



**PROVISION OF OFFICE SPACE FOR LEASE FOR THE WALTER SISULU UNIVERSITY
BUFFALO CITY CAMPUS FOR A 5-YEAR CONTRACT PERIOD**

TENDER NO. PUR5501/1

Tenders are invited from suitable service providers to submit a full proposal and offer for the Provision of Office Space at the Buffalo City Campus of WSU for a 5-year contract period. Respective Tenderers are requested to complete this set of documents and submit them electronically as stipulated in this tender document.

Tender number	PUR 5501/1	
Date issued	11 January 2021	
Compulsory Information Session	19 January 2021	Time: 10h00-11h00
Last day for submission of tender clarification questions	26 January 2021	
Tender closing date	2 February 2021	Time: 23:59 (Mid-night)

Company Name		
Address		
Contact person	Ms/Mrs/Mr/Prof/Dr	
Contact numbers	(w)	(cell)
Email address		

Late tenders will not be accepted. Incomplete Tender documents will be disqualified. The University reserves the right not to award and to further negotiate with the successful tenderer(s) an applicable cost dispensation. All prices must include VAT.

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1. SECTION 1 – NOTES TO TENDERERS

1.1 Scope of the contract

Walter Sisulu University, herein after referred to as WSU, in collaboration with the Purchasing Consortium Southern Africa (PURCO SA) requires the Provision of Office Space at the Buffalo City Campus of WSU.

The WSU invites potential service providers to submit tender proposals to provide office space at the Buffalo City Campus for a period of three (3) years.

1.2 Service Level Agreement

Upon successful award of a contract, a service provider shall be required to enter into a Service Level Agreement with the University prior to any Purchase Order being generated and submitted.

1.3 Definitions

1.3.1 Tenderer, Contractor and Supplier have the same meaning;

1.3.2 Goods and Equipment have the same meaning;

1.3.3 Purchaser, Employer and Client have the same meaning;

1.3.4 Client, Purchaser and WSU shall mean Walter Sisulu University;

1.4 Completion of forms

Tenderers are informed that this document contains all the forms, which shall be completed in Black ink by the tenders.

1.5 Acceptance or rejection of tenders

The WSU has a right not to accept the lowest tender or any tender, and has a right to accept the whole or any part of the tender.

1.6 Tender Validity Period

The tender shall be valid for a period of One hundred & Twenty (120) days from the date of tender closing.

1.7 Pricing

The Tenderers must submit details regarding the tender price for the services on the pricing schedule forms attached, which completed form/s must be submitted together with all tender documents.

1.8 Compulsory information session

An on-line Compulsory Information Session will be held via MS Team on the 19th January 2021 at 10:00.

The link for the online Microsoft Teams is <https://purcosa.co.za/civicrm/event/info?reset=1&id=158>.

Registration for the online Compulsory Information Session will be open on the **11th January 2021 at 09h00 and end on the 18th January 2021 at 23h59**.

1.9 Enquiries

The following are the contact representative for this tender:

Contact Person: Procurement	
Name & Surname	Bongani Machobane
Telephone number	011 545 0950
E-mail address	Bongani.machobane@purcosa.co.za
Name & Surname	Ntsikelelo Yena
E-mail address	nyena@wsu.ac.za

1.10 Acceptance of Tenders

The WSU has the right not to accept the lowest tender or any tender, and has a right to accept the whole or any part of the tender. If part of the office space will have to be omitted, the tendered rates of the specific office space will play a major role in the decision on which parts of the office space must be omitted. It is therefore of crucial importance that Tender rates shall be balanced and in line with the real cost of specific areas.

The extent of the reduction in office space, if any, will be negotiated with the successful Tenderer prior to the award of the Contract. Thereafter, further reductions may be necessary during the duration of the Contract, if the scope changes as a result of unforeseen circumstances.

1.11 Accuracy of information

The information contained in the invitation to tender has been prepared in good faith. Neither WSU, PURCO SA nor any of their respective employees, make any representation or warranty or give any undertaking express or implied or accept any responsibility or liability whatsoever, as to the contents, accuracy or completeness of the information contained in the invitation to tender, or any other written or oral information made available in connection with the tender and nothing contained herein is or shall be relied upon as a promise or representation whether as to the past or future.

The invitation to tender may not contain all the information that may be required to evaluate a possible submission of a response to this invitation to tender. The Tenderers should conduct their own independent analysis of the operations to the extent required to enable them to respond to this tender. It is the Tenderers responsibility to ensure that submission in response to the invitation to tender has been comprehensively analysed.

Tenderers are also required to complete, sign, and initial (each page) of the tender document.

1.12 Confidential nature of documents

The Documents remain the property of the WSU and no part of any Document issued with this enquiry may be copied, photographed or reproduced in any manner or process without the written consent of the WSU. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in the Documents and drawings.

1.13 Costs incurred by Tenderer

The WSU will not be responsible for or pay any expenses incurred or losses suffered by any Tenderer in the preparation of the Tender or in visiting the Site in connection therewith. Tender deposits are not refundable.

1.14 PURCO SA Service Fee

The Service Provider must provide for a 2% service fee calculated on the total value of each invoice issued by the Service Provider for or otherwise relating to supply of goods and/ or performance of the Services to WSU (including any additional/ ad hoc goods supplied or services rendered), payable to PURCO SA on submission of the relevant invoice to WSU.

The selected Service Provider is required to send a copy of the monthly invoice and statement where applicable to both PURCO SA and WSU. Upon receipt of the monthly sales report from the Service Provider, PURCO SA shall invoice the Service Provider a minimum of 2% service fee based on the Rand value of the total transaction fees which is payable to PURCO SA within 30 days of the invoice date.

1.15 Qualifications of Service Providers

A non-refundable tender document fee of **R1 150.00** (One thousand, one hundred and fifty Rand, including VAT) shall be payable in order to download and print the tender document from the PURCO SA website.

Purchasing of Tender Documents

Tender documents can be purchased on the PURCO SA website. In order to download the tender document, the steps below should be followed:

- ☐ Visit www.purcosa.co.za
- ☐ If you have not yet registered your Company on the PURCO SA website, do so now.
- ☐ Click on required RFP in the block provided for Tenders and RFP's.
- ☐ Click on the pay now button.
- ☐ System will make documentation available for downloading, immediately after payment is concluded.

Only Document related queries and electronic submission of tender documents contact person: Gololosegang Legoete, PURCO SA via e-mail: **Gololosegang.legoete@purcosa.co.za**

Tender submissions will be electronic via the PURCO SA Website. No hard copy, faxed or e-mailed submissions will be accepted.

The closing date and time for receipt for the tender is on 02 February 2021 at 23:59 hrs (mid-night). Further information will be shared at the Compulsory Information Session regarding the closing date and submission process.

It is requested that the person who is to complete the tender document, be present during the Compulsory Information Session so as to get the relevant information pertaining to the completion of the tender document.

Proof of tender document purchase must be included in the tender submission. Only reputable and recognised Service Providers who meet all the mandatory requirements with sufficient proof of positive and professional experience in the provision of services in the nature of the Services to like sized institutions will be considered. Service Providers must submit detailed information together with their tender, of their experience in the relevant trade together with current contracts.

All dates and times in this document are South African Standard Time.

1.16 Partnerships and Legal Entities

In the case of the Service Provider being a partnership, close corporation or a company, a certificate reflecting the names, identity numbers and address of the partners, members or directors (as the case may be) must be submitted with the tender.

1.17 Consortiums and Joint Ventures

1.17.1 If the tendering unit emanates from a joint venture or collaborative partnership (including a newly formed company), which does not have a *joint* track record of at least three (3) years, the individual entities that make up the tendering unit should each provide all the mandatory requirements. Should all the requirements in respect of the tendering unit or the individual entities, as the case may be, not be met, the tendering unit will be disqualified. It is recognised that Service Providers may wish to form consortia to provide the Services. A tender in response to this invitation to tender by a consortium shall comply with the following requirements:-

1.17.1.1 It shall be signed so as to be legally binding on all consortium members;

1.17.1.2 One of the members shall be nominated by the others as authorized to be the lead member and this authorization shall be included in the agreement entered into between the consortium members;

1.17.1.3 The lead member shall be the only authorized party to make legal statements, communicate with WSU and receive instructions for and on behalf of any and all the members of the consortium;

1.17.1.4 A copy of the agreement entered into by the consortium members shall be submitted with the tender. It shall be signed so as to be legally binding on all consortium members;

1.18 Holding Company / Group

All documents submitted in support of this tender must be documents of the tendering unit. It is not permitted that documents submitted pertain to different companies or units within a group. As an example, a Service Provider cannot submit its own BBBEE certificate but the financial statements of its parent or another company in the same group. Similarly, a Service Provider cannot submit its own financial statement, but the BBBEE certificate, SARS certificate, etc. of other companies in the group.

1.19 Subcontracting

WSU fully endorses Government's transformation and empowerment objectives and when contemplating sub-contracting, service providers are requested to give preference to Exempted Micro Enterprises (EMEs), Start-up companies and Qualifying Small Enterprises (QSEs) which are Black Owned, Black Women Owned, Black Youth Owned, companies owned by Black People with Disabilities, including any companies designated as B-BBEE Facilitators.

Service providers are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement may include a subcontracting agreement.

Service providers are to note that it is their responsibility to select competent subcontractors that meet all requirements of the tender so that their tender is not jeopardised by the subcontractor when evaluated. Service providers are responsible for all due diligence on their subcontractors.

If contemplating subcontracting, please note that a Service provider will not be awarded points for B-BBEE if it is indicated in its Tender that such Service provider intends subcontracting more than 25% [twenty- five percent] of the value of the contract to an entity/entities that do not qualify for at least the same points that the Service provider qualifies for, unless the intended subcontractor is an EME with the capability to execute the contract.

Service provider/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. **Where a Service provider intends to subcontract with their subsidiary their tender will not be considered.**

The successful Service provider awarded the contract may only enter into a subcontracting arrangement with WSU prior approval.

The contract will be concluded between the successful Service provider and WSU, therefore, the successful Service provider and **not** the sub-contractor will be held liable for performance in terms of its contractual obligations.

A person awarded a contract may not subcontract more than 25% [twenty-five percent] of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract. WSU encourages that Exempted Micro Enterprises (EMEs) **and/or** Qualifying Small Enterprises may participate in this RFP process.

2. SECTION 2 – EVALUATION CRITERIA - TENDER DOCUMENT REQUIREMENTS

Tender Form. No Tender shall be considered unless the official printed Tender Form has been completed in full and signed. All other documents in this tender document must be completed in black ink or typed and signed by the Tenderer in black ink. The Tender Document shall be submitted in its complete form and **may not be dismantled and or interspersed with other documentation.**

Tenderers shall satisfy themselves that the Tender Document is complete and in agreement with the index. If any pages are found to be missing, duplicated, or illegible, or contain any obvious errors or discrepancies, the Tenderer shall advise the WSU immediately in order to have the defect(s) rectified.

Failure to complete and sign all the Tender Document Schedules shall render the Tender subject to disqualification on the grounds of incompleteness. Entries in the Schedules shall be typed in or written in block letters in black ink. Black ink shall be used for signatures. Any alterations made shall be signed.

Should the Tenderer desire to make any departures from the Technical Specifications, they shall set out their proposals in a separate section clearly marked "Deviations from the Specification", failing which their tender will be deemed to comply in all respects with the Technical Specifications.

Tenderers are warned that any material divergences from the Technical Specifications may render their Tender liable to disqualification.

2.1 EVALUATION PROCESS

- 2.1.1 WSU has approved a two-stage evaluation process: Compliance with technical functionality and price. Those tenderers qualifying in terms of Stage 1 technical functionality will be evaluated according to criteria in stage 2 (Price and BBEE).
- 2.1.2 WSU may request additional information, clarification or verification in respect of any information contained in or omitted from a Tenderer's tender. This information will be requested in writing.
- 2.1.3 WSU may conduct a due diligence on any Tenderer, which may include interviewing customer reference or other activities to verify a Tenderer's tender or other information and capabilities (including visiting the Tenderers premises and/or sites to verify certain stated information or assumptions) and in this instances the Tenderers will be obliged to provide WSU with all necessary access, assistance and/or information which WSU may reasonably request and respond within the given time frame set by WSU.
- 2.1.4 WSU may enforce whatever measures it considers necessary to ensure the confidentiality and integrity of the contents of the Tender.
- 2.1.5 WSU will evaluate the tenders with reference to WSU set and approved evaluation criteria as indicated in the tender document. WSU reserves the right to appoint a specialist/consultant to assist in performing evaluations.

2.2 MANDATORY REQUIREMENTS

- 2.2.1 WSU has defined minimum pre-qualification/mandatory criteria listed in the table below must be met by the Tenderer in order for WSU to accept a Tender for evaluation.
- 2.2.2 The pre-qualification evaluation will be carried out by University's appointed evaluation committee to determine which tender responses are compliant or non-compliant with the tender specifications issued by WSU as part of the tender process.
- 2.2.3 Where there is a failure to comply with the pre-qualification criteria of WSU for any reasons unable to verify whether the pre-qualification criteria are fully complied with, WSU will disqualify the tender.
- 2.2.4 No points will be allocated for mandatory requirements. Tenderers not meeting these mandatory requirements will be disqualified.

2.3 Pre-qualification / screening evaluation

The purpose of this pre-qualification evaluation is to determine which tender responses are compliant or non-compliant with the tender pre-qualification documentation as issued by WSU as part of the tender process. It will entail a compliance check and the screening of mandatory documents, ensuring compliance thereof in respect of the following:

2.4 Mandatory Requirements

I/We have attached to this document:	Tick if submitted		Office use
Proof of purchase of tender document: R 1150.00 (incl. VAT) – Include as Appendix A	Yes	No	
Valid (at the closing of the tender) SARS Tax Clearance Certificate and SARS Pin – Include under Appendix B	Yes	No	
Proof of my/our company/closed corporation registration and a copy of my/our CM/CK certificates – Include under Appendix C	Yes	No	
Signed Declaration of Interest – Appendix D	Yes	No	
Proof of office premises for lease within 10km radius from East London CBD – Appendix E	Yes	No	
Company Profile – Appendix F	Yes	No	
Tender Form – Appendix G	Yes	No	
Declaration of Tenderers Past Supply Chain Management Practices - Appendix H	Yes	No	
Certificate of Independent Tender Determination – Appendix I	Yes	No	
Pricing Schedule – Appendix J (Complete Price Schedule)	Yes	No	
Proof of ownership or copy of lease agreement showing permission / authority to sub-let offices - Appendix K	Yes	No	
Proof of at least 40 vehicle lockable parking space – Appendix L	Yes	No	
Set of (two years) recent Annual Financial Statements – Include under Appendix M	Yes	No	
Proof of Insurance - Appendix N			
Certified copy of ID of directors / shareholders – Appendix O	Yes	No	

2.4.1 Additional Requirements and/or Conditions of Contract

I/We have attached to this document:	Tick if		Office use
	submitted		
Proof of Bank Account, Submit letter from bank or cancelled cheque- Include under Appendix P	Yes	No	
Submit valid B-BBEE Verification Certificate by a SANAS accredited verification agency; - Include under Appendix Q	Yes	No	
VAT Registration Certificate - Include under Appendix R	Yes	No	
Signed Joint Venture Agreement (if tendering as joint venture) - Include under Appendix S (Mandatory for Joint Ventures)	Yes	No	

PLEASE NOTE:

Tenders that do not meet the Pre-Qualification requirements will not advance to the next stage of assessment. No points allocated to this stage.

The above mandatory documents must be inserted in a separate file or separate section of the tender document referred to as 'mandatory documents'.

Note: documents submitted in support of this tender must be documents of the tendering unit. It is not permitted that documents submitted pertain to different companies or units within a group. As an example, a Service Provider cannot submit its own BBEE certificate but the financial statements of its parent or another company in the same group. Similarly, a Service Provider cannot submit its own financial statement, but the BBEE certificate, SARS certificate, etc. of other companies in the group

2.5 EVALUATION CRITERIA

2.5.1 Stage 1 (Functionality)

This tender will be evaluated in two stages. On first stage, tenders will be evaluated on functionality in terms of technical compliance and on second stage in accordance with **80/20 preference points system** where **80** accounts for tender with value below 50 million rand.

2.5.2 Phase 1: Evaluation of Functionality

PURCO SA and the members of the Tender Evaluation Committee will evaluate the functionality stage of the tender. Functionality will be evaluated in terms of experience and skill level.

WSU evaluation criteria provide for the accumulation of points for a Tenderer's submission based on the extent to which functionality meets the University's minimum requirements of **70%** in order to qualify for evaluation on stage 2:

No	Functionality Criteria	Documents Required	Points
1	Proof of availability for tenant installation and final occupation by 1st July 2021-Mandatory	Lease agreement / Title Deed and letter from tenderer confirming availability of premises	25
2	Proof of ICT Infrastructure(Server room ducting, patch rooms) additional work required to meet standards	Letter from tenderer confirming ICT Infrastructure	10
3	Proof of sufficient space (min 1600 m ²)	Lease agreement / Title Deed and letter from tenderer confirming availability of sufficient space	15
4	Proof of premises within 1km from public transport route	Lease agreement / Title Deed and letter from tenderer confirming location of premises	10
5	Proof of general security of premises and surrounding areas	letter from tenderer and security service provider, confirming general security of premises and surrounding areas	10
6	Manage the impact of sharing building with other tenants by demarcating WSU allocated space separately	letter from tenderer	10
7	Access control to premises, access control to floors/office areas	letter from tenderer and security service provider, confirming access control to premises	10
8	Disability access (offices and parking for staff and visitors) - Mandatory	letter from tenderer and building plans confirming disability access to the building	10
	Total Points		100

Tenderers failing to provide the required information will score zero (0) points

2.5.3 FUNCTIONALITY CRITERIA COVER DOCUMENTS

Company References

Please complete page of this tender document for the allocation of reference. Please also provide references and include reference letters from three customers with similar requirements at WSU. Telephonic verification shall be done on references provided below.

Name of Company/ University	Contact Name	Contact Number	Email Address
1.			
2.			
3.			

ATTACH THREE (3) REFERENCE LETTERS

I/We have attached to this Appendix 1 the following documents:	Tick if submitted		Office use
References for similar arrangements should be provided to demonstrate your ability to fulfil WSU's requirements and demonstrate service provider's ability to maintain satisfied customers. Three (3) Reference Letters to be Attached to this Appendix 1 : <ul style="list-style-type: none">Official Letterhead from your Client with the following:<ul style="list-style-type: none">Name of your business mentioned on the letterheadPeriod of contractValue of ContractOfficially signed and dated with contact details (Name, telephone, email address)Recommendation	Yes	No	

COMPANY PROFILE

I/We have attached to this Appendix 2 the following documents:	Tick if submitt ed		Office use
Attach detail company profile to Attached to this Appendix 2– Indicating company's years of experience	Yes	N o	

2.5.4 Stage 2 (PRICE AND BBBEE)

Service provider who scored 70% and above on Stage 1 will be considered for Stage 2. Stage 2 will focus on Price and BBBEE

POINTS	CRITERIA	DOCUMENTS REQUIRED
80	Price Points for price will be allocated in accordance with the formula	Price schedule to be completed
20	BBBEE Points on BBBEE will be allocated in accordance with the Service Providers BBBEE status	Valid BBBEE Certificate from a SANAS accredited verification agency

2.5.5 B-BBEE SCORE CARD

B-BBEE Status level of Contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non – complaint contributor	0

2.5.6 PRICE POINTS CALCULATION FORMULA

Calculation for awarding points on pricing:

$$P_s = 80 \left\{ 1 - \frac{P_t - P_{min}}{P_{min}} \right\}$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer

2.5.7 OTHER INFORMATION AND SPECIAL CONDITIONS

- 2.5.7.1 Prospective Tenderers must tender for the entire scope of works. Information given during the site inspection is meant to assist Tenderers in order to submit a compliant proposal.
- 2.5.7.2 The successful Service Provider will be formally notified after the evaluation process has been completed, **Tenderers are requested not to contact the University in this regard.**
- 2.5.7.3 Detailed evaluation results and tenderer ratings will not be published.
- 2.5.7.4 The Tender awarded will be conditional and subject to successful negotiations and signing of a written contract, failing which University reserves the right to withdraw the awarded tender and to award the same to another Tenderer without the need to repeat the tender process.
- 2.5.7.5 The Service Provider should not qualify the proposal with his/her own conditions. Any qualification to the terms and conditions of this tender will result in disqualification.
- 2.5.7.6 Any shortcomings in this term of reference must be identified by the service provider prior to the awarding of contract. Any shortcoming identified by the service provider after the contract has been awarded and that would have an impact on the contract price will be for the account of the service provider.
- 2.5.7.7 Should the service provider not comply with any of the conditions contained in these terms of reference during the contract period the WSU may cancel the contract within one-month notice.
- 2.5.7.8 The Service Provider must demonstrate/ensure that all personnel working under this contract are adequately trained prior to the commencement of the contract.

2.5.8 The WSU shall:

- 2.5.8.1 Conduct business in a courteous and professional manner with the Service Provider.
- 2.5.8.2 Not accept responsibility/liability of accounts/ expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 2.5.8.3 Not accept responsibility/liability of any damages suffered by the Service Provider or the personnel for the duration of the project.
- 2.5.8.4 The WSU will enter into a Service Level Agreement upon appointment of the suitable Service Provider. This specification, Terms, and Conditions will also form part of the service level agreement.

3. SECTION 3 – TECHNICAL SPECIFICATION

3.1 Objectives of the Project

The purpose and objectives of this document is to request for tender for the lease of office space (minimum 1600 m²) within a 10km radius away from the East London CBD over a period of 5 years.

3.2 Scope of Work

3.2.1 Occupancy Date, 1st July 2021

3.2.2 Lease Period, 5 years

3.2.3 Location

- 3.2.3.1 East London
- 3.2.3.2 Close to public transport
- 3.2.3.3 Preferably close to a well- known land mark
- 3.2.3.4 In secure area

3.2.4 Site Accessibility

- 3.2.4.1 City Centre accessible by people with disabilities
- 3.2.4.2 Easy to find
- 3.2.4.3 Street level for front office
- 3.2.4.4 Easy access for clientele and/or suppliers
- 3.2.4.5 Adequate parking for both visitors and staff

3.2.5 Building Type

- 3.2.5.1 A grade building
- 3.2.5.2 “Green” potential
- 3.2.5.3 Shop front

3.2.6 Lease Option

The lease must be flexible in order to safeguard:

- 3.2.6.1 Expansion
- 3.2.6.2 Extension
- 3.2.6.3 Termination
- 3.2.6.4 First right of refusal

3.2.7 Security

- 3.2.7.1 The building must be secured
- 3.2.7.2 The neighbourhood must be safe

3.2.8 Amenities

- 3.2.8.1 The space must be able to have pause area(s)
- 3.2.8.2 There must be good conditioned rest rooms
- 3.2.8.3 Air conditioned offices
- 3.2.8.4 Air condition remains the responsibility of the landlord
- 3.2.8.5 Option to tie in with building maintenance services

3.2.9 Parking

3.2.9.1 There must be space available on site for parking

3.2.9.2 Cost for the parking must be reasonable

3.2.10 Identity

3.2.10.1 There must be potential to advertise (signage)

3.2.10.2 The office must be visible

3.2.11 Image

The site must take into consideration the WSU brand and therefore it will be important to look at:

3.2.11.1 Type of building

3.2.11.2 Location of building

3.2.11.3 Location of floor

3.2.11.4 Size and quality

3.2.11.5 Noise levels in the area should be low

3.2.12 Layout Type

The WSU intends to house the following:

3.2.12.1 A minimum of + 1600 m² for 50 people with garage parking for around 40 cars, visitors parking for another 10 (visitors) –

3.2.12.2 Accessible to staff who don't have their own transport (Close to taxi route)

3.2.12.3 Fibre connection

For all the above please refer to attached Excel spreadsheet

3.3 Technical Mandatory Requirements

3.3.1

	Comply	Not Comply
The service provider must have presence in the provinces that they are bidding for. Please furnish proof of presence by attaching statement of municipality rates & taxes for the bidder or the sub-contractor/joint venture which is not older than 3 months.		
Substantiate / Comments		

3.3.2

	Comply	Not Comply
The service provider must have a minimum of three (3) years relevant experience in the property Industry. Please furnish three contactable references . The details should include company name, contact person and the contact number.		
Substantiate / Comments		

3.3.3

	Comply	Not Comply
The service provider must be accredited with the relevant regulatory body in property management. Please attach valid accreditation.		
Substantiate / Comments		

3.3.4

	Comply	Not Comply
The service provider must provide proof of mandate if acting on behalf of the landlord.		
Substantiate / Comments		

3.3.5

	Comply	Not Comply
The service provider must provide a building with adequate secure parking on site or within the immediate vicinity, available for both visitors and staff. (as indicated in the Scope of this document Paragraph 5)		
Substantiate / Comments		

3.4 Technical non-mandatory requirements

3.4.1

	Comply	Not Comply
The service provider must provide a building that is accessible to clients, suppliers and people with disabilities. Or show that the building will become compliant.		
Substantiate / Comments		

3.4.2

	Comply	Not Comply
The service provider must provide a building that has access on the street level.		
Substantiate / Comments		

3.4.3

	Comply	Not Comply
The service provider must provide a building which is Grade A.		
Substantiate / Comments		

3.4.4

	Comply	Not Comply
The service provider must provide a building that has green potential.		
Substantiate / Comments		

3.4.5

	Comply	Not Comply
The service provider must provide a building that has adequate space in voids for reticulation.		
Substantiate / Comments		

3.4.6

	Comply	Not Comply
The service provider must provide a building with a lease which is flexible to accommodate period, expansion, extension, termination and first right of refusal.		
Substantiate / Comments		

3.4.7

	Comply	Not Comply
The service provider must provide a building with the following amenities or more:		
• pause area(s)		
• good conditioned rest rooms		
• Air conditioned offices		
• Air condition remains the responsibility of the landlord		
• Area for cleaners to store materials and change into uniform		
• Area for security at reception and to control access		
• Option to tie in with building maintenance services		
Substantiate / Comments		

3.4.8

	Comply	Not Comply
The service provider must provide a building that is secured or a neighbourhood that is safe.		
Substantiate / Comments		

3.4.9

	Comply	Not Comply
The service provider must provide proof of ownership or proof that he/she has an existing lease that allows sub-letting.		
Substantiate / Comments		

TENDER NO. PUR 5501/1

4. SECTION 4 – TENDERING DOCUMENTS AND RELATED DOCUMENTS (CERTIFICATES)

SECTION 4A: Company Ownership Details

Tax Clearance Certificate

Declaration of Interest

Declaration of Tenderers past SCM

Certificate of Independent Tender Determination

5. SECTION 4A: CPG

5.1 SHAREHOLDING AND OWNERSHIP OF TENDERER: List all Partners, Proprietors and Shareholders

For the purposes of Contract Participation Goal verification, the tenderer shall list all the Partners/Shareholders of his/her company or Sole Proprietor details. Please use separate cover sheet if required and attach to the tender submission.

No.	Full Names	ID Number	Nationality	Gender	Race	% Ownership
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

6. DECLARATION OF GOOD STANDING REGARDING TAX

IT IS A CONDITION OF TENDER THAT:

- 6.1 It is an absolute requirement that the taxes of the successful Tenderer/s shall be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them.
- 6.2 Application for Tax Clearance Certificate (in respect of Tenders), must be completed by the Tenderer in all respects and submitted to the Receiver of Revenue who will then furnish the Tenderer with a Tax Clearance Certificate that will be valid for 90 days from date of issue. This original Tax Clearance Certificate must be submitted with the tender on the closing time and date of tender. Failure to submit a valid Tax Clearance Certificate SHALL invalidate your tender.
- 6.3 Each party to a Consortium / Sub-contractors must complete Tax Clearance Certificate. Copies of the Application for Tax Clearance are available at the Receiver's Office.

PARTICULARS	
1. NAME OF TAX PAYER/TENDERER	
2. TRADE NAME	
3. IDENTIFICATION NO. (IF APPLICABLE)	
4. COMPANY /CLOSE CORPORATION REGISTRATION NO	
5. INCOME TAX REFERENCE NO	
6. VAT REGISTRATION	
7. PAYE EMPLOYER'S REGISTRATION NO. (IF APPLICABLE)	
NAME	
TELEPHONE NO	
ADDRESS	
DATE	

TENDERERS ARE TO ATTACH TO THIS PAGE A COPY OF THEIR VAT CERTIFICATE AND VALID TAX CLEARANCE CERTIFICATE.

SIGNATURE OF TENDERER

DATE

7. DECLARATION OF INTEREST

7.1 Any legal person, including persons employed by the university¹, or persons having a kinship with persons employed by the university, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the university, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

7.1.1 the tenderer is employed by the university; and/or

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

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

7.3 Full Name of tenderer or his or her representative:

.....

.....

7.4 Identity Number:

.....

7.5 Position occupied in the Company (director, trustee, shareholder²):

.....

.....

7.6 Company Registration Number:

.....

7.7 Tax Reference Number:

.....

7.8 VAT Registration Number:

.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personal numbers must be indicated.

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

7.9 Are you or any person connected with the tenderer presently employed by the university?

YES / NO

7.9.1 If so, furnish the following particulars:

7.9.2 Name of person/director/trustee/shareholder/member:

.....

.....

7.9.3 Position occupied at the university:

.....

7.9.4 Any other particulars:

.....

.....

.....

7.10 If you are presently employed by the university, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

7.11 If yes, did you attached proof of such authority to the tender document?

YES / NO

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

7.12 If no, furnish reasons for non-submission of such proof:

.....
.....
.....

7.13 Did you or your spouse, or any of the company's directors/trustees/shareholders/members or their spouses conduct business with the university in the previous twelve months?

YES / NO

7.14 If so, furnish particulars:

.....
.....
.....

7.15 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the university and who may be involved with the evaluation and or adjudication of this tender?

YES / NO

7.16 If so, furnish particulars:

.....
.....
.....

7.17 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between any other tenderer and any person employed by the university who may be involved with the evaluation and or adjudication of this tender?

YES / NO

7.18 If so, furnish particulars:

.....
.....
.....

7.19 Do you or any of the directors/trustees/shareholders/members of the company have any interest in any other related companies whether or not they are tendering for this contract?

YES / NO

7.20 If so, furnish particulars:

.....
.....
.....

7.21 Full details of directors/trustees/members/shareholders

Full Name	Identity Number	Personal Tax Reference Number	Staff Number/ Employee Number

7.22 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

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

SIGNATURE

DATE

POSITION

NAME OF TENDERER

8. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 8.1 This Standard Tendering Document must form part of all tenders invited.
- 8.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 8.3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors have-
- 8.3.1 abused the institution's supply chain management system;
 - 8.3.2 fraud or any other improper conduct in relation to such system; or
 - 8.3.3 Failed to perform on any previous contract.
- 8.4 In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.

Item	Question	Yes	No
10.4.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Service providers as companies or persons prohibited from doing business with the public sector?</p> <p>or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Service providers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
10.4.1.1	If so, furnish particulars:		
10.4.2	<p>Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
10.4.2.1	If so, furnish particulars:		
10.4.3	<p>Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes <input type="checkbox"/></p>	<p>No <input type="checkbox"/></p>
10.4.4	If so, furnish particulars:		

Item	Question	Yes	No
10.5	Was any contract between the tenderer and any university terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

SIGNATURE

DATE

POSITION

NAME OF TENDERDER

9. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

(Tender Number and
Description) in response to the invitation for the tender made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Tenderer)

- 9.1 I have read and I understand the contents of this Certificate;
- 9.2 I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
- 9.3 I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
- 9.4 Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign the tender, on behalf of the tenderer;
- 9.5 For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
- 9.5.1 has been requested to submit a tender in response to this tender invitation;
 - 9.5.2 could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - 9.5.3 provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
- 9.6 The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
- 9.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 9.7.1 Prices;
 - 9.7.2 geographical area where product or service will be rendered (market allocation);
 - 9.7.3 methods, factors or formulas used to calculate prices;
 - 9.7.4 the intention or decision to submit or not to submit, a tender;
 - 9.7.5 the submission of a tender which does not meet the specifications and conditions of the tender; or
 - 9.7.6 Tendering with the intention not to win the tender.
- 9.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
- 9.9 The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or of the awarding of the contract.

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

9.11 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

SIGNATURE

DATE

POSITION

NAME OF TENDERER

10. SCHEDULE A: TENDER FORM, IMPORTANT REQUIREMENTS

10.1 I/We hereby tender to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to WSU on the items and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated in, this tender) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

10.2 Having examined the contents of the Tender Document and having completed and signed all of the schedules in this document, I/We offer to plan, design, manufacture, test in works, supply, deliver and off-load on site, install, complete and commission the quantity of the items of equipment as priced in the pricing schedule, in compliance with the requirements of the Tender Document at the Contract sum of:

Please complete price table included with this tender document

10.3 I/We agree that:

10.3.1 the offer herein shall remain binding upon me/us and open for acceptance by WSU during the validity period indicated and calculated from the closing time of the tender;

10.3.2 this tender and its acceptance shall be subject to the terms and conditions contained in the tender document with which I am/ we are fully acquainted;

10.3.3 if I/we withdraw my/our tender within the period for which I/we have agreed that the tender should remain open for acceptance, or fail to fulfil the contract when called upon to do so, WSU may without prejudice to its other rights, agree to the withdrawal of my/or tender or cancel the contract that may have been entered in between me/us and WSU and I/We will then pay to WSU any additional expense incurred by WSU having either to accept any less favourable tender or fresh tenders have to be invited, the additional expenditure incurred by the WSU shall also have the right to recover such additional expenditure by set-off against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other tender or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss WSU may sustain by reason of my/our default; if my/our tender is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us;

10.3.4 the law of the Republic of South Africa shall govern the contract crated by the acceptance of my/our tender and that I/We choose domicilium citandi et executandi in the Republic (full address).

10.4 I/We furthermore confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

10.5 I/We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.

10.6 I/We agree that any action from this contract in all respects be instituted against me/us and I/We hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

10.7 I/We declare that I/we have participation/ no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or tender(s) involved:

10.8 Are you duly authorised to sign this Declaration?

YES/NO *

* Delete whichever is not applicable

**SIGNATURE(S) OF TENDERER OR
ASSIGNEE(S)**

DATE

Capacity and particulars of the authority under which this tender is signed:

Please complete the following in block letters:

Name of Service Provider: _____

Postal address: _____

Telephone number(s): _____

Facsimile number(s): _____

Email address(s): _____

Tender number: PUR 6500/7

Name of contact person: _____

IMPORTANT CONDITIONS	
1	Failure on the part of the Service Provider to sign this tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the tender.
2	Tenders should be submitted on the official forms and should not be qualified by the Service Provider's own conditions of tender. Failure to comply with these requirements or to renounce specifically the Service Provider's own conditions of tender, when called upon to do so may invalidate the tender.
3	If any of the conditions on this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions, stipulations or provisions shall apply.

11. SCHEDULE B: IMPORTANT CONDITIONS MISCELLANEOUS REQUIREMENTS

- 11.1** The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particular shall be furnished in the enclosed questionnaire or in a separate annexure;
- 11.2** The tender forms should not be retyped or redrafted. Additional information may be provided in the submission at the back of the tender document clearly marked additional information;
- 11.3** Should tender forms not be filled in by means of mechanical devices, for example typewriters, black ink must be used to fill in tenders;
- 11.4** Service Provider shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Each page must be initialled;
- 11.5** The forms attached, shall be completed and submitted with the tender;
- 11.6** Where items are specified in detail, the specifications form an integral part of the tender document and Service Providers shall indicate in the space provided whether the items offered are to specification or not;
- 11.7** In respect of the paragraph where the items offered are strictly to specification, Service Providers shall insert the words "as specified";
- 11.8** In cases where the items are not to specification, the deviations from the specifications shall be indicated;
- 11.9** The tender prices shall be given in units shown;
- 11.10** All prices shall be quoted in South African currency;
- 11.11** Unless specifically provided for in the tender document, no tenders transmitted by email, telegram, telex, facsimile or similar apparatus shall be considered;
- 11.12** These conditions form part of the tender and failure to comply therewith may invalidate a tender;
- 11.13** Service Providers are requested to promote local content optimally.

12. SCHEDULE C: PRICE ESCALATION MECHANISM

1. Escalation of Prices

1.1 Any escalation in prices will be considered only under exceptional circumstances and upon a detailed breakdown of the various cost components and the percentage each cost component contributes to the total selling price.

1.2 WSU reserves the right to accept price increases or to terminate the contract in part or in whole.

1.3 No price increase with retrospective effect shall be considered.

1.4 Any application for a price increase shall only become effective if approved by WSU provided that a minimum period of 30 (thirty) days from date of application is required before any price increase may become effective.

2. Price offer and adjustments: **Prices quoted must be valid up to the conclusion and final award of the tender and thereafter remain fixed for a period of six months from the effective date of the contract-**

2.1 Is the contract price firm for the duration of the contract period?

YES

NO

Please indicate the applicable block with ☐

2.2 If the reply to 2.1 is negative, on what grounds (with a breakdown of the various cost components and the percentage each cost component contributes to the total contract price) would price adjustments be requested?

Factors that contribute to any price escalation for locally manufactured goods

Cost Components	Weighting

2.3 Factors that contribute to any price escalation for imported goods

2.3.1 Please state the Rate of Exchange at which your contracted price was based:

Please note: Should there be a price variance of more than 5% due to Rate of Exchange, then only will a price adjustment be considered

2.3.2 Frequency _____ of _____ Escalation:

2.3.3 Any Statutory Related Price Adjustment: _____

2.3.4 Price

Formulas: _____

2.3.5 References

to

Indices: _____

2.3.6 WSU reserves the right to audit evidence forwarded as motivation for price adjustments by WSU's financial department or an independent auditor at the Service provider's premises.

13. SCHEDULE D: IMPORTANT CONDITIONS MISCELLANEOUS REQUIREMENTS

- 13.1** The tender forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particular shall be furnished in the enclosed questionnaire or in a separate annexure;
- 13.2** The tender forms should not be retyped or redrafted. Additional information may be provided in the submission at the back of the tender document clearly marked additional information;
- 13.3** Should tender forms not be filled in by means of mechanical devices, for example typewriters, black ink must be used to fill in tenders;
- 13.4** Service Provider shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Each page must be initialled;
- 13.5** The forms attached, shall be completed and submitted with the tender;
- 13.6** Where items are specified in detail, the specifications form an integral part of the tender document and Service Providers shall indicate in the space provided whether the items offered are to specification or not;
- 13.7** In respect of the paragraph where the items offered are strictly to specification, Service Providers shall insert the words "as specified";
- 13.8** In cases where the items are not to specification, the deviations from the specifications shall be indicated;
- 13.9** The tender prices shall be given in units shown;
- 13.10** All prices shall be quoted in South African currency;
- 13.11** Unless specifically provided for in the tender document, no tenders transmitted by email, telegram, telex, facsimile or similar apparatus shall be considered;
- 13.12** These conditions form part of the tender and failure to comply therewith may invalidate a tender;
- 13.13** Service Providers are requested to promote local content optimally.