NATIONAL YOUTH DEVELOPMENT AGENCY
OUR YOUTH. OUR FUTURE.

RE-ADVERTISEMENT OF THE LEASE OF CORPORATE OFFICE SPACE FOR NYDA BLOEMFONTEIN BRANCH OVER A PERIOD OF SEVEN (7) YEARS.

NATIONAL YOUTH DEVELOPMENT AGENCY (NYDA) **7 NAIVASHA ROAD** **SUNNINGHILL**	
Name of Tenderer:	
Total Price inclusive of Value Added Tax:	
Description	Advertisement of the lease of corporate office space for NYDA Bloemfontein Branch over a period of seven (7) years
Tender Number	**RFP2026/02/NYDA**
Tender Issue Date	06 August 2026
Briefing Session Date and time	A compulsory briefing session will be held on **18 AUGUST 2026 @10:00 am** via Microsoft TeamViewer **https://teams.microsoft.com/meet/31886973819221?p=cayJCYN1R4xGphcNsC** . Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the meeting. Bidders can access the briefing session at https://teams.microsoft.com/meet/31886973819221?p=cayJCYN1R4xGphcNsC which is also available on the NYDA Website as well as the National e-tender portal of this tender advert
Closing Date	The closing date for submission of proposals is as follows **Date: 08 September 2026**
Closing Time	The closing time for submission of proposals is as follows: Time **11:00am** **Bidders must ensure that bids are delivered timeously to the correct address. As a rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.**
Tender Validity Period	**120 Business days from the closing date**.
Enquiries	Tenders Email: **tenders@nyda.gov.za**

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ATTENTION TO ALL BIDDERS

The National Youth Development Agency (NYDA) is committed to the highest standards of integrity, transparency, fairness, and ethical conduct in all procurement processes.

The NYDA, its employees, officials, stakeholders, and representatives will never request or accept money, gifts, Favors, or any other form of gratification from any individual or organisation in exchange for:

- Access to bid or tender documents;
- Procurement-related information;
- Assistance with the preparation or submission of bids;
- Shortlisting of bidders;
- Evaluation outcomes;
- Award of contracts; or
- Any preferential treatment during the procurement process.

Any person who solicits money, gifts, favors, or any other form of gratification while claiming to act on behalf of the NYDA should be regarded as engaging in fraudulent, corrupt, and unethical conduct.

Likewise, any bidder, supplier, service provider, consultant, or representative thereof who offers, promises, pays, or facilitates any form of gratification, inducement, or bribe to influence an NYDA procurement process will be subject to investigation and appropriate action. Such conduct may result in the disqualification of the bid, termination of any existing contractual relationship, and reporting to the relevant regulatory and law enforcement authorities, including the National Treasury for consideration of restriction from conducting business with the State.

All incidents of suspected fraud, corruption, bribery, or unethical conduct must be reported immediately, in writing, to:

Email Address - nyda@whistleblowing.co.za
Web Reporting - www.whistleblowing.co.za
Toll Free Number - 0800 733 477
SMS Short Code - 33490

Dr. Ayanda Ntanda
Risk Management Unit
Email: ayanda.ntanda@nyda.gov.za

The NYDA reserves the right to investigate all allegations of fraud, corruption, bribery, collusion, and unethical conduct and to take appropriate action in accordance with applicable legislation, National Treasury regulations, and NYDA policies.

A. TENDER NOTICE AND INVITATION TO TENDER RE-ADVERTISEMENT OF THE LEASE OF CORPORATE OFFICE SPACE FOR NYDA BLOEMFONTEIN BRANCH OVER A PERIOD OF SEVEN (7) YEARS - RFP2026/02/NYDA

The National Youth Development Agency invites service providers for tender advertisement of the lease of corporate office space for NYDA Bloemfontein Branch over a period of seven (7) years. Tender documents are available for downloading on the NYDA website: www.nyda.gov.za.

DOWNLOADING OF TENDER DOCUMENTS

An electronic copy of the bid document will be available for download directly from the National Treasury's e-Tender Publication Portal at www.etenders.gov.za, and National Youth Development Agency at www.nyda.co.za. At no cost

BRIEFING SESSIONS

A compulsory briefing session will be held as follows:

Microsoft teams: Online on **18 AUGUST 2026 at 10:00**
Venue: Online Microsoft-TeamViewer
Link: https://teams.microsoft.com/meet/31886973819221?p=cayJCYN1R4xGphcNsC

Prospective bidders are advised to download Microsoft TeamViewer prior to the time of the briefing session. Bidders can access the briefing session at https://teams.microsoft.com/meet/31886973819221?p=cayJCYN1R4xGphcNsC which is also available on the NYDA Website as well as the National e-tender portal of this tender advert.

Queries relating to the issue of these documents or technical inquiries may be addressed to Ms. Siphesihle Zondo via e-mail: tenders@nyda.gov.za.

CLOSING DATE AND TIME

The closing date and time for submission of proposals is as follows:
Date: **08 September 2026**
Time **11:00am**

Tenderers must ensure that the tender is delivered timeously to the correct address. As a rule, if a tender is late or delivered to the incorrect address, it will not be accepted for consideration. Tenders may only be submitted on the tender documentation that is issued by NYDA.

The tenders must be inserted into the Tender Box available at the Reception Area of NYDA Head Office, 7 Naivasha Road, Sunninghill by **11:00 am on 08 September 2026** Telegraphic, telephonic, telex, facsimile, e-mail, and late tenders will not be accepted.

Evaluation Method: three stage evaluation –
1. Administrative Compliance.
2. Site Inspection
3. Price / Specific Goals

NB: NYDA reserves the right to cancel this tender without prior notice and not to appoint any service provider.

PART A **SBD 1**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NATIONAL YOUTH DEVELOPMENT AGENCY)					
BID NUMBER:	**RFP2026/02/NYDA**	CLOSING DATE:	**08 September 2026**	CLOSING TIME:	11:00 am
DESCRIPTION	**RE-ADVERTISEMENT OF THE LEASE OF CORPORATE OFFICE SPACE FOR NYDA BLOEMFONTEIN BRANCH OVER A PERIOD OF SEVEN (7) YEARS.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
NATIONAL YOUTH DEVELOPMENT AGENCY					
7 Naivasha Road					
Sunninghill					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Siphesihle Zondo**	CONTACT PERSON	**Siphesihle Zondo**
TELEPHONE NUMBER		TELEPHONE NUMBER	
E-MAIL ADDRESS	tenders@nyda.gov.za	E-MAIL ADDRESS	tenders@nyda.gov.za

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
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 PART THE QUESTION BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B
TERMS AND CONDITIONS FOR BIDDING

• **BID SUBMISSION:**
○ BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
○ **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
○ THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
○ **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
• **TAX COMPLIANCE REQUIREMENTS**
• BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
• 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.
• APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
• BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
• IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
• WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
• 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: ……..

B. NYDA BACKGROUND AND INTRODUCTION

The National Youth Development Agency (NYDA) is a South African based agency established primarily to tackle challenges that the nation's youth are faced with. The NYDA was established by an Act of parliament, act no 54 of 2008. The institution was established to be a single, unitary structure, established to address youth development issues at National, Provincial and Local government level. The existence of the NYDA should be located within the broad context of South Africa's development dynamics. Like many developing countries, South Africa has a large population of youth, those between the ages 14-35; represent 42% of the total population. Given the youthful nature of the South African population much of the socio-economic challenges faced by the nation, i.e. poverty, inequality and joblessness, poor health etc, are borne by the youth. The gravity of challenges South Africa is faced with, require multi - pronged efforts, that simultaneously promote the development of sustainable livelihoods, reduce poverty, inequality and prioritise the development of policies which create an enabling environment for youth development.

The NYDA plays a lead role in ensuring that all major stakeholders, i.e., government, private sector, and civil society, prioritise youth development and contribute towards identifying and implementing lasting solutions which address youth development challenges. Furthermore, the NYDA designs and implements programmes aimed at improving lives and opportunities available to youth. These programmes could be clustered as follows:

At an individual level (Micro level), the NYDA provides direct services to youth in the form of information provision, mentorship, skills development & training, entrepreneurial development & support, health awareness programmes and involvement in youth initiatives. At a Community level (Meso Level), the NYDA encourages young people to be catalysts for change in their communities through involvement in community development activities, social cohesion activities and national youth service programmes and dialogue.

At a Provincial and National level (Macro Level), through its policy development, partnerships and research programmes, the NYDA facilitates the participation of youth in developing key policy inputs, which shape the socio-economic landscape of South Africa.

The National Youth Development Agency derives its mandate from the legislative frameworks, including the NYDA Act (54 of 2008), the National Youth Policy (2009-2020) and the draft Integrated Youth Development Strategy as adopted by the Youth Convention of 2006. The NYDA activities could be summarized as follows:

1 Lobby and advocate for integration and mainstreaming of youth development in all spheres of government, private sector and civil society
2 Initiate, implement, facilitate and coordinate youth development programmes
3 Monitor and evaluate youth development intervention across the board and mobilise youth for active participation in civil society engagements

C. TENDER DATA AND CONDITIONS OF TENDER

The Conditions of Tender are the General Conditions of Contract issued by the National Treasury. The purpose of the Conditions is to:

1 Draw special attention to certain general conditions applicable to government bids, contracts, and orders; and

2 To ensure that bidders are familiar with the rights and obligations of all parties involved in doing business with the government.

The Standard Conditions of Tender make several references to the Tender Data which specifically applies to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of Tender Data given below is cross-referenced to the relevant clause in the standard Conditions of Tender.

Clause Number	Clause Heading	Data / Wording
1.1	**The Employer is:**	**The Employer is:** National Youth Development Agency (NYDA). **7 NAIVASHA ROAD, SUNNINGHILL**
1.2	**Employer's Agent is:**	**Ms. Siphesihle Zondo** Tel: (087) 158 5718 E-mail: tenders@nyda.gov.za
1.3	**Eligibility**	The National Youth Development Agency reserves the right to reject bids which are non-responsive, including, without limitation, bids which contain the following defects: • Late or incomplete bids; • Failure to conform to the rules or requirements contained in the Tender document; • Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected; and • Non-compliance with applicable law, unauthorized additions or deletions, conditional bids or material irregularities. Tenderers will be disqualified if the entity or any of its directors is listed on the register of Bid Defaulters in terms of the Prevention and Combating of Corruption Activities Act of 2004 as a person prohibited from doing business
1.4	**JOINT VENTURES OR CONSORTIUMS**	Joint Ventures / Consortiums are eligible to submit tenders provided that: • Where bids are consortia / Joint ventures / S-contractors are involved, each party must submit a separate TCS certificate / Pin/CSD number; • A Joint Venture Agreement is signed by the JV Partners and attached to this tender document; • Where the JV partner is not a landlord/property owner, they must be registered with the Property Practitioners Regulatory Authority (PPRA) and submit a valid Fidelity Fund Certificate issued by the

Clause Number	Clause Heading	Data / Wording
		Property Practitioner's Regulatory Authority. **Tenders who do not meet the requirements above will be immediately disqualified from the tendering process.** A Joint Venture / Consortium must also submit a Joint Venture BBBEE Verification Certificate.
1.5	**Returnable Documents**	Tenderers submit fully completed and signed returnable documents as stipulated. Tenders must only be submitted on original tender documentation which is issued by the NYDA and completed in black ink. Tender documents may not be retyped or reproduced. **<u>COMMERCIAL RETURNABLES</u>** The following Standard Bidding Documents are duly completed and signed **1. MANDATORY RETURNABLE DOCUMENTS:** • **TECHNICAL RETURNABLES** **2. ESSENTIAL ADMINISTRATIVE RETURNABLE DOCUMENTS:** • National Treasury Registration on **Central Data Base (CSD)** (certificate). • Valid and original (or a certified copy) B-BBEE certificate/Affidavit. proof of Respondent's compliance to B-BBEE • Tax Clearance Certificate or electronic access PIN obtained from SARS's new Tax Compliance Status (TCS) system [Consortia / Joint Ventures must submit a separate Tax Clearance Certificate for each party] • Section: SBD 1 Form • Section: SBD4 Disclosure Form • Section: Preferential Procurement Regulations
1.6	**Number of copies of tender offers to be submitted to the Employer**	One original hardcopy version must be the original submission and a softcopy/electronic version in PDF-Format digitally copied versions of the original on a USB.
1.7	**Sealing of tender offers**	Tender should be sealed and externally endorsed as follows: • Tender number and description should be clearly stated/written.
1.8	**Tender offer validity**	NYDA requires a validity period of (**120 Business days**) from closing date against this RFP, excluding the first day and including the last day. NYDA may at any time prior to the expiry of the bid validity period, extend the above validity period by 60 days written notice in the NYDA website and E-tender website, on the same terms and conditions. In that event, NYDA will not require consent from the bidders, and bidders will not be required or permitted to amend any of their proposals. However, bidders are not obliged to extend the validity period. In cases where bidders are not in agreement with the validity extension, they must inform NYDA in writing and their proposals will be considered non responsive. Once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract.

Clause Number	Clause Heading	Data / Wording
1.9	**National treasury's supplier database (CSD) registration**	• Bidders must submit proof of registration on the National Treasury's Central Supplier Database (CSD). A Tenderer that is selected as a preferred Tenderer but is not registered on the Central Supplier Database (CSD) of the National Treasury, shall not be awarded the Tender. Failure to submit such proof of registration, as requested, shall result in their tender being disqualified. • Bidders are requested to register on the National Treasury CSD and include the copy of supplier number to enable the institution to verify the supplier's tax status on CSD. • Registration can be completed online at www.csd.gov.za
1.10	**Clarification on submitted information**	• During the evaluation of the bids, clarification may be requested in writing from bidders only for the purpose of clarifying aspects mentioned in the bid. Replies to such requests must be submitted, within two (2) working days or as otherwise indicated.
1.11	**Two-Envelope System**	• A two-envelope system **will not** be followed.

D. TERMS OF REFERENCE RE-ADVERTISEMENT OF THE LEASE OF CORPORATE OFFICE SPACE FOR NYDA BLOEMFONTEIN BRANCH OVER A PERIOD OF SEVEN (7) YEARS.

1. PURPOSE AND OBJECTIVES OF THIS SUBMISSION

The purpose of this document is to request for tender for the lease of corporate office space for the National Youth Development Agency (NYDA) Bloemfontein Branch over a period of seven (7) years. The branch will be situated in Bloemfontein CBD.

The location of the corporate office space must be within walking distance (less than 5 km) of public transport services, clearly visible from major local traffic routes, and feature an unimpeded entrance to the public area from street level, ideally within close proximity to public parking facilities. Positive consideration will be given to public parking availability close to the proposed premises.

Cognizance will be given to the security features of the proposed building/premises such as access control; perimeter fencing, outer perimeter security services (entrance security), parking space, etc. The overall security aspects of the proposed building/premises will be assessed with the physical evaluation of the premises, which is an integral part of the bid process.

2. SCOPE OF WORK

2.1 The National Youth Development Agency (NYDA) requires a corporate office space comprising a minimum of 650m² and a maximum of 750m².

2.2 Tenant Installation Requirements

The The Landlord shall provide a fully funded, turnkey Tenant Installation (TI) fit out for the premises, at no additional cost to the NYDA, in accordance with the operational, functional, accommodation, and space planning requirements set out in this specification.

The floor layout mock-up provided is intended as a conceptual guide and shall be adapted to suit the configuration and structural constraints of the proposed building while ensuring full compliance with the accommodation and space requirements contained in Sections 2.3 and 4.3.

The Tenant Installation shall include, but not be limited to, the following:

- Space planning and preparation of detailed floor layouts for NYDA approval;
- Construction and fit-out of all offices, including managers' offices, executive offices, meeting rooms, consultation rooms, boardrooms, training facilities, reception area, open-plan workstations, storerooms, server/ICT room, sick bay, kitchen, ablution facilities, and all other functional areas required by this specification;
- Supply and installation of all internal partitioning, including glass partitioning for boardrooms, managers' offices, meeting rooms, and other offices where required by the approved layout;
- Floor finishes, ceiling finishes, painting, glazing, and all internal finishes;
- Electrical reticulation, distribution boards, lighting, emergency lighting, power outlets, dedicated red and white plug circuits, and all electrical installations required for the occupation and operation of the premises;
- A complete ICT infrastructure for approximately **750 m²**, including structured network cabling (Cat 6A or equivalent), data and voice cabling, backbone cabling, fibre connectivity within the premises where required, conduits, trunking, floor boxes, network cabinet(s) or rack(s),

patch panels, power for ICT equipment, wireless network cabling, and sufficient infrastructure to support the installation of wireless access points to provide full network coverage throughout the leased premises;

- Air-conditioning, ventilation, and any associated mechanical services necessary to support the approved office layout;
- Access control systems, CCTV surveillance infrastructure, alarm systems, and all related security installations;
- Plumbing works, kitchenette installations, and all associated building services;
- Accessibility features and facilities for persons with disabilities in accordance with applicable legislation and standards;
- Internal and external signage, branding provisions where applicable, and all other works necessary to deliver a fully operational and occupation-ready office environment.

The bidder/Landlord shall submit detailed floor plans, space planning layouts, and tenant installation proposals demonstrating full compliance with the requirements contained in Sections 2.3 and 4.3. The submitted plans shall clearly indicate all functional areas, services, fittings, ICT infrastructure, and tenant installation works for review and written approval by the NYDA prior to the commencement of any fit-out works.

The Landlord shall be responsible for the full cost of all tenant installation works and associated professional services required to complete the fit-out. The entire cost of the Tenant Installation, including all ICT infrastructure, network cabling, wireless access point infrastructure, electrical installations, security systems, and all associated works, shall be fully included in the bidder's bid price and rental offer. No additional claims, variation orders, or separate charges relating to the Tenant Installation shall be accepted after bid submission or during the lease period, unless specifically requested and approved in writing by the NYDA.

Unless otherwise approved by the NYDA, the Landlord's standard building specifications may be applied, provided that they meet or exceed the minimum requirements contained in this specification.

2.2.1 Glass Partition Requirements

The Landlord shall provide glazed/glass partitioning as part of the fully funded Tenant Installation (TI) to create a professional, functional, and modern office environment that maximises visibility and natural light. Glass partitioning may comprise framed or frameless systems, subject to the building design and written approval by the NYDA.

- As a minimum, glass partitioning shall be provided for the following areas, where included in the approved floor layout:
- Reception and waiting areas;
- Executive and management offices;
- Boardrooms and meeting rooms;
- Consultation and interview rooms;
- Human Resources and other confidential discussion offices;
- Training rooms;
- ICT/server rooms and operational control rooms, where appropriate; and
- Any other offices or internal spaces identified by the NYDA during the space planning process.

2.2.2 **All glass partitioning shall**:

- Be constructed from commercial-grade safety glass;
- Comply with all applicable building regulations, occupational health and safety requirements, and relevant South African standards;
- Include safety manifestation markings where required;
- Provide an appropriate level of acoustic privacy for offices, boardrooms, meeting rooms, and confidential discussion areas;
- Be professionally supplied and installed as part of the Tenant Installation.

Where operational, privacy, or functional requirements dictate, frosting, tinting, blinds, partial opaque finishes, or other approved privacy treatments may be incorporated, subject to the written approval of the NYDA.

All costs associated with the supply, installation, approvals, labour, materials, alterations, professional fees, and commissioning of the glass partitioning shall be borne entirely by the Landlord and shall be included in the bidder's bid price and rental offer. No additional costs or claims relating to the glass partitioning or associated Tenant Installation works shall be accepted after bid submission.

Failure by the bidder to submit a compliant floor layout and Tenant Installation proposal that fully addresses the glass partitioning requirements and all other accommodation requirements contained in this specification may result in the bid being declared non-responsive and may lead to disqualification from the tender evaluation process.

2.3 The characteristics of the building/premises shall cater for tenant installation as follows:

a) Reception Area,
b) Two consultation rooms,
c) Training room for 40 people seated with
d) Two meeting rooms,
e) Kitchen to accommodate 10 people seated,
f) Boardroom to accommodate 18 people seated,
g) Two lockable storage rooms,
h) Three separate bathrooms (ladies and Gents) and one bathroom for physical disabled,
i) server room,

j) A typical open plan office space accommodation, which needs to be easily assimilated on the premises and public toilets. The building should be user friendly and accessible for people with disabilities.
k) Sick bay – a room set aside for treatment or accommodation of the sick.
l) Four offices
m) Open plan to accommodate 17 staff members
n) And housekeeper pause area to accommodate 2 personnel

2.4 A minimum of 15 covered parking bays, including 2 designated for persons with disabilities, must be provided within the access-controlled area of the premises for the exclusive use of the NYDA staff. If the leased premises cannot accommodate all 15 bays, at least 10 must be located on-site and the remaining 5 must be situated within a 150-metre radius of the premises at the Landlords'/Lessor's expense.

2.5 **NYDA requires that the landlord to appoint a full professional team to assist with the internal fit-out of the premises to ensure conformance to all applicable South African statutory regulations, Acts and the NYDA specific fit-out requirements. The full professional team must be inclusive of Architecture, Project Manager, Building Contractor, Electrician and Plumber, members of the full professional team should be in possession of the necessary trade test registration where applicable. The CVs of the landlord's proposed full professional team and profile of the contractor must be included in the tender proposal as part of the technical information required in this bid document.**

2.6 **The following shall constitute a minimum corporate office space requirement.**

Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non- compliance by marking the NO box. Bids not completed in the manner prescribed may be considered incomplete and rejected. Should bidders fail to indicate agreement/compliance or otherwise, NYDA will assume that the bidder is not in compliance or agreement with the statement(s) as specified in this bid.

NYDA reserves the right to conduct a pre-occupation inspection ('snagging') of the premises with its appointed representative no less than 14 calendar days before the scheduled occupation date. The "Landlord" must resolve all items noted in the snagging list to NYDA's satisfaction before occupation commences. Occupation will not proceed until NYDA issues written sign-off.

#	Conditions	Confirmations/Indicate	
		Yes	No
1	The building offers sufficient space of a minimum of 650m² and maximum of 750m². Common floor areas to be included in the disclosed floor spacing for renting. The proposed corporate office space must be situated in Bloemfontein CBD.		
2	Location close to public transport less than 5km.		
3	A minimum of 15 covered parking bays, including 2 designated for persons with disabilities, must be provided within the access-controlled area of the premises for the exclusive use of the NYDA staff. If the leased premises cannot accommodate all 15 bays, at least 10 must be located on-site and the remaining 5 must be situated within a 150-metre radius of the premises at the Landlords'/Lessor's expense.		
4	Air-conditions that can be operated at the office Temperature settings between 21° Celsius and 26° Celsius and controlled independently of other offices (tenants) **before occupation at no cost to NYDA. Split** aircon, Cassette, and or Midwall (especially in the server room) units in offices are preferred. The air-condition must not be remotely controlled by the building management team but by the tenant within their office and individual office space.		
5	Manage the impact of sharing a building with other tenants by demarcating NYDA-allocated space separately and must not hinder NYDA operations.		
6	Have a designated smoking area, an Emergency Assembly point, approved emergency escape doors and a waste disposal area		
7	The building at the minimum must be in good condition. These include the structural integrity, Exterior Walls and Plumbing, HVAC System, Electrical System: Environmental Hazards that may affect the health and safety of occupants, Interior, Safety Features such as smoke detectors, and fire extinguishers **before occupation at no cost to NYDA.** **NB:** Fire Protection and Risk Requirements must be completed before occupation. The bidder must take note that no occupation will be allowed prior to confirmation of adherence to Fire Protection and Risk Management		
8	The building must be in a 24/7 Access control and security to office premises and parking		
9	Building must have burglar proof where appropriate **before** occupation **at no cost to NYDA**		

#	Conditions	Confirmations/Indicate	
		Yes	No
10	Building must have CCTV on common areas **before occupation at no cost to NYDA** and on the floor area can be incorporated with the tenant's additional CCTV for high-risk areas (Server room(s), strongroom or record keeping storage facility, etc.		
11	The bidder must submit a draft floor plan layout with sitting arrangements clearly marked and in line with 2.3 characteristics. A sample of the floor plan is available in clause 5. **NB: No white shell will be accepted.**		
12	Building must have fibre optic for ICT connectivity Or permission to put microwave on the roof before occupation.		
13	The bidder shall ensure that all office accommodation, parking areas, and associated facilities are accessible to persons with disabilities, in compliance with applicable accessibility legislation, building regulations, and universal access standards		
14	Issue out Occupational Certificate as per municipal regulation before occupation by NYDA i.e., Electrical COC, Glazing COC, Plumbing COC and HVAC COC Prior to occupation, the "Landlord" must certify and demonstrate that all utility connections - water, electricity, sewerage, and HVAC — are fully operational and in good working order. Certification must be provided by a registered professional (electrician, plumber, mechanical engineer as applicable) and submitted to NYDA before the lease commencement date. All Certificates of Compliance (COC) must be dated no more than 12 months prior to the date of occupation and must be issued by SANS/SABS-registered professionals. Expired or provisional certificates will not be accepted.		
15	The building is equipped with a Power Generator or UPS before occupation **at no cost to NYDA**		
16	The building is equipped with a water supply (Jo-jo tanks) **before occupation at no additional cost to NYDA**, which should be able to supply the NYDA with a minimum of 5000L of water at any given time should the need arise		
17	The property owner should give NYDA brand image and signage rights. Such clause will be included in the Service Level Agreement.		

2.7 **The following scope of work is excluded from the fit-out requirements and will be dealt with by NYDA internally:**

- ❖ Furniture;
- ❖ NYDA-specific internal corporate signage;
- ❖ Information Technology infrastructure and cabling;
- ❖ Internal security equipment and cabling; and

2.8 **The successful bidder shall be responsible for the maintenance of the building/premises. This shall include at least but not limited to the following:**

- ❖ Power backup Generator, UPS if available
- ❖ Water tank/s (Jojo – water supply) minimum capacity of 5000L
- ❖ Windows;
- ❖ Roofs;
- ❖ HVAC & Fresh air including cleaning the diffusers inside;
- ❖ Servicing of Air Conditions
- ❖ Lightning protection;
- ❖ Electrical supply: Up to Distribution board and dedicated plugs;
- ❖ Fire Protection and Detection System;
- ❖ Servicing of Fire Protection Equipment's (Fire extinguishers, Hose reels and or Hydrants)
- ❖ Plumbing: Up to first fix;
- ❖ Disposal of Sanitary Waste, Hygiene Services and Deep cleaning of bathrooms.
- ❖ Lift service plan (if applicable)
- ❖ Common area: Maintaining and up-keep, electrical reticulation;
- ❖ Storm water and drainage system.
- ❖ Parking, Grounds and gardens (if applicable)
- ❖ Water testing (legionella), Lux Level and Air Quality Tests.
- ❖ Demolition cost at the end of the lease agreement (Back to white shell with no cost to NYDA)
- ❖ Washing the external windows & facades (Quarterly); and
- ❖ Landlord's will need to grant permission for the NYDA fit- out on the building for signage and IT microwave Installation.

2.9 NYDA will be responsible for, subject to the above listed items, for the interior wear and tear including the cleaning of the premises.

2.10 **Provision for tenant Installation cost**

The floor layout mock-up provided is intended as a conceptual guide and shall be adapted to suit the configuration and structural constraints of the existing building while ensuring that the accommodation and spatial requirements set out in Sections 2.3 and 4.3 are fully met.

The bidder shall submit detailed floor plans, space planning layouts, and tenant installation specifications demonstrating full compliance with the requirements of this specification. The submitted plans shall clearly indicate all required offices, managers' offices, boardrooms, meeting rooms, reception areas, support spaces, ICT rooms, and other functional areas for review and approval by the NYDA prior to the commencement of any tenant installation works.

The Landlord shall be solely responsible, at its own cost, for the complete tenant installation, including but not limited to space planning, floor plan fit-outs, partitioning, ceilings, floor finishes, electrical and data reticulation, lighting, air-conditioning modifications, painting, signage, glazing, and all other associated works required to deliver the premises in accordance with the approved layout and this specification.

The tenant installation shall also include the provision of a complete ICT cabling infrastructure for the leased premises of approximately 750 m². This shall include, but not be limited to, structured network cabling, data points, backbone cabling, wireless network cabling, power and data reticulation for ICT equipment, conduits and trunking, network cabinet/rack provision where required, and sufficient cabling and infrastructure to support the installation of wireless access points throughout the premises. The ICT infrastructure shall be designed and installed in accordance with recognised industry standards and shall provide complete network coverage and connectivity for the entire leased area.

Glass partitioning shall be provided for managers' offices, boardrooms, meeting rooms, and any other offices identified in the approved layout plans, unless otherwise agreed in writing by the NYDA due to the design limitations or structural constraints of the building.

The full cost of all tenant installation works, including the complete ICT infrastructure, shall be included in the bidder's bid price and rental offer. No separate claims, additional charges, or variation costs relating to the tenant installation shall be accepted after bid submission or during the lease period, unless specifically requested and approved in writing by the NYDA.

Unless otherwise approved by the NYDA, the Landlord's standard building specifications may be applied, provided that they meet or exceed the minimum requirements contained in this specification.

3. OFFICE SPACE NORMS AND OTHER STIPULATIONS

3.1 BUILDING REGULATIONS AND COMPLIANCE

The leased premises shall comply with local and municipality council by laws and the National Building Regulations and site handover certificate shall be required for public use.

Conducting annual Emergency Evacuation Drills.
Having an Assembly point.
All building safety signages to be available. Available evacuation floor map or drawings.

4. Facility Information Background

4.1 The NYDA requires and seeks to acquire rental offices for a period of seven (7) years. The beneficial occupation and tenant installation will be needed from the …… A floor space and parking Facility character guide, sample floor plan, and organizational structure must be used to draft a floor plan customized to your building.

4.2 All building-related issues such as Zoning rights, Servitudes, Municipality requirements, Occupational Health Certificates, Electrical Compliance Certificates, Mechanical Compliance Certificates, and other related statutory requirements should be complied with by the Landlord before signing off a final lease agreement.

4.3 The offices will house 20 full-time employees and the floor layout to cater as specified in the table below:

Floor Space and Parking Facility Character Guide		
No.	**Facility**	**Specification**
1	**Boardroom**	To accommodate 18-20 people
	Meeting Room	Meeting room to accommodate about 6-8 people
2	**Training Room**	To cater for a minimum of 40 people
	Kitchenette	Serving counter
3	**Storeroom x2**	For files, cleaning equipment and consumables
4	**Reception Area**	Provide for pause area not less than 10 people, water dispenser, marketing materials and printing area
	Internet Café	Computer lab to accommodate about 5 people
5	**Kitchen**	Built in Cupboards, sink and dining area for staff
6	**Ablution**	Males, Females and disability ablution to meet OHS requirements
7	**Parking**	Fifteen (15) secured parking spaces for employees inclusive of two (2) paraplegic parking bays for people with disability. Additional space for the public at the landlord costs should be made available.
8	**Open Plan**	1 Open plan workstations for 12 people 2. Open plan workstations for 5 people (Regional office)
9	**Electricals**	Provide red and white plugs as required in plan
10	**Security**	Secure environment, with surveillance Camera system and armed Response
11	**Server Room**	Room of not less than3mx2m with antistatic flooring.
12	**Change Room**	Space available as a change room for housekeeping and security (separate for males and females)

5. Sample floor Plan

The floor layout mock-up provided is intended as a conceptual guide and shall be adapted to suit the configuration and structural constraints of the existing building while ensuring that the accommodation and spatial requirements set out in Sections 2.3 and 4.3 are fully met.

The bidder shall submit detailed floor plans demonstrating full compliance with the requirements of Sections 2.3 and 4.3. The Landlord shall ensure that all required offices, functional areas, meeting rooms, boardrooms, and other accommodation elements are clearly reflected on the submitted floor plans.

The Landlord shall be responsible, at its own cost, for all space planning, tenant installation works, fit-out works, partitions, finishes, and all associated installations required to deliver the premises in accordance with the approved floor plans and the requirements of this specification. The full cost of the tenant installation shall be included in the bidder's rental offer and bid price, and no additional claims or separate charges for tenant installation costs shall be accepted after the submission of the bid or during the lease term.

Glass partitioning shall be provided for managers' offices, boardrooms, meeting rooms, and other areas identified in the approved layout plans, unless otherwise agreed in writing by the NYDA due to the design limitations or structural constraints of the building.

6. Facility Information and Proposal Requirements

Item No	Description	Specification
1	**Property Size**	**Minimum 650m² to maximum of 750m²**
2	**Property Grade preferences (SAPOA) Standards**	**Grade A & B:** A brand new office space or not older than 15 years but has undergone a complete redevelopment with a high-specification renovation.
3	**Property Information**	**Bid Proposal should outline the following** • Physical address, stand number, • Details of all partners to the offer, • Detailed rental option, • Tenant installation allowance • Existing Building layout drawings/ plans in CAD format • Proposed floor layout in line with Organogram and facility Character table Guide above • Photos of existing building to be provided • Building insurance information • If multi tenants, provide names and detail of business
4	**Parking Facilities**	Bid proposal should have a detailed layout of the parking areas as detailed in functionality. • A minimum of 10 on-site secured parking bays with 2 disabled parking area.
5	**Security**	Bid proposal should clearly outline the provision of security for the building area: • CCTV • Perimeter boundary walls • Access control • Response alarm
6	**Ablutions for Male and Females and people with Disability**	The bidder shall provide fully functional new or fully refurbished ablution facilities that meet the OHS Act requirements. If the ablutions are shared by multi companies, the landlord is to provide cleaning services. Pay as you use toilets costs shall be borne by Landlord.
7	**Health & Safety**	Fire equipment will be as per the rational design for the standard white box leased premises. For fire equipment and signages, the landlord must make provision for hydrants and hose reels in accordance with SABS 0400, the positions as reflected on the Base Building Drawings.
8	**Maintenance**	Proposals should clearly specify the responsibilities of the Landlord around maintenance issues (air conditioning units, fire equipment, lifts, electricity, fumigation, generator/UPS maintenance service, Jo-jo tank/water supply service, plumbing work, day-to-day

Item No	Description	Specification
		maintenance of the building, etc.) • The office exterior and structurer to be fully serviced and maintained by the Landlord • Turn-around time to be clearly stated on maintenance and repair work by the Landlord; NYDA reserves the right to negotiate the turnaround times should it not be satisfactory. NYDA reserves the right to appoint a service provider where such services will be paid for by NYDA
9	**Building design compliance aspects**	Landlord to provide the COC certificate of compliance for: • Plumbing • Electricity • Mechanical Ventilation • Fire protection
10	**Lease Agreement**	Draft pro forma lease agreement in line with NYDA requirements to be attached to the bid documents
11	**Tenant installation**	The floor layout mock-up provided is intended as a conceptual guide and shall be adapted to suit the configuration and structural constraints of the existing building while ensuring that the accommodation and spatial requirements set out in Sections 2.3 and 4.3 are fully met. The bidder shall submit detailed floor plans, space planning layouts, and tenant installation specifications demonstrating full compliance with the requirements of this specification. The submitted plans shall clearly indicate all required offices, managers' offices, boardrooms, meeting rooms, reception areas, support spaces, ICT rooms, and other functional areas for review and approval by the NYDA prior to the commencement of any tenant installation works. The Landlord shall be solely responsible, at its own cost, for the complete tenant installation, including but not limited to space planning, floor plan fit-outs, partitioning, ceilings, floor finishes, electrical and data reticulation, lighting, air-conditioning modifications, painting, signage, glazing, and all other associated works required to deliver the premises in accordance with the approved layout and this specification. The tenant installation shall also include the provision of a complete ICT cabling infrastructure for the leased premises of approximately 750 m². This shall include, but not be limited to, structured network cabling, data points, backbone cabling, wireless network cabling, power and data reticulation for ICT equipment, conduits and trunking, network cabinet/rack provision where required, and sufficient cabling and infrastructure to support the installation of

Item No	Description	Specification
		wireless access points throughout the premises. The ICT infrastructure shall be designed and installed in accordance with recognised industry standards and shall provide complete network coverage and connectivity for the entire leased area. Glass partitioning shall be provided for managers' offices, boardrooms, meeting rooms, and any other offices identified in the approved layout plans, unless otherwise agreed in writing by the NYDA due to the design limitations or structural constraints of the building. The full cost of all tenant installation works, including the complete ICT infrastructure, shall be included in the bidder's bid price and rental offer. No separate claims, additional charges, or variation costs relating to the tenant installation shall be accepted after bid submission or during the lease period, unless specifically requested and approved in writing by the NYDA. Unless otherwise approved by the NYDA, the Landlord's standard building specifications may be applied, provided that they meet or exceed the minimum requirements contained in this specification.
12	**Floor Plan**	The Landlord should attach a draft floor plan in accordance to office layout in proposed building/space.

E. SUBMISSION REQUIREMENTS

i. One original hardcopy version must be the original submission and a softcopy/electronic version in PDF-Format digitally copied versions of the original on a USB.
ii. Bidders should take particular care to ensure that there are no discrepancies between all submissions to the NYDA. NYDA reserves the right to reject any tenders if there are discrepancies.
iii. Each individual envelope must be clearly marked with the following information:
    1. Description of the Submission: advertisement of the lease of corporate office space for NYDA Bloemfontein Branch over a period of seven (7) years.
    2. Submission Tender Number: **RFP2026/02/NYDA**
iv. Submissions that are faxed, sent via telex, and/ or electronic mail delivery will not be accepted.
v. All submissions received by NYDA will become the property of the NYDA and will not be returned to the respondent.
vi. The submissions must be inserted into the TENDER BOX available at the Reception Area of NYDA Head Office, 7 Naivasha Road, Sunninghill between 08h00 am and 17h00 pm on weekdays.
vii. Respondents are invited to observe the closing date and time of the submission as per the advertisement.
viii. Unsuccessful submissions will be informed in writing when the process is concluded.
ix. A submission will be considered late if received after the specified date and time. Respondents are therefore strongly advised to ensure that submissions are dispatched allowing enough time for any unforeseen events that delay the delivery of the submission.

F. ENQUIRIES/COMMUNICATION

i. Contact person for any inquiries with regards to the tender submission should be **addressed to:**
Ms. Siphesihle Zondo - Supply Chain Management Unit
Email: tenders@nyda.gov.za

All clarifications or inquiries must be made in writing and received by the NYDA. Telephonic requests for clarification will not be accepted.

G. SUBMISSION EVALUATION/ADJUDICATION

The tender will be evaluated in three (3) phases:

i. Compliance/eligibility
ii. Site Inspections
iii. Price and Specific Goals Assessment

H. Compliance/eligibility

Bidders who do not meet the requirements below will be immediately disqualified

NO	DESCRIPTION
1	Proof of registration as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017
2	A completed and signed pricing schedule using the provided template.
3	SBD1 - Invitation to bid
4	SBD 4 - A fully completed and duly signed disclosure form. Should a conflict of interest be declared or identified, the bid would be declared non- responsive. NB Bidder must ensure all pages are complete and all questions answered, and to indicate not applicable (N/A) where appropriate.
5	The bidder meets the minimum corporate office space requirements and has completed 2.6 table above.

6	One original hardcopy version must be the original submission and a softcopy/electronic version in PDF-Format digitally copied versions of the original on a USB.
7	The bidder attended the compulsory briefing session and registered their details on the Microsoft Teams chat
8	Proof of ownership, by way of a copy of the title deed, of the proposed corporate office space. Where a Property Practitioner is bidding on behalf of the landlord/property owner, the proof of ownership must be supported by a Power of Attorney, from the owner of the property (not the property practitioner or Agent) authorizing the property practitioner to bid on behalf of the owner.
9	Where a property practitioner or agent is bidding on behalf of the landlord/property owner, the property practitioner or agent must be registered with the Property Practitioners Regulatory Authority (PPRA) and submit a valid Fidelity Fund Certificate issued by the Property Practitioner's Regulatory Authority.
10	Where a property practitioner or agent is bidding on behalf of the landlord/property owner, the property practitioner or agent must furnish a bank confirmation letter of his/her trust account in which rentals and/or rental deposits will be received and/ or held.
11	At three (3) Signed positive testimonial letters from previous or current tenants on the tenant's letterhead with contact details, not older than ten (10) years which letters must be addressed to the bidder.
12	Methodology and approach detailing the general maintenance or mitigation plan that covers all the activities in 2.8 of the scope of work
13	CVs of the full professional team: Interior Designer, Project Manager, Electrician and Plumber (Including trade-test certification) supported by the company profile of the contractor.
14	The bidder must commission an independent, accredited building inspector to produce a written Building Condition Report not older than 60 days prior to bid submission. This report must confirm that all structural elements, roof, exterior walls, plumbing, electrical, HVAC, and interior finishes are in sound and serviceable condition. The report must be submitted as a mandatory returnable document.

11. Site Inspection and Building Compliance Certification Prior to Occupation

NYDA reserves the right to conduct a physical inspection, evaluation, and assessment of the proposed premises to verify compliance with the requirements outlined in this specification and scope of work.

The site inspection may include, but shall not be limited to, the following:

- Verification of information submitted in the proposal;
- Assessment of compliance with the Corporate Office Space Requirements as outlined in Item 2.6;
- Inspection of office layout, accessibility, parking, safety, and building services;
- Verification of statutory compliance certificates and approvals;
- Assessment of electrical, ICT, air-conditioning, and other operational infrastructure;
- Evaluation of the general condition, suitability, and readiness of the premises for occupation.

Failure by the bidder or Landlord to comply with NYDA requirements, provide accurate information, or meet the prescribed specifications may result in the proposal being deemed non-responsive and may lead to disqualification from further consideration.

Building Compliance Certification Prior to Occupation

The Landlord shall, prior to occupation by the NYDA, provide all valid statutory compliance certificates and approvals required for lawful occupation and operation of the premises. All certificates shall be issued by appropriately qualified and registered professionals or competent authorities where applicable.

The required documentation shall include, but not be limited to:

- Electrical Certificate of Compliance (CoC);
- Fire Safety Compliance Certificate and approved fire equipment servicing records;
- Occupancy Certificate issued by the relevant local authority;
- Plumbing and Water Installation Compliance Certificate, where applicable;
- Structural Safety Certification, where required;
- Glazing certificate
- Lift/Elevator Compliance Certificates, where applicable;
- HVAC/Air-Conditioning service and compliance certification;
- Generator and backup power compliance certificates, where applicable;
- Health and Safety compliance documentation in terms of applicable legislation;
- Gas Installation Certificate of Compliance, where applicable;
- Accessibility compliance confirmation for persons with disabilities.

The Landlord shall further provide certification from a registered electrician confirming that the premises' electrical infrastructure, including the distribution board, wiring, and electrical supply capacity, is adequate to support NYDA's operational requirements, including air-conditioning systems, ICT equipment, lighting, office machinery, and general office load, without requiring modifications at NYDA's cost.

Any repairs, upgrades, remedial works, or statutory compliance requirements identified prior to occupation shall be undertaken and funded entirely by the Landlord. Occupation of the premises shall be subject to submission and acceptance of all required compliance documentation by the NYDA.

Failure by the bidder or Landlord to provide the required compliance certificates, approvals, or supporting documentation, or failure to remedy any identified non-compliance within the period stipulated by NYDA, shall constitute a material breach of the tender requirements and/or lease conditions. In such event, NYDA reserves the right, at its sole discretion and without incurring any liability, to reject the bid, withdraw an award, terminate negotiations, cancel the tender process, or terminate the lease agreement prior to occupation

I. PRICE EVALUATION

i. PRICE SCHEDULE

#	Price components	Quantity	Unit price excl. VAT	Price per month excl. VAT
1.	Building sqm rate		R	R
2	Cost per parking		R	R
3	Maintenance costs as per 2.8 above		R	R
	Any other cost		R	R
			R	R
			R	R
			R	R
Total monthly costs excluding VAT				R

Final Summary

Period	Price per month	Price per annum	Escalation%	Total Cost
Year 1	R	R	0%	R
Year 2	R	R		R
Year 3	R	R		R
Year 4	R	R		R
Year 5	R	R		R
Year 6	R	R		R
Year 7	R	R		R
Provision for the installation Branding				**R150,000.00**
Demolition costs (white shell)				NIL
BID PRICE EXCLUDING VAT				**R**
VAT				R
TOTAL BID PRICE INCLUDING VAT				**R**

NB:
Please indicate the deposit on the table below:

	COST
DEPOSIT	**R**
VAT	**R**
TOTAL	

i. Price instruction

a. Bidder must price according to the price schedule provided;
b. Breakdowns on costs should be provided, where necessary;
c. The price schedule must be completed in non-erasable ink and the use of correction fluid/tape is not permitted;
d. The rental price quoted by the bidder shall remain fixed for the first twelve (12) months of the lease.
e. For the period thereafter, bidders shall propose a variable annual escalation rate in line with CPI as per National Treasury Regulations. The proposed escalation percentage shall form

part of the bidder's financial offer and will be considered during the evaluation of price. Bidders are therefore encouraged to submit competitive escalation rates within the prescribed range.

f. The annual escalation rate proposed by the successful bidder shall remain fixed for the duration of the lease, unless otherwise agreed in writing by the parties in accordance with the terms of the lease agreement.

- **NYDA will pay for proposed office space up to 750sqm. Excess office space will be deemed to be provided for free and must not be included in the price**

g. Prices tendered must be valid for 120 days and must be for seven (7) years including provision for price increase;

h. Bidders are to bring the total amount from the pricing schedules above to the final summary

- **The bidder (Landlord) must provide an full allowance towards the Tenant's installation equivalent of seven months rental fee at no cost to NYDA.**

- Pricing should include VAT and must be in South African Rand.

J. SPECIAL CONDITION

i. NYDA reserves the right to withdraw or amend terms of reference/specifications by notice in writing by advertising in the media in which the tender was originally advertised prior to the closing date.

ii. NYDA reserves the right not to award any of the tenders submitted.

iii. The cost of preparing the tenders will not be reimbursed.

iv. Shortlisted bidders may be invited for presentations.

v. Successful bidder will be required to sign a confidentiality/non-disclosure agreement.

vi. NYDA reserves the right NOT to appoint any Service Provider or to withdraw this request for bids.

vii. NYDA reserves the right to withdraw the awarding of the bid if the organisation and the successful bidder are unable to agree on the terms and conditions of a lease agreement within 60 calendar days of the awarding of this bid.

viii. All contracts entered into by the organisation are subject to the attached general conditions of contract.

ix. Any plans to prepare the premises to be fully legally compliant must be submitted as part of the required returnable documentation.

x. The successful bidder/ landlord must be prepared to execute the fit-out of the premises as a turnkey solution as per designs and specifications prepared by its Professional team as instructed by NYDA.

xi. The execution of the final lease agreement is conditional upon: (a) receipt of all valid COCs; (b) NYDA's written sign-off following the pre-occupation snagging inspection; and (c) confirmation from the "Landlord's" professional team that all utilities are operational. The lease commencement date will be adjusted if these conditions are not met, without penalty to NYDA

K. REASONS FOR REJECTION

i. NYDA reserves the right to contact references during the evaluation and adjudication process. Any effort by a bidder to influence the evaluation, comparison or award decisions in any manner, may result in rejection of the quote/proposal concerned.

ii. Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published by the NYDA in the municipality website. Any effort by a tenderer to influence the tender evaluation, tender comparisons, or tender award decisions in any matter, may result

in rejection of the bidder concerned.

iii. Bidders shall not contact NYDA on any matter pertaining to the tender from the time the tender is closed to the time the tender has been adjudicated. The results of all tenders will be published by the NYDA in the municipality website. Any effort by a tenderer to influence the tender evaluation, tender comparisons, or tender award decisions in any matter, may result in rejection of the bidder concerned.

iv. The NYDA shall reject a submission if the bidder has committed a proven fraud and/or corrupt act in competing for a particular contract.

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

L. REVIEW PEOCESS

i. To evaluate and adjudicate bids effectively, it is imperative that bidders submit responsive bids. To ensure a bid will be regarded as responsive it is imperative to comply with all conditions pertaining to the bid and to complete all the mandatory fields and questionnaires.

ii. Documents submitted on time by bidders shall not be returned and shall remain the property of the NYDA.

iii. All bids duly lodged will be evaluated in accordance with the evaluation criteria.

iv. NYDA may require presentations from short-listed bidders as part of the bid process.

v. All tenders duly lodged as per the submission requirements will be evaluated in accordance with the stipulated evaluation criteria.

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

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

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

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

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

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

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

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

3 GENERAL DECLARATION

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

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

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

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

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

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

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

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

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

…… ……
Signature Date

…… ……..
Designation Name of bidder

1 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.

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes

all applicable taxes less all unconditional discounts;

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes

of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Youth Ownership	10	
Women Ownership	05	
Ownership by persons with disability	05	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

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

ANNEXURE A

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

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 be familiar with regard to the rights and obligations of all parties involved in doing business with 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.

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General Conditions of Contract

1. Definitions -

1. The following terms shall be interpreted as indicated:

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

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

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

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

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

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

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad 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 purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

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

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

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

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

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

5. **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.

6. **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) 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.

7. **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:

16.1.1 performance or supervision of on-site assembly and/or commissioning of the supplied goods;
16.1.2 furnishing of tools required for assembly and/or maintenance of the supplied goods;
16.1.3 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
16.1.4 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
16.1.5 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 fulfilment of other obligations stipulated in the contract.

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

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

17. Prices -

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

24. 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the – supplier's performance

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

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

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

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

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

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

22. Penalties -

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

23. Termination – for default

23.1 The purchaser, without prejudice 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) 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 –

24.1 When, after the date of bid, provisional payments are required, or **and countervailing** antidumping or countervailing duties are imposed, or the amount of a **duties and rights** 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 **27.1** If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

matter may be commenced unless such notice is given to the other party.

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

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

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

(a) the parties shall continue to 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. Limitation – of liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in 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 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.