JV or Partnership) must submit all the required returnable documents as per the requirement of the tender.

2.9.3 A trust, consortium or joint venture must submit a consolidated B-BBEE certificate to indicate their status level in line with the BBBEE Code of Good Practice. A copy of the joint venture/consortium agreement must be included.

2.9.4 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated BBBEE scorecard as if it were a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

2.9.5 Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. National Treasury will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

2.9.6 The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, with the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

2.10 SUBCONTRACTING AFTER AWARD OF TENDER

2.10.1 A person awarded a contract may only enter into a subcontracting arrangement with the approval of SAMSA.

2.11 PROTECTION OF PERSONAL INFORMATION ACT (POPIA)

2.11.1 The bidder must be compliant with the Protection of Personal Information Act 4 of 2013.

2.11.2 The bidder must have the necessary appropriate physical, technological, administrative and technical security measures to ensure the protection and confidentiality of personal information that it, or its employees, its contractors or other authorised individuals comes into contact with to prevent loss or damage, or unauthorized access, processing or destruction.

2.12 COUNTER CONDITIONS

2.12.1 SAMSA draws bidders' attention that amendments to any of the Bid Conditions or setting of counter conditions by bidders will result in the invalidation of such bids.

2.13 RESPONSE PREPARATION COSTS

2.13.1 SAMSA is **NOT** liable for any costs incurred by a bidder in the process of responding to this Bid Invitation, including on-site presentations.

2.14 CANCELLATION OF BID

2.14.1 SAMSA reserves the right to withdraw and/or cancel the Bid Invitation prior to making an award. The cancellation grounds include insufficient funds, where the award price is outside of the objective determined fair market-related price range or any process impropriety.

2.14.2 SAMSA reserves the right to cancel/ and or terminate the bid process at any stage, including after the closing date and/or after the presentations has been made, and/or after bids have been evaluated, and/or after the shortlisted bidders has been notified of their status.

2.14.3 SAMSA reserves the right not to appoint and/or cancel the bid at any time and shall not be bound to accept the lowest bid or proposal.

2.15 COLLUSION, FRAUD AND CORRUPTION

2.15.1 Any effort by Bidder/s to influence evaluation, comparisons, or award decisions in any manner will result in the rejection and disqualification of the bidder concerned.

2.16 FRONTING

2.16.1 SAMSA, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes where applicable, conduct or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in the bid documents. Should SAMSA establish any of the fronting indicators as contained in the Department of Trade and Industry's "Guidelines on Complex Structures and Transactions and Fronting" during such inquiry/investigation, the onus is on the bidder to prove that fronting does not exist. Failure to do so within a period of 7 days from the date of notification will invalidate the bid/contract and may also result in the restriction of the bidder from conducting business with the public sector for a period not exceeding 10 years, in addition to any other remedies SAMSA may have against the bidder concerned.

2.17 RETURNABLE DOCUMENTS - COMPLIANCE AND GOVERNANCE VERIFICATION DOCUMENTS (Standard Bidding Documents)

- 1x ORIGINAL bid document, to be also used for contract signing.
- 1x COPY of the original bid document
- 1x electronic copy (replica) of the original document in PDF (USB).

Bidders must submit one (1) original bid document, one (1) copy of the original bid document, and one (1) electronic replica on a USB, including all supporting documentation and attachments. The original bid document must be initialled on each page and signed where required and shall constitute the bidder's

official submission. The original bid document shall further serve as the official record of the successful bidder's offer and shall be used as the basis for contracting with SAMSA.

In the event of any discrepancy, inconsistency or difference between the original bid document, the copy and/or the electronic version submitted on USB, the original bid document shall take precedence and shall be regarded as the bidder's official and binding submission. The copy and electronic version shall be regarded as replicas of the original and shall not amend, supplement or override the contents of the original bid submission.

2.18 SUBMISSION FORMAT (RETURNABLE SCHEDULES)

The verification during this stage is to review bid responses for purposes of assessing compliance with RFP requirements, whereby a bidder may be disqualified if they do not fully comply, which requirements include the following:	
Invitation to Bid (SBD 1) must be fully completed and signed.	Refer to Annexure A
Submission of fully completed SBD 4 (Bidder's disclosure).	(Refer to Annexure B)
Submission of fully completed SBD 6.1 (Preference Claim Certificate), accompanied by the relevant documents as proof for the points claimed for specific goal/s,	Refer to Annexure C
Detailed Proposal	**PART 3**
Submission of the General Conditions of a Contract (GCC)	Annexure D
Pricing Schedule	**PART 5 - To be submitted in a separate envelope**

2.19 QUERIES AND CLARIFICATIONS

2.19.1 Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (letter or e-mail). Please make reference to Tender Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.

2.20 REASONS FOR DISQUALIFICATION

2.20.1 SAMSA reserves the right to disqualify any bidders who do not comply with one or more of the following bid requirements and may take place without prior notice to the bidder:

- Bidder whose tax matters are not in order (Instruction Note 09 of 2017/2018 Tax Compliance Status will apply);
- submitted incomplete information and documentation according to the requirements of this Bid document;
- submitted information that is fraudulent, factually untrue or inaccurate information;
- received information not available to other potential bidders through fraudulent means;

- failed to comply with technical requirements as stipulated in the Bid document;
- misrepresented or altered material information in whatever way or manner;
- promised, offered or made gifts, benefits to any SAMSA employee;
- canvassed, lobbied in order to gain unfair advantage;
- committed fraudulent acts; and • acted dishonestly and/or in bad faith etc.

2.21 VALIDITY PERIOD

2.21.1 Bid should remain valid for at least hundred and twenty (**120**) days after the closing date.

2.21.2 The bidder should hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender document.

2.21.3 If requested by the employer, consider extending the validity period stated in the tender document for an agreed additional period.

2.21.4 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.22 LATE BIDS

2.22.1 Late submissions will not be accepted. A submission will be considered late if it arrived one minute after 11:00am or any time thereafter. The bid (tender) box shall be locked at exactly 11:00am and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

2.23 IMPORTANT DATES

Release of RFP	**11 November 2026**
Non-compulsory briefing session	**18 November 2026 @10:00**
Last day of queries	**20 November 2026**
Responses to queries	**24 November 2026**
Closing date for submission of proposals	**04 December 2026**

SAMSA reserves the right to amend any date specified above. Any changes will be communicated to the interested parties.

2.24 TRANSFORMATION

2.24.1 SAMSA promotes transformation within the maritime services sector of the South African economy and as such, bidders are encouraged to partner with majority black owned entities (51% black owned and controlled). Such partnerships may include the formation of a Joint Venture and/ or subcontracting agreement etc., where a portion of the work under this tender would be undertaken by black owned entities.

2.25 CLIENT BASE

2.25.1 SAMSA reserves the right to contact references during the evaluation and adjudication process to obtain information.

2.26 LEGAL IMPLICATIONS

2.26.1 Successful service providers will enter into a lease agreement with SAMSA, which will include the key lease terms in Part 3, clause 8.2.

2.27 PROHIBITIONS OF RESTRICTIVE PRACTICES

a) In terms of section 4(1) 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:

- directly or indirectly fixing a purchase or selling price or any other trading condition;
- dividing markets by allocating customers, suppliers, territories or specific types of goods or services; or
- collusive bidding.

b) If a bidder(s) or contractor(s), in the judgment of the purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered or terminate the contract in whole or in part and 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.

2.29 SIGNATORIES

2.29.1 All responses to this tender should be signed off by the authorised signatories of the bidder.

2.30 SPECIAL TERMS AND CONDITIONS

- The SAMSA reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the contract, without thereby incurring any liability to the affected bidders.

- This bid and the contract will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA. The special terms and conditions of contract are supplementary to that of the general conditions of the contract.

- Where, however, the special conditions of contract are in conflict with the general conditions of contract, the special conditions of contract will prevail, consistent with GCC clause 1.

- The General Conditions of Contract are designed for the procurement of goods and services. In terms of GCC clause 2.1, they apply to this lease of immovable property only to the extent that they are relevant. Lease-specific matters (rental, escalation, maintenance, renewal, termination and reinstatement) are governed by these special conditions, Part 3 (clause 8.2) and the lease agreement.

- The SAMSA is the sole adjudicator of the suitability of the venue for the purpose for which it is required. Therefore, the SAMSA's decision in this regard will be final.
- No bids sent by the facsimile or email will be accepted.
- Bids must only be submitted at the SAMSA Office in Pretoria by the specified date and time.
- Bidders are welcome to be present at the opening of bids, but no pricing will be read out.
- The annexures are part of the bid documentation and must be signed by the bidder and attach to the bid document.
- All bidders shall submit their pricing in accordance with the prescribed pricing schedule contained in the bid or quotation document (Part 5).
- Where a bidder has not provided pricing for a required line item, the BEC shall verify the omission against the prescribed pricing schedule and the requirements of the bid document. Where it is confirmed that the line item was required to be priced and no price has been provided, the bid may be regarded as incomplete and non-responsive for failure to price the full required scope.
- Bidders may include additional line items, costs, or pricing components not expressly listed in the prescribed pricing schedule where these are necessary to provide a complete and comprehensive price for the full scope of the bid. The inclusion of such additional items does not remove the requirement for bidders to provide pricing for each line item contained in the prescribed pricing schedule. Where a bidder fails to provide pricing for a line item contained in the prescribed pricing schedule, and the omission results in the full scope not being priced, the bid may be regarded as incomplete and non-responsive.
- Any qualifications, conditions, exclusions or deviations introduced by a bidder in its proposal or supporting documentation shall not be deemed accepted by SAMSA merely through receipt or evaluation of the bid. SAMSA is not obligated to identify or seek clarification on such conditions unless specifically raised during the prescribed clarification process and expressly accepted by SAMSA in writing. Bidders remain responsible for ensuring that their submissions comply with the Scope of Work, Terms of Reference and all bid requirements.
- Where a bidder submits a separate quotation or supporting pricing document in addition to the prescribed pricing schedule (Part 5), such document shall be regarded as supplementary, and in the event of any discrepancy or inconsistency, the price reflected in the prescribed pricing schedule (Part 5) shall prevail as the governing price for purposes of bid evaluation and award.
- Bidders are required to provide SAMSA with their tax compliance status PIN.
- Proof of registration on the Central Supplier Database (CSD) must be provided.
- No tender shall be awarded to a bidder who is not tax compliant. SAMSA reserves the right to withdraw an award made, or cancel a contract concluded with a successful bidder in the event that is established that such a bidder whose verification against the Central Supplier Database (CSD) proves non-compliant.

- Certified copy of B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the founding documents of a CC must be submitted.
- SAMSA may apply objective criteria, as permitted under Section 2(1)(f) of the Preferential Procurement Policy Framework Act (Act 5 of 2000), where such criteria justify an award that differs from the outcome of the preference point system.
- SAMSA reserves the right to conduct pre-award due diligence on the recommended bidder to verify the accuracy of the information submitted and to confirm the bidder's ability and capacity to perform the contract**.** Should the recommended bidder fail or refuse to cooperate with the due diligence process, submit false or misleading information, or where SAMSA is unable to reasonably verify the bidder's legal existence, operational capability or ability to perform the contract in accordance with the specification, the bidder may be declared non-responsive or the award may not be made to that bidder, and SAMSA may proceed to the next highest-ranked responsive bidder.
- SAMSA reserves the right to conduct due diligence on any recommended bidder prior to award. Where information obtained through such due diligence indicates that awarding a contract may expose the institution to significant reputational, legal, ethical, financial, or operational risk, the institution may, after due consideration and in accordance with applicable procurement legislation and principles of fairness, decide not to proceed with the award to the recommended bidder.

Special conditions on Mandatory Compliance Requirements

The mandatory requirements for this tender are divided into two categories:

a) **Table 1: Bid Closure Mandatory Requirements**; and

b) **Table 2: Pre-Appointment Mandatory Requirements**.

Compliance with both categories of requirements is mandatory. However, the timing for compliance differs as stipulated below.

a. Table 1: Bid Closure Mandatory Requirements

(i) All mandatory requirements listed in **Table 1** must be in existence and fully compliant at the time of bid closure and must remain compliant during the site inspection conducted as part of the bid evaluation process.

(ii) Failure to comply with any requirement contained in Table 1 at bid closure or during the site inspection shall render the bid non-responsive and the bidder shall be disqualified from further evaluation.

b. Table 2: Pre-Appointment Mandatory Requirements

(i) All mandatory requirements listed in **Table 2** must be fully implemented, operational, and compliant within **three (3) months from the date of the pre-appointment letter**, and in all circumstances prior to the final award and commencement of the lease agreement.

(ii) Requirements listed in Table 2 are not required to be fully compliant at the time of bid closure but must be achieved within the period stipulated in clause b(i).

(iii) By completing and submitting Table 2, the bidder formally undertakes and commits to achieving full compliance with all Table 2 requirements within the prescribed timeframe.

(iv) Table 2 shall constitute the bidder's formal declaration and letter of intent regarding its commitment to comply with the applicable requirements prior to final appointment and commencement of the lease.

(v) SAMSA reserves the right to verify compliance with all Table 2 requirements at any stage following pre-appointment and prior to final appointment and contract commencement.

(vi) Failure to achieve full compliance with any Table 2 requirement within the prescribed three (3) month period shall render the bidder non-compliant, and SAMSA may withdraw the pre-appointment and proceed in accordance with its procurement procedures.

c. Pre-Appointment

(i) Pre-appointment means a conditional notification issued by SAMSA to the highest-ranked responsive bidder after completion of the evaluation process.

(ii) To qualify for pre-appointment, the bidder must:

a) have complied with all requirements contained in Table 1;

b) have successfully passed the site inspection conducted during evaluation; and

c) is the recommended bidder following the applicable price and preference point evaluation.

(iii) A pre-appointment does not constitute an award of the bid, a lease agreement, or any contractual relationship between SAMSA and the bidder.

(iv) The pre-appointed bidder shall be afforded a period of **three (3) months from the date of the pre-appointment letter** to achieve full compliance with all requirements listed in Table 2, at its own cost.

d. Final Appointment and Award

(i) Final appointment shall only occur once SAMSA has confirmed compliance with **all mandatory requirements contained in both Table 1 and Table 2**.

(ii) Before issuing the final letter of appointment, SAMSA may conduct a further verification inspection of the premises to confirm that all Table 1 and Table 2 requirements are in place, operational, and fully compliant.

(iii) The formal award of the bid shall only be made after SAMSA has verified compliance with all mandatory requirements and approved the final appointment.

(iv) The lease agreement shall be concluded only upon issuance of the final letter of appointment, and the lease period shall commence on the commencement date stipulated in the lease agreement.

e. Important Clarification

For avoidance of doubt:

- **Table 1 requirements are mandatory and must be compliant at bid closure and during site inspection.**
- **Table 2 requirements are mandatory and must be compliant within three (3) months after pre-appointment and before final award and lease commencement.**
- **No bidder shall receive a final award unless all requirements contained in both Table 1 and Table 2 have been fully complied with and verified by SAMSA.**

DISCLAIMERS

SAMSA has produced this document in good faith. SAMSA, its agents, and its employees and associates do not warrant its accuracy or completeness. To the extent that SAMSA is permitted by law, SAMSA will not be liable for any claim whatsoever and how so ever arising (including, without limitation, any claim in contract, negligence or otherwise) for any incorrect or misleading information contained in this document due to any misinterpretation of this document. SAMSA makes no representation, warranty, assurance, guarantee or endorsements to any provider/bidder concerning the document, whether with regard to its accuracy, completeness or otherwise and SAMSA shall have no liability towards the responding service providers or any other party in connection therewith.

NB: Important Notice: Bidders are to be aware of scammers who pose as SAMSA employees selling bid documents or offering monetary gratuity in exchange for information or awarding of bids. SAMSA is in no way selling the bid document, all documents shall be found on the SAMSA website and eTender Portal and awarded bids are notified through the website under “bids awarded” and SAMSA shall never ask any bidder for monetary gratuity in exchange for information or manipulating outcome of bids.
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.

PART 3

SCOPE OF WORK

1. Overview

The South African Maritime Safety Authority (SAMSA) requires the leasing of office accommodation in Cape Town for a period of five (5) years.

2. Location Requirement

2.1 The premises should be safe and commercially suitable and located within a five (5) Km radius from any entrance to the Port of Cape Town.

2.2 Location should provide easy access to major transport routes and public transport services

3. Space Requirements

3.1 Office Space

3.1.1 Total office area: **2100m² up to 3000m² (excluding common areas and storage)**

3.1.2 For any bidder who offers above the required square metres SAMSA will only pay up to 3000m²

3.2 Storage Space

3.2.1 Dedicated storage area : **60m² up to 100m²**

3.2.2 Must be:

3.2.2.1 Within the office area

3.2.2.2 Secured

3.2.2.3 Easily accessible

3.2.2.4 Suitable for document and operational storage

3.2.2.5 Fitted with smoke detection and fire extinguishers appropriate to the stored contents

3.3 Fibre Connectivity

3.3.1 Bidder to ensure that fibre connectivity is available to allow connection

4. Parking Requirements

4.1 **Sixty (60) to Seventy (70) covered or underground, secured** officials parking bays

4.2 **Twenty (20)** parking bays for visitors (excluding officials parking bays). Visitors' bays may be open or covered, must be secured and access-controlled, and may be on-site or off-site within 100 metres of the office accommodation

4.3 Parking must be:

4.3.1 Secured and access-controlled

4.3.2 Officials parking must be on-site

4.3.3 If visitors parking is offsite it must be within a 100 metre radius to the office accommodation

4.3.4 Compliance with disabled parking requirements: a minimum of one (1) designated parking bay for persons with disabilities within the officials' parking and in accordance with SANS 10400-S

5. Building Infrastructure Requirements

5.1 Lifts (Elevators)

5.1.1 Fully functional lift systems must be provided

5.1.2 Lifts must be:

5.1.2.1 Serviced and maintained monthly by a registered lift maintenance contractor throughout the lease period, with a valid lift inspection certificate

5.1.2.2 Compliant with safety regulations

5.1.2.3 Adequate for tenant occupancy

5.2 Air Conditioning / HVAC

5.2.1 Fully operational air conditioning system/HVAC throughout the premises in compliance with the compliance certificate from the engineer aligned to the office design.

5.2.2 Serviced and maintained monthly throughout the lease period. Service records for the past three (3) years must be provided; for systems upgraded after pre-appointment, a commissioning certificate and a monthly maintenance plan must be provided before the actual appointment.

5.2.3 Capable of maintaining comfortable working conditions

5.2.4 The landlord is responsible for providing a fully functional HVAC system throughout the lease period, including its design, installation, commissioning, repair and replacement, at the landlord's own cost. All work must be done by suitably qualified and registered HVAC technicians, and the system must be certified by a registered professional engineer as compliant with the applicable SANS standards and the Occupational Health and Safety Act, 1993. The routine maintenance cost must be priced in Table 5 (Operational cost).

5.3 Backup Power

5.3.1.1 The building must provide a backup power solution, including: A generator or alternative power supply to ensure continuity of operations, including the refilling of power supply (diesel or fuel)

5.3.1.2 Capability to support critical systems during:

5.3.1.2.1 Power failures

5.3.1.2.2 Load shedding

5.3.1.2.3 Minimum operational coverage: 24 hours a day, 7 days a week for the ICT/server room and network patch panels, and at least during SAMSA's working hours (07:00 to 18:00, Monday to Friday) for essential lighting, lifts and air conditioning/HVAC

Automatic changeover: the backup power must start and take the load automatically through an automatic changeover switch (ATS), without manual intervention

5.3.2 Backup power should cover:

5.3.2.1 Essential lighting

5.3.2.2 ICT/server room

5.3.2.3 Lifts

5.3.2.4 Air conditioning/HVAC

5.3.2.5 Network patch panels

5.4 Backup water supply

5.4.1.1 The premises must provide a reliable backup water supply system, including.

5.4.1.1.1 Water storage tanks and/or borehole system, sufficient to supply the premises daily for the supply of clean drinking water and to flush toilets.

5.5 **Fire protection**

5.5.1.1 Fire detection, fire extinguishers and fire suppression systems must be installed throughout the premises and comply with the applicable SANS standards and municipal fire regulations

5.5.1.2 Fire detection and suppression systems must be serviced and maintained quarterly
5.5.1.3 Fire extinguishers must be inspected monthly and serviced at least annually by a SAQCC Fire-registered service provider
5.5.1.4 Service records must be provided to SAMSA Facilities Management after each service

6. Accessibility Requirements

6.1 The premises must be fully compliant with accessibility standards in SANS 10400-S (Facilities for persons with disabilities) and suitable for people with disabilities.

6.2 This includes:

6.2.1 Wheelchair accessibility throughout the premises
6.2.2 Step-free access to entrances and key areas
6.2.3 Accessible office layouts
6.2.4 Disabled-friendly ablution facilities (toilets)
6.2.5 Adequate passage widths and door access
6.2.6 Access to lifts and all public areas

7. Security Requirements

7.1 Multi-Tenant Buildings

7.1.1 Where SAMSA is not the sole tenant, the landlord/prospective bidder must provide:
7.1.1.1 **Security guarding services**, including:
7.1.1.1.1 Trained security personnel
7.1.1.1.2 PSIRA accredited security personnel
7.1.1.1.3 Continuous monitoring (24-hour)

7.1.2 Access control systems, including:
7.1.2.1 Controlled entry and exit points
7.1.2.2 Visitor management systems
7.1.2.3 Staff access control mechanisms

7.1.3 Sole-Tenant Buildings (in addition to 7.1)

7.1.3.1 Where SAMSA is the sole tenant, the landlord/prospective bidder must provide the same security guarding services,24 hours a day, 7 days a week access control systems, CCTV surveillance and general security listed in this section for the whole building and its parking areas.

7.1.3.2 PSIRA accredited security personnel: the security service provider and all security officers must be registered with PSIRA. Valid PSIRA certificates must be provided.

7.2 General Security

7.2.1 Premises must provide:
7.2.1.1 A **secure and safe** working environment
7.2.1.1.1 Adequate external and internal lighting
7.2.1.1.2 Security costs must be priced separately in Table 4 (Security services fees) of the Pricing Schedule and must not be included in the office rental rate
7.2.1.1.3 The landlord is accountable for the security being provided

7.3 CCTV surveillance

7.3.1 When SAMSA is granted a space in a multi-tenant building, CCTV surveillance must balance security needs with the privacy rights of all tenants, visitors, and employees. CCTV cameras shall be permitted in shared areas such as:
7.3.1.1 Building entrances and exits
7.3.1.2 Reception area

7.3.1.3 Parking areas etc
7.3.1.4 Corridors/passages within the building

8. Lease Term

8.1 **Lease period: Five (5) years** , commencing on the commencement date stated in the lease agreement (anticipated to be 01 March 2027)

9. Additional Recommended Features

9.1 Compliance with Occupational Health and Safety regulations
9.2 Reliable ICT infrastructure and connectivity
9.3 Energy-efficient building systems
9.3.1 Auto lighting sensor systems

10 Full compliance with the scope of work

10.1 The bidder must ensure that the proposed premises comply with all mandatory requirements and specifications contained in this Scope of Work. Where any requirement is indicated as capable of being installed after the bidder's selection, such requirement shall be completed by the bidder at its own cost and risk prior to the finalisation of the appointment and commencement of occupation by SAMSA.

10.2 Any notification of selection or conditional appointment issued by SAMSA shall not constitute a final appointment and shall not create any entitlement to payment, reimbursement or compensation. The final appointment shall be subject to a satisfactory verification and final site inspection by SAMSA within the stipulated time frame confirming that the premises comply fully with all mandatory requirements and specifications.

10.2.1 The final site inspection shall be done once off, **within three (3) months from the date of pre-appointment.**

10.3 Upon the agreed date all the verifications should be compliant. Any incomplete or failed inspection compliance or not meeting the stipulated time frame, may result in a disqualification. The disqualification will be at the discretion of SAMSA.

10.4 The bidder shall be solely responsible for all costs associated with any installations, alterations, modifications, upgrades or rectification works required to bring the premises into full compliance with the Scope of Work. SAMSA shall not be liable for any costs incurred by the bidder/service provider in anticipation of, or pursuant to, a conditional appointment where the premises ultimately fail to satisfy the prescribed requirements.

10.5 SAMSA shall not be required to make any deposit, advance payment or other payment towards such works. SAMSA's liability for rental or other occupancy-related costs shall commence only upon successful completion of the required works, confirmation by SAMSA that the premises comply fully with the Scope of Work, and formalisation/signing of the applicable final appointment letter or contract or lease agreement.

10.6 Should the bidder/service provider fail to achieve full compliance within the period specified by SAMSA, or should the premises fail the final inspection, SAMSA reserves the right to withdraw the conditional appointment without incurring any liability for costs incurred by the bidder.

11 ACTUAL DETAILS OF THE BUILDING - COMPULSORY

The bidder must fully and accurately complete all sections of the table below. Any omissions, incomplete information, inconsistencies, or failure to provide the required information may lead to disqualification.

Table 1: Details of the building

No.	Requirement	Meets Requirement Yes/No	Description (Write down actual measurements)	Supporting Evidence provided Yes/No
1	**LOCATION REQUIREMENTS FOR OFFICE ACCOMMODATION AND OFFICIALS PARKING**			
1.1	Address (bidder to write down the actual address)			
1.2	Total office area is between **2,100m² and 3,000m²**, excluding common areas and storage. Measured as SAPOA Usable Area. (Bidder to write down the actual M²)		Area: _____ m²	
1.3	Office space must be within a 5 Km radius from any entrance to the Port of Cape Town		KM: _____	
1.4	Between 60 and 70 covered or underground, secured officials' parking bays are available. (Bidder to write down the actual number of the officials parking)		Number: _____	
2	**LOCATION REQUIREMENTS FOR STORAGE WITHIN THE OFFICE AREA**			
2.1	Dedicated storage area of between 60m² and 100m² is available. (bidder to write down actual M² of the office storage)		Area: _____ m²	
3	**LOCATION REQUIREMENTS FOR VISITORS PARKING**			
3.1	Address (bidder to write down the actual address)			
3.2	Visitors parking within the office accommodation (select Yes or No)	Yes		No
3.3	Within or close proximity (within 100 metre radius) to the office area, *if the parking is offsite*		Metres: _____	
3.4	20 parking bays are available. (Bidder to write down the actual number of the visitors parking)		Number: _____	

12 COMPLIANCE CHECKLIST: COMPULSORY

12.1 All requirements must be fully compliant before commencement of the lease unless otherwise expressly stated in the tender conditions.

12.2 **Note**:

12.2.1 All mandatory requirements listed under Table 1 must be in existence and fully compliant at the time of bid closure and upon site inspection. Failure to meet any mandatory requirement at the time of the bid closure and the subsequent site inspection during the bid evaluation will result in the bid being disqualified.

12.2.2 All mandatory requirements listed under Table 2 must be in existence and fully functioning and compliant within three (3) months from the date of Pre-appointment. Requirements identified for completion prior to contract commencement may be fulfilled after bid closure, subject to the Special conditions on Mandatory Compliance Requirements in Part 2.

12.2.3 By completing the below **table 2**, the bidder confirms its commitment and intention to comply with all requirements identified for completion prior to contract commencement within the stipulated period, and in any event, prior to final appointment and commencement of the contract, **within three (3) months from the date of pre-appointment.**

12.2.4 Table 2 shall serve as the bidder's formal declaration and letter of intent confirming its commitment to meet the applicable requirements within the prescribed timeframe.

12.2.5 SAMSA reserves the right and will verify compliance with the requirements prior to final appointment and/or contract commencement. Failure to meet the applicable requirements within the stipulated timeframe will result in the bidder being deemed non-compliant and the pre-appointment may be withdrawn.

12.2.6 Pre-appointment

12.2.6.1 A conditional notification issued by SAMSA to the recommended bidder. The bidder must have met all Table 1 mandatory requirements (verified under Part A of the site inspection) at bid closing and at the site inspection, and must have been ranked highest in the price and preference point evaluation.

12.2.6.1 A pre-appointment does not constitute an award of the bid or a contract between SAMSA and the bidder. It gives the recommended bidder **three (3) months from the date of the pre-appointment letter** to put in place and ensure full compliance of all Table 2 mandatory requirements (verified under Part B of the site inspection). All costs of doing so are for the bidder's own account. If the bidder fails to meet any of Part B requirements within this period, the pre-appointment may be withdrawn.

12.2.7 Actual appointment (final appointment)

12.2.7.1 The formal award of the bid by SAMSA to the recommended bidder. It is issued only after the Bid Evaluation Committee (BEC) has inspected the premises again, at or before the end of the three-month period, and confirmed that all Table 1 and Table 2 (Part A and Part B) mandatory requirements are in place and fully compliant.

12.2.7.2 The actual appointment is confirmed by a letter of appointment. The lease agreement is then concluded, and the lease period starts on the commencement date specified

Table 2 – compliance checklist

No.	Requirement	*Requirement in existence Yes/No	If requirement is *Not* in existence, Bidder commits to Ensure Compliance Before Contract Finalisation Yes/No	Supporting Evidence provided, for requirements in existence
4	**BUILDING INFRASTRUCTURE REQUIREMENTS**			
4.1	**Lifts / Elevators**			
4.1.1	Fully functional lift systems are provided			
4.1.2	Lifts are regularly serviced and maintained (on a monthly basis).			Existing lifts: past three (3) years' service records and valid lift inspection certificate attached: Yes/No. New lifts: commissioning certificate before actual appointment
4.2	**Air Conditioning / HVAC**			
4.2.1	Fully operational air-conditioning/HVAC system is available throughout the premises and maintained (on a monthly basis).			Existing systems: past three (3) years' service records attached: Yes/No. New systems: commissioning certificate before actual appointment
4.2.2	Air-conditioning/HVAC system is supported by the required engineer's compliance certificate aligned to the office design.			

4.3	**Backup Power**			
4.3.1	Building has a generator or alternative backup power supply.			
4.3.2	Backup power provides continuity during power failures.			
4.3.3	Backup power provides continuity during load shedding.			
4.3.4	Backup power can support critical operations for the coverage, capacity and fuel autonomy specified in Part 3, section 5 (Backup Power), with automatic changeover.			
4.3.5	Backup power supports essential lighting.			
4.3.6	Backup power supports the ICT/server room and network patch panels.			
4.3.7	Backup power supports lifts.			
4.3.8	Backup power supports air-conditioning/HVAC.			
4.3.9	Fuel/diesel requirements will be adequately provided for by the supplier, including refilling.			
4.4	**Backup Water Supply**			
4.4.1	Premises have a reliable backup water supply system. Minimum capacity as specified in Part 3, section 5 (Backup water supply).			
4.5	**Fire protection**			
4.5.1	Fire detection, fire extinguishers and fire suppression systems are installed and serviced (detection and suppression quarterly; extinguishers annually).			past one (1) year service record attached: Yes/No
5	**ACCESSIBILITY REQUIREMENTS**			
5.1	Premises comply with applicable accessibility requirements (SANS 10400-S) and are suitable for persons with disabilities.			
5.2	Premises provide dedicated and appropriately designated parking bays for persons with disabilities, located as close			

	as reasonably practicable to the accessible entrance(s) of the building			
6	**SECURITY REQUIREMENTS**			
6.1	**Multi-Tenant Buildings**			
6.1.1	Where SAMSA is not the sole tenant, security guarding services are provided. Where SAMSA is the sole tenant, the same security services are provided for the whole building (Part 3, section 7 – Sole-Tenant Buildings).			
6.1.2	Security personnel are appropriately trained, and the security service provider and all security officers are registered with PSIRA.			
6.1.3	Continuous security monitoring is provided, on a 24-hour basis.			
6.1.4	Controlled entry and exit points are provided.			
6.1.5	Visitor management system is provided.			
6.1.6	Staff access-control mechanisms are provided.			
6.2	**General Security**			
6.2.1	Premises provide a secure and safe working environment.			
6.2.2	Adequate external and internal security lighting is provided.			
6.2.3	CCTV surveillance is provided. CCTV cameras shall be permitted in shared areas such as: • Building entrances and exits • Reception area • Parking areas etc			

The bidder must clearly indicate whether each requirement is currently met, in existence and fully functional at the offered office premises at the time of bid closure. Where a bidder indicates that a requirement will be implemented or completed prior to final appointment, the bidder shall provide a clear commitment to meet such requirement within SAMSA's stipulated timeframe. SAMSA reserves the right to verify compliance with all such requirements prior to finalising the appointment. Failure to meet the committed requirements within the stipulated timeframe will result in the pre-appointment being withdrawn.

PART 4 EVALUATION CRITERIA

1.1 LEGISLATIVE AND REGULATORY FRAMEWORK

1.1.1 The evaluation of bids received will be conducted with accordance with the prescripts of the Preferential Procurement Policy Framework Act 2000 (Act no.5 of 2000), its Regulations of 2022 and the evaluation criteria as stipulated in the specification/terms of reference and special conditions of contract.

1.2 PHASE 1: ADMINISTRATIVE REQUIREMENTS (PRE-EVALUATION)

1.2.1 Phase one evaluation will include the following:

(i) Verify all declarations (SBD 4 – Declaration of interest);
(ii) Determine whether any Government official participated in the bidding process;
(iii) Verify whether all applicable forms have been signed;
(iv) Submission of the SARS tax pin and the copy of the CSD;

Note: Failure to comply with the requirements assessed in phase 1 (pre-evaluation), may lead to disqualification of bids.

1.3. PHASE 2 – MANDATORY EVALUATION

All bid responses that do not meet all the Mandatory requirements shall be disqualified and shall not be considered for further evaluation on the site inspection evaluation. The mandatory technical requirements are as follows.
In addition to the requirements below, bidders must complete Table 1 (Details of the building) and Table 2 (Compliance checklist) in Part 3. These are verified during the site inspection: Table 1 under Part A and Table 2 under Part B.

NO	FUNCTIONALITY	QUALIFY	DO NOT QUALIFY
1	**LOCATION AND FLOOR SPACE** The bidder must provide the premises which must measure a minimum of **2100m² up to 3000m² (excluding common area and storage)** within a 5 Km radius from any entrance to the Port of Cape Town. **Note**: 1. As proof of the location and available floor space, the service provider must provide a copy of an approved layout plan of the premises, clearly indicating the total floor area and fixed structures. 2. The service provider must also provide proof of address in the form of any of the following documents: • a municipal utility bill indicating the address of where the building is, not older than six (6) months by the tender closing date. • Proof of ownership and authority to lease: a copy of the title deed, or a Deeds Office search not		

	older than three (3) months by the tender closing date, showing the registered owner of the property. Where the bidder is not the registered owner (for example an agent or managing company), a signed mandate or power of attorney from the registered owner authorising the bidder to offer the premises to SAMSA must be submitted.			
2	**PARKING FACILITIES** The service provider must submit a copy of the layout plan as proof of parking facilities. a) The premises should provide **sixty (60) to seventy (70)** officials parking bays, covered or underground secured parking bays for SAMSA employees **Note:** **1.** The parking bays allocated for SAMSA officials must be located at the same premises proposed by the bidder for the SAMSA Cape Town office accommodation lease. **2.** Parking facilities for SAMSA officials located at a separate building, property or off-site location will not be considered**.**			

1.4 PHASE 3 – <u>SITE VISIT</u>

SITE VISITS TO THE PREMISES OFFERED BY QUALIFYING BIDDERS

To ensure the suitability and acceptance of the location of the proposed site or the premises offered by the prospective bidder, SAMSA will conduct a site visit and/or inspections to ensure that the bidder meets the requirements outlined in the specification. Arrangements of the date of the site visit will be made with the prospective bidders who met the mandatory requirements.

SAMSA will conduct a site visit to assess and verify the mandatory requirements evaluated during Phase two (2), including confirmation of those requirements indicated by the bidder as in existence or to be made, available and fully functional before contract start date at the offered office premises.

The site visit will be undertaken to confirm that the information provided by the bidder during the evaluation process accurately reflects the actual condition and availability of the requirements at the offered premises.

PART A – MANDATORY ITEMS

Bidders will be assessed on the information provided for the mandatory requirements failure to comply with the below or inconsistent information provided for the below will lead to a disqualification

Category	Inspection Items	Compliant or Not Compliant	Description of inspected item	Notes/Comments

1. LOCATION AND FLOOR SPACE The bidder must provide the premises measuring a minimum of **2100m² up to 3000m²** (excluding common area and storage) within a 5 Km radius from any entrance to the Port of Cape Town **Note**: • SAMSA reserves the right to verify and measure the office area as part of due diligence • Where there are disagreements in the measuring outcome, the approved building plan indicating the size of the building and office space must be provided by the bidder within the agreed timelines • For multi-tenant building, bidder must include the rental fee for common areas	1. a copy of an approved layout plan of the premises, clearly indicating the total floor area and fixed structures. 2. a municipal utility bill indicating the address of where the building is, not older than six (6) months by the tender closing date. 3. Proof of ownership and authority to lease: a copy of the title deed, or a Deeds Office search not older than three (3) months by the tender closing date, showing the registered owner of the property. Where the bidder is not the registered owner (for example an agent or managing company), a signed mandate or power of attorney from the registered owner authorising the bidder to offer the premises to SAMSA must be submitted.			
2. PARKING FACILITIES The premises has **sixty (60) to seventy (70)** officials parking bays, covered or underground	a copy of the layout plan as proof of parking facilities			

secured parking bays for SAMSA employees				
Storage Area	• Within the office space • Dedicated storage area of between 60m² and 100m² is available			
Visitors Parking	20 visitors' parking bays are available. Bays may be open or covered, must be secured and access-controlled, and must be on-site or within 100 metres of the office accommodation			

PART B – MANDATORY SITE INSPECTION REQUIREMENTS

SAMSA will conduct a site visit to verify the mandatory requirements indicated by the bidder as being in existence at the premises or to be made available before contract start and to confirm their compliance with the requirements specified in the tender.

Where a bidder has indicated that any requirement is not currently in existence but has committed to completing, installing, upgrading or providing such requirement prior to appointment, the bidder's commitment will be recorded and assessed accordingly. Such commitment must be clearly specified by the bidder. Such requirement must be fully completed and made available to SAMSA before the appointment is finalised

PART B OF THE SITE INSPECTION IS MANDATORY. BIDDERS WHO DO NOT MEET ALL THE REQUIREMENTS OF PART A AND PART B WILL BE DISQUALIFIED. Requirements that the bidder has committed to complete after pre-appointment (Table 2) must be in place at the final inspection before the actual appointment.

Category	Inspection Items	Compliant or Not Compliant	Description of inspected item	Notes/Comments
Fire detection services	Fire detection, fire extinguishers and fire suppression systems are installed. Latest service reports provided (detection			

	and suppression quarterly; extinguishers annually)			
Lifts / Elevators	Fully functional lift systems are provided			
Air Conditioning / HVAC	Fully operational air-conditioning/HVAC system is available throughout the premises.			
	Air-conditioning/HVAC system is supported by the required compliance certificate aligned to the office design.			
Backup Power	Building has a generator or alternative backup power supply.			
Backup Water Supply	Premises have a reliable backup water supply system.			
Accessibility requirements	Premises comply with applicable accessibility requirements and are suitable for persons with disabilities. • Ramp for wheelchair • Disabled people toilets (toilet space, toilet-pan height, rails and mobility tools, hand wash basin at an			

	accessible height)			
	Premises provide dedicated and appropriately designated parking bays for persons with disabilities, located as close as reasonably practicable to the accessible entrance(s) of the building			
Security requirements (Multi-Tenant Buildings)	Where SAMSA is not the sole tenant, security guarding services are provided.			
	Security personnel at the offered premises are registered with PSIRA (valid PSIRA certificates for the service provider and the officers on site).			
	Continuous security monitoring is provided, on a 24-hour basis. • Occurrence book • Shift register			
	Controlled entry and exit points are provided.			
	Visitor management system is provided.			
General Security	Adequate external and internal security lighting is provided.			
	CCTV surveillance is provided. CCTV cameras shall be			

	permitted in shared areas such as: • Building entrances and exits • Reception area • Parking areas etc			

NOTE FOR BIDDERS – SITE INSPECTION REQUIREMENTS

- All bidders are hereby notified that a formal written notice will be issued in advance of the scheduled site inspection. Bidders will receive this notice no later than *two (2) working days* prior to the site inspection.
- Bidders must ensure that all relevant documents, equipment, compliance certificates, and any other requested information are readily available and accessible **for inspection during the site visit**. Failure to provide access to any required information during the inspection, at the specific location chosen for inspection may negatively impact the bidder's score.
- Electrical COC and City of Cape Town fire compliance certificate required before final appointment.
- Bidders who fail to meet any of the Part A or Part B mandatory requirements will be disqualified.

1.5 PHASE 4: EVALUATION CRITERIA IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1. The following preference point systems are applicable to invitations to bid:

- 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).

2. The 90/10 preference point system applies to this bid, as the estimated value of the contract exceeds R50 000 000 (all applicable taxes included).

3. Points for this bid shall be awarded for:

(a) Price; and

(b) Specific Goals.

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

The preferential procurement point system applicable for this bid is:

Preferential Point System	Mark
80/20	
90/10	X

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

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

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

Where

Ps =Points scored for price of bid under consideration

Pt =Price of bid under consideration

Pmin = Price of lowest acceptable bid

PART 5: PRICING SCHEDULE

Office Accommodation for SAMSA within a five (5) km radius from any entrance to the Port of Cape Town

Lease Period: Five (5) years, commencing on the commencement date stated in the lease agreement (anticipated to be 01 March 2027)

The bidder shall complete the pricing schedule below and submit supporting calculations on the company letterhead. The bidder shall provide rates in accordance with the mandatory requirements specified in the tender and based on the required square metres (m²) stipulated by SAMSA.

1: OFFICE ACCOMMODATION					
Description	**Unit of Measure**	**Quantity**	**Rate per m² per month (Excl. VAT)**	**Monthly Amount (Excl. VAT)**	**Yearly Amount (Excl. VAT)**
Office Accommodation (Year 1)	m²		R_____ /m²		
Office Accommodation (Year 2) Escalation %___	m²		R_____ /m²		
Office Accommodation (Year 3) Escalation %___	m²		R_____ /m²		
Office Accommodation (Year 4) Escalation %___	m²		R_____ /m²		
Office Accommodation (Year 5) Escalation %___	m²		R_____ /m²		
Total Amount (Excl Vat)					
Vat 15%					
TOTAL (Incl. VAT)					

*Where a bidder offers accommodation exceeding the required square metres specified by SAMSA, SAMSA shall only be liable for payment based on a maximum area of **3,000 m²**. Any additional space offered above 3,000 m² shall be at the bidder's own cost and shall not result in any additional financial obligation to SAMSA.

2: STORAGE AREA WITHIN THE OFFICE SPACE					
a. Leasing of storage fees					
Description	**Unit of Measure**	**Quantity**	**Rate per m² per month (Excl. VAT)**	**Monthly Amount (Excl. VAT)**	**Yearly amount (Excl. VAT)**
Storage area (Year 1)	m²		R_____ /m²		
Storage area (Year 2) Escalation %___	m²		R_____ /m²		
Storage area (Year 3) Escalation %___	m²		R_____ /m²		
Storage area (Year 4) Escalation %___	m²		R_____ /m²		
Storage area (Year 5) Escalation %___	m²		R_____ /m²		
Total excl Vat					
Vat 15%					
TOTAL (Incl. VAT)					

*Where a bidder offers storage exceeding the required square meter specified by SAMSA, SAMSA shall only be liable for payment based on a maximum of 100 m². Any additional space offered above 100 m² shall be at the bidder's own cost and shall not result in any additional financial obligation to SAMSA

3: PARKING AREA					
a. Staff parking					
Item	**Unit**	**Quantity**	**Monthly Rate per Bay (Excl. VAT)**	**Monthly Amount (Excl. VAT)**	**Annual Amount (Excl. VAT)**
Covered / Underground Parking Bays (Year 1)	Per bay				
Covered / Underground Parking Bays (Year 2) Escalation %___	Per bay				
Covered / Underground Parking Bays (Year 3) Escalation %___	Per bay				

Covered / Underground Parking Bays (Year 4) Escalation %___	Per bay				
Covered / Underground Parking Bays (Year 5) Escalation %___	Per bay				
Total excl Vat					
Vat 15%					
TOTAL (a) (Incl. VAT)					
b. Visitors parking					
Item	**Unit**	**Quantity**	**Monthly Rate per Bay (Excl. VAT)**	**Monthly Amount (Excl. VAT)**	**Annual Amount (Excl. VAT)**
Visitors Parking Bays (Year 1)	Per bay				
Visitors Parking Bays (Year 2) Escalation %___	Per bay				
Visitors Parking Bays (Year 3) Escalation %___	Per bay				
Visitors Parking Bays (Year 4) Escalation %___	Per bay				
Visitors Parking Bays (Year 5) Escalation %___	Per bay				
Total excl Vat					
Vat 15%					
TOTAL (b) (Incl. VAT)					
TOTAL PARKING COSTS					
TOTAL STAFF PARKING (a)					
TOTAL VISITORS PARKING (b)					
TOTAL PARKING COSTS (a) + (b) (Incl. VAT)					

4: SECURITY SERVICES FEES (MULTI-TENANT AND SOLE-TENANT)			
Description	**Unit of measure**	**Monthly Amount (Excl. VAT)**	**Yearly Amount (Excl. VAT)**
Security services fees (Year 1)	monthly		
Security services fees (Year 2) Escalation %___	monthly		
Security services fees	monthly		

(Year 3) Escalation %___			
Security services fees (Year 4) Escalation %___	monthly		
Security services fees (Year 5) Escalation %___	monthly		
Total excl Vat			
Vat 15%			
TOTAL (Incl. VAT)			

*The bidder must ensure that the quoted security fees include all security requirements listed in section 7 of the scope of work

5: OPERATIONAL COST										
Item	**Monthly Amount, year 1 (Excl. VAT)**	**Monthly Amount, year 2 (Excl. VAT)**	**Monthly Amount, year 3 (Excl. VAT)**	**Monthly Amount, year 4 (Excl. VAT)**	**Monthly Amount, year 5 (Excl. VAT)**	**Annual amount Year 1 (Excl. VAT)**	**Annual amount Year 2 (Excl. VAT)**	**Annual amount Year 3 (Excl. VAT)**	**Annual amount Year 4 (Excl. VAT)**	**Annual amount Year 5 (Excl. VAT)**
Rates and Taxes										
Building Maintenance										
Common Area Maintenance										
Cleaning of Common Areas										
Generator or alternative backup power maintenance and fuel (diesel) refills										
Lift maintenance (monthly)										
Air-conditioning/HVAC maintenance or service fees (monthly)										
Backup water supply fee										
Fire detection and suppression (quarterly) and fire extinguisher (annual) maintenance or service fees										
Other (Specify per item)										
Total excl Vat										
Vat 15%										

TOTAL (Incl. VAT)					
TOTAL OPERATIONAL COST FOR FIVE YEARS (Incl. VAT)	R				

*The bidder must quote all operational costs for the full contract period, including anticipated inflation and escalations. SAMSA will not pay for variations to the quoted operational costs, except for justified and unforeseen costs approved by SAMSA.

* Other Means: Bidders may include additional line items, costs or pricing components necessary to provide a complete price for the full scope of the bid, even if not expressly listed in the prescribed pricing schedule

7: SUMMARY OF BID PRICE		
No	**Cost Component**	**Total Amount for the Five-Year Period (Incl. VAT)**
1	Office Rental (2 100m² up to 3 000m²)	
2	Storage Space (60m² to 100m²)	
3	Parking space (Staff and visitors)	
4	Security services fee	
5	Operational Cost	
TOTAL BID PRICE FOR THE FIVE-YEAR PERIOD INCLUDING VAT (EVALUATED PRICE)		

STANDARD BIDDING DOCUMENTS

ANNEXURE A **INVITATION TO BID** **SBD1**

PART A

BID NUMBER:	**SAMSA/120/2026/27**	**CLOSING DATE:**	**04 December 2026**	**CLOSING TIME:**	**11 H00 am**
DESCRIPTION	**REQUEST FOR PROSPECTIVE BIDDERS TO SUBMIT A PROPOSAL FOR THE LEASING OF OFFICE ACCOMMODATION IN CAPE TOWN FOR A PERIOD OF FIVE (5) YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
SOUTH AFRICAN MARITIME SAFETY AUTHORITY					
146 LUNON ROAD					
CNR JAN SHOBA & LUNNON ROAD, HILLCREST					
HATFIELD, 0183					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**		
CONTACT PERSON	**IVOR MOTHOANE**				
TELEPHONE NUMBER	**012 366 2600**				
FACSIMILE NUMBER	**012 366 2601**				
E-MAIL ADDRESS	imothoane@samsa.org.za				
SUPPLIER INFORMATION					
NAME OF BIDDER					
NAME OF CONTACT PERSON					
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	MAAA

				No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO					
ES 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 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

1.4. THE SUCCESSFUL BIDDER MAY BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7), FOR LONG TERM CONTRACTS / OR WERE DEEMED NECESSARY.

1.5. PROSPECTIVE BIDDERS MUST CONSIDER THE SPECIFICATION & ADDITIONAL SUPPORTING DOCUMENTATION WHEN RESPONDING.

1.6. ALL INFORMATION SUBMITTED AS EVIDENCE MUST BE CONSISTENT WITH DECLARATIONS MADE TO BE AWARDED POINTS. INCONSISTENT INFORMATION PROVIDED MAY RESULT IN 0 POINTS AWARDED FOR THE APPLICABLE GOAL/S.

1.7. FORMER EMPLOYEES, BOARD/COMMITTEE MEMBERS, WHO HAVE TERMINATED EMPLOYMENT /SERVICES WITH SAMSA SHALL NOT BE CONSIDERED FOR BIDDING OR SUBMITTING QUOTATIONS COMPETING FOR SAMSA BIDS / REQUEST FOR QUOTATIONS (RFQS) UNTIL A PERIOD OF 24 MONTHS FROM THE END DATE OF THE CERTIFICATE OF SERVICE OR EMPLOYMENT CONTRACT WITH SAMSA HAS ELAPSED.

1.8. FORMER EMPLOYEES WHO HAVE BEEN DISMISSED FROM THE EMPLOYMENT OF SAMSA SHALL BE PROHIBITED FROM DOING BUSINESS WITH SAMSA FOR A PERIOD OF FIVE (5) YEARS FROM THE DATE OF DISMISSAL.

1.9. SAMSA SHALL USE THE LATEST STANDARD BIDDING DOCUMENT (SBD) OR ANY OTHER RELEVANT INFORMATION WHEN INVITING BIDS AND TO VERIFY THE IDENTITY NUMBERS OF THE DIRECTORS/TRUSTEES/SHAREHOLDERS OF THE PREFERRED BIDDER(S) AGAINST THE INSTITUTION'S STAFF ESTABLISHMENT IN ORDER TO DETERMINE WHETHER OR NOT ANY OF THE DIRECTORS/TRUSTEES/SHAREHOLDERS ARE IN THE SERVICE OF THE STATE OR OFFICIALS EMPLOYED BY THE SPECIFIC INSTITUTION OR FOUND TO BE DISCREDITED UNDER THE LAW.

1.10. SAMSA RESERVES THE RIGHT TO DISQUALIFY BIDDERS WITH SUPPORTING DOCUMENTS THAT ARE NOT DULY SUBMITTED IN TERMS OF THE BID CONDITIONS.

1.11. DELIVERY COSTS IN THE QUOTATION WILL NOT BE CONSIDERED SEPARATELY, BUT RATHER AS PART OF THE TOTAL QUOTATION DURING THE EVALUATION.

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: ……

ANNEXURE B

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

.....

……

the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

……	**……**
Signature	**Date**
……	**……**
Position	**Name of bidder**

ANNEXURE C

SBD 6.1

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

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

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

GENERAL CONDITIONS

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

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

(b) the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

The 90/10 preference point system applies to this bid, as the estimated value of the contract exceeds R50 000 000 (all applicable taxes included).

Points for this bid shall be awarded for:

(c) Price; and

(d) Specific Goals.

1.2 The preference point system application must not exceed 100 and must be applied as per below:
1.2.1 The 80/20 preference system:

The maximum points for this bid are allocated as follows:

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

** Point allocation break down provide below

1.2.1.1 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 b) who is a female c) who has a disability	 **7** **5** **2**
Goal 2: who is youth	**3**
Goal 3: Locality	**3**
TOTAL	**20**

1.2.2 The 90/10 preference system:

The maximum points for this bid are allocated as follows:

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

** Point allocation break down provide below

1.2.2.1 SPECIFIC GOALS: 90/10

SPECIFIC GOAL	Points
Goal 1: Historically Disadvantaged Individuals (7) a) who had no franchise in national elections before the 1983 and 1993 Constitutions b) who is a female c) who has a disability	 **4** **2** **1**
Goal 2: who is youth	**1**
Goal 3: Locality	**2**
TOTAL	**10**

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

1.4 SAMSA reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by SAMS

2 DEFINITIONS

(a) **locality"** means the promotion of SMMEs located within the Western Cape Province (principal place of business as reflected on the CSD);

(b) **"bid"** 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 bidding process or any other method envisaged in legislation;

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

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

(e) **"bid 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 SAMSA and a third party that produces revenue for SAMSA, 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

(f) **"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**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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 1.4

	SPECIFIC GOAL	Percentage (%) owned	Points claimed (as per 1.4) (multiply % by the points allocated on 1.4)
	Equity ownership **by persons who** had no		

HDI	franchise in the national elections		
	Equity ownership **by women**		
	Equity ownership **by disabled persons**		
	Equity ownership **by youth**		
	Locality	N/A	

4.2. Specific goals for the bid and points claimed are indicated per the table below: 90/10 preference system.

4.2.1. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 1.4

	SPECIFIC GOAL (SUPPORTING DOCUMENTS FOR VERIFICATION)	**Maximum points that can be scored**	**Points being claimed by supplier**
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)	4	
	Equity ownership **by women** **(**ID copies of ALL listed owner/s, BBBEE certificate)	2	
	Equity ownership **by disabled persons** **(**Medical certificate/ Assessment)	1	
	Equity ownership **by youth** **(**ID copies of ALL listed owner/s, BBBEE certificate)	1	
	Locality (CIPC / SARS or valid proof of address utility bill, bank statement, account statement, municipal councillor's letter) NB. Lease agreements are not acceptable as proof address.	2	
	TOTAL	10	

** Claimed points can only be allocated where supporting documents have been provided.
** Ownership points will be awarded on a pro-rata using share certificates / CSD / SBD
** Specific goal points are allocated to natural persons and will be awarded in accordance with company/ consortium or joint venture ownership allocation
** Refer to checklist attached to ensure correct document submission

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 in paragraph 4.3.

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 bid, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

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

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 4.1 and 5.6, the contractor may be required to furnish documentary proof to the satisfaction of SAMSA that the claims are correct;

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

(a) disqualify the person from the bidding process;

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

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

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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 BIDDER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

CHECKLIST OF CLAIMING SPECIFIC GOAL POINTS

NB: THE FOLLOWING DOCUMENTS WILL BE USED TO CLAIM YOUR SPECIFIC GOALS

• ID copies of ALL listed owner/s as per CSD report

• BBBEE Certificate

• Valid Medical assessment classified by the Health Professions Council of South Africa

• Address as listed on CSD or CK accompanied by a valid proof of residence. Any one of the

following valid documents reflecting one of the listed owners' names and physical residential address will be sufficient as proof of residence: Utility bill, e.g. municipal water and lights account or property managing agent statement. Bank statement. Municipal councillor's letter.

ANNEXURE D - GENERAL CONDITIONS OF THE CONTRACT

1 THE PURPOSE OF THIS DOCUMENT IS TO:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) to ensure that clients are familiar with regard to the rights and obligations of all parties involved in doing business with the government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

2 TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability

29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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 market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

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

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

1.14 “GCC” means the General Conditions of Contract.

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

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials that 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 that 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 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

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

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any

loss resulting from the supplier's failure to complete his obligations under the contract.

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

(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 shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

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

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

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11 Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

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

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

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 with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take 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 fulfillment 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 this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

21.2 If at any time during 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 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 canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its

other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms 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) (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

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 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.

34.1 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.