



## JOINT TERMS OF REFERENCE (TOR)

For

**South African Human Rights  
Commission**

And

**Information Regulator (South Africa)**

**Office Space Lease**



## **1. Purpose**

The invitation to bid is intended to obtain leased office premises for the South African Human Rights Commission's (Commission) Head Office and Gauteng Province as well as the Information Regulator (Regulator) South Africa office in the city of Johannesburg

## **2. Background**

The South African Human Rights Commission (Commission) is a Constitutional body established in terms of the Constitution of South Africa, 1996 as well as the South African Human Rights Commission Act, 40 of 2014. The SAHRC is under the strategic leadership of Commissioners. The administration of SAHRC is overseen by a Chief Executive Officer (CEO).

The Information Regulator South Africa (Regulator) is an independent body established in terms of section 39 of the Protection of Personal information Act 4 of 2013. It is subject to the law and the Constitution and it is accountable to the National assembly.

The Information Regulator (Regulator) is currently sub-leasing office accommodation from the South African Human Rights Commission (SAHRC). The current lease agreement expires on 31 March 2021. The Regulator has obtained permission from the National Treasury to participate in a joint process to procure office accommodation.

Both the Commission and Regulator require office space for their offices in Johannesburg. Each organisation will have a 5 years lease, starting from 1 April 2021 until 31 March 2026 with an exit clause at the end of three years. The office premises should be close to public transport in the CBD or within a 2 km radius of the CBD.

The building should be accessible for people with disabilities, children and older persons. It should also take into account security concerns as both the Commission and the Regulator host engagements with high profile international and national stakeholders.

The building should also include parking for executives, high profile international and national stakeholders and staff.



### 3. The Commission’s office building specifications

90% of the offices should be open plan while 10% will be made of offices for Chairperson and CEO, storerooms and meeting rooms and one training center.

#### 3.1 Executive Section

This area is dedicated to the CEO, Chairperson, Commissioners and Senior Managers

Description	Size in m <sup>2</sup>	Qty	Total size in m <sup>2</sup>
<b>Chairperson</b>	30	1	30
Open plan office for Manager in Chair’s office Chairperson’s PA Research Associate	30	1	30
Chairperson storeroom	8	1	8
<b>CEO</b>	30	1	30
Open plan for CEO’s PA and Manager in CEO’s office	20	1	20
CEO storeroom	8	1	8
<b>Open Plan for other Commissioners</b>	60	1	60
Open plan office for Commissioners’ Admin Assistant Personal assistants	40	1	40



Research Associates			
Commissioners storeroom	10	1	10
<b>Open plan for Senior Managers</b>	60	1	60
Open Plan office for Senior Manager's Admin Assistants/Secretaries	60	1	60
Storeroom	20	1	20
Commissioners Meeting room	50	1	50
Senior Manger Meeting room	60	1	60

### 3.2 Programmes under COO

Description	Size in m <sup>2</sup>	Qty	Total size in m <sup>2</sup>
<b>Research and Documentation Unit</b>			
Open plan office for 8 Research staff	48	1	48
Library	80	1	80
<b>Legal Service Unit</b>			
Consultation room	8	1	8
Open plan office for 7 legal staff	42	1	42
Storeroom	20	1	20
<b>Internal Audit</b>			
Open plan office for 4 IA staff	16	1	16

Store room	20	1	20
<b>Advo-comm</b>			
Open plan office for 8 Advocom staff	48	1	48
Storeroom	20	1	20

### 3.3 CSD under CFO

Description	Size in m <sup>2</sup>	Qty	Total size in m <sup>2</sup>
<b>Corporate Services</b>			
<b>HR Unit</b>			
Open plan office for 7 HR staff	42	1	42
HR consultation	8	1	8
HR store room	30	1	30
<b>Finance Unit</b>			
Open plan office for 5 Finance staff	30	1	30
Finance storeroom	20	1	20
<b>ICT Unit</b>			
Open plan office for 5 IT staff	30	1	30
Server Room	40	1	40
UPS Room	20	1	20
IT Store room	35	1	35
<b>ASCM</b>			
Open plan office for 14 ASCM staff	80	1	80
Assets store room	30	1	30
Inventory Store room	15	1	15

Registry	30	1	30
Records Store room	30	1	30
Archive room	60	1	60
CCTV monitoring room	20	1	20

### 3.4 Gauteng Province

Description	Size in m <sup>2</sup>	Qty	Total size in m <sup>2</sup>
Provincial Manager	16	1	16
Open plan office for 6 GP staff	36	1	36
Legal officer	8	4	32
Reception Area	30	1	30
Boardroom	40	1	40
Consultation Room	8	3	24
Children room	30	1	30
Kitchenette	15	1	15
General Storeroom	30	1	30
Filing Room	40	1	40

### 3.5 Other facilities

Description	Size in m <sup>2</sup>	Qty	Total size in m <sup>2</sup>
Interview/meeting room	40	2	80
Training Centre	80	1	80
Canteen	100	1	100
Canteen store room	20	1	20



Children after care	40	1	40
Kitchenette	15	4	60
Reflection room	30	1	30
Sick room	30	1	30
Union office	25	1	25

### 3.6 Additional Requirement

The actual office space should be 2000m<sup>2</sup>. The air conditioners in the open plan offices should have a function to control temperature for each section of the office. Fire safety certificate should be submitted.

- a) The building must be Grade A building
- b) It must comply with the OHSA
- c) Office premises must be wheelchair accessible
- d) Premises must have back-up generator or solar system with batteries
- e) Motion detector lights
- f) Premises must have separate male and female toilets and at least 5 disability toilets
- g) Interns Open Plan Space should accommodate 12 interns
- h) Server Room should have concrete wall, false floor and aircon and hot air ducts.
- i) IT Store room should have concrete wall
- j) Records Strong room should have heavy strong door.
- k) Assets store room should have concrete wall
- l) Sick room should have washing basin or be closer to bathroom
- m) 100 parking bays of which 50 is secured under cover. 50% should be in the premise and 50% can be within short walking distance.

## 4. The Regulator's office building specifications



The Regulator requires an appropriate office accommodation that is location accessible to public and private bodies and where the environment is conducive for its employees to discharge their responsibilities.

The Regulator is still at the establishment phase and identified number of position to be filled over a number of years and in different phases. Therefore the proposed office space is **1600** square meters is required to for the next three (3) to five (5) years to accommodate the projected number of staff to be recruited. The offices of the Regulator should be separate from the Commissioners offices. It should probably be on another floor or another section of the building, however the canteen can be centralised to be shared by two (2) institution.

#### **4.1 Member Section**

The Regulator will need five (5) closed offices for the Chairperson and Members of the Regulator and three (3) offices for their Personal Assistants. This section of the Regulator's offices should have separate entrance from the rest of other offices. There must be a secure and easy access to Members and their staff.

<b>Description</b>	<b>Size in m<sup>2</sup></b>	<b>Quantity</b>	<b>Total in m<sup>2</sup></b>
Chairperson closed office	25	1	25
Chairperson meeting room	25	1	25
Chairperson's PA in closed office	15	1	15
<b>Members in closed offices</b>	25	4	100
PAs for Members in closed offices	10	4	40
Members' Boardroom	50	1	50
Storeroom	20	1	20
Printing room	10	1	10



Kitchenette for members	15	1	15
Ablution Facility for members and Executives	15	1	15
<b>Total</b>			<b>315</b>

#### 4.2 Executive Offices

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
CEO in closed office	25	1	25
CEOs PA in closed office	15	1	15
Executives in closed office	20	6	120
Open plan for 6 PAs to Executives	60	1	60
Internal Audit unit staff in closed offices	25	1	25
Strategic Support and Secretariat staff in Closed office	25	1	25
Main Boardroom	80	1	80
Kitchenette	15	1	15
<b>Total</b>			<b>365</b>

#### 4.3 CORPORATE SERVICES

##### 4.3.1 Human Resource Management

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
HR Staff in Open office	60	1	60
<b>Total</b>			<b>60</b>



#### 4.3.2 Facilities Management

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
Facilities Management Staff in open plan	50	1	50
Registry / Filing room	40	1	40
Reception and waiting area	35	1	35
Store room for cleaning equipment	10	1	10
<b>Total</b>			<b>135</b>

#### 4.3.3 Sector Training

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All Three (3) staff in Open plan	20	1	20
<b>Total</b>			<b>20</b>

#### 4.3.4 Information and Communication Technology

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
Chief Information Officer in closed office	20	1	20
All four (4) staff (including Secretary) in open plan office	30	1	30
<b>Total</b>			<b>50</b>

#### 4.4 Financial Management



#### 4.4.1 Financial and Management Accounting

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All the four (4) Staff in open plan	30	1	30
<b>Total</b>			<b>30</b>

#### 4.4.2 Supply Chain Management

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All other three (3) officers in open plan	30	1	30
<b>Total</b>			<b>30</b>

### 4.5 LEGAL, POLICY, RESEARCH AND INFORMATION TECHNOLOGY ANALYSIS

#### 4.5.1 Legal services and Litigation

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All four (4) Staff members in open plan	30	1	30
<b>Total</b>			<b>30</b>

#### 4.5.2 Policy and Research

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All other Staff members in open plan	30	1	30



<b>Total</b>			<b>30</b>
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#### 4.5.3 Information technology Analysis

Description	Size in m <sup>2</sup>	Quantity	Total in m <sup>2</sup>
All other Three (3) staff in open plan	20	1	20
<b>Total</b>			<b>20</b>

### 4.6 PROMOTION OF PERSONAL INFORMATION

#### 4.6.1 Complaints and Investigation

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
All eleven (11) staff members	70	1	70
<b>Total</b>			<b>70</b>

#### 4.6.2 Compliance and Monitoring

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
All Fifteen (15) staff members	70	1	70



<b>Total</b>			<b>70</b>
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## 4.7 PROMOTION OF ACCESS TO INFORMATION

### 4.7.1 Complaints and Investigation

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
All twelve (12) staff members	70	1	70
<b>Total</b>			<b>70</b>

### 4.7.2 Compliance and Monitoring

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
All Fourteen (14) staff members	70	1	70
<b>Total</b>			<b>70</b>

## 4.8 EDUCATION AND COMMUNICATION

### 4.8.1 Public Education, Awareness and Stakeholder Management

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
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All five (5) staff members in open plan	40	1	40
<b>Total</b>			<b>40</b>

#### 4.8.2 Communication and Media Relations

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
All two (2) staff in open plan	30	1	30
<b>Total</b>			

#### 4.9 OTHER FACILITIES

Description	Size in m <sup>2</sup>	Quantity	Size in m <sup>2</sup>
Toilets to cater for people with disabilities and transgender people	5	2	10
Normal Toilets for males	5	4	20
Normal Toilets for Females	5	4	20
Printing room	10	1	10
Canteen can be shared with the SAHRC			



Sick room/sick bay	10	1	10
Consulting room	10	2	20
Air - conditioned and Lockable Server Room	15	1	15
Storage room for inventory and assets	40	1	40
Children Room	10	1	10
<b>Total</b>			<b>165</b>
<b>GRAND TOTAL</b>			<b>1600</b>

#### 4.10 ADDITIONAL REQUIREMENTS FOR THE REGULATOR

- a) The air conditioner in open plan offices should have a function to control temperature for each section of the offices. Fire safety certificate should be submitted.
- b) 100 Parking Bays of which 50 should be undercover .parking
- c) One (1) Security Control area.
- d) Two (2) points of entry and exit
- e) Motion detector lights



## 5. Deliverables

Building or office premises that meet stated specifications and requirement must be ready for occupation by 1 April 2021

## 6. Duration of Contract

The Commission and the Regulator will each enter into an individual contract with the winning bidder. Both Contracts shall commence on the 1 April 2021 and end on 31 March 2026 with an exit clause at the end of three years

## 7. Fee Structure

Payment Amount	Schedule	Deliverable
Quoted amount	Monthly	

Payment method would be via electronic transfer to supplier's bank account per submitted invoices.

## 5 TIMELINE OF THE BID PROCESS

The period of validity of tender and the withdrawal of offers, after the closing date and time is 120 days. The project timeframes of this bid are set out below:

Activity	Due Date
<b>Advertisement of bid on SAHRC Website/ Tender Bulletin</b>	02 October 2020 / 09 October 2020
<b>No briefing session</b>	
<b>Questions relating to bid from bidder(s)final queries must be email</b>	19 October 2020
<b>Bid closing date</b>	30 October 2020 at 11:00
<b>Notice to bidder(s)</b>	South African Human Rights Commission and Information Regulator will endeavour to inform bidders of the progress until conclusion of the tender.



All dates and times in this bid are South African standard time. Any time or date in this bid is subject to change at South African Human Rights Commission and Information Regulator's discretion. The establishment of a time or date in this bid does not create an obligation on the part of South African Human Rights Commission and Information Regulator to take any action, or create any right in any way for any bidder to demand that any action be taken on the date established. The bidder accepts that, if South African Human Rights Commission and Information Regulator extend the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## 9 CONTACT AND COMMUNICATION

- 1.1. A nominated official of the bidder(s) can make enquiries in writing, to the specified persons, Thenjiwe Dlamini or Ruth Diane via email [tdlamini@sahrc.org.za](mailto:tdlamini@sahrc.org.za) , or [rdiane@sahrc.org.za](mailto:rdiane@sahrc.org.za), Bidder(s) must reduce all telephonic enquiries to writing and send to the above email address. Should you need more information, please do not hesitate to contact Mr Kenneth Seretse (011) 377 3615 or email: [kseretse@sahrc.org.za](mailto:kseretse@sahrc.org.za)
- 1.2. The delegated office of South African Human Rights Commission and Information Regulator may communicate with Bidder(s) where clarity is sought in the bid proposal.
- 1.3. Any communication to an official or a person acting in an advisory capacity for South African Human Rights Commission and Information Regulator in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- 1.4. All communication between the Bidder(s) and South African Human Rights Commission and Information Regulator must be done in writing.
- 1.5. Whilst all due care has been taken in connection with the preparation of this bid, South African Human Rights Commission and Information Regulator make no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. South African Human Rights Commission and Information Regulator and their employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 1.6. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by South African Human Rights Commission and Information Regulator (other than minor



clerical matters), the Bidder(s) must promptly notify South African Human Rights Commission and Information Regulator in writing of such discrepancy, ambiguity, error or inconsistency in order to afford South African Human Rights Commission and Information Regulator an opportunity to consider what corrective action is necessary (if any).

- 1.7. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by South African Human Rights Commission and Information Regulator will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- 1.8. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **10 LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, be returned unopened to the Bidder(s).

## **11 COUNTER CONDITIONS**

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

## **12 FRONTING**

- a. Government supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the Government condemn any form of fronting.
- b. The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the



necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the Bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the Bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies South African Human Rights Commission may have against the Bidder / contractor concerned.

### 13 SUPPLIER DUE DILIGENCE

South African Human Rights Commission and Information Regulator reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information.

- a) Both Evaluation and Adjudication Committees to view the premises

### 14 SUBMISSION OF PROPOSALS

- a. Bid documents may be placed in the tender box in the aforesaid address on or before the closing date and time.
- b. Bid documents will only be considered if received by South African Human Rights Commission before the closing date and time.
- c. The bidder(s) are required to submit two (2) copies of each file (one (1) original and one (1) duplicate) and one (1) memory stick / USB flash drive with content of each file by the closing date, 30 October 2020 at 11:00. Each file and memory stick / USB flash drive must be marked correctly and sealed separately for ease of reference during the evaluation process. Furthermore, the file and information in the memory stick / USB flash drive must be labelled and submitted in the following format:

<b>FILE 1 (TECHNICAL FILE)</b>	<b>FILE 2 (PRICE &amp; BBBEE)</b>
<b>Exhibit 1:</b> <b>Pre-qualification documents</b> <i>(Refer to Gate 0: Pre-qualification Criteria (Table 1))</i>	<b>Exhibit 1:</b> Pricing Schedule
<b>Exhibit 2:</b> <ul style="list-style-type: none"> <li>• <b>Technical Responses and</b></li> </ul>	



<p><b>Bidder Compliance Checklist for Technical Evaluation</b></p> <ul style="list-style-type: none"> <li>• Supporting documents for technical responses.</li> </ul> <p><i>(Refer to Gate 1: Technical Evaluation Criteria)</i></p>	
<p><b>Exhibit 3:</b></p> <ul style="list-style-type: none"> <li>• General Conditions of Contract (GCC)</li> <li>• Draft Service Level Agreement</li> </ul> <p><i>(Refer to Section 20 – Service Level Agreement)</i></p>	
<p><b>Exhibit 4:</b></p> <ul style="list-style-type: none"> <li>• Company Profile</li> <li>• Any other supplementary information</li> </ul>	

**15 EVALUATION AND SELECTION CRITERIA**

South African Human Rights Commission and Information Regulator have set minimum standards (Gates) that a bidder needs to meet in order to be evaluated and selected as a successful bidder. The minimum standards consist of the following:

<p><b>Pre-qualification Criteria (Gate 0)</b></p>	<p><b>Technical Evaluation Criteria (Gate 1)</b></p>	<p><b>Price and B-BBEE Evaluation (Gate 2)</b></p>
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Bidders must submit all documents as outlined in Table 1 below. Only bidders that comply with ALL these criteria will proceed to Gate 1.	Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 2 (Price and BEE).	Bidder(s) will be evaluated out of 100 points and Gate 2 will only apply to bidder(s) who have met and exceeded the threshold of 80 points.
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**a. Gate 0: Pre-qualification Criteria**

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

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

Document that must be submitted	Non-submission may result in disqualification?	
<b>Invitation to Bid – SBD 1</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Tax Status Tax Clearance Certificate – SBD 2</b>	<b>YES</b>	<ul style="list-style-type: none"> <li>i. Written confirmation that SARS may on an ongoing basis during the tenure of the contract disclose the bidder’s tax compliance status.</li> <li>ii. Proof of Registration on the Central Supplier Database</li> <li>iii. Vendor number</li> <li>iv. In the event where the Bidder submits a hard copy of the Tax Clearance Certificate, the CSD verification outcome will take precedence.</li> </ul>
<b>Pricing Schedule annexure A</b>	<b>YES</b>	Submit full details of the pricing proposal as per annexure A



<b>Declaration of Interest – SBD 4</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Preference Point Claim Form – SBD 6.1</b>	<b>NO</b>	Non-submission will lead to a zero (0) score on BBBEE
<b>Declaration of Bidder’s Past Supply Chain Management Practices – SBD 8</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Certificate of Independent Bid Determination – SBD 9</b>	<b>YES</b>	Complete and sign the supplied pro forma document
<b>Bidder Compliance documents for Functional Evaluation</b>	<b>YES</b>	submitted and sign
<b>Registration on Central Supplier Database (CSD)</b>	<b>NO</b>	The service provider must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.

**b. Gate 1: Technical Evaluation Criteria = 100 points**

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

0 = not submitted, 1 = poor, 2 = below average, 3 = average, 4 = above average, and 5 = excellent

<b>Criteria</b>		<b>Weighted points</b>	<b>Score points</b>
<b>Industrial Experience</b>		<b>20</b>	
Minimum of 3 written testimonials from other tenants	10		
Leasing experience, 5 years or more	10		
<b>Accessibility</b>		<b>20</b>	



Closer or within CBD	20		
Closer to public transport	10		
<b>Green Environment</b>		<b>10</b>	
Energy savings and natural lighting	10		
<b>Catering for needs of People with disability</b>		<b>20</b>	
<b>Office Plans that meet requirements without too much alterations</b>		<b>30</b>	
<b>Total points for functionality</b>		<b>100</b>	

- i. Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 80 points of 100 points.
- ii. The overall score must be equal or above 80 points in order to proceed to Gate 2 for Price and BBEE evaluations.

**c. Gate 2: Price and BBEE Evaluation (90+10) or (80 +20) = 100 points**

Only Bidders that have met the 80 point threshold in Gate 1 will be evaluated in Gate 2 for price and BBEE. Price and BBEE will be evaluated as follows:

In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 90 or 80 points)
- B-BBEE status level of contributor (maximum 10 or 20 points)

**1. Stage 1 – Price Evaluation (90 Points)**

Criteria	Points
Price Evaluation  $P_s = 90 \text{ or } 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	90 or 80

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

Where

- P<sub>s</sub> = Points scored for comparative price of bid under consideration
- P<sub>t</sub> = Comparative price of bid under consideration
- P<sub>min</sub> = Comparative price of lowest acceptable bid



### Stage 2 – BBEE Evaluation (10 Points)

#### a. BBEE Points allocation

A maximum of 10 or 20 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below

B-BBEE Status Level of Contributor	Number of Points (80/20 system)	Number of Points (90/10 system)
1	20	10
2	18	9
3	16	6
4	12	5
5	10	4
6	8	3
7	6	2
8	2	1
Non-compliant contributor	0	0

B-BBEE points may be allocated to bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- B-BBEE Certificate

### 16 GENERAL CONDITIONS OF CONTRACT

Any award made to a bidder(s) under this bid is conditional, amongst others, upon –

- The bidder(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which South African Human Rights Commission and Information Regulator are prepared to enter into a contract with the successful Bidder(s).
- The bidder submitting the General Conditions of Contract to South African Human Rights Commission and Information Regulator together with its bid, duly signed by an authorised representative of the bidder.



## 17 CONTRACT PRICE ADJUSTMENT

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

STATS SA P0141 (CPI), Table E	Table E - All Items
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## 18 SERVICE LEVEL AGREEMENT

- a. Upon award South African Human Rights Commission and Information Regulator and the successful bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by South African Human Rights Commission and Information Regulator, more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. South African Human Rights Commission and Information Regulator reserve the right to vary the proposed draft Service Level Indicators during the course of negotiations with a bidder by amending or adding thereto.  
Bidder(s) are requested to:
  - a. Comment on draft Service Level Indicators and where necessary, make proposals to the indicators;
  - b. Explain each comment and/or amendment; and  
Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
  - c. South African Human Rights Commission and Information Regulator reserve the right to accept or reject any or all amendments or additions proposed by a bidder if such amendments or additions are unacceptable to South African Human Rights Commission and Information Regulator or pose a risk to the organisations.

## 19 SPECIAL CONDITIONS OF THIS BID

South African Human Rights Commission and Information Regulator reserve the right:

- a. To award this tender to a bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000)
- b. To negotiate with one or more preferred bidder(s) identified in the evaluation process, regarding any terms and conditions, including price without offering



- the same opportunity to any other bidder(s) who has not been awarded the status of the preferred bidder(s).
- c. To accept part of a tender rather than the whole tender.
  - d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after adjudication of the Bid.
  - e. To correct any mistakes at any stage of the tender that may have been in the Bid documents or occurred at any stage of the tender process.
  - f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred bidder(s) have been notified of their status as such.
  - g. Award to multiple bidders based either on size or geographic considerations.

## **20 SOUTH AFRICAN HUMAN RIGHTS COMMISSION AND INFORMATION REGULATOR REQUIRE BIDDER(S) TO DECLARE**

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

- Confirm that the bidder(s) is to: –
- a. Act honestly, fairly, and with due skill, care and diligence, in the interests of South African Human Rights Commission and Information Regulator
  - b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
  - c. Act with circumspection and treat South African Human Rights Commission and Information Regulator fairly in a situation of conflicting interests;
  - d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;
  - e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests, in relation to dealings with South African Human Rights Commission and Information Regulator;
  - f. Avoidance of fraudulent and misleading advertising, canvassing and marketing;
  - g. To conduct their business activities with transparency and consistently uphold the interests and needs of South African Human Rights Commission and Information Regulator as a clients before any other consideration; and
  - h. To ensure that any information acquired by the bidder(s) from South African Human Rights Commission and Information Regulator will not be used or disclosed unless the written consent of the client has been obtained to do so.



## 21 CONFLICT OF INTEREST, CORRUPTION AND FRAUD

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

- a. engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of South African Human Rights Commission's officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or



results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

## **22 MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- a. The bidder should note that the terms of its Tender will be incorporated in the proposed contract by reference and that South African Human Rights Commission and Information Regulator rely upon the bidder's Tender as a material representation in making an award to a successful bidder and in concluding an agreement with the bidder.
- b. It follows therefore that misrepresentations in a Tender may give rise to service termination and a claim by South African Human Rights Commission and Information Regulator against the bidder notwithstanding the conclusion of the Service Level Agreement between South African Human Rights Commission and Information Regulator and the bidder for the provision of the Service in question. In the event of a conflict between the bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

## **23 PREPARATION COSTS**

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

## **24 INDEMNITY**



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

## **25 PRECEDENCE**

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

## **26 LIMITATION OF LIABILITY**

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

## **27 TAX COMPLIANCE**

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

## **28 TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**



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

## **29 GOVERNING LAW**

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

## **30 RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

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

## **31 CONFIDENTIALITY**

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

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a Tender. This bid and any other documents supplied by South African Human Rights Commission and Information Regulator remain proprietary to South African Human Rights Commission and Information Regulator and must be promptly returned to South African Human Rights Commission and Information



Regulator upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

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

### **32 SOUTH AFRICAN HUMAN RIGHTS COMMISSION AND INFORMATION REGULATOR PROPRIETARY INFORMATION**

Bidder will on their bid cover letter make declaration that they did not have access to any South African Human Rights Commission and Information Regulator proprietary information or any other matter that may have unfairly placed that bidder in a preferential position in relation to any of the other bidder(s).

### **33 AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP No: 2020/04, the South African Human Rights Commission and Information Regulator may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure: Provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.