SOUTH AFRICA

REFERENCE: IEC/GP-02/2023 **CLOSING DATE: 14 AUGUST 2023**

ENQUIRIES
TECHNICAL SPECIFICATIONS: Tebogo Tivane/Matshaba Makamu
Tel: 012 622 5766/5700 or eMail: tivanet@elections.org.za/makamum@elections.org.za

ADMINISTRATIVE ENQUIRIES: Mr Vincent Qwabe
Tel: (012) 622-5576 / (012) 622-5700

TENDER IEC/GP-02/2023
SERVICE DESCRIPTION: OFFICE ACCOMMODATION FOR GAUTENG PROVINCIAL OFFICE

Kindly furnish the Electoral Commission with a bid for the office accommodation for Gauteng as per this tender document.

The conditions contained in the Electoral Commission's supply chain management (SCM) policy documents, preferential procurement policy documents and all other conditins stated in this tender, will apply to your submission.

This tender, as formulated, contains the relevant Electoral Commission's bid documents/forms that must be completed.

A tender briefing will be held at 11:00 on 26 July 2023 at the Electoral Commission's national office situated at:

1st Floor, Old Trafford 4

The Isle of Houghton

Houghton Estate

36 Boundary Road

Parktown, Johannesburg

Kindly submit your bid by completing the relevant forms and deposit the bid in the tender box at the Electoral Commission's address before the closing date and time as specified on page two (2).

The Electoral Commission takes no responsibility for any late bids, whatever the reason may be.

Yours sincerely

SUPPLY CHAIN MANAGEMENT

TENDER NUMBER: IEC/GP-02/2023
SERVICE DESCRIPTION: OFFICE ACCOMMODATION FOR GAUTENG PROVINCIAL OFFICE

CLOSING TIME: 11:00 **CLOSING DATE: 14 AUGUST 2023**

YOU ARE HEREBY INVITED TO SUBMIT A BID TO THE ELECTORAL COMMISSION OF THE REPUBLIC OF SOUTH AFRICA.

THIS TENDER DOCUMENT MUST BE COMPLETED AND ALL APPLICABLE PAGES RETURNED AS PART OF YOUR BID SUBMISSION - DO NOT RETYPE OR SUBSTITUTE THE PAGES OF THE TENDER DOCUMENT IN ANY OTHER FORM.

ALL TENDER FORMS (***PAGE 2 THROUGH TO*** **PAGE 48**) MUST BE COMPLETED AND SIGNED IN ORIGINAL INK. THE BIDDER IS HOWEVER NOT REQUIRED TO FILL IN THE TENDER EVALUATION CRITERIA. FORMS WITH PHOTOCOPIED SIGNATURES/ INITIALS OR ANY OTHER SUCH REPRODUCTION OF DETAIL WILL BE REJECTED, RESULTING IN THE TENDER BEING DISQUALIFIED***.***

SUBMIT YOUR BID IN A SEPARATE SEALED ENVELOPE OR SUITABLE CONTAINER IF NECESSARY AND WRITE YOUR COMPANY NAME AS WELL AS THIS TENDER REFERENCE NUMBER **(IEC/GP-02/2023)** ON THE ENVELOPE/ CONTAINER.

TENDERERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS AND PLACED IN THE TENDER BOX. BID SUBMISSIONS MUST ONLY BE DEPOSITED IN THE TENDER BOX(ES) WHICH ARE IDENTIFIED AS TENDER BOX(ES) OF THE ELECTORAL COMMISSION.

TENDER SUBMISIONS MUST BE SUBMITTED BY NO LATER THAN THE CLOSING DATE AND TIME IN THE TENDER BOX SITUATED AT:

1st Floor, Old Trafford 4

The Isle of Houghton

Houghton Estate

36 Boundary Road

Parktown, Johannesburg

THE TENDER BOX WILL BE OPEN DURING OFFICE HOURS.

BIDS SUBMITTED IN THE INCORRECT TENDER BOX(ES) OF THE ELECTORAL COMMISSION, AND NOT IN THE BOX STIPULATED ABOVE WILL NOT BE CONSIDERED.

BIDS, AS A WHOLE OR IN PART, RECEIVED AFTER THE CLOSING DATE AND TIME ARE LATE AND WILL NOT BE ACCEPTED FOR CONSIDERATION. LATE BIDS ARE RECORDED BUT SET ASIDE.

ONLY BIDS SUBMITTED IN THE CORRECT TENDER BOX(ES) AS SPECIFIED IN THE TENDER DOCUMENT OF THE ELECTORAL COMMISSION SHALL BE ACCEPTED. BIDS SUBMITTED IN THE ADDRESS NOT SPECIFIED IN THE TENDER DOCUMENT, BY TELEGRAM, FACSIMILE, POST OR BY ELECTRONIC MEANS SUCH AS eMAIL WILL NOT BE ACCEPTED FOR CONSIDERATION.

THE ELECTORAL COMMISSION WILL PUBLISH THE AWARD OF THIS TENDER IN ACCORDNACE WITH STATUTORY REQUIREMENTS AS REQUIRED. TENDERERS SHOULD NOTE THE AWARD OF THE TENDER AS PUBLISHED. NO GENERAL NOTICES TO UNSUCCESSFUL BIDDERS WILL BE ISSUED.

THE ELECTORAL COMMISSION GENERALLY DOES NOT ISSUE LETTERS OF APPOINTMENT. SUCCESSFUL BIDDERS WILL BE REQUIRED TO SIGN A SERVICE LEVEL AGREEMENT, AND/ OR WILL BE ISSUED WITH AN OFFICIAL PURCHASE ORDER AS MAY BE APPLICABLE WHICH REPRESENTS THE 'CONTRACT' BETWEEN THE TWO PARTIES CONCERNED.

BACKGROUND

The Electoral Commission is a permanent body established in terms of Chapter 9 of the Constitution of the Republic of South Africa and the Electoral Commission Act 51 of 1996. It is responsible for managing and administering all elections and promoting and safeguarding democracy in South Africa. Although publicly funded and accountable to Parliament, the Electoral Commission is independent of government.

In terms of Section 190 of the Constitution of the Republic of South Africa (Act 108 of 1996), the Electoral Commission must -

- Manage elections of national, provincial and municipal legislative bodies;
- Ensure that those elections are free and fair;
- Declare the results of those elections; and
- Compile and maintain a voters' roll.

Duties of the Electoral Commission as stated in Section 5 of the Electoral Commission Act require that the Electoral Commission:

- Compile and maintain a register of parties;
- Undertake and promote research into electoral matters;
- Develop and promote the development of electoral expertise and technology in all spheres of government;
- Continuously review electoral laws and proposed electoral laws, and make recommendations;
- Promote voter education;
- Declare the results of elections for national, provincial and municipal legislative bodies within seven (7) days of those elections; and
- Appoint appropriate resources in any sphere of government to conduct elections when necessary.

The Electoral Commission currently operates in approximately 270 municipal electoral offices, nine (9) provincial offices and ten (10) warehouses at national and provincial level.

GENERAL TENDER CONDITIONS

1. These conditions form part of the tender and failure to comply with these may invalidate a bid.
2. The following definitions shall apply:
   - (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
   - (b) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;
   - (c) "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
   - (d) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations and advertised competitive bidding processes;
   - (e) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); together with the Broad-Based Black Economic Empowerment Amendment Act, 2013 (Act No. 46 of 2013)
   - (f) "comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration;
   - (g) "consortium or joint venture" 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;
   - (h) "contract" means the agreement (including a service level agreement) that results from the acceptance of a bid by the Electoral Commission;
   - (i) "EME" means any exempted micro enterprise with an annual total revenue that is less than the prescribed threshold value;
   - (j) "firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
   - (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
   - (l) "non-firm prices" means all prices other than "firm" prices;
   - (m) "person" includes a juristic person;
   - (n) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable duties and taxes;
   - (o) "service provider" means any individual or entity that is contracted by the Electoral Commission to render goods or services.
   - (p) "specific goal" means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act, 2000

(q) "state" means any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act (the PFMA), 1999 (Act No. 1 of 1999), any municipality or municipal entity, provincial legislature, National Assembly or the National Council of provinces; or Parliament;

(r) "sub-contract" means the primary bidder/contractor's assigning, leasing, making out work to, or employing, another person to support such primary bidder/contractor in the execution of part of a project in terms of the SLA/contract.

In the event that the primary contractor/bidder is purchasing or renting goods from another entity for the purposes of rendering the services required in respect of this tender the latter shall be deemed not to be a 'sub-contractor'; and

(s) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007; and

(t) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

3. The tender forms are drafted to ensure that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire/s (where applicable) or in a separate annexure/s.

4. The tender forms shall not be retyped or redrafted but photocopies may be prepared and used. All photocopied pages must, however, be completed and signed/initialled in original ink as stipulated.

5. Additional offers may be made for any item in response to this tender but only on a photocopy of the applicable page/s. Additional offers made in any other manner may be disregarded.

6. Tenders will not be qualified by the tenderer's own conditions of tender. Failure to comply with this requirement shall invalidate the bid.

7. Failure on the part of the tenderer to *sign/initial all applicable pages* of this tender form and thus to acknowledge and accept the conditions in writing shall invalidate the bid submission.

8. Failure on the part of the tenderer to complete the attached forms, questionnaires and specifications document in all respects may invalidate the bid submission. Failure to complete mandatory forms/schedules shall invalidate the bid submission.

9. All changes/ alterations in the tender document should be signed/initialled. Failure on the part of the tenderer to sign/initial any alterations and/or corrections made to information provided in this tender form may invalidate the tender submission.

10. No correction fluid/tape or similar products will be allowed and the use thereof on any page of the tender document may invalidate your bid submission.

11. Any changes/ alterations to pricing that are not signed/ initialled are considered material, and shall invalidate the bid submission. Correction fluid/tape or similar products will not be allowed to amend prices and the use thereof shall invalidate the bid submission.

12. Information/detail provided on completed tender forms must be legible and ink must be used. Tender forms completed and signed mechanically, e.g. by means of a typewriter/computer or a signature/initial by means of a stamp are deemed to have been completed in original ink. Pencil must not be used as it shall lead to the disqualification of the bid submission.

13. Tenderers shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated. Incomplete bid submissions (i.e. with missing pages) shall be disqualified.

14. Tender prices must be all inclusive, including VAT in respect of all vendors registered for VAT purposes. Non-VAT registered bidder shall not charge nor be eligible for the payment of VAT.

15. Tender prices for supplies in respect of which installation/ erection/ assembly is a requirement, shall include ALL costs inclusive of VAT on a basis of delivered on site as specified.

16. The Electoral Commission shall only accept bids at prices that are market related. In the event that a bid is deemed to not be market related the Electoral Commission reserves the right to negotiate prices in accordance with the provisions of the SCM policy in order to achieve a market related price or cancel the tender altogether.

17. National Treasury has placed an obligation on all bidders that intend doing business with government to register on its Central Supplier Database (CSD). The Electoral Commission will not contract any tenderer that is not registered on the CSD.

18. It is an absolute requirement that the tax affairs of the successful tenderer must be in order.

19. An entity's tax compliance status is indicated on the Central Supplier Database (CSD). The Electoral Commission will only contract tenderers whose tax status is compliant. This means that if a tenderer has a non-compliant tax status before the award is completed the bid will be disqualified if that tenderer's tax affairs remains non-compliant as per the provisions of National Treasury Instruction 9 of 2017/2018. It remains the bidder's responsibility to ensure that their taxes are in order, remain in order and that this is reflected on the CSD. The bidder must also ensure that all sub-contractors (if applicable) are tax compliant.

20. Bids must be submitted based on firm tender prices and delivery periods, unless otherwise stated in the bid specifications. Consequently, tenderers must clearly state whether prices and delivery periods will remain firm for the duration of the SLA/contract or not.

21. When the SLA/contract is awarded on the basis of firm prices, contract prices may be adjusted during the contract period only if:

    (a) customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation; or

    (b) any such duty, levy or tax is legally changed or abolished; and

    (c) the onus of proof of the effect of such events is placed upon the tenderer.

22. If non-firm prices are provided for in the bid specifications, the following rules shall apply:

    (a) In respect of any factors which demonstrably have an influence on the production cost of the supplies or the cost of rendering the services which have been tendered on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the tender price, in addition to those provided for.

    (b) Where the tenderer is the manufacturer of the supplies or the provider of the service, or where he/she/they is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed shall be produced on demand.

    (c) As an alternative, the bidder may specify a formula in the bid submission for the purpose of adjusting prices in accordance with published indices.

    (d) Where the tenderer is not the provider of the service, or where he/she/they is not the accredited agent of the provider, any price adjustment shall be based on the increase or reduction to the tenderer in the net cost of the supplies on which the tender price was based. When any such increase or reduction in costs occurs, the tenderer shall submit copies of the quotation or price list with reference to which the tender price as calculated, as well as the revised quotation or price list on which the claim is based.

23. Where prices are subject to exchange rate fluctuations, tenderers must take that factor into account when bidding and, where necessary, should ensure that they have taken the necessary forward cover to provide for possible price increases. When applicable, specific detail to this effect should be included in the bid submission.

24. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

25. Unconditional discounts offered by any tenderer as part of their bid submission may be considered by the Electoral Commission at its sole discretion in the bid adjudication process. Any other discounts offered by any tenderer will be taken into consideration for payment purposes.

26. The bid specifications form an integral part of the tender document and tenderers shall indicate in the space/s provided whether the specific goods and/or services offered are according to specification or not.

27. In cases where the goods and/or services offered are not according to specification, the deviations from the specifications must be indicated. Specifications may not, however, be changed on the tender forms provided as that shall invalidate a bid submission.

28. Unless specifically provided for in the tender document, no bids transmitted by facsimile or email will be considered.

29. Tenderers are requested to promote local content as far as possible.

30. A service level agreement (SLA/contract) shall be entered into with the successful tenderer.

31. Unless otherwise stipulated, all tools/equipment needed must be supplied by the successful tenderer.

32. Any tenderer found to be influencing the tender adjudication process shall be automatically disqualified and not accepted for consideration.

33. In accordance with the Electoral Commission's policy, the Electoral Commission reserves the right to procure goods/services outside of the SLA/contract if, *inter alia*, an emergency arises; the service provider's point of supply is not situated at or near the place where services are required or, if the service provider's services are not readily available.

34. The Electoral Commission reserves the right to negotiate the extension of the SLA/contract at its sole discretion with due regard to any statutory provisions imposed by National Treasury at the time of considering such extension.

35. The Electoral Commission may, at its sole discretion, resolve to procure lesser or additional goods/services as provided through the tender should the need arise. Any such change in the scope of services shall be negotiated with the successful tenderer if and when relevant with due regard to any statutory provisions imposed by National Treasury at the time of considering such.

36. Bid submissions received by the Electoral Commission and bid evaluation, assessment and adjudication reports that may contain sensitive information relating to any specific bids are not available for perusal by the public.

37. All information supplied by the Electoral Commission will be in the strictest confidence and will remain the proprietary information of the Electoral Commission. No tenderer will be permitted to disclose any such information to any third party without the prior express consent and/or written authority and/or consent of the Electoral Commission.

38. Should the tenderer fail to comply with any of the conditions of the SLA/contract, the Electoral Commission shall be entitled, without prejudice to any of its other rights, to:

    (a) arrange for the alternative execution of the service/s not rendered or not in conformity with the specifications of the SLA/contract; and

(b) recover all costs, losses or damages it has incurred or suffered as a result of the tenderer's conduct; or

(c) cancel the SLA/contract and claim any damages which it has suffered as a result of having to make less favourable arrangement due to such cancellation.

39. All acquisitions for goods and/or services made by the Electoral Commission are subject to the following conditions:

(a) No variations from the terms and conditions herein contained, and no contrary stipulation by the tenderer shall be valid and binding unless confirmed by the Electoral Commission in writing.

(b) The Electoral Commission reserves the right to cancel any order if delivery is not made in due time and the tenderer will not be entitled to any cancellation fees.

(c) Part deliveries will only be accepted on prior arrangement with the Electoral Commission.

(d) If delivery is not met as per agreement, the Electoral Commission reserves the right to cancel the outstanding delivery, and recover all costs, losses or damages it has incurred or suffered as a result of the tenderer's conduct.

(e) No price adjustments shall be accepted unless stipulated in the tender document received and agreed to by the Electoral Commission. The tenderer will be obliged to sell at tendered prices.

(f) The award of the tender may be subjected to the negotiation of a market-related price with a bidder in accordance with the provisions of the SCM policy.

(g) The Electoral Commission shall not be responsible for any risk in relation to the goods before delivery.

(h) The Electoral Commission shall not be obliged to pay for any goods with any deviation from the agreed specification and quality.

(i) The Electoral Commission shall be entitled to return any goods with defects or deviations from the agreed specification without consent from the tenderer.

(j) The service provider shall submit a valid tax invoice where the service provider is VAT registered, or a valid invoice if the service provider is not VAT registered, conforming to tax law requirements, to the Electoral Commission. The invoice amount shall correspond with the order amount and shall be VAT inclusive, where applicable.

(k) Details provided on invoices issued to the Electoral Commission must correspond to the details of the service provider as registered on the Central Supplier Database (CSD). It remains the service provider's responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to the bidder.

(l) Payment shall be effected within 30 days of receipt of a valid invoice/s together with a statement of the Electoral Commission's account, unless a dispute arises in respect of such invoice/s. Every effort shall be made to take advantage of special discounts.

(m) To avoid unnecessary delays in payment, it remains the tenderer's responsibility to ensure that banking details are correct and validated on the Central Supplier Database (CSD). The Electoral Commission will not be liable for interest accrued on overdue accounts where the tenderer has not resolved their incorrect banking details on the CSD.

40. No damages shall be claimable by the Electoral Commission in respect of any reasonable period of delay which the tenderer can prove to the satisfaction of the Electoral Commission to be directly due to unforeseen events and/or any *force majeure*.

41. If the execution of any SLA/contract entered into is likely to be delayed or is in fact being delayed on account of any reason, full particulars of the circumstances shall be immediately reported in

writing to the contact person stated in the service level agreement (SLA/contract), and at the same time the service provider shall indicate the extension of the delivery/completion period which will then be required.

42. If information required in respect of any item in the tender document cannot be adequately inserted in the space provided, additional information may be provided on a separate sheet of paper with a clear and accurate reference to the item and page of the tender document.

43. Tenderers may, at the discretion of the Electoral Commission, be requested to submit samples or prototypes, make presentations and/or written submissions in order for the Electoral Commission to assess compliance with tender conditions and specifications.

44. Scoring in respect of this tender will be based on the provisions of the Preferential Procurement Policy Framework Act, 2000 (PPPFA) and Preferential Procurement Regulations, 2022. Only valid B-BBEE status level certificates, CIPC B-BBEE certificates or B-BBEE affidavits are acceptable, and these will be subject to verification and validation.

45. The following preference point systems are applicable to bids of the Electoral Commission:

    (a) the 80/20 system for goods and/or services with a Rand value equal to or below R50,000,000 (all applicable taxes included);

    (b) the 90/10 system for goods and/or services with a Rand value above R50,000,000 (all applicable taxes included); and

    (c) if it is unclear which preference point system will be applicable, then either the 80/20 or the 90/10 preference point system will apply and the lowest acceptable bid will be used to determine the applicable preference point system.

46. **The value of this tender is estimated to not exceed R50,000,000 (all applicable taxes included) and therefore the 80/20 scoring system shall be applicable.**

47. Preference points for this bid shall be awarded for:

    (a) Price (80 or 90 as applicable); and

    (b) Specific goal(s) (a maximum of 20 or 10 as applicable).

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

80/20 or 90/10 $Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$ or $Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$

Where
Ps = Points scored for price of bid under consideration
Pt = Price of bid under consideration
Pmin = Price of lowest acceptable bid

49. In terms of Regulation 3(*b*) of the Preferential Procurement Regulations, 2022 preference points must be awarded to a tenderer for specific goal(s) in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points 80/20	Number of Points 90/10
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3

7	4	2
8	2	1
Non-compliant contributor	0	0

50. Tenderers who qualify as exempted micro enterprises (EMEs) in terms of the B-BBEE Act and its codes must submit a CIPC B-BBEE certificate or B-BBEE sworn affidavit (with the exception of sector codes).

    (a) For EMEs falling under a sector charter, the tenderer must submit a B-BBEE document in compliance with the applicable sector code.

51. Tenderers who qualify as qualifying small enterprises (QSEs) in terms of the B-BBEE Act and its codes must submit a B-BBEE sworn affidavit or B-BBEE status level certificate as applicable.

    (a) QSEs with at least 51% black ownership must submit a B-BBEE QSE sworn affidavit.

    (b) QSEs with 50% or less black ownership must submit their valid B-BBEE status level certificate, issued by a Verification Agency accredited by South African Accreditation System (SANAS) substantiating their B-BBEE claims. A black-owned QSE may be measured in terms of the QSE scorecard should it so choose and therefore may also provide a valid B-BBEE status level certificate issued by a Verification Agency accredited by SANAS substantiating their B-BBEE claims.

52. Tenderers other than EMEs or QSEs must submit their valid B-BBEE status level certificate issued by a Verification Agency accredited by South African Accreditation System (SANAS), substantiating their B-BBEE claim.

53. Failure on the part of a tenderer to submit a sworn affidavit, or a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) together with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

54. In order to validate the credibility of the information recorded on the B-BBEE verification certificate, sworn affidavit or CIPC B-BBEE certificate the Electoral Commission requires all applicable supporting documents.

55. An incorporated joint venture will qualify for points for its B-BBEE status level as a legal entity, provided that the entity submits its B-BBEE status level certificate.

56. A trust, consortium or unincorporated joint venture will qualify for points for its B-BBEE status level as an unincorporated entity, provided that the entity submits its consolidated B-BBEE status level certificate as if it were a group structure and that such a consolidated B-BBEE status level certificate is prepared for every separate bid.

57. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialised scorecard contained in the B-BBEE Codes of Good Practice.

58. Start-ups that are EMEs but wish to tender for contracts of R10 million in value or above, must be verified using the QSE scorecard. For tenders of R50 million in value or above start-ups must be verified using the generic scorecard.

59. A person will not be awarded points specific goals if it is indicated in the bid document that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for.

60. A person awarded a SLA/contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned.

61. The Electoral Commission reserves the right to require of a tenderer, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preference points,

in any manner required by the Electoral Commission. In the event that no response is received from the issuer of the certificate after 48 hours or the tenderer, no specific goal points will be allocated in the final scoring.

62. A tenderer who's bid is acceptable will be awarded a contract based on lowest acceptable bid, which is market related, subject to section 2(1)(*f*) of the PPPFA, in addition to complying with all the other requirements, such as, meeting the technical specifications and satisfying the Electoral Commission's due diligence audit requirements which entails confirmation of the bidder's capacity, capability and ability to render the goods/services in accordance with the tender conditions/ specifications.

63. Points scored will be rounded off to the nearest 2 decimal places.

64. In the event that two or more bids have scored equal total points, the successful bid will be the one scoring the highest number of points for specific goals.

65. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

66. Any legal person may make an offer or offers in terms of this invitation to bid.

67. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/ her authorised representative declare his/ her position in relation to the evaluating/ adjudicating authority, where:

    (a) the tenderer is employed by the state; and/or

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

68. The Public Service Administration Management Act 11 of 2014 prohibits public servants from conducting business with the state or being a director of a public or private company that conducts business with the state. This Act will take effect on a date still to be determined by the President. Should your bid be submitted on a date after such determination by the President, you may be disqualified in terms of this Act.

69. The Electoral Commission may cancel the tender for reasons that may include *inter alia*:

    (a) Changed circumstances – There is no longer a need for the goods/services.

    (b) Funds are no longer available to cover the total envisaged expenditure.

    (c) No acceptable bid is received.

    (d) There is a material irregularity in the tender process.

    (e) If the price offered by a tenderer scoring the highest points is not market-related.

70. This bid is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2022, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

BID SUBMISSION

This standard bidding document must be completed by the tenderer and forms part of all bids.

In the case of a consortium or joint venture, every member of the consortium or joint venture must complete the questionnaire.

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s each subcontractor must complete the mandatory tender forms (pages 14 to 23).

Separate forms must be used in each case.

Failure to complete and sign/initial all pages of this document in original ink shall invalidate your bid.

Where space provided is insufficient, annexes must be submitted with the relevant information.

False documents and/or the omission of information may invalidate your bid.

The form serves as a declaration to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

Any bid may be disregarded if the tenderer or any of its directors or shareholders has:

- abused the Electoral Commission's supply chain management system;
- committed fraud or any other improper conduct in relation to such system; or
- failed to perform on any previous contract.

Prospective tenderers must register on the National Treasury Central Supplier Database (CSD) prior to submitting their bids. Failure to register on the CSD shall invalidate your tender.

A tenderers tax affairs must be in order to be considered in the adjudication of this tender. A tenderer's tax compliance status is reflected on the national treasury central supplier database (CSD).

A tenderer's tax compliance status shall apply as it was at the time of the award of the tender. The tender shall only be awarded to a tenderer that is tax compliant. The electoral commission verifies tax status against the CSD. Any bid with a non-compliant tax status shall be rejected at the time of the award of the tender. Tax non-compliant tenderers are, therefore, encouraged to continuously monitor their tax compliance status on the CSD and must ensure that their status reflects as tax compliant. tenderers must resolve any pending tax issues with SARS timeously as it takes time for status changes to be effected from the SARS Tax Compliance System (TCS) to the CSD.

Although not all the information requested hereunder might be relevant to the specific requirements of this tender, you are requested to complete the document with as much relevant detail as possible.

The information may be used during the bid evaluation process of the tender.

TENDER QUESTIONNAIRE

Important note: Where more space is required for additional information please use photocopies of the applicable page/s. However, all pages **must** be completed and signed in original ink.

1. Name of business entity (tenderer): ……
2. Company CIPC registration number (if applicable):..……..……...
3. Central Supplier Database (CSD) registration number:

M	A	A	A							

Your unique registration number as provided above will be used to capture your company details as a vendor to the Electoral Commission. The Electoral Commission will draw your registration detail and tax compliant status from the National Treasury Central Supplier Database (CSD) and any changes (including banking details) you effect to your registration on the CSD will automatically update your registration as a vendor to the Electoral Commission. Detail provided on invoices issued to the Electoral Commission must correspond to the detail of your company as registered on the CSD. It remains your responsibility to ensure that details are correct to enable the Electoral Commission to effect any payments due to you.

4. Contact person (person representing tenderer): .....
5. Contact number: .....
6. Cellphone number: …….
7. eMail address:..…….
8. Physical address of tenderer:
   ……
   ……Postal Code: ……
9. Type of Company/Enterprise [TICK APPLICABLE BOX]
   - ☐ Partnership/Joint Venture / Consortium
   - ☐ One person business/ sole propriety
   - ☐ Close corporation (CC)
   - ☐ Public Company
   - ☐ Personal Liability Company
   - ☐ Company (Pty) Ltd
   - ☐ Non-Profit Company
   - ☐ State Owned Company
   - ☐ Other _____
10. Describe Principal Business Activities
    ……
11. Company Classification [TICK APPLICABLE BOX]
    - ☐ Manufacturer
    - ☐ Supplier
    - ☐ Professional
    - ☐ Other, e.g. transporter, *et cetera*. _____
12. Total number of years the company/firm has been in business:…… ……

CONTENTS OF THIS PAGE NOTED:

……
SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

13. The names of directors/ members of companies are drawn from the Central Supplier Database (CSD). Please provide the detail of any directors/ trustees/ shareholders/ members/ partners or any person having a controlling interest and their individual identity numbers that do not appear on your CSD registration in the table below.

Full Name	**Identity Number**	**Designation**

14. Enterprise size Classification (Tick one applicable to your company):

EME	
QSE	
Generic	

15. Please stipulate the B-BBEE status level of contribution as it appears on the certificate/affidavit for your entity

YES		NO	
YES		NO	

16. Is the entity an exempted micro enterprise (EME) for the purposes of the Preferential Procurement Regulations, 2022?

17. Has a B-BBEE status level verification certificate/affidavit been submitted?

18. If yes, who issued the certificate?

A verification agency accredited by the South African National Accreditation System (SANAS)	
Commissioner of Oaths in the case of an applicable sworn affidavit	
CIPC	

All tenderers must submit sworn affidavits or status level certificates together with their bid documentation in support of and confirming the B-BBEE **status level indicated above. Failure to submit the affidavit or certificate will result in a tenderer being deemed as a non-compliant contributor and a status level of zero (0) will be allocated.**

19. Compulsory supporting documents for B-BBEE claims

OWNERSHIP	DOCUMENTS REQUIRED
Black ownership Black female ownership	B-BBEE Status level certificate/ CIPC B-BBEE certificate/ B-BBEE sworn affidavit Proof ownership (share certificates for companies/ CK1 or CK2 for CCs) IDs for all owners
Black people with disabilities	Completed form EEA1 Doctor's letter confirming disability
Financial year end and Ex Officio confirmation	Disclosure certificate not older than 3 months

All tenderers must submit sufficient supporting documents together with their bid documentation in support of and confirming the specific goals claimed above. Failure to submit the documents will result in a tenderer being deemed as non-compliant and zero points (0) will be allocated for specific goals. If the tenderer is owned by juristic persons, proof of ownership must be submitted for all entities until all natural persons are accounted for.

20. Questionnaire to foreign bidders:

Are you the accredited representative in South Africa for the goods/ services/ works offered? [If YES, enclose proof]	YES		NO	
Are you a foreign based supplier for the goods/ services/ works offered? [If YES, answer the questionnaire below]	YES		NO	
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 via e-Filing through the SARS website www.sars.gov.za.

21. Legal status of tenderer (tick one box)

Principal tenderer		
Subcontractor		……% of work will be subcontracted*
Consortium		
Joint venture (JV)		
Other, specify		

In the case of subcontractors, where more than 25% of the work will be done by such subcontractor/s, each subcontractor must complete the tender questionnaire as well as the

bidder's disclosure (SBD4).

Separate forms must be used in each case.

The tax affairs of subcontractors must also be in order on the Central Supplier Database (CSD).

In bids where consortia/ joint ventures/ sub-contractors are involved, each party must submit a separate TCS certificate/ PIN/ CSD number.

22. Employment Equity Act (EEA) (Chapter VI – General Provisions: State Contracts)

23. In terms of Section 53(1) of the EEA every employer that makes an offer to conclude an agreement with any organ of state for the furnishing of suppliers or services to that organ of state or for the hiring or letting of anything:

23.1 must-

(i) if it is a designated employer, comply with Chapters II and III of this Act; or

(ii) if it is not a designated employer, comply with Chapter II of this Act; and

23.2 attach to that offer either-

(i) a certificate in terms of subsection (2) which is conclusive evidence that the employer complies with the relevant Chapters of this Act; or

(ii) a declaration by the employer that it complies with the relevant Chapters of this Act, which, when verified by the Director-General, is conclusive evidence of compliance.

24. In terms of Section 53(2) of the EEA an employer referred to in subsection (1) may request a certificate from the Minister confirming its compliance with Chapter II, or Chapters II and III, as the case may be.

25. In terms of Section 53(3) a certificate issued in terms of subsection (2) is valid for 12 months from the date of issue or until the next date on which the employer is obliged to submit a report in terms of section 21, whichever period is the longer.

26. In terms of Section 53(4) a failure to comply with the relevant provisions of this Act is sufficient ground for rejection of any offer to conclude an agreement referred to in subsection (1) or for cancellation of the agreement*.

* Statutory regulations may require that supplies and services shall not be procured for and on behalf of the State, unless an employer has attached to its otter a certificate in terms of Section 53(I)(b)(i) or a declaration in terms of Section 53(I)(b)(ii) of the Employment Equity Act.

27.	Is your company a designated employer in terms of the Employment Equity Act (EEA)? (Act 55 of 1998)	YES		NO		
28.	Does your company comply with Chapter III of the Employment Equity Act? (Act 55 of 1998)	YES		NO		EXEMPT	

29. In respect of the EEA requirements above, please attach either:

29.1 A certificate in terms of Section 53(2) of the EEA which is conclusive evidence that the employer complies with the relevant Chapters of the EEA; or

An employer may request a certificate from the Minister confirming its compliance with Chapter II, or Chapters II and III, as the case may be.

29.2 A declaration by the employer that it complies with the relevant Chapters of the EEA, which, when verified by the Director-General, is conclusive evidence of compliance.

30. Important: The EEA requirements stipulated in paragraphs 21.2, 27.1 and 27.2 will come into effect once the President has approved the Employment Equity Amendment Bill (B14 – 2022).

31. Tenderers must monitor developments around the EEA in order to be informed of any changes in the statutory requirements.

32. In the event of subcontractors being used to render the services required in terms of this tender, the principal tenderer must complete the schedule below in order to clearly indicate which entities will be subcontracted as well as the percentage of work to be subcontracted to each of these entities in relation to the total value of the contract.

Name of Company to be Subcontracted	% Value of Total Contract Allocated to Subcontractor
Total % of Work to be Sub-contracted*	**……..... %**

SIGNATURE OF BIDDER: ……

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

DATE: ……...

FINANCIAL INFORMATION

33. What is the company's annual average turnover during the previous three financial years or such lesser period during which the business has been operating?

Financial Year (e.g. 2021, 2022, 2023)	**Annual Turnover**	**Gross Asset Value**	**Net Asset Value**
	R	R	R
	R	R	R
	R	R	R
	R	R	R

34. Please provide the following figures in respect of the most recent audited financial statements:

Figures are provided for the audited financial statement of …….. (State Year)

- o Total current assets R……
- o Inventory R……
- o Prepaid expenses R……
- o Current liabilities R……

35. Is your company listed on the Stock Exchange?

YES		NO	

36. Are the prices quoted firm for the full period of the contract?

YES		NO	

If the tender prices are not firm for the full period, provide details against the appropriate category(s) below:

Non-firm prices, i.e. prices linked to statutory adjustments and other proven adjustments.

YES		NO	

Explanation: ……

Prices linked to fixed period adjustments.

YES		NO	

Prices linked to escalation formula adjustments.

YES		NO	

Explanation: Note that for the purpose of price comparisons, the actual price inclusive of VAT that the Electoral Commission will have to pay over the contract period will be used, unless otherwise stipulated in the detailed specifications

DELIVERABLES AND GUARANTEES

37.	Is the delivery period stated in the tender firm?	YES		NO	
38.	Do you confirm that the required goods/services are guaranteed in terms of any specific guarantees that may be required in the bid specification?	YES		NO	
39.	Are you the accredited representative in the Republic of South Africa of the manufacturer of the equipment offered by you?	YES		NO	

BIDDER'S DISCLOSURE AND DECLARATION
(SBD4)
INCLUDING POPIA CONSENT

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 disclosure, declaration and provide consent 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[1] 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[1] in the enterprise, in table below.

Full Name	**Identity Number**	**Name of State institution**

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:

[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.

……

3. POPIA Consent

3.1 Consent to Process Information According to the Protection of Personal Information Act (POPI Act) - POPIA

a) By participating in tenders of the Electoral Commission a bidder gives consent and accepts that the information they provide will be used for purposes of evaluation and adjudication of bids. This includes use of the data provided by a bidder to perform due diligence checks involving the collection of personal data from third parties (e.g. clients of the bidder(s), SARS, CIPS) to validate claims and to gather important information for the purpose of evaluation and adjudication of this bid. This may include the collection of publicly available data.

b) By participating in the bid the bidder gives consent and accepts that the Electoral Commission may use personal data to investigate potential risk such as fronting, criminal conduct, unethical conduct for the protection of its rights and for the purpose of evaluation and adjudication of this bid. The Electoral Commission may also share personal data with relevant authorities for investigation of criminal conduct and for other lawful purpose.

c) The bidder accepts that the Electoral Commission may share their personal data with third parties to support its internal and external audit processes.

d) The bidder acknowledges that their personal data will be kept confidential and will be used for the purpose intended for a bid and will not be shared with third parties for unrelated or unlawful purposes. In addition, the information will be handled in line with record retention guidelines and be disposed of when the timelines in the guidelines have been reached. Any request for deletion of personal information will be acceded to in line with legislative requirements. Should such deletion impact on the evaluation, adjudication, awarding and contract phases a bidder will be informed and such impact effected.

4. 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:

4.1 I have read and I understand the contents of this disclosure and declaration.

4.2 I understand that the accompanying bid will be disqualified if this disclosure and or declaration is found not to be true and complete in every respect.

4.3 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[2] will not be construed as collusive bidding.

4.4 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.

4.5 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.

4.6 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.

4.7 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 2 and 4 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 2021/2022 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

In addition to the above I, the undersigned, in submitting the accompanying bid in response to the invitation for the bid made by The Electoral Commission do hereby make the following statements that I certify to be true and complete in every respect.

I certify, that:

1. I have read and I understand the contents of this disclosure and declaration as well as consent to the provisions set out in respect of the Protection of Personal Information Act (POPIA).
2. I certify that the information furnished in this bid submission, which includes the information stated in respect of the applicable SBD forms, is true and correct. I accept that the Electoral Commission may reject the bid or act against me should this declaration be found not to be true and complete in every respect.
3. Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

[2] 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.

4. I hereby bid to render all or any of the services described in the attached documents to the Electoral Commission on the terms and conditions and in accordance with the specifications stipulated in the tender documents (and which shall be taken as part of, and incorporated into, this tender) at the prices including VAT and on the terms regarding time for delivery and/or execution inserted therein.

5. I agree that:

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

   b) this tender and its acceptance shall be subject to the terms and conditions contained in the general tender conditions of the Electoral Commission with which I am/we are fully acquainted;

   c) I/we agree that my/our bid shall be valid for a period of 180 days; and

   d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid.

6. I furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract/service level agreement and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

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

8. I agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence of judgement which may be pronounced against me/us by a court of law as a result of such action.

9. Confirmation is granted that SARS may, on an ongoing basis during the contract term, disclose my/our (including that of subcontractors, partners and undisclosed principals) tax compliance status to the Electoral Commission for purposes of verifying my/our tax compliance status with SARS.

10. Notice has been taken of the tender document including all the relevant forms and the General Tender Conditions contained in this tender document, the content of which is understood.

11. It is confirmed that the required tender forms have been completed in full and signed.

……	……
Name and Surname in Print	Signature
……	……
Position	Name of Bidder (Bidding Entity)

Date……

PENALTIES

1. PENALTIES AS PER THE Preferential Procurement Regulations, 2022

If the Electoral Commission is of the view that a tenderer submitted false information regarding a specific goal it will follow the prescriptions as per regulation 9 and if the Electoral Commission concludes that such information is false it may -

- disqualify the tenderer or terminate the contract in whole or in part; and
- if applicable, claim damages from the tenderer.

2. PENALTIES AS PER THE B-BBEE ACT

It is contrary to the B-BBEE Act for a measured entity to trade with an invalid/ inconclusive or incorrect B-BBEE verification certificate, sworn affidavit or CIPC certificate.
Trading with an invalid or fraudulent B-BBEE certificate or sworn affidavit/ CIPC certificate may constitute an offence in terms of section 13O(1)(a) of the B-BBEE Act, which states that a person commits an offence if that person knowingly misrepresents or attempts to misrepresent the B-BBEE status of an enterprise, and the B-BBEE Commission may institute an investigation in terms of section 13J of the B-BBEE Act.

In addition, section 13A of the B-BBEE Act has empowered organs of state to cancel any contract or authorisation awarded on account of false information knowingly furnished by or on behalf of an enterprise in respect of its B-BBEE empowerment status.

If an entity is found to have violated the B-BBEE Act, the B-BBEE Commission is empowered to act accordingly as guided by the B-BBEE Act and this can result in the entity that violated the B-BBEE Act to be fined up to 10% of its annual turnover, and individuals involved could be imprisoned for up to 10 years, and/ or fined. Specifically, the offence under section 13O (2) could lead to imprisonment of up to 12 months, or a fine, or both the fine and imprisonment.

In terms of section 13O (2) a procurement officer or any official of an organ of state who becomes aware of the commission of, or attempt to commit any offence referred to under section 13O (1) and fails to report it, is guilty of an offence.

Any person convicted of an offence in terms of the BBBEEA may not, for a period of 10 years from the date of conviction, contract or transact any business with any organ of state or public entity and must for that purpose be entered into the register of tender defaulters which the National Treasury maintain for that purpose.

BID EVALUATION

IMPORTANT NOTICE:

The under-mentioned requirements form an integral part of the bid assessment and bid evaluation processes that will be followed by the Electoral Commission. Please note that bids that do not conform to the primary compliance requirements indicated in Section A will not be considered. The bid evaluation requirements below must be read together with the bid evaluation criteria that may form part of the bid specifications.

A Acceptance or Rejection of Bid (Primary Compliance Verification)

Legality of bid document:

The following shall lead to disqualification:

- Non-compliance with tender rules
- Failure to attend a compulsory briefing session (if applicable).
- Failure to return all pages of the tender document that must be signed/initialled.
- Failure to complete tender forms in original ink.
- Failure to sign/ initial all applicable pages of the tender document. Signing of the Bidder's Disclosure and Declaration is deemed equivalent to signing that specific page and/or signing the page represents signing the Bidder's Disclosure and Declaration.
- Any changes/ alterations to pricing that are not signed/ initialled and/ or the use of correctional fluid/ tape or any similar product in respect of pricing in the tender document.
- Any changes to the tender specifications (unless formally agreed to by the Electoral Commission and recorded as such before the closure of the tender).
- Failure to complete and sign all affidavits, certificates, declarations and annexures contained in the tender in original ink.
- Failure to register on the Central Supplier Database (CSD).
- A non-compliant tax status

The following may lead to disqualification:

- Failure to sign/initial any other alterations and/or corrections to the information submitted by the tenderer, which the Electoral Commission may consider to be material.

Incomplete bid submission:

- The following shall lead to disqualification:
- Rates and prices – schedules not completed as required.
- Failure to submit obligatory written proposals/ explanations/ samples/ prototypes/ certificates or similar requirements.
- In respect of subcontractors (>25%) or joint ventures or consortiums, failure to complete and submit the required tender forms (pages 14-24 of the tender document) or to submit evidence that your tax affairs are in order.

B Bid Evaluation

Inability to evaluate the tender:

- Incomplete Schedule of rates and prices.
- Prices and information not furnished as specified and/ or required.
- Incomplete written proposals/ submissions where required.

Bids that qualify for bid evaluation purpose shall be subjected to the bid evaluation criteria as set out in the bid specifications.

Such bid evaluation shall include assessment and evaluation of the bidder's disclosure.

Tenderers should note that ALL information requested in terms of the bid submission is required and may be used for bid evaluation purposes.

General questionnaire (for completion by the tenderer) to ensure compliance with tender requirements/ rules/ conditions/ specifications:

Question	**If YES, Mark YES***	**If NO, Mark NO***
Are you duly authorised to sign the tender?		
Has the *Bidder's Disclosure* and *Declaration* been completed and signed?		
Have separate forms (pages 14-24) been completed for each member of a consortium, joint venture or subcontractor as specified in the tender document?		
Is the tender document complete – i.e. are all pages as well as compulsory returnables included/returned with your bid submission?		
The use of pencil to complete the tender forms will invalidate your bid. Have all applicable pages of this document been completed and signed or initialled in original ink by the signatory of the tender document?		
Have all corrections/alterations to information and or prices made on this document been certified/signed/ initialled by the signatory of the tender document?		
Have you noted that the use of correction fluid/tape or any such products to amend prices shall invalidate your bid submission?		
Is your company (and any potential subcontractors) registered on the Central Supplier Database (CSD)? Please include a copy of your registration form in your bid submission.		
Are your tax affairs in order and reflected as being compliant on the Central Supplier Database (CSD)? As such, have you noted that your bid may be rejected at the time of awarding this tender if your tax status is non-compliant on the CSD?		
Have the General Tender Conditions been noted?		
Have the Bid Evaluation Criteria been noted?		
Has the Scope of Services been noted?		
Have prices been quoted VAT inclusive?		
Have a comprehensive written proposal and/or samples/ certificates/ *et cetera* as called for in this tender been prepared and submitted with the tender document?		

CONTENTS OF THIS PAGE NOTED:

.....

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

SOUTH AFRICA

Bid Specifications

TENDER
IEC/GP-02/2023

CONTENTS OF THIS PAGE NOTED:

.....
SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!!
The use of any correction fluid, tape or similar products may invalidate your tender submission!!

1. BACKGROUND

In order to discharge its constitutional mandate, the Electoral Commission leased the building Isle of Houghton, Old Trafford Four situated at ERF 247, 36 Boundary Road, Houghton Estate for its Gauteng Provincial Office.
Since the lease agreement for that office space has reached its maturity, the Electoral Commission needs to embark on a competitive (tender) process to acquire office space for the Gauteng Provincial Office within City of Johannesburg Metropolitan Area in, **Houghton, Parktown, Rosebank, Hyde Park, Killarney, Melrose North, Illovo, Saxonwold and Forest Town** and therefore invites interested bidders to submit their bid proposals in response to the bid requirements.
Only ready-built office space or existing structures that can be easily adapted to the required specifications will be considered. Bid proposals in respect of green-field projects, that is still to be built on open land are not suitable and will not be considered.

2. BID REQUIREMENTS

2.1 Bidders are required to submit their comprehensive company profile that describes the nature of the building and the normal business activities of the prospective landlord with the details of track record relating to the leasing of premises.

2.2 Bidders must submit their **written** bid proposals which sufficiently address amongst others the office space requirements, as indicated in the **Detailed Specifications** stipulated herein (Section 3.2) and must include a floor plan of the proposed site.

2.3 In addition to the above, bidders are required to submit information as indicated in Section 3.9 (lease agreement) and Section 3.2 (rental and cost) schedules of the bid specifications.

2.4 The information received will be used in the bid evaluation and adjudication stages and the Electoral Commission will not request additional information for evaluation purposes in the event of the bidder's failure to include essential material. Bid responses received will be evaluated as they are submitted.

2.5 The Electoral Commission does, however, reserve the right to verify the information provided. If the information is found to be factually incorrect, misrepresented, the bidder's bid proposal may be disqualified. The Bid Evaluation Committee may, therefore, request clarification on certain aspects should it be deemed necessary but will not add information that was originally omitted.

2.6 Where consortiums or joint ventures submit their bid response or where subcontractors are included in the response, full details of all the partners/participants and their letters of agreement should be included in the bid submission. The approved landlord(s) shall be obliged to inform the Electoral Commission about all the changes of nominated partners/participants during the course of the contract and the Electoral Commission reserves the right to cancel the contract should the Electoral Commission consider any of the changes as operationally or materially significant.

<u>Note</u>: Where specific written submissions are called for in this bid, they must be provided. All such submissions will be used in the evaluation and adjudication stages of the bid. Failure to submit the correct written documentation and/or evidence may therefore lead to disqualification of a bid proposal.

3. 3. GENERAL SPECIFICATIONS

3.1 Objectives

The Electoral Commission does not, at this stage, invest in permanent office space in Gauteng province and therefore requires the leasing of a suitable office space for its provincial office within the City of Johannesburg Metropolitan Area in, **Houghton, Parktown Hyde Park, Killarney, Melrose North, Illovo, Saxonwold, Forest Town and Rosebank**, Gauteng province.

The Electoral Commission desires to lease office space that is suitable to its operational requirements. The activities performed at the provincial office are for the day to day office space and parking facility.

Based on the Electoral Commission's needs determination and space planning assessment to ensure operational functionality at a provincial level, the required office space Gross Lettable (Rentable) Area (GLA) as provided for by the South African Property Owners Association (SAPOA) should be 1001 m². The Usable Area in excess of the requirement will not be paid by the Electoral Commission. SAPOA "Method of Measuring Floor Areas" will be used to determine Gross Rentable Area for costing purposes. Facilities with 5% (951 m²) smaller than 1001 m² and a 15% (1151 m²) tolerance for a larger than 1001 m² will be accepted.

Gross Lettable Area is more commonly known in commercial real estate (CRE) terms by its abbreviation GLA. It is generally comprised of office space, factory, or shops. This is the space that a commercial property landlord bases his/her rent and expense charges to a tenant on. It is normally expressed in m². Preferably Grade P or A building will be accepted.

Proof of grading and municipal zoning of property must be submitted. The bidder must attach a valid valuation report to confirm the grading of the building.

3.1.1 The office space Gross Lettable (Rentable) Area should be 1001 m² excluding any mezzanine flooring, with a 5% tolerance for a facility smaller than 1001 m² and a 15% tolerance for a facility larger than 1001 m². Any facilities falling outside of the tolerance range of 951 m² up to 1151 m² will not be suitable for the purposes of this bid.

3.1.2 The office space must provide for the following:

3.1.2.1 The office space must be located within the City of Johannesburg Metropolitan Area. The exact address of the proposed office space must be provided by the bidder in their written proposal.

3.1.2.2 The building must be an existing office space facility and the building structure must be in good condition and ready for occupation. The building facility must adapt and suit the operational requirements of the Electoral Commission. That cost will be carried by the landlord.

3.1.2.3 At least it must have twenty five (25) safe basement/under cover parking bays for staff, pool vehicles and eighteen (18) open or covered visitors parking.

3.1.2.4 The bid proposal must be accompanied by recent photographs of the facility that is being offered and should have a detailed floor plan. It is preferable that attached photographs be submitted in colour.

3.1.2.5 The office space must be accessible to and from public transport arteries and other main roads, not more than 5 km to main arterial.

3.1.2.6 The office space must have universal access for people living with disabilities. The toiletes, ramps and parking facilities must be accessible and user friendly for people living with disability.

3.1.2.7 The office space must have sufficient ventilation with windows that open for natural air circulation. Adequate air-conditioning must be provided in all office spaces, including any maintenance and operational rooms.

3.1.2.8 Individual air conditioning units for each office/area, preferebly, energy saving units (Variable Refrigerant Flow : VRF) must be installed. Air-conditioning must comply with SANS 1125 (SABS 1125). The bidder must indicate the type of airconditioning existing or to be installed. In case of existing air-conditioning, commissioning certificate and maintenace history must be submitted together with the bid proposal.

3.1.2.9 Proof of an air-conditioning maintenance contract must be provided at the time of the site handover. The maintenance contract must be in place for the duration of the contract. In case of in-house maintenance, a maintenance schedule and history must be submitted together with the bid proposal.

3.1.2.10 The office space must have separate kitchen facility with cupboards fittings, built sink, cold and hot water mixer taps, space for a fridge and microwave oven. Utility storage space and counter space of at least 2 metres.The kitchen must be fitted with hydro-boiler.

3.1.2.11 The office space must have adequate lighting and should be equipped with LED energy saving lighting and the lighting must be mounted from the ceiling of the building (150 lux).

3.1.2.12 The entire outside perimeter of the office space must have adequate lighting (or provision must be made).

3.1.2.13 The electrical reticulation system at the office space must adequately meet the Electoral Commission's operational requirements. The office space must have a stable power supply for the utilisation of electronic equipment such as computers, photocopiers, battery chargers, microwaves, fridges, fax machines and other electronic goods and appliances. SANS 164 plugs and sockets outlets must be used. At least two (2) red and white power outlets per office or working area must be provided. A separate electrical metre must be provided.

3.1.2.14 In addition to the requirement of stable and adequate power, the bid requires that the office space be equipped with a generator or equivalent power back-up supply of a capacity of approximately 250 KVA. The bidder will be responsible for maintenance of the generator as it is deemed to be a fixture to the building. Diesel provision is the responsibility of the landlord. The Electoral Commission will reimburse the landlord for diesel costs. The power generator to supply power to lights, red and white wall sockets as well as the ICT server room air conditioner.

3.1.2.15 The office space must be fitted with an adequate fire protection and suppression systems, for example, fire extinguishers and hose reel systems as well as fire doors and fire escape stairways (where necessary) as required in the Occupational Health and Safety Act (OHSA). Accommodation must be in compliance with the National Building Regulations, SANS 10040, as amended and Fire and Local Municipal Fire Legislation Regulations. The minimum requirement of a smoke detection system to be fitted must be able to connect to the security control room. All fire equipment mus be provided and maintained by the landlord as part of the lease agreement. The fire protection equipment to be installed must comply with SANS 1400-T.

Double knock gas fire suppression protection system for the ICT server room which is safe for human consumption must be installed. Stage one alarm only, stage two gas release and alarm must be installed. Maintenance of all fire fighting equipment must be undertaken annually by the landlord.

3.1.2.16 The bidder must ensure that the office space is secured by a perimeter fence and burglar bars where necessary.

The bidder must in agreement with the Electoral Commission install a security monitoring and alarm system. The bidder must provide security guard room for physical security. All office must be securable with a cylender locking mechanism.

3.1.2.17 In a situation where the office is inside a complex, the bidder must ensure that the access gate into the complex is manned by a security guard where security services is applied on a proportionate basis. The costs for security services rendered in a complex or business park must be shared by the tenants residing in the same complex. The bidder must demonstrate set-up of security in a complex and include in their bid proposal. There must be proof evidence of access control at the gate which show the recording of vehicles getting in and out and movement of people in and out of the complex.

3.1.2.18 The office space must have sufficient and separate ablution facilities for both males and females (toilets, showers and change rooms) and for general office workers. The bathrooms must have hot and cold water.

The office space must have a guard room with ablution facilities for a security guard. Guards should not have direct access to the main office space. The guard room must have sufficient lighting and minimum of four (4) plug points (220v power supply). The guardhouse should also have a kitchen unit with hot and cold water supply.

3.1.2.19 The finishing of the office space must be preferably noise absorbing tiled/viynyl flooring on public areas, industrial carpeting in office and sound proved walls and ceilings which are easy to maintain.

3.1.2.20 The reception area must be open plan with adequate space for reception desk, security desk and reception/waiting area furniture.

3.1.2.21 The office space must have separate lockable store facility with lockable doors (cylinder locking system) and filing rooms.

3.1.2.22 The office space must have lockable secure IT server room for IT equipment situated away from outside walls with dedicated server room air conditioning. Raised access flooring with six (6) panels each five (5) standard red plugs and ducting for cabling to offices and two (2) white plugs for general use. The server room must be brick or concrete walling with no window and fitted with a strong room door. A strong room with a minimum space of 5m² to 10m² must be provided as well.

The office space must have an approximately 80m² space for the establishment of a training room facility with high raised access flooring for ICT and electrical cabling and 25 panels with red and white power and 2 x network cabling points each. The high raised flooring installed must be reliable.

3.1.2.23 The office space must have an approximately 90m² conference room facility with no pillars obstructing the view of occupants.

3.1.2.24 The Electoral Commission will need one month of beneficiary occupation at no cost to allow for IT installation and cabling and Security installation. All construction work must have been completed on the date of beneficiary occupation. The office space must be available for occupation by 1 November 2023.

3.1.2.25 Tenant Installation Allowance will be calculated on a rate per sqm of the usable area (less than rentable area) or a rentable area.

3.1.2.26 The landlord must provide good quality plastic/steel tanks with pressure pumps as a water backup supply. All water supply must comply with SANS 1252. A minimum of five thousands (5000) litres tank will be acceptable and must be connected by power back-up system (generator).

3.1.2.27 In a case where building has more than one (1) floor) from the ground, adequate lifts must be available to staff for access to their office station work.Lifts must be accessible and user friendly for people living with disabilities.

3.2 Detailed Specifications

1. The Electoral Commission requires office space that is suitable to its operational requirements **within the City of Johannesburg Metropolitan Area in Houghton, Parktown, Rosebank Hyde Park, Killarney, Melrose North, Illovo, Saxonwold, Forest Town for its Gauteng Provincial office**. The requirements are stipulated in the "Detailed Specification Table" shown below.

   Office space that is 5% smaller than 1001 m^2 or more than 15% larger than 1001 m^2 will not be operationally suitable for the purposes of this bid.

   The bidders are required to reply to each requirement provided for in the schedule below by marking a "YES" or "NO". Additional information regarding these specific requirements should be provided in the written proposal and bidders are required to provide comments where necessary in the detail specification below (Item 3.2.1).

   Completion and submission of the detail specification below is compulsory. Failure to comply will lead to the bid proposal being disqualified. The ability or stated inability to provide for the necessary minimum requirements will be used in the bid evaluation stage.

3.2.1 Detailed Specification Table – Gauteng Provincial Office Accommodation

ITEM #	AREA/REQUIREMENTS	CRITERIA AND REQUIREMENTS	BID CONFORMS TO REQUIREMENTS		COMMENTS
1	Location	Is the office space located within the City of Johannesburg Metropolitan Area in **Houghton, Parktown, Rosebank, Hyde Park, Killarney, Melrose North, Illovo, Saxonwold and Forest Town** Gauteng Province? *[Exact address of the office space on offer must be provided by the bidder in the written submission]*	YES	NO	

ITEM #	AREA/REQUIREMENTS	CRITERIA AND REQUIREMENTS	BID CONFORMS TO REQUIREMENTS		COMMENTS
2	Condition of Building	Is the existing office space in good condition and ready for occupation? *[Dilapidated buildings will not be accepted]*	YES	NO	
		Is the bid proposal accompanied by recent photographs of the facility being offered and a detailed floor plan? *[Preferably colour photos]*	YES	NO	
		Is the building Grade P or A? *[Proof of recent property valuation must be attached]*	YES	NO	
		Does the office space have sufficient ventilation?	YES	NO	
3	Size	Is the Gross Lettable Area (GLA) in the order of 1001 m² excluding any mezzanine flooring. A 5 % tolerance for facilities smaller than 1001 m² and a 15% tolerance for an office larger than 1001 m² applies. Any office space falling outside of the tolerance range of 951 m² up to 1151 m² will not be suitable for the purposes of this bid. *[Exact size of facilities offered to be provided in written submission]*	YES	NO	
		State the size of the office space on offer.	_____ **m²**		
4	Accessibility	Is the proposed office space easily accessible from public transport and main roads, that is, *be accessible to and from public transport arteries and other main roads not more than 5 km to main arterial.* *[Main access roads must be stated in the written submission]*	YES	NO	
		The proposed office space is accessible for persons living with disabilities? *[Disability compliant toilet, ramps and parking facilities]*	YES	NO	

CONTENTS OF THIS PAGE NOTED:

.....

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

ITEM #	AREA/REQUIREMENTS	CRITERIA AND REQUIREMENTS	BID CONFORMS TO REQUIREMENTS		COMMENTS
5	Office Space (Size of space on offer should be stated in the written proposal)	Does the office space provide for 80m² for training room?	YES	NO	
		Does the office space have 50m² of conference room as part of the GLA?	YES	NO	
		Does the office space provide for open plan reception area to accommodate the reception desk, security desk and waiting area furniture?	YES	NO	
		Does office space have sufficient ablution facilities which include separate male; female and disabled ablution facilities?	YES	NO	
6	Kitchen	Is/will the office equipped with a kitchen and has built-in cupboards fittings for the storage of kitchen utensils?	YES	NO	
		Is/will the office space equipped with a kitchen and has adequate space for a fridge and microwave?	YES	NO	
		Is/will the office space be equipped with a kitchen and has a sink with cold and hot water taps?	YES	NO	
		Is the kitchen fitted with hydro boiler?	YES	NO	
7	Air Conditioning	Is/will there be adequate air conditioning for work station areas.	YES	NO	
		Is/will the office space equipped with individual units?	YES	NO	
		Is /will the office be equipped with energy saving Variable Refrigerant Flow?	YES	NO	
		In case of existing air-conditioning, are the commissioning certificates and maintenance history attached?	YES	NO	
8	Lighting and Electricity	Is/will the lighting be adequate and conducive to a good working environment?	YES	NO	
		Is/will the office space equipped with high intensity discharge system or LED 1(50 lux)?	YES	NO	

CONTENTS OF THIS PAGE NOTED:

.....

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

ITEM #	AREA/REQUIREMENTS	CRITERIA AND REQUIREMENTS	BID CONFORMS TO REQUIREMENTS		COMMENTS
		Is/will there be LEDs lighting?	YES	NO	
		Is/will the outside of the office space have sufficient lighting to illuminate the entire outside area for safety and for parking and for basement area?	YES	NO	
		Is/will the electrical reticulation system at the office space adequate and sufficient to meet the operational requirements of the Electoral Commission (all conductors and other infrastructure and metered equipment necessary to allow for the delivery of a stable supply of electricity).	YES	NO	
		Is/will the office space be equipped with a generator or equivalent power back-up supply with 250 KVA as a backup power supply?	YES	NO	
		Does the office space have a stable power supply for the utilisation of electronic equipment such as computers, air-conditioning for serve room, photocopiers, microwaves, fridges, fax machines and other electronic goods and appliances?	YES	NO	
		Does the office space offer a separate meter box to the Electoral Commission?	YES	NO	
9	Safety and Security	Is/will the proposed office space be fitted with sufficient fire protection systems that comply with the Occupational Health and Safety Act (OHSA)?	YES	NO	
		Is/will the office space have secured by a perimeter fence and burglar bars where applicable?	YES	NO	
		Does the bidder agree to allow the Electoral Commission to install a security monitoring and alarm system.	YES	NO	

ITEM #	AREA/REQUIREMENTS	CRITERIA AND REQUIREMENTS	BID CONFORMS TO REQUIREMENTS		COMMENTS
		If the office space forms part of a complex, has the bidder ensured that the gate into the complex is to be manned by a security guard (The cost for security services for shared security when the offered office space form part of a business park will be shared by the tenants) There must be proof of evidence of access control at the gate (recording of vehicles and people moving in and out of the complex).	YES	NO	
10	Parking	Does the office space have no less than twenty five (25) safe basement /covered parking dedicated for use by staff, pool vehicles and eighteen (18) open for visitors.	YES	NO	
11	Availability	Will these premises be available for occupation by the 1 November 2023?	YES	NO	
12	Tenant Allowance	Is there a tenant's allowance associated with the lease of the building? (If yes, please confirm the value and terms and conditions for usage thereof in (section 4.9)	YES	NO	
13	Water	Is/will the office space be equipped with a quality plastic/steel tanks with pressure pumps as a water backup supply? All water supply must comply with SANS 1252. A minunim of five thousands (5000) litres with connection to generator or equivalent power back-up supply.	YES	NO	

3.3 Duration of the Contract

The duration of the lease agreement will be for a period of nine (9) years.

3.4 Documentation for Payment

Invoices and statements will be submitted on a monthly basis by the landlord for payment purposes. The invoices to be submitted on a monthly basis should reflect a clear breakdown of costs as follows;

- Rental amount

- Operating cost
- Electricity charge
- Water charge
- Refuse removal charge

3.5 Exclusivity of Contract

The successful bidder will be considered as the "Preferred Supplier" and will not have exclusive rights to the decisions made by the Electoral Commission. It remains the right of the Electoral Commission to lease additional premises from alternative bidders as and when deemed necessary for the continuity of effective operations.

3.6 Lien

The landlord will accept an agreement whereby it shall waive any lien, hypothec or other right of retention or security that it may have over any materials or equipment to be kept at the office.

The Electoral Commission is and, therefore, shall remain the owner of all goods located at the office space and as such, the Electoral Commission shall be entitled to enforce any rights that it may have in law, arising out of its ownership of the goods.

3.7 Security and Integrity Requirements

Bidder(s) may be subjected to security vetting requirements at the discretion of the Electoral Commission prior to the award of a contract.

3.8 Confidentiality and Security During the Contract

No information or private knowledge gained by the landlord or its agents during the running of the contract will be divulged to outside parties.

If there is any requests received for such information it must be directed to the Information Officer of the Electoral Commission.

No materials or equipment belonging to the Electoral Commission may be removed from the office space by the landlord or its agents during the running of the contract, without the required approval of the Electoral Commission.

3.9 Conclusion of Lease Agreement

The award of a contract will be subject to the successful conclusion of a lease agreement between the Electoral Commission and the successful landlord.

- The lease agreement shall formalise the lease requirements and contractual obligations.
- The lease agreement shall conform to the specifications, terms and conditions of the bid invitation.

3.10 Proposed Lease Agreement

For the purposes of fair and standardised property administration, the Electoral Commission proposes that bidders consider the Electoral Commission's generic lease agreement as provided on the Electoral Commission's website.

If the generic lease agreement is considered unsuitable, the bidders are requested to submit their draft proposed lease agreement, if available, for consideration by the Electoral Commission at its sole discretion.

4. PRICING SCHEDULE

Bidders are not allowed to substitute the pricing schedule. Additional cost calculations may be submitted in a separate page supporting the compulsory pricing schedule below.

4.1 Rental and Costs

The bidders are required to submit the details of the rental charges for the first twelve (12) months of the contractual period, indicating annual escalations over a period of nine (9) years as well as any other incidental costs and/or external factors that may impact on the rental and/or incidental costs.

All prices quoted and submitted must be inclusive of VAT.

4.2 Rental Schedule

Failure to comprehensively complete and submit the pricing schedule below will invalidate the bid proposal.

ITEM	OFFERED	RATE PER UNIT (Including VAT)	TOTAL MONTHLY COST (Including VAT)
Gross Lettable (Rentable) Area, excluding any mezzanine flooring.	……..m²	**R……..……..**	**R ……**
Parking Under Cover	……Bay(s)	**R……..……..**	**R ……**
Parking for Visitors	……Bay(s)	**R……..……..**	**R ……**
		TOTAL MONTHLY RENTAL Inclusive of VAT	**R ……**

4.3 Incidental Monthly Costs

ITEM	QUANTITY OFFERED	RATE PER UNIT (including VAT)	TOTAL MONTHLY COST (including VAT)
Security Services on a Proportionate Basis	**……..**	**R……..……..**	**R ……**

CONTENTS OF THIS PAGE NOTED:

……

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

(The cost for security services for shared security when the offered offices form part of a business park.)			
* Garden Services *[if applicable to offered property]* *(* See Note below)*	……..	R……..	R ……..
TOTAL MONTHLY OTHER COSTS Inclusive of VAT			**R ……**

The Electoral Commission has the sole discretion to either accept or decline the incidental services as stipulated above.

4.4 Other Costs (excluding municipal rates and other costs such as refuse removal in 4.2)

a.		**R…….. ……**	**R …….. ……**
b.		**R…….. ……**	**R …….. ……**
c.		**R…….. ……**	**R …….. ……**
TOTAL MONTHLY OTHER COSTS Inclusive of VAT (4.3)			**R ……**
TOTAL MONTHLY RENTAL (4.2), INCIDENTAL (4.3) AND OTHER COSTS (4.4) (Inclusive of VAT)			**R ……**

4.5 Expected Municipal Services (e.g. water and electricity consumption costs, sewerage, refuse removal)

SERVICES DESCRIPTION	EXPECTED MONTHLY COSTS Including VAT
a.	R …….……
b.	R …….……
c.	R …….……
d.	R …….……
TOTAL *(Do **not** include "Incidental Monthly Costs" amount provided in schedule 4.3 – "Rental Schedule" above.)*	R …….…… Including VAT

<u>Note</u>: Insurance costs as well as property rates and taxes are for the bidder's account and should NOT be included in the above costs.

4.6 Availability of Facility Offered

Facility offered will be available for a period of nine (9) years:

(Please mark "Yes" or "No" as applicable)

YES	NO

4.7 Liability and Property Insurance

Facility offered covered for both liability and property insurance payable by the bidder - proof thereof provided.

(Please mark "Yes" or "No" as applicable)

YES	NO

4.8 Escalation Factor

Escalation factor over the contract period being nine (9) years:

…… % per year

4.9 Tenant Allowance

Tenant allowance over the contract period being nine (9) years:

R …….

Notes:

4.9.1 The Tenant Installation Allowance must be calculated as one-month's rental cost per year (this includes the escalation factor over the contract period) of the lease duration.

4.9.2 Terms and conditions of the Tenant Installation Allowance must be clearly addressed in the written proposal (Refer to section 3.1.3 (25).

5. CHECKLIST

The following checklist is provided for the convenience of the bidder. It remains the responsibility of the bidder to read the bid document thoroughly and to respond correctly to all instructions and requests therein.

BID RESPONSES MUST INCLUDE THE FOLLOWING (REFER ALSO TO SECTION 2 AND SECTION 3.1 and 3.2 OF THE SPECIFICATONS):

- COMPREHENSIVE COMPANY PROFILE AS REQUIRED IN SECTION 2.1
- DETAILS OF CONSORTIUMS / PARTNERS AS REQUIRED IN SECTION 2.6
- PROPOSED LEASE AGREEMENT AS REQUIRED IN SECTION 3.10 – IF AVAILABLE
- COMPLETE AND RETURN DETAILED SPECIFICATION TABLE (Item 3.2.1)
- WRITTEN SUBMISSION IN WHICH THE FOLLOWING ASPECTS ARE TO BE ADDRESSED:
    - Describe office space location and exact address.
    - Details of when office space will be available (Will it be available for occupation by the 1st March 2023?
    - List of facilities in office space– which should include office space facilities (how many of each type, what size, availability of electrical plug points, *et cetera*).
    - Details of kitchen and comfort areas (Is there a sink with hot and cold water and space for a fridge and microwave oven).
    - Details of toilets and ablution facilities (Inside: Are separate facilities available for males and females – toilets, showers, change rooms? Outside: Is there an outside toilet for guards available?)
    - Separate enclosed areas (if any – what size?).
    - Details of mezzanine floors (if any).
    - Details of security arrangements for inside and surrounding areas (The Electoral Commission will provide security for the office space itself. If the office space on offer forms part of a complex, please describe the security set-up of the complex).
    - Details of backup power supply (250 kVA) to be provided at the office space.
    - Details of how key mechanism for the doors.
    - Details of staff and visitor parking facilities (how many and are they under cover?).
    - Details of a secure room within the office space (is there one available or will it be built?).
    - Provide floor plan of building indicating area offered on colour photographs.
    - Details of building access and facilities for persons with disabilities.
    - Provide floor plan and photographs.
    - Details of water backup tanks.

- COMPLETED RENTAL SCHEDULE (Item 4.2)
- COMPLETED IINCIDENTAL COSTS (Item 4.3)
- COMPLETED OTHER COSTS SCHEDULE (4.4)
- MUNICIPAL RATES AND TAXES COSTS. (Item 4.5)
- AVAILABILITY OF FACILITY OFFERED (Item 4.6)
- LIABILITY AND INSURANCE (item 4.7)

- COMPLETED DETAILS OF ESCALATION FACTOR (Item 4.8)
- COMPLETED DETAILS OF TENANT ALLOWANCE (Item 4.9)

6. BID EVALUATION

Bid Evaluation Process

Stage 1: Assessment of Bid Compliance and Bidder's Disclosure

All bids received will be evaluated and assessed in respect of the mandatory information provided in the Bidder's Disclosure (SBD4) as well as the register for restricted suppliers and tender defaulters.

Any potential issues that may arise or transgressions that may identified will be pursued in accordance with statutory obligations and requirements.

In this regard, the following must be noted:

The Electoral Commission must, as part of its supply chain management (SCM) processes, identify and manage all potential conflicts of interest and other disclosures made by a person participating in procurement process to enable the accounting officer or delegated authority to make informed decisions about the person participating in the SCM process.

As such, the Bidders Disclosure form, issued as Standard Bidding Document (SBD) 4, attached as Annexure B, was extended to all entities which were invited to participate in the bid process.

As part of the evaluation of the procurement process, the information provided by a person on the SBD4 form must be evaluated.

In so doing, it must be noted that if the bid evaluation establishes that:

(a) a person within the bidding entity is an employee of the State, the Electoral Commission's Accounting Officer/accounting authority must request the relevant accounting officer/accounting authority whether the person-
  (i) Is prohibited from conducting business with the State in terms of Section 8 of the Public Administration Management Act, 2014; or
  (ii) has permission to perform other remunerative work outside of their employment, where the PAMA does not apply to such employee;
(b) the conduct of a person constitutes a transgression of the Prevention and Combating of Corrupt Activities Act, 2004;
(c) the conduct of a person constitutes a transgression of the Competition Act, 1998, the conduct must be reported to the Competition Commission; and
(d) the conduct of a person must be dealt with in terms of the prescripts applicable to the Electoral Commission.

If it is established that a person has committed a transgression in terms of the above, or any other transgression of SCM prescripts, the bid may be rejected and the person may be restricted.

The Electoral Commission's Accounting Officer/accounting authority must inform National Treasury of any action taken against a person within 30 days of implementing the action.

During the bid evaluation process, the Electoral Commission must in addition to other due diligence measures, establish if a person is not listed in-

(a) the Register of Tender Defaulters; and
(b) the list of restricted suppliers.

A bid related to a restricted bidder or tender defaulter shall be rejected.

The under-mentioned assessment criteria will be used to evaluate the elements relating to the bid submission, SBD4, CSD registration, tax compliance, restricted suppliers and tender defaulters:

Assessment Criteria	**Bidder Requirement (YES/NO)**	**Comments**
Bid in response received by the closing date and time.		
Bidder is registered on the National Treasury Central Supplier Database (CSD). *		
Bidder is tax compliant. **		
The bidder is not an employee of the state.		
Having certified the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Prevention and Combating of Corrupt Activities Act.		
Having certified to the SBD4, it is accepted that the bidder's conduct does not constitute a transgression of the Competition Act.		
The bidder is not a tender defaulter as per the register published on the National Treasury website.		
The bidder is not a restricted supplier as per the register published on the National Treasury website.		

* No bid shall be accepted if a supplier is not registered on the National Treasury Central Supplier Database (CSD).

** A bidder must be tax compliant before a contract is awarded. A bid will be disqualified if the bidder's tax affairs remains non-compliant as per the provisions of National Treasury Instruction No 09 of 2017/2018 Tax Compliance Status Verification.

Stage 2: Evaluation Based on Functionality

Bids received in respect of this request will be assessed/evaluated for compliance with technical specifications/functionality in accordance with the following evaluation criteria:

Bids will be evaluated against the specified bid evaluation criteria below.

Only bids that meet the functional and operational needs of the Electoral Commission will be considered.

BIDDER NAME AND REFERENCE NUMBER:

No.	**Bid Evaluation Criteria**		
1	**Technical compliance Criteria-Stage 2 (*Shall lead to disqualification if not met*)**	**YES/NO**	**Comments**
1.1	Company profile - Explaining company's business activities and track record in leasing and/or property development of main bidder: Suitability [Section 2.1]		
1.2	Written proposal submitted *[Section 2.2]*		
1.3	Pricing Schedule - Rental and costs tables completed *[Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8 and 4.9]*		
1.4	Lease **-** Period of nine (9) years. *[Section 3.3]*		
1.5	Location – The office space must be located within City of Johannesburg Metropolitan Area in Auckland Park, Houghton, Parktown or Rosebank *[Section 1 and 3.2.1]*		
1.6	Office space size – In the order of 1001 m² excluding any mezzanine flooring as prescribed by the South African Property Owners Association(SAPOA) with a 5% variance permissible for facilities smaller than 1001 m^2 and a 15% variance permissible for facilities larger than 1001m^2). *[Section 3.1 item 3.1.2 and 3.2 item 3]*		
1.7	The building must be an existing building. [Section 3.1 item 3.1.3.2 and 3.2.1 item 2]		
1.8	Recent photographs of the facility and floor plan have been submitted. [Section 3.1 item 3.1.2.4 and 3.2.1 item 2]		
1.9	Accessibility - Accessible from public transport and other main roads [Section 3.1 item 3.1.2.5 and 3.2.1 item 4]		
1.10	Air conditioning. [Section 3.1 item 3.1.2.8 and 3.2.1 item 7] Individual air-conditioning system available		
1.11	Commissioning certificate and maintenance in case of existing air-conditioning system. [Section 3.1 item 3.1.2.8 and 3.2.1 item 7]		
1.12	Sufficient lighting and stable power supply means the office space has or will be provided with at least an 250 kVA generator or equivalent power back-up supply [Section 3.1 item 3.1.2.14 and 3.2.1 item 8]		
1.13	Safety and security must have all elements, e.g. security gate, and a functional fire protection system, e.g. fire extinguishers, hose reels, fire		

CONTENTS OF THIS PAGE NOTED:

.....

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!

	doors, fire escapes, *et cetera*. [Section 3.1 item 3.1.2.15 and 3.2.1 item 9]		
1.14	No less than twenty-five (25) safe basement /covered parking dedicated for use by staff, pool vehicles and eighteen (18) for visitors. Parking *[Section 3.1 item 3.1.2.3 and 3.2.1 item 10]*		
1.15	Tenant's allowance associated with the lease of the building *[Section 3.2.1 item 12] and section 4 item 4.9*]		
1.16	The office space equipped with a quality plastic/steel tanks with pressure pumps as a water backup supply? All water supply must comply with SANS 1252. A minunim of five thousands (5000) litres with connection to generator.Water tank *[Section 3.1 item 3.1.2.26 and 3.2.1 item 13]*		

EVALUATION RESULTS / OUTCOME	QUALIFIED	DISQUALIFIED

Stage 3: Bid Adjudication Process

Bids will be adjudicated as set out below.

Stage 3 – Adjudication of Bids

Only bids that comply with the requirements and conditions of the bId and that meet the minimum criteria in the bid evaluation process as stipulated above will be considered for bid

Only bids that comply with the requirements and conditions of the bid and that meet the minimum criteria in the bid evaluation process as stipulated above will be considered for bid adjudication purposes.

Acceptable bids must be market related.

This bid is deemed not to exceed R50 million including VAT.

Therefore, the 80/20 preference point system (PPPFA scoring) in terms of the Preferential Procurement Policy Framework Act, 2005 (PPPFA) and the Preferential Procurement Regulations, 2022 shall apply in the adjudication process of this bid where all acceptable bids received are equal to or below R50 million including VAT. Preference points will be allocated as follows:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure to submit the required supporting documents for preference claims will lead to zero (0) points for the claim.

Bid Evaluation Team Member	Sign Off	
	Signature	Date

CONTENTS OF THIS PAGE NOTED:

……

SERVICE PROVIDERS INITIALS / SIGNATURE

Important: Failure to complete/sign/initial this page in original ink will invalidate your tender!! Failure to sign/initial any alterations or corrections made may also invalidate your tender!! The use of any correction fluid, tape or similar products may invalidate your tender submission!!