



*DEVELOPMENT THROUGH PARTNERSHIP*

**RFB60078: REQUEST FOR PROPOSAL FOR THE LEASE OF  
SUITABLE OFFICE ACCOMMODATION FOR THE CIDB  
PROVINCIAL OFFICE IN THE EASTERN CAPE FOR A  
PERIOD OF 3 YEARS WITH AN OPTION TO RENEW**

**VOLUME 1 OF 4: INSTRUCTION TO BIDDERS**

For cidb

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**CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS**

**Please adhere to the following instructions**

- Tick in the relevant block below, the documents and schedules that form part of your response
- Use the prescribed sequence in attaching the annexes that complete the Bid Document

|             | <b>ITEM</b>   | <b>MANDATORY</b> | <b>CHECK BOX (✓)</b> |
|-------------|---|------------------|----------------------|
| Annexure A. | Proof of ownership of building  | ✓                |                      |
| Annexure B. | Building Details  | ✓                |                      |
| Annexure C. | Proof of building classification  |                  |                      |
| Annexure D. | Indicative Space planning layouts for Premises to be Leased   | ✓                |                      |
| Annexure E. | Up to date Municipal account not older than three (3) months and not over three (3) months in arrears for the Property<br><br>And /or<br>Up to date Levy Statement not older than three (3) months and not over three (3) months in arrears) (if property in an office block) | ✓                |                      |
| Annexure F. | Building Condition and maintenance Plan   |                  |                      |
| Annexure G. | ISP connectivity coverage map/ similar document   |                  |                      |
| Annexure H. | Marked up Lease Agreement   |                  |                      |
| Annexure I. | Safety and Security   |                  |                      |
| Annexure J. | Declaration of any other material information that cidb may need to know.   |                  |                      |
| Annexure K. | Accessibility   |                  |                      |
| Annexure L. | Company Profile   |                  |                      |
| Annexure M. | Company Reference Letters   |                  |                      |

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**INDEX**

| NO | CLAUSE HEADING  | PAGE      |
|----|---|-----------|
| 1  | <b>GLOSSARY OF TERMS.....</b>                         | <b>5</b>  |
| 2  | <b>IMPORTANT NOTICE .....</b>                         | <b>7</b>  |
| 3  | <b>RESPONDENTS' DUE DILIGENCE .....</b>               | <b>8</b>  |
| 4  | <b>COMPULSORY BRIEFING SESSION.....</b>               | <b>8</b>  |
| 5  | <b>BID DOCUMENTS.....</b>                             | <b>8</b>  |
| 6  | <b>SUBMISSION OF PROPOSALS .....</b>                  | <b>8</b>  |
| 7  | <b>RFP LIAISON STRUCTURE .....</b>                    | <b>10</b> |
| 8  | <b>GENERAL PROPOSAL REQUIREMENTS .....</b>            | <b>11</b> |
| 9  | <b>PROPOSAL VALIDITY.....</b>                         | <b>13</b> |
| 10 | <b>PROJECT BACKGROUND .....</b>                       | <b>13</b> |
| 11 | <b>LEASE PERIOD .....</b>                             | <b>17</b> |
| 12 | <b>OCCUPANCY DATE .....</b>                           | <b>17</b> |
| 13 | <b>LEGAL FRAMEWORK OF THE PROJECT .....</b>           | <b>17</b> |
| 14 | <b>PROJECT PROCUREMENT PROCESS AND PROGRAMME.....</b> | <b>19</b> |
| 15 | <b>MANDATORY RESPONSE REQUIREMENTS.....</b>           | <b>21</b> |
| 16 | <b>QUALIFICATION AND EVALUATION .....</b>             | <b>22</b> |
| 17 | <b>CONFIDENTIAL INFORMATION .....</b>                 | <b>28</b> |

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Witness

Bidder

Witness

18 INTELLECTUAL PROPERTY..... 29

19 INDEMNITY ..... 29

20 GOVERNING LAWS AND RULES ..... 29

21 INCORRECT OR MISLEADING INFORMATION ..... 33

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## 1 GLOSSARY OF TERMS

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

- 1.1 **“BBBEE”** has the meaning defined in the Broad Based Black Economic Empowerment Act, Number 53 of 2003;
- 1.2 **“Bid”** means a proposal submitted by a Respondent in response to this RFP;
- 1.3 **“Bidder”** means an owner/entity/ joint venture/ consortium who having received the RFP intends to respond thereto by submitting a proposal;
- 1.4 **“Black People”** has the meaning defined in the Broad Based Black Economic Empowerment Act 53 of 2003;
- 1.5 **“Commercial Close”** means the date of signature of the Lease Agreement for the Project, and if signed on different dates, the last of such dates;
- 1.6 **“Consortium”** means any group of persons wishing to be considered for the provision of the Services required under this RFP, irrespective of whether there is any formal agreement between them;
- 1.7 **“Constitution”** means the Constitution of the Republic of South Africa, Act 108 of 1996;
- 1.8 **“cidb”** means the Construction Industry Development Board;
- 1.9 **“Financial Institution”** means a bank as defined in section 1 of the Banks Act Number 94 of 1990, any pension fund or provident fund registered in terms of the Pension Funds Act, Number 24 of 1956, as amended from time to time, any unit trust scheme as defined in section 1 of the Unit Trusts Control Act, Number 54 of 1981, any long-term insurer as defined in section 1 of the Long Term Insurance Act, Number 52 of 1998, or any short-term insurer being a person registered, or deemed to be registered, as a short-term insurer in terms of the Short-Term Insurance Act, Number 53 of 1998;
- 1.10 **“Government”** means the Government of South Africa constituted in terms of the Constitution, any one or more of the three spheres of Government being national, provincial and municipal;



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- 1.11 **“Member”** means, with respect to a Respondent, which is a Consortium, each member thereof, including each Relevant Entity;
- 1.12 **“Major Routes”** means a class 2, 3 or 4 road classification as per TRH 26 of the South African Road Classification and Access Manual;
- 1.13 **“PFMA”** means the Public Finance Management Act, Number 1 of 1999;
- 1.14 **“Lease Agreement”** means the agreement to be entered into by the cidb with the successful bidder for the Lease of Suitable Office Accommodation for the Provincial Office as contemplated in Volume 2: Lease Agreement, of the RFP documentation;
- 1.15 **“Project”** means the Lease of the suitable Office Accommodation for the Provincial Office of cidb in the particular province under the proposed Lease Agreement;
- 1.16 **“Project Officer”** The Officials authorised by the cidb to interact with Respondents for this RFP as named in this document;
- 1.17 **“Respondent”** means owner/ entity/ joint venture/ consortium responding to the RFP;
- 1.18 **“RFP”** means the request for proposal issued by the cidb which is made up of the following:  
(i) Volume 1 of 4: Instructions to Bidders,  
(ii) Volume 2 of 4: Lease Agreement,  
(iii) Volume 3 of 4: Technical Output Specification; and  
(iv) Volume 4 of 4: SBD Forms.
- 1.19 **“Successful Bidder”** means the Respondent who following evaluation of its proposal in response to the RFP is selected by the cidb as the party with whom to conclude the Lease Agreement;
- 1.20 **“Transaction Advisor”** means the transaction advisors appointed by the cidb, to provide advisory services in relation to the Project;
- 1.21 **“ZAR” or “Rand(s)”** means the South African Rand, being the official currency of South Africa.

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## **2 IMPORTANT NOTICE**

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

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

- 2.11 If any Respondent or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the cidb, consultant or Transaction Advisors to the cidb on the Project either directly or through an intermediary then, such Bidder or Respondent will be disqualified forthwith from participating in the procurement of the Project or the Project.

### **3 RESPONDENTS' DUE DILIGENCE**

- 3.1 Respondents must perform an appropriate due diligence on all technical, legal, financial, environmental, town planning, heritage and other matters relevant to the Project to enable Respondents to submit proposals that are based on verified and accurate information.
- 3.2 Upon receipt of proposals from Respondents, the cidb will assume that the Respondent has sufficiently familiarized themselves with the content of the RFP, its volumes, schedules and related annexures.

### **4 COMPULSORY BRIEFING SESSION**

- 4.1 Bidders are required to attend a compulsory briefing session on:

Date: **3<sup>rd</sup> April 2020**

Venue: **Department of Public Works, Qhasana Building, Independence Avenue, Bisho, Eastern Cape**

Time: **11h00**

### **5 BID DOCUMENTS**

- 5.1 RFP documents, are obtainable from the cidb website: [www.cidb.org](http://www.cidb.org)

### **6 SUBMISSION OF PROPOSALS**

- 6.1 **Closing date**



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Respondents must submit their proposals on the **20<sup>th</sup> April 2020** not later than **11h00** at **Reception, cidb Head Office, SABS Campus, Block N & R, 2 Dr Lategan Road, Groenkloof, Pretoria** in the **Tender Box**.

Faxed and Emailed submissions will not be accepted.

**6.2 Postponement of closing date**

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

**6.3 Late submissions**

No late submissions will be accepted by the cidb.

**6.4 Incomplete submissions**

Incomplete submissions, namely submissions that do not contain a response as contemplated in this RFP will be marked as incomplete, and may, at the cidb's sole discretion, be rejected.

**6.5 Proposals to be considered**

Only proposals submitted by Bidders will be considered for evaluation.

**6.6 Correction of Errors**

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

**6.7 Amendments to Proposals**

The cidb reserves the right, subject to compliance with legal administrative requirements, to request and accept any amendment to or modification of any aspect of any proposal from any selected or Successful Bidder at any time.

**6.8 Cost of Submitting Proposals**

6.8.1 Each Respondent, its relevant entities or any other person shall bear all costs associated with the preparation and submission of its proposal(s), including all its own costs incurred on any of the stages in the procurement process.

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- 6.8.2 Should the process be terminated at any stage as a result of it being tainted by the corrupt activities of one or more of the Respondents and/or Member(s) whether in breach of the provisions of this RFP or other applicable legal requirements, then the cidb shall have the right to recover from the said Respondent and/or Member(s) whose conduct has tainted the process any other damages or costs to the cidb flowing from such termination.

## 7 RFP LIAISON STRUCTURE

- 7.1 The cidb has implemented a liaison structure whereby the Project has been allocated a Project Officer, Elenore Downing.

- 7.1.1 Respondents are advised to address all correspondence relating to this Project to the following people as indicated below:

**Technical Queries:** Elenore Downing

E-mail: [ElenoreVR@cidb.org.za](mailto:ElenoreVR@cidb.org.za)

**Bidding Process:** Sphiwe Mlangeni

Telephone: +27(12) 482 7328

E-mail: [SphiweM@cidb.org.za](mailto:SphiweM@cidb.org.za)

- 7.1.2 All correspondence from the Respondent should be addressed to the Project Officer and must be signed by an authorised person or persons, legally binding the Respondent. All such signatures must indicate the name(s) of the person(s) signing them, their position(s) and the name of their organisation.
- 7.1.3 Any additional information, responses to queries and/or changes to the RFP will be communicated to Respondents in the form of Briefing Notes. Respondents are advised to ensure that they have received all issued Briefing Notes.
- 7.1.4 Bidders may ask for clarification on this RFP invite up to 5 (five) business days before the closing date specified for this RFP.



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## **8 GENERAL PROPOSAL REQUIREMENTS**

### **8.1 Format of Proposals**

#### **8.1.1 Signing requirements of a single entity**

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

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

#### **8.1.2 Signing requirements of a consortium or joint venture**

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

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

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

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

8.1.2.5 The consortium/joint venture must submit a consortium/joint venture BBBEE certificate.

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

#### **8.1.3 Format of submissions**

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- 8.1.3.1 Respondents are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub-paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.
- 8.1.3.2 All proposals should be submitted in the format as prescribed (in PDF and MS Word or Microsoft compatible products) and according to the following instructions:
- 8.1.3.2.1 **1 (one) original** printed and in an arch lever file and **2 (two) hard copies** in arch lever or other suitable files thereof clearly marked as 'original', and each copy marked as 'copy 1', 'copy 2', etc); and full **1 (one) electronic copy** saved in a memory stick clearly marked.
- 8.1.3.2.2 Only proposals completed in English will be accepted.
- 8.1.3.2.3 The onus is on the Respondent to submit all relevant information.
- 8.1.3.2.4 Respondents must warrant that copy 1 and 2, and together with the electronic copy, are identical to the submitted original and accept that any inconsistency between the original submission and any copy/(ies) will be at their sole risk.
- 8.1.3.2.5 Respondents are nonetheless requested to avoid unnecessary duplication or repetition of information, and not to submit irrelevant information.
- 8.1.3.2.6 A cover letter with contact details for the authorised person representing the lead Member should be submitted.

#### 8.1.4 Identification of Proposal document

- 8.1.4.1 Bidders should prepare and submit proposals that are clearly and visibly identifiable as a **Proposal for Tender Number**



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**RFB60078** and include the following information on the outside of the Proposal:

- Name of the Bidder;
- Tender number;
- Bid description;
- “Original” or “Copy” clearly indicated;
- Date of submission; and
- Identification of each Proposal parcel.

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

- Name of Bidder;
- Tender number;
- Bid description;
- “Original” or “Copy” clearly indicated; and
- Parcel identification including volume description

## 8.2 Standard Proposals to be Submitted

Bidders should prepare and submit a standard Proposal that includes amongst other things the Essential Minimum Requirements described below.

## 9 PROPOSAL VALIDITY

### 9.1 Validity Period

Proposals shall remain valid and open for acceptance for a period of 120 (**one hundred and twenty**) days from the closing date, and any agreed extension of the validity period.

### 9.2 Extensions to the Validity Period

The cidb may, in exceptional circumstances, request the Respondent for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Respondent agreeing to the request will not be permitted to modify its Proposal.

## 10 PROJECT BACKGROUND

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- 10.1 The Construction Industry Development Board (cidb) is a Schedule 3A public entity that was established by Act of Parliament (Act 38 of 2000). The cidb Provincial Offices are located at:

**Gauteng**

Blocks N & R, SABS Complex, No:2 Dr Lategan Road, Groenkloof, Pretoria, 0181

**Limpopo**

Department of Public Works Tower Building, 1st Floor, 43 Church Street, Polokwane, 0700

**Eastern Cape**

Department of Public Works, Qhasana Building, Independence Avenue Bisho, 2485

**Free State**

Department of Public Works Medfontein Building, Ground Floor, St Andrews Street, Bloemfontein, 9300

**KwaZulu Natal**

Department of Public Works Building, 428 Blinkbonnie Road, Mayville, Durban 4000

**Mpumalanga**

Nelcity Building Office No G15, Corner Samora Machel & Paul Kruger, Nelspruit 1200

**North West**

Department of Public Works Old Parliament Building, Modiri Molema Road, Gate House Mmabatho

**Northern Cape**

Regional Department of Roads & Public Works, 45 Schmidtsdrift Road, Kimberly 8301

**Western Cape**

4 Dorp Street, Cape Town, 8000

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10.2 In order to deliver on the mandate of the cidb and to optimize services to stakeholders, it is critical that the cidb office infrastructure is adequate. To achieve this goal, office infrastructure plans have been developed. The cidb has prepared office space requirements (Schedule A) and accommodation norms for the provincial office.

**10.3 Rationale for the Project**

The purpose of this Project and the terms of reference is for the procurement of suitably qualified service providers to submit proposals for the provision of an office accommodation solution lease, that includes offices space, parking facilities, space planning and where necessary, refurbishments to meet the cidb's brief for the Provincial Offices.

**10.4 Project Objectives and Goals**

10.4.1 The primary objective of issuing this RFP is for the cidb to conclude a Lease Agreement with a suitably qualified Successful Bidder.

10.4.2 The Project is planned to actively promote a range of cidb objectives.

10.4.3 The cidb has identified Project goals which are imperative to the development of the Project.

10.4.4 The Project goals are as follows:

10.4.4.1 procurement of a cost effective, consolidated and compliant working environment within an optimal project structure.

10.4.4.2 successful achievement of the Technical Specifications developed for the Project.

**10.5 Understanding User Needs**

10.5.1 The building must comprise of 657 m<sup>2</sup> the Gross Leasable Area (GLA) depending on the configuration, measured according to the latest SAPOA Method for Measuring Floor Areas (MOMFA) for Offices. The square meters indicate the intended offices, workspace, support- and special areas provided in the new cidb Provincial Office Accommodation.

10.5.2 The parking for the building should conform to the minimum requirements of number of parking bays as per Schedule A.

10.5.3 The office accommodation should cater for a combination of general open space environment in line with sample office layout in Volume 3 page 5.

10.5.4 No warehouse or industrial type buildings will be accepted.

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- 10.5.5 Office accommodation sourced in a multi-tenanted building has to be a separate office area with own entrance / exit.
- 10.5.6 The Successful Bidder will carry out the full Tenant fit out and space planning and the premises/building.
- 10.5.7 The successful bidder will be responsible for the total cost of alterations and compliance certification necessary to adapt the offered accommodation to the specific needs of the cidb. The bidder should make adequate provision for tenant installation in the offer.
- 10.5.8 The new cidb Provincial Office Accommodation will furthermore incorporate design, construction and operational practices that will significantly reduce or eliminate the negative impact of the development on the environment and people. The building will be energy efficient, resource efficient and environmentally responsible.

**10.6 Building Type**

- 10.6.1 The requirement of the building must be Grade A, and must meet following minimum requirements:
  - 10.6.1.1 Generally not older than fifteen (15) years or buildings which have had major renovation;
  - 10.6.1.2 High quality modern finishes;
  - 10.6.1.3 Air conditioning;
  - 10.6.1.4 Adequate on-site or adjacent parking;
  - 10.6.1.5 Good quality lobby finish;
  - 10.6.1.6 Quality access to / from an attractive street environment;
  - 10.6.1.7 Good safety and security;
  - 10.6.1.8 Has generator.

**10.7 Site accessibility**

- 10.7.1 Either stand-alone offices or office building or separate floor in multi-tenanted building with own entrance / exit to the floor/offices;
- 10.7.2 Prominent and easy to find;
- 10.7.3 Preferably street level client area offices in a multi-tenanted building;

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10.7.4 Easily accessible to public and employees;

10.7.5 Adequate, safe parking for both visitors and employees.

**10.8 Location**

The location of the provincial offices is proposed as follows:

10.8.1 East London CBD and surrounding areas. To the extent possible, and subject to the suitability of such accommodation, cidb Provincial Offices will be located close to Provincial- and / or Regional Public Works Departments.

10.8.2 The Office accommodation should be in a safe, secure area and close to public transport.

**11 LEASE PERIOD**

The lease is for a period of three (3) years with an option to review for a maximum of twenty-four (24) months.

**12 OCCUPANCY DATE**

The successful bidder's premises/building must be available for occupation by the cidb, 3 (three) months after signature of the lease agreement.

**13 LEGAL FRAMEWORK OF THE PROJECT**

13.1 It is the intention of the cidb upon receipt of proposals to consider and evaluate the proposals from Respondents, having regard to the extent to which each proposal is likely to achieve the Project objectives and goals, applying the qualification and evaluation criteria set out below.

**13.2 Finalising the Lease Agreement**

13.2.1 Respondents may only make comments and mark-up the Lease Agreement (**Volume 2**) on commercial issues. In the event that Respondents have made any such comments or mark-ups their response should be attached as **Annexure H** (Comments and Mark-ups on Commercial Issues).

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

13.2.2.1 Documents should be marked up with track changes, documents that have not been marked-up with tracked changes will be not be considered.

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

13.2.2.3 word processor changes should be in the following format:

13.2.2.3.1 deletion - strike through and tracked.

13.2.2.3.2 insertions - underlined, in bold and tracked.

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

13.2.2.4 Bidders are not allowed to re-number any provisions of the Lease Agreement.

### 13.2.3 Additional requirements

Bidder must provide certification of compliance in relation to the following prior occupation:-

- Certificate of occupation
- Electrical installation certificate
- Certificate of compliance of the building
- Fire Fighting Equipment certificate
- Lifts compliance documents
- Most recent floor plans of the office and the parking approved by a registered professional architect
- Universal access, it must accommodate people with disability, internally and externally in compliance with relevant Acts
- Occupational Health & Safety certificate and any other documentation the cidb may require

All of the above will be required prior to occupation and signing of the Lease Agreement.

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## 14 PROJECT PROCUREMENT PROCESS AND PROGRAMME

### 14.1 Procurement Process

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

- 14.1.1.1 an accelerated procurement strategy being adopted.
- 14.1.1.2 extensive Respondent interaction at an early stage being introduced.
- 14.1.1.3 curtailed negotiation phase with prompt Financial Close being pursued by the cidb; and
- 14.1.1.4 Respondent commitment to the Financial Close programme.

14.1.2 The Project procurement process consists of the following phases:

- 14.1.2.1 issuance of the RFP.
- 14.1.2.2 submission of Respondents' proposals.
- 14.1.2.3 evaluation of proposals.
- 14.1.2.4 negotiations.
- 14.1.2.5 selection and announcement of Successful Bidder.

### 14.2 Meetings

14.2.1 Respondent meetings:

- 14.2.1.1 In order to ensure that the submission date deadline is met and to enable well thought through and thorough proposals, the procurement process envisages on-going interactions with Respondents that are structured in such a way so as to not prejudice the process or compromise the competitive position of any Respondent, but that will enable transparency and a competitive outcome that will benefit the cidb.
- 14.2.1.2 Prospective Respondents will be required to attend a compulsory briefing session on the Project.

14.2.2 Further meetings:



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The cidb reserves the right to arrange Respondent interviews to further clarify matters relating to submitted proposals.

**14.2.3 Briefing Notes**

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

**14.3 Project Procurement Programme**

14.3.1 The procurement of the Successful Bidder, will be undertaken in a single phase, being the RFP phase, which may be at the discretion of the cidb.

14.3.2 The dates and milestones below are a guideline of the Project procurement program and are subject to change at the discretion of the cidb.

|    | <b>Milestones</b>            | <b>Date</b>                 |
|----|------------------------------|-----------------------------|
| 1. | Issue of RFP documentation   | 20 <sup>th</sup> March 2020 |
| 2. | Compulsory briefing session  | 3 <sup>rd</sup> April 2020  |
| 3. | Final date to submit queries | 13 <sup>th</sup> March 2020 |
| 4. | Closing date of RFP          | 20 <sup>th</sup> April 2020 |

For cidb

Witness

Bidder

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**15 MANDATORY RESPONSE REQUIREMENTS**

15.1 The bidder’s proposals must include the requirements outlined herein, failure to do so will result in the disqualification of your bid.

| <b>MANDATORY REQUIREMENTS</b>   | Comply (Yes/No) |
|---|-----------------|
| <p><b>1. PROPERTY OWNERSHIP</b></p> <p>Bidder must be the owner of the property leased. If the owner provides the power of attorney to act on his/her behalf a copy of the power of attorney must be included in the submission of the bid.</p> <p>A signed deed of sale agreement will be considered for property that is sold by one entity to the other.</p> <p>Compliance requirement:</p> <ul style="list-style-type: none"> <li>i) Certified copy of the Title deed if owner is directly bidding</li> <li>ii) If acting on behalf of the owner attach both certified copy title deed and copy of power of attorney/ signed mandate letter.</li> </ul> |                 |
| <p><b>2. PROPERTY SIZE</b></p> <p>The building must comprise a minimum of 657 m<sup>2</sup> Gross Leasable area (GLA) depending on the configuration, measured according to the latest SAPOA Method for Measuring Floor Areas (MOMFA) for Offices.</p>  |                 |
| <p><b>3. LOCATION OF PREMISES</b></p> <p>The building must be within the East London CBD and surrounding areas</p> <p>Compliance Requirements:</p> <ul style="list-style-type: none"> <li>• Street address</li> <li>• GPS coordinates</li> <li>• Google Maps satellite print out; and</li> <li>• Stand/ERF number</li> </ul>  |                 |
| <p><b>4. SPACE PLANNING</b></p> <p>The Bidder must provide space planning layouts.</p>  |                 |

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| MANDATORY REQUIREMENTS  | Comply (Yes/No) |
|---|-----------------|
| <p><b>5. BUILDING SUPPORT SERVICES</b></p> <p>The following services must be available on occupation</p> <ul style="list-style-type: none"> <li>i) Water</li> <li>ii) Electricity</li> <li>iii) Sanitation</li> <li>iv) Refuse removal services</li> </ul> <p>Electricity and Water should have back up facilities for business continuity.</p> <p>Compliance requirement:</p> <ul style="list-style-type: none"> <li>i) Up to date Municipal Account not older than three (3) months and not over three (3) months in arrears;<br/>AND/OR</li> <li>ii) Up to date Levy Statement not older than three (3) months and not over three (3) months in arrears) (if property in an office block)</li> <li>iii) Utility Statement submitted older than 60 days in arrears accompanied with proof of payment that it has been settled.</li> </ul> |                 |

**16 QUALIFICATION AND EVALUATION**

**16.1 Evaluation Structure**

16.1.1 The cidb has formed a series of bodies to undertake the evaluation process against the stated evaluation criteria. There will be a 3 (three) tier approach, being:

16.1.1.1 the Bid Evaluation Committee, comprised of officials from the cidb and any other government official(s) or external expert(s), who may be appointed by the accounting officer in writing, to provide professional advice and input regarding the, technical, financial, and BBBEE aspects of the proposals, reporting to the Bid Adjudication Committee. The Bid Evaluation Committee, assisted by its sub-committees on technical, financial, and BBBEE aspects, shall evaluate the proposals received from the Respondents, considering the inputs, reports and advice, if any, from the Transaction Advisors of the cidb.

16.1.1.2 the Bid Adjudication Committee comprised of the cidb’s officials and any other government official(s) or external specialist(s) or expert(s) will consider the recommendations from the Bid Evaluation Committee on the Successful Bidder. The Bid Adjudication Committee will, on the basis of the recommendations received from the Bid Evaluation Committee,

For cidb

Witness

Bidder

Witness

further recommend to the Accounting Officer the outcome of the Bid Evaluation Committee’s report.

16.1.1.3 The Accounting Officer shall, after taking into consideration inputs and conclusion(s) of the Bid Evaluation Committee, recommendation of the Bid Adjudication Committee and input professional advice, make a determination which Respondent, if any, is to be awarded Successful Bidder status.

16.1.2 The Accounting Officer reserves the right to modify and amend the above procedures, subject to applicable law at its discretion in appropriate circumstances. Bidders will be notified of any material changes.

**16.2 Evaluation Approach**

16.2.1 The cidb has adopted a 3 (three) stage approach in assessing, analysing and evaluating Proposals, being:

16.2.1.1 **First stage:** Administrative / Mandatory Requirements

16.2.1.2 **Second stage:** Functionality and site visit

16.2.1.3 **Third stage:** Price and B-BBEE

**16.3 First stage: Administrative/Mandatory Requirements**

The Bidders must fully comply with the Mandatory requirements and those bidders who fail to comply will be disqualified from the process.

**16.4 Second stage: Functionality and Site Visit**

16.4.1 The purpose of application of qualification criteria is to determine the functionality of each proposal by assessing the quality and the robustness thereof.

16.4.2 Below is a detailed breakdown of the scoring criteria for each individual proposal:

| TECHNICAL CRITERIA  | SCORE            |
|---|------------------|
| <p><b>SPACE REQUIREMENTS</b></p> <p>(i) Layouts assessment: Bidder to provide indicative space planning layout for the building proposed as per Schedule A focusing on work, support, public and shared space [15]:</p> | <p><b>15</b></p> |

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Witness

| <b>TECHNICAL CRITERIA</b>                 |  |              | <b>SCORE</b> |
|---|--|--------------|--------------|
|   | <b>Sub-criteria</b>  | <b>Score</b> |              |
|   | More than 8 omissions from cidb schedule of accommodation                              | <b>0</b>     |              |
|   | 8 omissions from cidb schedule of accommodation  | <b>3</b>     |              |
|   | 6 omissions from cidb schedule of accommodation  | <b>6</b>     |              |
|   | 4 omissions from cidb schedule of accommodation  | <b>9</b>     |              |
|   | 2 omissions from cidb schedule of accommodation  | <b>12</b>    |              |
|   | All items as per cidb schedule of accommodation are included in space plans            | <b>15</b>    |              |
| <b>PARKING REQUIREMENTS</b>               |  |              | <b>10</b>    |
| Parking Bays which are easily accessible. |  |              |              |
|   | <b>Sub-criteria</b>  | <b>Score</b> |              |
|   | <2 parking bays per 100 m <sup>2</sup> GLA   | <b>0</b>     |              |
|   | < 3 parking bays per 100 m <sup>2</sup> GLA provided on site and in adjacent buildings | <b>5</b>     |              |
|   | 3 parking bays per 100 m <sup>2</sup> GLA in adjacent buildings, and /or on site       | <b>7</b>     |              |
|   | 4 parking bays per 100 m <sup>2</sup> GLA provided on site                             | <b>10</b>    |              |
| <b>SAFETY &amp; SECURITY</b>              |  |              | <b>14</b>    |
|   | <b>Sub-criteria</b>  | <b>Score</b> |              |
|   | External alarm monitoring  | <b>2</b>     |              |
|   | CCTV   | <b>2</b>     |              |
|   | Smoke detection  | <b>2</b>     |              |
|   | Evacuation   | <b>2</b>     |              |
|   | Pedestrian barriers;   | <b>2</b>     |              |

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| <b>TECHNICAL CRITERIA</b>  |              | <b>SCORE</b>        |              |   |   |   |   |   |    |  |
|--|--------------|---------------------|--------------|---|---|---|---|---|----|--|
| Perimeter protection   | <b>2</b>     |                     |              |   |   |   |   |   |    |  |
| Lightning and surge protection   | <b>2</b>     |                     |              |   |   |   |   |   |    |  |
| <b>BUILDING CONDITION</b>  |              | <b>16</b>           |              |   |   |   |   |   |    |  |
| (i) Generator and UPS provided and maintenance records as per Volume 3 section 1.8.4 [8]<br>(ii) Water tank/s integrated into the building water supply system,[4]<br>(iii) LED lighting and energy efficiency, and [4]  |              |                     |              |   |   |   |   |   |    |  |
| <b>MAINTENANCE PLAN</b>  |              | <b>10</b>           |              |   |   |   |   |   |    |  |
| (i) Provide the maintenance plan for the building for the preceding 3 years, clearly demonstrating the execution of planned maintenance as well as the % of maintenance that was deferred- and unplanned. If this is a new building, provide a maintenance plan for a similar building. [7] <ul style="list-style-type: none"> <li>• Maintenance plan executed, 5% unplanned/ deferred items = 7</li> <li>• Maintenance plan executed, 10% unplanned/ deferred items = 5</li> <li>• Maintenance plan executed, 10%+ unplanned/ deferred items = 3</li> </ul> (ii) Provide a copy of the maintenance plan for the period of lease. The plan has to provide details of maintenance categories, dates of planned maintenance, etc. [3] <ul style="list-style-type: none"> <li>• Details of maintenance categories, dates of planned maintenance, etc provided = 3</li> <li>• No details of maintenance categories, dates of planned maintenance, etc = 0</li> </ul> |              |                     |              |   |   |   |   |   |    |  |
| <b>FIBRE CONNECTIVITY</b>  |              | <b>10</b>           |              |   |   |   |   |   |    |  |
| <table border="1"> <thead> <tr> <th><b>Sub-criteria</b></th> <th><b>Score</b></th> </tr> </thead> <tbody> <tr> <td>Not in a fibre enabled area and/or building not connected</td> <td>0</td> </tr> <tr> <td>Fibre enabled area but building not connected</td> <td>6</td> </tr> <tr> <td>Fibre enabled area and building connected</td> <td>10</td> </tr> </tbody> </table>  |              | <b>Sub-criteria</b> | <b>Score</b> | Not in a fibre enabled area and/or building not connected | 0 | Fibre enabled area but building not connected | 6 | Fibre enabled area and building connected | 10 |  |
| <b>Sub-criteria</b>  | <b>Score</b> |                     |              |   |   |   |   |   |    |  |
| Not in a fibre enabled area and/or building not connected  | 0            |                     |              |   |   |   |   |   |    |  |
| Fibre enabled area but building not connected  | 6            |                     |              |   |   |   |   |   |    |  |
| Fibre enabled area and building connected  | 10           |                     |              |   |   |   |   |   |    |  |

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Witness

Bidder

Witness

| TECHNICAL CRITERIA  | SCORE  |          |  |          |                  |
|---|--|----------|--|----------|------------------|
| <p><b>ACCESSIBILITY</b></p> <p>1. Property to be close to major routes and amenities [5]<br/>2. Property to meet requirements for people with disability [5]</p>  | <p><b>10</b></p>   |          |  |          |                  |
| <p><b>RELEVANT SKILLS, EXPERIENCE AND OFFICE ACCOMMODATION LEASING INDUSTRY EXPOSURE:</b></p> <p>Provide a company profile, clearly demonstrating relevant experience in providing leased office accommodation services</p> <table border="1" data-bbox="186 875 1238 1413"> <tr> <td data-bbox="186 875 1106 1211"> <p>The number of years providing leased office accommodation and the management thereof. Points will be allocated as follows:</p> <p>5 and more years = 9</p> <p>3 to 4 years = 6</p> <p>3 years or less = 3</p> </td> <td data-bbox="1106 875 1238 1211"> <p>9</p> </td> </tr> <tr> <td data-bbox="186 1211 1106 1413"> <p>Provide at least three (3) contactable references where similar solutions as per terms of reference is being provided. Two points (2) per contactable reference will be awarded to a maximum of six (6) points.</p> </td> <td data-bbox="1106 1211 1238 1413"> <p>6</p> </td> </tr> </table> | <p>The number of years providing leased office accommodation and the management thereof. Points will be allocated as follows:</p> <p>5 and more years = 9</p> <p>3 to 4 years = 6</p> <p>3 years or less = 3</p> | <p>9</p> | <p>Provide at least three (3) contactable references where similar solutions as per terms of reference is being provided. Two points (2) per contactable reference will be awarded to a maximum of six (6) points.</p> | <p>6</p> | <p><b>15</b></p> |
| <p>The number of years providing leased office accommodation and the management thereof. Points will be allocated as follows:</p> <p>5 and more years = 9</p> <p>3 to 4 years = 6</p> <p>3 years or less = 3</p>  | <p>9</p>   |          |  |          |                  |
| <p>Provide at least three (3) contactable references where similar solutions as per terms of reference is being provided. Two points (2) per contactable reference will be awarded to a maximum of six (6) points.</p>  | <p>6</p>   |          |  |          |                  |
| <p><b>SUB-TOTAL</b></p>   | <p><b>100</b></p>  |          |  |          |                  |

Bidders from the second stage who will have scored 70 points, or more will qualify for a site visit to verify the information submitted before they move on to the third stage of evaluation.

**16.5 Third Stage: Price and BBEE**

16.5.1 Subsequent to the evaluation of essential minimum Criteria and functional criteria, the third stage of evaluation of the Bids will be in respect of price and preferential procurement only.

16.5.2 Price proposals should be submitted in South African Rand including Value Added Tax (VAT).

For cidb

Witness

Bidder

Witness

16.5.3 Useable space in excess of the requirement will not be paid by the cidb.

16.5.4 The bidder shall provide the price proposal as detailed in Volume 4 of 4.

16.5.5 **PLEASE NOTE: BIDDERS THAT OMIT AN ITEM FROM THE PRICING SCHEDULE CANNOT ADD THE ITEM ONCE THE TENDER HAS BEEN AWARDED.**

|  | <b>Offices<br/>(Usable<br/>area) m<sup>2</sup><br/>(A)</b> | <b>Stores m<sup>2</sup><br/>(B)</b> | <b>Common<br/>Areas<br/>(C)</b> | <b>Total Gross<br/>Lettable<br/>area<br/>(A+B+C)</b> | <b>Parking Bays</b> |
|--|--|-------------------------------------|---------------------------------|--|---------------------|
| <b>Total Lettable area</b>   |  |                                     |                                 |  |                     |
| <b>Minimum Parking bays</b>  |  |                                     |                                 |  | 27                  |
| <b>Rental per month</b>  | R  | R                                   | R                               | R  | R                   |
| <b>VAT per month</b>   | R  | R                                   | R                               | R  | R                   |
| <b>Total per month</b>   | R  | R                                   | R                               | R  | R                   |
| <b>Tariffs</b>   | R /m <sup>2</sup>  | R /m <sup>2</sup>                   | R /m <sup>2</sup>               | R /m <sup>2</sup>                                    | R / bay             |
| <b>VAT</b>   | R /m <sup>2</sup>  | R /m <sup>2</sup>                   | R /m <sup>2</sup>               | R /m <sup>2</sup>                                    | R / bay             |
| <b>Total (1)</b>   | R /m <sup>2</sup>  | R /m <sup>2</sup>                   | R /m <sup>2</sup>               | R /m <sup>2</sup>                                    | R / bay             |
| <b>Annual Escalation rate</b>  | %  | %                                   | %                               | %  | %                   |
| <b>Operating Costs (Provide<br/>details on what costs<br/>entails)</b> | R  | R                                   | R                               | R  |                     |
| <b>VAT</b>   | R  | R                                   | R                               | R  | R                   |
| <b>Total (2)</b>   | R  |                                     |                                 |  |                     |
| <b>Annual Escalation rate</b>  | %  | %                                   | %                               | %  |                     |
| <b>Total (1+2)</b>   | R  |                                     |                                 |  | R / bays            |

16.5.6 Bidder's price for parking should be based on the minimum parking bays number reflected in the table above.

| <b>LEASE SUBTOTAL FOR ALL ABOVE GRAND TOTALS WITH ESCALATIONS</b> |  | <b>VAT 15%</b> | <b>TOTAL VAT INCLUSIVE</b> |
|---|--|----------------|----------------------------|
| Year 1  | <b>Total Rentals and parking bays</b>                      | R              | R                          |
| Year 2  | <b>Total Rentals and parking bays including escalation</b> | R              | R                          |
| Year 3  | <b>Total Rentals and parking bays</b>                      | R              | R                          |
| <b>TOTAL BID PRICE VAT INCL.</b>                                  |  | R              | R                          |

16.5.7 The tenders will be evaluated on the basis of the point system as stipulated in the PPPFA. The bidder who achieves the highest total points out of 100 (hundred) will be recommended by the Bid Evaluation Committee (BEC) as the preferred tenderer. In compliance with the

For cidb

Witness

Bidder

Witness

Preferential Procurement Regulations 2017, the 80/20 principle will apply for tender prices between the threshold of R30 000 (thirty thousand) to R50 000 000 (fifty million). The 90/10 principle will apply for tender prices with a Rand value above R 50 000 000 (fifty million).

16.5.8 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

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

#### 16.6 **Determination and announcing of Successful Bidder**

The cidb, through the accounting officer shall determine and select a Successful Bidder, after having considered the recommendations prepared by the Bid Evaluation Committee and the report(s) of the Bid Adjudication Committee based on the Bid Evaluation Committee's recommendations.

The cidb reserves the right to further negotiate the proposed rate and/or escalation rate for the subject property according to market related rates. In the event of negotiations, this process must be concluded within 5 (five) business days from the date of receipt of the appointment letter by the preferred bidder. The Lease Agreement shall be executed by the Successful bidder and the cidb upon conclusion of the negotiations.

### 17 **CONFIDENTIAL INFORMATION**

17.1 Respondents agree to keep information provided pursuant to this RFP confidential ("**Confidential Information**").

17.2 All Confidential Information provided (including all copies thereof) remains the property of the cidb and must be delivered to the cidb on demand.

17.3 By receiving this RFP each Respondent and each of its Members agree to maintain its submission in response to this RFP confidential from third parties other than the cidb and its officials, officers and advisors who are required to review the same for the purpose of the procurement of the Project.

17.4 The Confidential Information provided by the cidb may be made available to a Respondent's Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).

For cidb

Witness

Bidder

Witness

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

**18 INTELLECTUAL PROPERTY**

All materials and data which are submitted by Respondents shall become the sole property of the cidb, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Respondents.

**19 INDEMNITY**

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

**20 GOVERNING LAWS AND RULES**

- 20.1 The primary enabling legislation for the Project is the PFMA together with the cidb Act, which regulate and create the competency of the cidb to procure and implement the Project.
- 20.2 This RFP is issued by the cidb in terms of the cidb Act and SCM read with the PFMA, as the formal step of the procurement process.

For cidb

Witness

Bidder

Witness

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

**20.4 Respondent's Responsibilities**

20.4.1 If a Respondent identifies any ambiguities, errors or inconsistency between the various documents that form part of this RFP, the Respondents should notify the cidb and the cidb will provide clarification as to the intended position.

20.4.2 To the extent that any inconsistency exists between the terms of the Lease and any other provision in the RFP, but such inconsistency is not identified by any Respondent and/or clarified by the cidb prior to submission of the Respondent's Proposal, the terms of the Lease shall prevail.

**20.5 Contact Policy**

20.5.1 Respondents and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of the cidb or any other cidb's official(s) who may be associated with this solicitation (other than the Project Officer), without the prior written approval of the Project Officer save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.

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

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

**20.6 Corruption**

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

20.6.2 If any Respondent, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or

For cidb

Witness

Bidder

Witness

other gratuity to any public official or employee of the cidb, relevant authority, or consultant to the cidb on the Project either directly or through an intermediary, the cidb reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Respondent or responsible party or entity.

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

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

**20.7 No partnership, No offer**

20.7.1 This RFP initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with the cidb shall enter into a contractual relationship on the basis of the Lease.

**20.8 Independent Submission**

20.8.1 By responding to this RFP each Respondent and its constituent Members certifies that:

20.8.1.1 its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Respondent or to any other competitor or potential competitor.

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

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

For cidb

Witness

Bidder

Witness

20.8.2 The attention of each Respondent and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

20.8.3 Any material failure on the part of a Bidder to comply with the Mandatory Response Requirements and Essential Minimum Requirements in this RFP, to the extent that same are not waived by the cidb, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

**20.9 Grounds for Disqualification**

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

20.9.1.1 an infringement of the confidentiality undertaking by any Respondent, Member or any director, officer, agent, trustee or advisor of the Respondent and/or Member.

20.9.1.2 past, present, or future participation by any Respondent, Member or any director, officer, agent, trustee or advisor of the Respondent and/or Member in any activity which may constitute corruption, bribery or impropriety, during the Project procurement process, or any other government procurement process.

20.9.1.3 an infringement by any Respondent, Member or any director, officer, agent, trustee or advisor of the Respondent and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).

20.9.1.4 Any Respondent and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Project on any matter concerning the Project at any time during the Project procurement process, without due authority of the Project Officer, shall be disqualified from further participation in the procurement process.

20.9.1.5 Respondents are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.

For cidb

Witness

Bidder

Witness



20.9.1.6 Any change in composition, control or structure of a Respondent or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for the cidb constitutes a ground for disqualification.

## **20.10 Undertaking by Respondents**

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

20.10.1.1 not passed a resolution nor is the subject of an order by the court for the company's winding-up.

20.10.1.2 not been convicted of a criminal offence relating to the conduct of its business or profession.

20.10.1.3 not committed an act of grave misconduct in the course of its business or profession.

20.10.1.4 fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.

20.10.1.5 not made any misrepresentation in providing any of the information required in relation to the above; and

20.10.1.6 not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

## **21 INCORRECT OR MISLEADING INFORMATION**

The cidb may disqualify any Respondent and/or revoke any decision in respect of the selection of a Successful Bidder or the announcement of the successful conclusion of negotiations with the Successful Bidder if such decision was based on incorrect information which the Respondent or its constituent members, advisors and/or agents provided in response to this RFP.

For cidb

Witness

Bidder

Witness

**Schedule A**

**Provincial Office: Eastern Cape**

| SERIAL NO                      | DESCRIPTION OF ROOM  | LEVEL | Number                                | GG norm                      | Space      |
|--------------------------------|--|-------|---------------------------------------|------------------------------|------------|
| <b>WORKSPACE SPACE (STAFF)</b> |  |       |                                       |                              |            |
| 1                              | Provincial Manager (enclosed)  | 14    | 1                                     | 25                           | 25         |
| 2                              | Admin Support  | 10    | 22                                    | 8                            | 176        |
| 3                              | Receiving  | 10    | 2                                     | 8                            | 16         |
| 4                              | Assistant  | 2     | 1                                     | 16                           | 16         |
|                                |  |       | <b>26</b>                             |                              | <b>233</b> |
| <b>SUPPORT SPACE</b>           |  |       |                                       |                              |            |
| 5                              | Hot desking, e.g. auditors etc (8m <sup>2</sup> x 3)                 | na    |                                       |                              | 24         |
| 6                              | Bathrooms / Ablution Facilities                                      | na    | To be included as per NBR in building |                              | 16         |
| 7                              | Outsourced support staff lockers, showers, etc (6m <sup>2</sup> x 2) | na    |                                       |                              | 12         |
| 8                              | Staff meeting rooms (informal, 5m <sup>2</sup> x 1 4-seater)         | na    |                                       |                              | 5          |
| 9                              | Privacy booths   | na    | 2 booths                              | Using same space as hotdesks |            |
| 10                             | Training room 30 seater  | na    |                                       |                              | 70         |
| 11                             | Central canteen/ kitchen / chill area                                | na    |                                       |                              | 12         |
| 12                             | Archiving facility (central)   | na    |                                       |                              | 25         |
| 13                             | Store rooms  | na    |                                       |                              | 20         |
| 14                             | Server room  | na    |                                       |                              | 9          |
| 15                             | Security control room  | na    |                                       |                              | 6          |
| 16                             | Sick bay (enclosed)  | na    |                                       |                              | 5          |
| 17                             | Workshop   | na    |                                       |                              | 10         |
| 18                             | Passenger lift   | na    | If reqd as per building layout        |                              | 6          |
| <b>PUBLIC SPACE</b>            |  |       |                                       |                              |            |
| 19                             | Reception  | na    |                                       |                              | 16         |
| 20                             | Client waiting area  | na    |                                       |                              | 42         |
| 21                             | Consulting/ advisory rooms, 3 (7m <sup>2</sup> x 3)                  | na    |                                       |                              | 21         |
| 22                             | Helpdesk area, 3 (4.7m <sup>2</sup> x 3)                             | na    |                                       |                              | 14         |
| 23                             | Tender box   | na    | Incl in space in reception area       |                              |            |
| 24                             | Internet kiosk area  | na    |                                       |                              | 15         |
| 25                             | Public Ablutions   | na    |                                       |                              |            |
| <b>SHARED SPACE</b>            |  |       |                                       |                              |            |
| 26                             | Waste management area  | na    |                                       |                              | 10         |
| 27                             | Service/ goods lift  | na    | If reqd as per building layout        |                              |            |
| 28                             | Back-up generators/ UPS  | na    |                                       |                              | 12         |
| 29                             | Guard house  | na    |                                       |                              | 8          |
| 30                             | Breast feeding room  | na    |                                       |                              | 6          |
|                                |  |       |                                       |                              | <b>364</b> |
| <b>SUB TOTAL</b>               |  |       |                                       |                              | <b>597</b> |
|                                | Structural Space   | 10.00 | %                                     |                              | 59.70      |
| <b>TOTAL</b>                   |  |       |                                       |                              | <b>657</b> |
| <b>PARKING</b>                 |  |       |                                       |                              |            |
| 31                             | Staff parking  | na    |                                       |                              | 9          |
| 32                             | Guest parking  | na    |                                       |                              | 35         |
| 33                             | Disabled parking   | na    |                                       |                              | 2          |
| 34                             | Motorcycle parking   | na    |                                       |                              | 2          |
| 35                             | Bicycle parking  | na    |                                       |                              | 0          |
| 36                             | Pool car parking   | na    |                                       |                              | 0          |
| 37                             | Garden with walkways, pause areas, etc.                              | na    |                                       |                              | 0          |
|                                |  |       |                                       |                              | <b>48</b>  |
| Minimum                        |  |       |                                       |                              | 27         |

For cidb

Witness

Bidder

Witness

**Annexure A. Proof of ownership**

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

For cidb

Witness

Bidder

Witness

**Annexure B. Building Details**

**1. Size of Offered Space (GLA m<sup>2</sup>) Building Name and Floor Number**

Size: \_\_\_\_\_  
 Building Name: \_\_\_\_\_  
 Floor Number: \_\_\_\_\_

**2. Location of Building**

|   | Description of particulars required                              |                                |
|---|--|--------------------------------|
| 1 | Street address   |                                |
| 2 | GPS co-ordinates   |                                |
| 3 | Google Maps satellite print out clearly identifying the building | <b>Attach to this Annexure</b> |
| 4 | Stand/ERF number   |                                |

**3. Number of Parking bays in the different categories**

|   | Description   | Number |
|---|---|--------|
| 1 | Covered Parking Bays  |        |
| 2 | Open / Uncovered Parking Bays   |        |
| 3 | Covered parking bays for persons with disabilities, close to office entrance / complex entrance |        |
| 4 | Covered bays for motorcycles  |        |
|   |   |        |

For cidb

Witness

Bidder

Witness

**Annexure C. Proof of building classification**

*(Attach documentary proof)*



For cidb



Witness



Bidder



Witness

**Annexure D. Space Planning Layouts**



For cidb



Witness



Bidder



Witness

**Annexure E. Up to date Municipal account not older than three (3) months and not over three (3) months in arrears for the Property**

**AND /OR**

**Up to date Levy Statement not older than three (3) months and not over three (3) months in arrears for the Property**

**Utility Statement submitted older than 60 days in arrears accompanied with proof of payment that it has been settled.**

For cidb

Witness

Bidder

Witness

**Annexure F. Building Condition and Maintenance Plan**

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

For cidb

Witness

Bidder

Witness



**Annexure G. Fibre Enabled Area**

Please provide proof (in a form of an Internet Service Provider connectivity coverage map or similar document) that the area where the building is situated is a fibre enabled area and that the building connected to fibre

For cidb

Witness

Bidder

Witness

**Annexure H. Marked up Lease Agreement**

A summary of the mark-ups and comments should be inserted in the table below and a copy of the marked-up Lease to be submitted in hard copy and electronic format.

|   | <b>Clause Number</b> | <b>Proposed amendment</b> | <b>Rationale for proposed amendment</b> |
|---|----------------------|---------------------------|---|
| 1 |                      |                           |   |
| 2 |                      |                           |   |
| 3 |                      |                           |   |
| 4 |                      |                           |   |
| 5 |                      |                           |   |
| 6 |                      |                           |   |
| 7 |                      |                           |   |

For cidb

Witness

Bidder

Witness

**Annexure I. Safety and Security**

For cidb

Witness

Bidder

Witness

**Annexure J. Declaration of any other material information that cidb may need to know  
involving the property**

For cidb

Witness

Bidder

Witness

**Annexure K. Accessibility**

For cidb

Witness

Bidder

Witness

**Annexure L. Company Profile**

For cidb

Witness

Bidder

Witness

**Annexure M. Company Reference Letters**

For cidb

Witness

Bidder

Witness