



REQUEST FOR QUOTATION (RFQ)

PROJECT NAME: BAVIAANSPOORT CORRECTIONAL SERVICES: KITCHEN EPOXY FLOOR INSTALLATION AND REPAIRS

RFQ NO: DCS07GP0003 – EPOXY FLOOR SUPPLIER

SCOPE OF SERVICES: INSTALLATION OF EPOXY FLOOR IN THE KITCHEN

BIDDER INFORMATION

(Must be completed by Bidder)

Company Name	
Contact Person	
CIDB CRS No.	
Cell / Tel Number	
E-mail Address	
CSD Number	
Price (VAT Incl.)	



Quotation Issue Date	16 February 2024
Closing Date and Time	08 March 2024 at 12h00
Compulsory Briefing Session	23 February 2024
Address for submission of RFQ responses into the Tender Box	<p>Independent Development Trust Glenwood Office Park Cnr. Oberon and Sprite Street Faerie Glen Pretoria</p> <p>ONLY HARD COPY DOCUMENTS WILL BE ACCEPTED IN A SEALED ENVELOPE PROPERLY MARKED WITH THE QUOTATION NUMBER</p>
Enquiries to:	<p>Name: GP Tenders_ Bav_Epoxy email: GPInfraTenders@idt.org.za</p> <p>NB: No query shall be allowed 5 days prior to the closing date and time of this Request for quotation.</p>
Evaluation Criteria	<p>(a) The 80/20 Evaluation System will be used for procuring items with values of R30 000 and above but not exceeding R50 000 000 inclusive of Vat (PPPFA and IDT SCM Policy) Price. And</p> <p>(b) Specific Goals – 20 points (Ownership) Refer to SBD 6.1</p> <p>Women Ownership – 6 points Youth Ownership – 6 points Ownership People with disability – 4 points Black Ownership People – 4 points</p>
Compulsory Returnable	<ol style="list-style-type: none"> 1. Valid COIDA or Letter good standing with the Department of Labour 2. Duly completed and signed SBD 1 Invitation to bid 3. Duly completed and signed SBD 4 Bidder's Disclosure 4. Duly completed and signed SBD 6.1 PPPFA regulations claim form. 5. Joint Venture Agreement signed by all parties (where JV is in use) and submit copies of company documentation for each party. 6. Compulsory Site Briefing Attendance 7. Letter of Authority to Sign the Bid 8. Signed Form of Offer
Other documents required before award	<ol style="list-style-type: none"> 1. Proof of Central Supplier Database (CSD) registration – CSD Number 2. Company Registration Documents (CIPC) 3. Tax Compliance Letter with a unique pin



	4. List of all shareholders / directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
Compulsory Briefing meeting	A briefing meeting will be held on 23 February 2024; 10:00 at the Kitchen Entrance (178 Okapi street, Baviaanspoort, Pretoria, 0039)
Submission documents	<p>Quotations should be hand delivered to:</p> <p>Independent Development Trust Glenwood Office Park Cnr Oberon and Sprite Street Faerie Glen Pretoria</p> <p>Submitted in a Marked Tender Box (Reception) before closing date and time</p> <p>Or Couriered and Submitted in the Tender Box before closing date and time.</p>
Pricing	<ul style="list-style-type: none"> • Price must include 15% VAT (if you are VAT registered) • Only VAT Registered Vendors may charge VAT • All cost related to the service required must be included • Quotation must be valid for at 60 days

PART A. TERMS OF REFERENCE

1. PURPOSE

The Purpose of the RFQ is to appoint an epoxy service provider to do repairs to the existing and installation of a new epoxy (polyurethane) floor finish to fall to the existing floor drains.

2. BACKGROUND

The Independent Development Trust is a Schedule 2 Public Entity governed by applicable legislative frameworks and a Deed of Trust. The organization is accountable to Parliament through the Minister of Public Works who is the Executive Authority. The IDT was appointed by Department of Correctional Service to implement the project on their behalf.



A polyurethane (epoxy) flooring system recently installed at the Baviaanspoort Correctional Services kitchen building started revealing defects in the form of surface finish cracks and delamination. Upon inspection by the newly appointed Engineer, it was established that the defects will continue and a replacement of the floors is required.

3. SCOPE OF WORK

In summary, the appointed service provider is required to execute the works as follows:

- All visible surface bed cracks to be repaired prior to installation of a new concrete floor screed;
- New concrete floor screed to be installed to fall towards the existing floor drains – final screed material and levels to be confirmed by Engineer on site;
- Surface preparation to be completed as per the polyurethane material installation specifications prior to installation of primer; and polyurethane flooring; and
Primer, polyurethane flooring material, and jointing to be installed as per the supplier's specifications

The appointed service provider is required to do repairs as specified in the Bill of Quantities and quantities are subject to re-measurement.



4. TERMS AND CONDITIONS

- Quotations must be hand delivered on or before the quotation closing date and closing time as shown above. No late quotations will be considered.
- Any amendments to the rates offered or description given must be signed by the person who signed the quotation.
- Only authorized representatives of the supplier may duly sign quotations. The IDT will not accept liability for quotations not duly signed.
- The IDT reserves the right to award the quotations in a whole or in part or not to award at all.
- Upon appointment the IDT and the service provider will sign a contract agreement within 14 days after the award is issued.

5. PRICING

- a) Payment will be made on a re-measurable basis. Any work requested to be done and not included in the bill of quantities according to the service provider must be agreed upon in writing before work commences.
- b) Bidders are to tender based on the schedule included in this RFQ.
- c) A site meeting will be held on a weekly basis. At least one of the service provider's directors or owners are required to attend these meetings with sufficient information to take decisions as requested during these meetings. The cost to attend the meetings will be deemed to be included in the tendered amount.
- d) All invoices are to be signed by a principal of the service provider, the engineer and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of invoices will not be considered for payments.
- e) Invoices shall be drafted based on the same layout as included in this RFQ's bill of quantities.
- f) Payment to the service provider will be made electronically according to the banking details furnished by the service provider. Any change in such banking details must be communicated to the IDT project manager timeously. Invoices, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The employer reserves the right to dispute the whole account, any item or part of an item at any time and all the concerns raised by the employer should be addressed by the service provider before any payment can be made by the employer.



- g) The cost of completing the work as per the bill of quantities and drawings will be deemed to be included in the tendered price.
- h) The cost of OHS obligations required by the Department of Labour shall be deemed to be included in the price. It is expected by the Employer that the contractor will submit a Notification of Construction Work to the local Department of Labour. All costs thereof will be included in the price submitted.
- i) Set Off: the employer reserves the right to set off any amount payable to the service provider, any sum which is owing by the service provider to the employer in respect of this or any other IDT projects
- j) The tenderer's price will be deemed to be fixed for the duration of the construction period.

Price Schedule (attached spreadsheet) below is to be populated by the Service Provider for evaluation purposes.

6. CONTRACT DATA

The contract to be signed is based upon the JBCC Small and Simple Works Contract: Edition 1.0 May 2020.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the JBCC Small and Simple Works Contract: Edition 1.0 May 2020.

Clause number	AMENDMENTS
F.1.1	The employer is the Independent Development Trust on behalf of the Department of Correctional Services
F.1.4	The employer's agent is: MG URBANSTRUT JV Mr. Nhlanhla Ngobeni Unit 1 68 Reedbuck Crescent Corporate Park South Midrand 1685



	<p>Tel: (010) 026 8040 E-mail: nhlanhla@mg-ce.co.za</p>
F.2.1	Eligibility
F.2.1.1	<p>Only those suppliers who satisfy the following eligibility criteria are eligible to submit tenders:</p>
F.2.1.1.1	<p>Suppliers registered with the CSD</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with CSD;
F.2.7	Clarification Meeting
	<p>A clarification meeting will be held on 23 February 2024; 10:00</p>
F.2.8	Seek clarification
	<p>Suppliers can request clarification of the quotation documents, if necessary, by notifying the employer at least 2 (two) working days before the closing time and date stated in F.2.15.</p>
F.2.11	Alterations to documents
	<p>Do not make any alterations or additions to the quotation documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the supplier.</p> <p>All signatories to the quotation offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.13.7	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Employer's address:</p> <p>Independent Development Trust Glenwood Office Park Cnr Oberon and Sprite Street Faerie Glen Pretoria</p>

F.2.15	Closing Time 12:00
F.2.15.1	<p>The closing time for submission of offers is by no later than 08 March 2024 at 12h00.</p> <p>Independent Development Trust Glenwood Office Park Cnr Oberon and Sprite Street Faerie Glen Pretoria</p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16	Validity
F.2.16.1	<p>The supplier is required to hold the offer valid for a period of 90 calendar days (from the closing date)</p>
F.2.19	<p>Inspections, Tests and Analysis</p> <p>Access shall be provided for inspections, tests and analysis as may be required by the employer/engineer.</p>
F.3.13	Acceptance of Quotation Offers
F.3.13.1	<p>Quotation offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the supplier has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services; b) the supplier or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the supplier has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; d) the supplier has completed the Bidder's Disclosure and there are no conflicts of interest which may impact on the supplier's ability to perform the contract in the best interests of the employer or potentially compromise the quotation process and persons in the employ of the state are not permitted to submit tenders;



	<ul style="list-style-type: none"> e) if there are no conflicts of interest which may impact on the supplier's ability to perform the contract in the best interests of the employer or potentially compromise the quotation process f) the supplier has submitted the CIPRO documentation and certified copies of ID's for all directors; g) the supplier completed, signed and witnessed form of offer; h) the supplier is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA); i) the supplier has submitted a fully priced Bill of Quantities; j) The supplier attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer. k) The supplier and all its directors are South African Citizens (For National Key Point Projects). l) The supplier is an approved and/or accredited applicator by the supplier of the products to be used.
F.3.14	<p>Notice to Unsuccessful Suppliers</p> <p>Should suppliers not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender within 21 days of award. No written notification directed to each supplier will be issued by the Employer to unsuccessful suppliers.</p>
F.3.18	<p>Provide Copies of the Contract</p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of quotation are:</p> <ul style="list-style-type: none"> 1 The employer is not obliged to accept the lowest or any quote. 2 Work shall be completed within <u>2 months</u> from date of appointment. (60 calendar days) 3 Penalties shall be applied after the 2 months at a rate of R 6 500.00 per calendar day.



SBD1

**PART B
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST

BID NUMBER:	DCS07GP0003 EPOXY FLOOR SUPPLIER	CLOSING DATE:	08 MARCH 2024	CLOSING TIME:	12H00
DESCRIPTION	PROJECT NAME: BAVIAANSPOORT CORRECTIONAL SERVICES: KITCHEN EPOXY INSTALLATION AND REPAIRS				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
INDEPENDENT DEVELOPMENT TRUST**

GLENWOOD OFFICE PARK

CNR. OBERON & SPRITE STREET

FAERIE GLEN 0043

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Ms. Linnet Barnes	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	Ms. Millicent Mogari
TELEPHONE NUMBER	012 845 2000		012 845 2000
FACSIMILE NUMBER			
E-MAIL ADDRESS	GPInfraTenders@idt.org.za		GPInfraTenders@idt.org.za

SUPPLIER INFORMATION

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



ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?
 YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?
 YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?
 YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?
 YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
 YES NO

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



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
 Signature Date

.....
 Position Name of bidder

³ **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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



b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	90	80
SPECIFIC GOALS	10	20
TARGETED GROUP		
Women	3	6
Youth	3	6
People with Disabilities	2	4
Black People	2	4
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

(a) “tender” means a written offer in the form determined by an organ of state in response to



an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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



3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women	3	6		
Youth	3	6		
People with Disabilities	2	4		
Black People	2	4		

Source Documents to be submitted with the Bid or RFQ

- *CIPC Document (Company Registration Document will be required for verification (CIPC DOC))
- *Woman (Originally Certified ID Document)
- *Youth (Originally Certified ID Document)
- *People with Disability (Letter from the Dr. Confirming the Disability)
- *Black People (Originally Certified ID Document)

DECLARATION WITH REGARD TO COMPANY/FIRM



4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;



- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S).....

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



PART C

C.1. AUTHORITY TO SIGN A BID

Fill in the relevant portion applicable to the type of organisation

A. COMPANIES

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on20.....

Mr/Mrs/Ms.....

(whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF COMPANY:

.....
(PRINT NAME)

SIGNATURE OF SIGNATORY: **DATE:**

WITNESSES: 1.....

2.....



C.2. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned..... hereby confirm that I am the sole owner of the business trading as.....

SIGNATURE..... **DATE**.....

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every Partner :

Full name of partner	Residential address	Signature
.....
.....
.....

We, the undersigned partners in the business trading as hereby authorise to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

..... SIGNATURE SIGNATURE SIGNATURE
..... DATE DATE DATE



C.3. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on 20..... at.....
Mr/Mrs/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of

(Name of Close Corporation)
.....

SIGNED ON BEHALF OF CLOSE CORPORATION :

.....
(PRINT NAME)

IN HIS/HER CAPACITY ASDATE:

SIGNATURE OF SIGNATORY:

WITNESSES: 1.....

2.....



C.4. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on 20.....
at.....

Mr/Mrs/Ms....., whose signature appears below, has been
authorised to sign all documents in connection with this bid on behalf of (Name of cooperative)
.....

SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNED ON BEHALF OF CO-OPERATIVE:

NAME IN BLOCK LETTERS:

WITNESSES: 1.....

2.....



C.5. JOINT VENTURE

If a bidder is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the joint venture must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE JOINT VENTURE

By resolution/agreement passed/reached by the joint venture partners on.....20.....
Mr/Mrs/Ms.....,Mr/Mrs/Ms.....
Mr/Mrs/Ms.....and Mr/Mrs/Ms.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:(Name of Joint Venture)

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME).....

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:

SIGNED ON BEHALF OF (COMPANY NAME):
(PRINT NAME)

SIGNATURE: DATE:

IN HIS/HER CAPACITY AS:



C.6. CONSORTIUM

If a bidder is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of concerned enterprises, authorising the representatives who sign this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the consortium must be submitted with this bid, before the closing time and date of the bid.

AUTHORITY TO SIGN ON BEHALF OF THE CONSORTIUM

By resolution/agreement passed/reached by the consortium on.....20.....

Mr/Mrs/Ms.....

(whose signature appear below) have been duly authorised to sign all documents in connection with this bid on behalf of:

(Name of Consortium)

IN HIS/HER CAPACITY AS:

SIGNATURE: **DATE:**



PART D: INDEPENDENT DEVELOPMENT TRUST

D.1.1. Form of Offer and Acceptance

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

PROJECT NAME: BAVIAANSPOORT CORRECTIONAL SERVICES: KITCHEN EPOXY FLOOR INSTALLATION AND REPAIRS

The Bidder, identified in the offer signature block, has examined the documents listed in the BID data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of BID.

By the representative of the Bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the BID data, whereupon the Bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name Identity number

Capacity

for the Bidder

(Name and address of organization)

Name and signature of witness

.....

NOTE: Failure of a Bidder to complete and sign this part of the BID form (offer) in full including witnessing will invalidate the BID.



ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the Bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Bidder's offer shall form an agreement between the employer and the Bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the BID data and any addenda thereto as listed in the BID schedules as well as any changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The Bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature	Date
Name	Identity number
Capacity	

for the Employer

INDEPENDENT DEVELOPMENT TRUST
 Glenwood Office park
 Cnr. Oberon and Sprite Street
 Faerie Glen
 Pretoria
 0182

Name and signature	Date
of witness	



Schedule of Deviations

- 1 Subject
- Details
- 2 Subject
- Details
- 3 Subject
- Details
- 4 Subject
- Details
- 5 Subject
- Details

By the duly authorized representatives signing this agreement, the employer and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the BID data and addenda thereto as listed in the BID schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the BID documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



ANNEXURE A: ATTACH BILL OF QUANTITIES

