



Old Magistrate Building  
21-23 Market Square  
Kimberley  
8301

[www.idt.org.za](http://www.idt.org.za)

## **INDEPENDENT DEVELOPMENT TRUST**

**TENDER NUMBER: OFFICELEASE/10/2023**

**BID FOR THE PROVISION OF SUITABLE OFFICE SPACE FOR IDT  
NORTHERN CAPE REGIONAL OFFICE BASED IN NORTHERN CAPE  
(KIMBERLEY) FOR A PERIOD OF 36 MONTHS**

**CLOSING DATE: 17 October 2023 @ 12h00**

**BIDDER'S INFORMATION**  
***(Must be completed by Bidder)***

<b>Company Name</b>	
<b>Contact Person</b>	
<b>Cell / Tel Number</b>	
<b>Fax Number</b>	
<b>E-mail Address</b>	
<b>Tendered Amount</b>	

**Delivered To:**

**The Independent Development Trust  
Northern Cape Region  
21-23 Old Magistrate Court  
Market Square  
Kimberley  
8301**

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**Signature of Bidder**

## **SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS**

**PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999, THE LIMPOPO OFFICE SUPPLY CHAIN MANAGEMENT POLICY FRAMEWORK AND THE GENERAL CONDITIONS OF CONTRACT.**

1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
2. Under no circumstances whatsoever may the bid forms be retyped or redrafted.  
Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
4. Bids submitted must be complete in all respects.
5. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents.
6. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid.
7. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope.
8. A specific box is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.

9. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
10. No bid submitted by telefax, telegraphic or other electronic means will be considered.
11. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
12. No alterations will be allowed, any alterations added to the document will lead to disqualification
13. Use of correcting fluid is prohibited
14. Bids will not be opened in public however, list of bidders and bidding amount will be published on IDT website.
15. The bidder must initial each and every page of the document.



## **1. INTRODUCTION**

The Independent Development Trust (IDT) is a Schedule 2 Public Entity governed by its Deed of Trust, the Public Finance Management Act (Act No. 1 of 1999), as amended by Act of No. 29 of 1999 (PFMA) and other relevant legislative frameworks. The IDT is mandated to support government in development programmes implementation across the three spheres of government. Its primary focus is on social infrastructure programme delivery management, i.e. schools, hospitals, courts, etc

## **2. CONTEXT**

The IDT is a Schedule 2 State owned entity which manages the implementation and delivery of critically needed social infrastructure programmes on behalf of government. The IDT is committed to ensuring the implementation of the Codes of Good Practice as per section 9(1) of the Broad-Based Black Economic Empowerment Act 53 of 2003. The IDT reports to the Minister of Public Works who is a Shareholder representative and it's Executive Authority. The IDT's national office is located in Pretoria and has regional offices in all of the country's nine provinces.

## **3. PURPOSE**

The purpose of this bid is to find suitable Office space for the IDT Northern Cape Regional Office based in Kimberley

## **4. SPECIFICATION:**

The bid shall include costing for both common areas specification requirement and lettable space requirement as listed below: -

The office must be accessible by disabled persons Conform to SANS 10400 Part T and S for disabled persons.

- The Office must be well secured with access control, to accommodate a total number of 20 people.
- The offices must provide a total number of at least 2 toilet seats for both males and females and make 1 provision for disabled persons as per part P and Part S of SANS 10400: (1 seat and 2 urinals for males. 1 seat for females)
- The service provider must provide separate ablution facilities for both male and female.
- The office must have 10 covered parking bays minimum.

- The office space must be provided with a fully functioning energy efficient Air conditioning system that can be controlled individually by the occupant of the office.
- Both parties will sign a 36 month Lease Agreement
- Termination Clause of one (1) month notice must be included.

#### **4.1. Price schedules including VAT detailing: -**

- ☐ The price inclusive of VAT for the duration of contract must be inclusive of:  
60 Monthly rental fee for the office space and parking bays must be separated from the monthly utility fee    o The applicable annual escalation rate must be indicated; o All building maintenance related costs, including all fixed equipment o IDT reserves the right to extend the initial 60 months' contract period

Bidders must provide physical address of the office space tendered for inspection purposes before the evaluation process is finalized.

### **5. ACCESS TO LEASED PROPERTY**

The proposed leased property must be made available and to be in good condition and clean at least 15 days before occupation and 15 days after occupation date.

### **6. PROOF OF OWNERSHIP**

The bidder must be the owner of the property and proof of ownership of the proposed properties must be submitted together with the bid documents. In case where the agent has been appointed to manage the property and to submit the bid, the power of attorney or any acceptable written proof of appointment as an agent must be provided with the bid together with the proof of ownership with the proposed property. Years of experience must correspond with registration date of the company.

### **7. PENDING LITIGATIONS**

All bidders must provide details of all pending litigations (especially interdicts) relating to the proposed property and land if any.

## 8. PARTITIONING OF THE OFFICES:

Partitioning of the offices in line with the requirement of the IDT will be the responsibility of the landlord as per the requirement provided for by the IDT. The partition should be completed before the IDT takes occupation.

### Compliance Electrical Certificate of the Property

Valid Electrical Compliance Certificate must be submitted together with the BID Document

## SPECIFIC OFFICE SPACE REQUIREMENTS:

<i>Total surface area</i>	<i>Quantity</i>
Offices space	250 - 300 m <sup>2</sup>

<i>Compulsory offices / facilities</i>	<i>Quantity</i>
Ablutions (males and females)	2 WC, 2 Urinals, 2 Wash basins
Ablutions for disabled as per the SANS 10400 specs	1
Strong room with steel lockable door	1
Parking bays	10

This m2 and other requirements as indicated above are approximate sizes, if the office space that will be offered is different in layout and size, it must be indicated as such on the proposal.

## 9. CONDITIONS:

- Office Location: The office premises should be situated in Kimberley (within the zoned corporate office park, away from retail, Industrial and CBD with accessible public transport system.
- The lease agreement will be for a period of 3 years.

## 10. OFFICE SPACE REQUIREMENTS

The IDT requires approximately 250 - 300 sqm of lettable space as measured by the SAPOA method of measuring and calculating spaces.

- The specified total sqm must include all areas specified on item 9 above.
- It must be in close to public transport system, within a corporate zoned area away from the CBD, industrial and retail outlets.
- The building must be in good and working condition creating a conducive environment;
- Secure and safe environment;
- Accessibility to people with disability; and
- Compliance with the Fire and Safety Regulations as per part T of SANS 10400
- The Building must have suitable facilities such as lights: air-conditioning and a serviced lift if not on the ground floor
- The building must have a 24hour security

## **11. LEASE REQUIREMENTS**

- Lease shall be for a period of 36 month's period from commencement date.
- Grade B Building or higher.
- Easy access to the office by public transport.
- Office premises must be accessible to people living with disability e.g. Wheelchair, as per Part S and part T of SANS 10400
- Fully functional energy efficient air conditioning must be provided in all tendered space
- Fully functional lift if applicable.
- Regulated/controlled vehicular and pedestrian entrance and exit (with guard house)

### **The service provider will be required to:**

- Enter into a lease agreement with the IDT.
- Demonstrate and sustain quick response in terms of complaints with regards structural related issues such as the conditions of the building, roof leakages, structural defects and any building maintenance required etc.
- Have the ability to provide secure and covered parking bays
- It is the Service Provider's responsibility to provide monthly rental and utility bill invoice by the 15th day of each month to be paid end of the month.
- The service provider must be available for an annual review of its services in term of structural challenges etc.

## **12. BID VALIDITY**

The bidder is required to confirm that it will hold its proposal valid for 120 days from the closing of the tender, during which time it will maintain without changing their proposed rates and prices.

### 13. TARRIFS/ DISCOUNT ADJUSTMENTS

The successful bidder must indicate annual escalations adjustments in the bid document if any. Industry range requires between 6% to 8% increase annually. **NB. The increase will only apply from the second year of lease agreement.**

### 14. TRANSACTION / SERVICE FEES

The successful bidder must submit a detailed breakdown of service fees per month. (rental, utility bills, parking, sewerage, refuse removal, rates and taxes). An indication of Value Added Tax (VAT) must be explicitly clear on the fees. The costing structure must be clearly indicated.

### 15. REQUIRED INFORMATION (COMPULSORY / MANDATORY)

MANDATORY (ALL COPIES SUBMITTED MUST BE CERTIFIED)	SUBMITTED	
	YES	NO
Letter of authority by the Legal Entity, authorizing a person dedicated to sign documents on behalf of the bidder, with the exception of sole proprietors		
All bidders must submit full CSD Registration Report		
Fully completed SBD1; SBD 4 and SBD 6.1		
Latest Occupancy Certificate (applicable if the building is new)		
Zoning certificate obtainable from Municipality		
Drawings-Proposed Comprehensive Tenant Layout plans and Site Plans of the accommodation offered must be submitted with the bid.		
NON-MANDATORY (ALL COPIES SUBMITTED MUST BE CERTIFIED)	SUBMITTED	
	YES	NO
CIPC (proof of company ownership)		
SARS pin		
Pictures of the office building in colour include parking, basement if any, the inside of the building		
South African ID copies		



## **16 SHORTLISTED BIDDERS MAY BE REQUIRED TO:**

- 16.1. Make a presentation to the IDT when required to do so;
- 16.2. Demonstrate professionalism in letting management, as well as flexibility in accommodating the IDT's specific needs
- 16.3. Demonstrate and confirm the ability to deal with emergency situations within 24 hours in terms of serious structural defects such as roof leakages, roof tile replacement, blocked toilet, burst water pipes, burst geysers etc.;
- 16.4. Prompt response to all maintenance related issues;
- 16.5. Access control and 24/7 physical security with reputable and experience security company.

## **17. RESPONSIBILITIES OF THE SERVICE PROVIDER**

The shortlisted bidder must arrange relevant site inspection of the property however the IDT reserves the right to conduct such visits in the absence of the successful bidder; this will be noted and collated to a formal snag list and kept for record purposes.

## **18. REQUIRED KNOWLEDGE, SKILL AND EXPERTISE**

- The service provider must have proficient knowledge and experience in the following areas: -
- Knowledge and understanding of corporate office space and cotemporary space planning methodologies;
- Understanding of National Building regulations

## **19. PROCUREMENT APPROACH**

19.1. The required services shall be procured through a Bidding Process, as per the IDT SCM policy and procedures.

19.2. Bids submitted by means of e-mail, facsimile, electronic or similar means shall not be considered. Only bids submitted in hard copies will be accepted.

19.3. Tender submissions will require at a minimum the following:

- Executive summary;
- Approach to property management;
- Indication of technical and support systems;
- Description and breakdown of similar work executed successfully; and
- Tender price for 36 months (clearly outlining the disaggregated costing per activity and sum up to the total price).

19.3.1 Bidders who meet the requirements for submission of mandatory returnable documents may be invited to make presentations to the Bid Evaluation Committee (BEC).

## **20. EVALUATION PROCESS**

- 20.1. Bid/Tender will be evaluated in accordance with the IDT's Supply Chain Management Policy, which conforms to the provisions of the Preferential Procurement Policy Framework Act and its Regulations.
- 20.2. The tender evaluation criteria, in line with the IDT Supply Chain Management Policy, will be as follows: Phase1- Compulsory requirement; Phase 2- Functionality Bidder to score a total of 60 functionality points out of 100: Phase 3-80/20 Preference Point system with be used where 80 points is for price and 20 points is for Specific Goals as cited above. A bidder that scores less than 60% of total functionality points will not be further evaluated.
- 20.3. Preference points for Specific Goals as stipulated in the criteria.
- 20.4. For purposes of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information to substantiate their bid.

## **21. EVALUATION CRITERIA**

The bid will be evaluated on the following three phases:

### **21.1. Phase 1: Responsive criteria**

All bids will be evaluated on the responsive criteria to determine compliance with the following mandatory documents:

- Company profile with a list of current or previous clients serviced by your firm
- Letter of authority by the Legal Entity, authorizing a person dedicated to sign documents on behalf of the bidder, with the exception of sole proprietors
- All bidders must submit full CSD Registration Report
- Fully completed SBD1; SBD 4 and SBD 6.1
- Latest Occupancy Certificate (applicable if the building is new)
- Zoning certificate obtainable from Municipality
- Drawings-Proposed Comprehensive Tenant Layout plans and Site Plans of the accommodation offered must be submitted with the bid.

## 21.2 Phase 2: Functionality Criteria

The functionality criteria will be evaluated as follows:

- Experience of the service provider in the letting industry.

No	Description	Details	Documents To Provide	Sub weight	Total Weight
1	Property Letting and Management Experience		a. Company profile highlighting the skills and experience		20
			<b>Applicable Scoring Values</b>		
			0 – 5 Years of Experience	5	
			6 – 10 Years of Experience	10	
			11 – 15 Years of Experience	15	
			16 – 20 Years of Experience	20	
2	General Office Requirements		The office must be accessible by disabled and conform to SANS 10400 part T and S for the disabled persons.	5	40
			The offices must provide separate ablution facilities for both male and female and make provision for the disabled persons as per part P and Part S of SANS 10400	5	
			The office space required is at least 900 – 1000 square meters and must have at least 30 secured under cover parking bays	15	
			Public transport Drop off no more than 600m away (Bus/Taxi)	5	
			Not within a congestion area, free from walker and street vendors	5	
			Fresh Air AC circulation as per SANS10400:2011 Part O and V	5	
3	Office Space Conditions Electrical /security requirements	Office Space condition	Dedicated Server room 2Hr Fire rated	10	30
			Server Room AC to maintain 18-20°C	5	
			Certificate of Compliance: Electrical (COC)	5	

			Main Electrical Line per power skirting	10	
4	Facilities		Capacity to accommodate the IDT Head Office structure 2 – Very Good 0 – Poor	2	10
			Location of the office regarding accessibility to and from the office 2 – Very Good 0 – Poor	2	
			Storage facilities 2 – Very Good 0 – Poor	2	
			Prospects of changing office space into departments 2 – Very Good 0 – Poor	2	
			Meeting facilities 2 – Very Good 0 – Poor	2	
<b>TOTAL FUNCTIONALITY POINTS</b>					<b>100</b>

**Required Minimum Score = 60**

### 21.3. PHASE 3: Price and Preference

Phase 3 will be evaluated on price and Specific Goals based on the 80/20 preference points system

The maximum points for this tender are allocated as follows:

<b>POINTS</b>		
<b>PRICE</b>	<b>90</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>10</b>	<b>20</b>
<b>TARGETED GROUP</b>		
Women 100% Ownership	3	6
Youth 100% Ownership	3	6
People with Disabilities 100% Ownership	2	4
Black Male 100% Ownership	2	4
<b>Total Points for price and SPECIFIC GOALS</b>	<b>100</b>	<b>100</b>

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

NAME OF BIDDER: .....

BID NO: OFFICELEASE/LIM/02/2023

CLOSING TIME: 17<sup>th</sup> October 2023@12:00

**LEASING OF OFFICE ACCOMMODATION FOR INDEPENDENT DEVELOPMENT TRUST PROVISION OF SUITABLE  
OFFICE SPACE FOR IDT LIMPOPO REGIONAL OFFICE BASED IN LIMPOPO FOR A PERIOD OF 60 MONTHS**

Period	RATE PER	Indicate space offered/ parking bays	% Annual Escalatio n (6% to 8%)	Annual Rental	Total Annual Rental (including VAT)
Square meter					R .....
Parking Bay (Open) (No escalation )					R .....
Parking bay (Covered) (No escalation )					R .....
Year 1 – 1 November 2023 – 31					

October 2024 (Carries over from table above)				R .....	R .....
Year 2- 1 November 2024 – 31 October 2025 (including annual escalation)				R .....	R .....
Year 3 -1 November 2025 – 31 October 2026 (including annual escalation)				R .....	R .....
<b>TOTAL LEASE COST FOR FIVE (3) YEAR PERIOD</b>				<b>R .....</b>	

**NB: TRANSFER THE TOTAL LEASE COST TO THE FORM OFFER AND ACCEPTANCE**

**PLEASE NOTE:**

**Name of the Bidder .....**

**Signature of Bidder: .....**

- Please fill in the amounts including VAT clearly and legibly.
- Only firm prices will be accepted.
- The above Transaction fees will be used for purposes of evaluation and contracting.
- Volumes shown above are only estimates based on a 36 **months'** period.
- No minimum or maximum volumes or values of work/ transactions are guaranteed during the contract period.
- Bid Validity - The offer must be valid for 90 days from the closing date of the bid.
- OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID

## 21.4. PREFERENCE POINT SYSTEM

The formula below will be used to calculate the preference procurement points for price:

$$\begin{array}{c|c} \text{R30,000 - R50 million} & \text{R50 million+} \\ \hline P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

$P_s$  = Points scored for price of tender under consideration;

$P_t$  = Price of tender under consideration; and

$P_{\min}$  = Price of lowest acceptable tender.

## **22. ADDITIONAL CONDITIONS**

22.1. The information contained in this document are of a confidential nature and should only be used for bidding for this tender.

22.2. In addition to the information contained herein, the appointed Bidder will be required to sign special conditions of contract with the IDT.

22.3. Bids submitted must be in line with detailed specification. Failure to bid accordingly will result in the disqualification of bids.

22.4. Bidders are requested to bid for the complete tender and not part thereof, incomplete bids will be disqualified.

22.5. The IDT reserves the right to award the bid to one service provider

22.6. Bidders are required to quote per item and show a complete price breakdown where necessary, failure to do so may disqualify the bid.

22.7. All prices quoted must be fully inclusive of all costs and Value Added Tax.

No additional costs other than agreed amounts will be paid by IDT.

22.8. Bidders might be subject to security assessment at the discretion of IDT.

## 23. GENERAL

- No alterations in correctional fluid are allowed.
- All certified documents must be certified not older than 6 months.
- All bids must be signed in ink by the duly authorized representative of the bidding entity.
- The IDT is not obliged to accept the highest point scoring bid.
- The successful company will sign the following for full appointment: - ☐ Original Contract between IDT and the service provider; and ☐ No-Disclosure Agreement.

## 24. Lease Agreement

Successful bidder will be required to enter into a valid lease agreement for 60months.

- Bidders are required to submit one (1) originals copies of their bid including SBD (1, 4& 6.1).

## 25. DELIVERY ADDRESS

The Tender shall be submitted as original, failure to comply will result in disqualification of the tender. The tender document must be divided as follows:

- a) Returnable documents.
- b) Proposal.
- c) Financial / pricing information

**Bid documents to be placed in the IDT tender box** located in the reception area of our (Regional office at Old Magistrate Building, 21-23 Market Square, Kimberley, Northern Cape Province. It should be placed on or before the closing date.

***NO LATE BIDS WILL BE CONSIDERED OR ACCEPTED***

## 26. CLOSING DATE

This Tender closes on 17<sup>th</sup> October 2023 at 12h00.

## 27. CONTACT PERSON

Further enquiries can be directed in writing to Mr. Boipelo Koloti

Email: [boipelokidt.org.za](mailto:boipelokidt.org.za)



## 28. IDT's RESERVATION OF RIGHTS

- IDT reserves the right to conduct further procurement assessment or negotiation processes.
- IDT reserves the right to subject Tenderers and their facilities to assessment as part of the evaluation process or as a condition to contract award.
- IDT reserves the right not to evaluate and/or consider any tender that does not comply strictly with the requirements as set out in this tender and/or which does not meet one or more of the pre-requisites.
- IDT further reserves the right to make a decision on contract award based solely on the information received in response to this tender.
- IDT reserves the right to cancel or withdraw this tender.

## STANDARD CONDITIONS OF TENDER

### 1 GENERAL

#### Actions

1. The Independent Development Trust, Independent Development Trust's *Representative* and each *tenderer* submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost effective.  
The Conditions of Tender and the Tender Data shall not form part of any contract arising from this invitation to tender.

#### Communication

2. Each communication between the Independent Development Trust and a *tenderer* shall be to or from Independent Development Trust's *Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. *The* Independent Development Trust takes no responsibility for non-receipt of communications from or by a *tenderer*.

#### Independent Development Trust's rights to accept or reject any tender

3. The Independent Development Trust may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The Independent Development Trust or Independent Development Trust's *Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. The Independent Development Trust reserves the right to accept the whole of any part of any tender.

4. After the cancellation of the tender process or the rejection of all tenders the Independent Development Trust may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

## 2 TENDERER'S OBLIGATIONS

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

<b>Eligibility</b>	1	Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Evaluation Criteria.
<b>Cost of tendering</b>	2	Accept that the Independent Development Trust will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.
<b>Check documents</b>	3	Check the <i>tender documents</i> on receipt, including pages within them, and notify the Independent Development Trust's <i>Representative</i> of any discrepancy or omissions.
<b>Copyright of documents</b>	4	Use and copy the documents provided by the Independent Development Trust only for the purpose of preparing and submitting a tender in response to this invitation.
<b>Standardised specifications and other publications</b>	5	Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.
<b>Site visit and / or clarification meeting</b>	6	Attend a site visit and/or clarification briefing meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. Details of the meeting are stated in the Tender Advert.
<b>Seek clarification</b>	7	Request clarification of the <i>tender documents</i> , if necessary, by notifying Independent Development Trust's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .

**Pricing the tender**

- 8 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *tenderer*. Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.
- 9 Show Value Added Tax (VAT) payable by Independent Development Trust separately as an addition to the tendered total of the prices.
- 10 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- 11 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Tender Data. The selected *conditions of contract* may provide for part payment in other currencies.

**Alterations to documents**

- 12 Not make any alterations or additions to the *tender documents*, except to comply with instructions issued by the Independent Development Trust's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.

**Submitting a tender**

- 13 Submit a tender for providing the whole of the works, services or supply identified in the Terms of Reference unless stated otherwise as an additional condition.
- 14 Submit the tender as an original plus and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
- 15 Sign the original and all copies of the tender where indicated. Independent Development Trust will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 16 Accept that Independent Development Trust will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

Where tenders are sent via courier, Independent Development Trust takes no responsibility for tenders delivered to any other site than the tender office.

Independent Development Trust employees are not permitted to deposit a tender into the Independent Development Trust tender box on behalf of a tenderer.

- |   |    |  |
|---|----|--|
| <b>Closing time</b>                             | 17 | Ensure that Independent Development Trust has received the tender at the address and in the tender box.  |
|   | 18 | Accept that, if Independent Development Trust extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.   |
| <b>Tender validity</b>                          | 19 | Hold the tender(s) valid for acceptance by Independent Development Trust at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .   |
|   | 20 | Extend the <i>validity period</i> for a specified additional period if Independent Development Trust requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent Independent Development Trust may allow for the effects of inflation over the additional period.  |
| <b>Clarification of tender after submission</b> | 21 | Provide clarification of a tender in response to a request to do so from Independent Development Trust's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by Independent Development Trust's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by Independent Development Trust's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| <b>Submit bonds, policies etc.</b>              | 22 | If instructed by Independent Development Trust's <i>Representative</i> (before the formation of a contract), submit for Independent Development Trust's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .  |

- 23 Undertake to check the final draft of the contract provided by Independent Development Trust's *Representative*, and sign the contract all within the time required by these Conditions of Tender.  
The Independent Development Trust to sign and issue the contract.
- Fulfil BEE requirements** 24 Comply with Independent Development Trust's requirements regarding B-BBEE, Youth-owned, Disabled-owned and Black Women-owned Suppliers.

### 3 INDEPENDENT DEVELOPMENT TRUST'S UNDERTAKINGS

Independent Development Trust, and Independent Development Trust's *Representative*, shall:

- Respond to clarification** 1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *tenderers*.
- Issue Addenda** 2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents*. If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, Independent Development Trust may grant such an extension and Independent Development Trust's *Representative* shall notify to all tenderers of the extension.
- Return late tenders** 3 Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.
- Tender opening** 4 Open the tenders in the presence of the *tenderers'* representatives who choose to attend at the time and place stated in the Tender Data.
- Non-disclosure** 5 Not disclose to *tenderers*, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
- Grounds for rejection** 6 Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.

<b>Disqualification</b>	7	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement, gift or bribe to any person with a view to influencing the placing of a contract arising from this invitation to tender. Such tenderer may be restricted from doing business with the IDT and/or the State.
<b>Test for responsiveness</b>	8	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• Is responsive to the requirements of the <i>tender documents</i>.</li> </ul>
	9	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in Independent Development Trust's opinion would: <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change Independent Development Trust's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	Reject a non-responsive tender.
<b>Arithmetical errors</b>	11	Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).

<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the Evaluation Criteria. The evaluated tender price will be disclosed only to the relevant Independent Development Trust tender committee and will not be disclosed to <i>tenderers</i> or any other person.
<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	15	Notify the Independent Development Trust's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between Independent Development Trust and the successful <i>tenderer</i> .
<b>Notice to unsuccessful tenderers</b>	16	After the successful <i>tenderer</i> has acknowledged Independent Development Trust's notice of acceptance, unsuccessful tenderers must consider their tenders unsuccessful if not contacted within the expiry of the validity period.
<b>Prepare contract documents</b>	17	Revise the contract documents issued by Independent Development Trust as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnable</i>, and</li> <li>• Other revisions agreed between Independent Development Trust and the successful <i>tenderer</i>, before the issue of the Independent Development Trust's notice of acceptance (of the tender).</li> </ul>
<b>Sign Contract</b>	18	Arrange for authorised signatories of both parties to complete and sign the original contract. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
<b>Provide copies of the contracts</b>	19	Provide to the successful <i>tenderer</i> one of copy of the contract of the date of Independent Development Trust's acceptance of the tender.

## GENERAL CONDITIONS OF CONTRACT

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## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods
- 1.12 on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
- 1.13 1.12" Force majeure" means an event beyond the control of the supplier and
- 1.14 not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.15 "Fraudulent practice" means a misrepresentation of facts in order to
- 1.16 influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.17 "GCC" means the General Conditions of Contract.
- 1.18 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.19 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.20 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.21 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.22 "Project site," where applicable, means the place indicated in bidding documents.
- 1.23 "Purchaser" means the organization purchasing the goods.
- 1.24 "Republic" means the Republic of South Africa.

1.25 “SCC” means the Special Conditions of Contract.

1.26 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.

1.27 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

**3.2 The IDT will develop Special Conditions of Contract for the appointed bidder.**

## **4. Standards**

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information, inspection.**

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the

contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

## **6. Patent rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's

performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

## **11. Insurance**

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

## **12. Transportation**

12.1 Should a price other than an all-inclusive delivered price be required this shall be specified in the SCC.

## **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (06) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

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

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

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

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

## **19. Assignment**

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.



## **21. Delays in the supplier's performance**

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

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

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

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

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

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

## **22. Penalties**

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each

day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

## **23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such antidumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the

purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of

production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

**31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

## **32. Taxes and duties**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

# ANNEXURES

**SBD 1, 4 and 6.1,**

**Must be fully completed and signed**

**SBD 1**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST</b>					
BID NUMBER:	OFFICELEASE/NC/08/2023	CLOSING DATE:	17 October 2023	CLOSING TIME:	12h00
DESCRIPTION	BID FOR THE LEASING OF SUITABLE OFFICE SPACE FOR THE IDT NORTHERN CAPE REGIONAL OFFICE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
IDT NC Regional Office					
21 -23 Old Magistrate Court, Market Square					
Kimberley					
8301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Tsaone Mahura		CONTACT PERSON	Boipelo Koloti	
TELEPHONE NUMBER	082 292 1627		TELEPHONE NUMBER	071 892 1242	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	tsaones@idt.org.za		E-MAIL ADDRESS	boipelok@idt.org.za	
<b>SUPPLIER INFORMATION</b>					
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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>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.</b></p>	

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a>.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

**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: .....

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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.

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<sup>2</sup> 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.

- 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

## 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**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The **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
<b>PRICE</b>	
<b>SPECIFIC GOALS</b>	
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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:

**80/20                      or                      90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = 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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Women Ownership	6	
Youth Ownership	6	
People with disabilities ownership	4	
Black male ownership	4	

#### **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:**.....

.....

.....

.....