



# agriculture

Department:  
Agriculture  
PROVINCE OF THE EASTERN CAPE

## BID DOCUMENT FOR LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF AGRICULTURE: UITENHAGE (KARIEGA) EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS

**BID No: SCMU8-26/27-0040**

<b>TENDERER:</b>	
<b>CSD NUMBER:</b>	
<b>LOGIS NUMBER:</b>	
<b>SPECIFIC GOALS:</b>	
<b>CLOSING DATE:</b>	<b>12 MAY 2026</b>
<b>CLOSING TIME:</b>	
<b>BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES</b>	<b>R.....</b>

PREPARED BY:

### SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF AGRICULTURE  
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## CHECK LIST

Please ensure that all the following documents have been submitted with your Bid / tender document. Failure to submit these documents could result in your quotation/bid being seen as unresponsive.

Description	Done
<p><b><u>Tax Status Verification for Price Quotations and Competitive Bids</u></b></p> <p>Tax Compliance status and company directors of bidders will be verified on the CSD for all price quotations and competitive bids. Hard copies of Tax Certificate are therefore no longer needed to be attached in the bid. Tax status must remain Compliant for conducting business with state.</p>	
All forms of verification documents are attached to qualify for preference points as per each specific goal.	
Joint Venture: In the case of a joint venture a Joint Venture Agreement or an Intention to form a Joint Venture Agreement must be attached	
This tender will be subject to the Government Procurement: General Conditions of Contract of July 2010	

Please ensure that all the following sections of the Quotation / Bid Document have been completed in full. Failure to comply will result in the Quotation / Bid being seen as unresponsive.

Description	Done
Section 3: 1. Detailed quotation (show breakdowns)	
Section 4: 1. Certificate of authority for signatory must be completed and signed in full.	
2. Schedule of work carried out by the bidder must be completed.	
3. Equity Ownership Declaration must be completed and signed in full.	
4. <b>All SBD documents</b> must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated.	

**ALL FORMS TO BE COMPLETED IN BLACK INK**

**NO CORRECTION FLUID TO BE USED IN THE DOCUMENT**

**CHANGES SHOULD BE MADE BY DRAWING A LINE THROUGH THE INCORRECT INFORMATION, AND INITIALING THE CHANGE**

**NO LATE QUOTATIONS / BIDS WILL BE ACCEPTED**

# BID NOTICE

## DEPARTMENT OF AGRICULTURE

PROJECT NO.	PROJECT DESCRIPTION
SCMU8-26/27-0040	Provision of Office Accommodation for Uitenhage office under Nelson Mandela Bay Municipality for a period of 36 months

Availability of documents :17/04/2026  
Closing date :12/05/2026

### BID NOTICE

BIDS are hereby invited from suitable and qualified SERVICE PROVIDERS for the **Provision of Office Accommodation for Uitenhage (Kariega) office under Nelson Mandela Bay Municipality for period of 36 months.**

Documents will be available as from **17/04/2026** from the offices of SCM – Acquisition Management Services, Office No. 64 Govan Mbeki Avenue, 8<sup>th</sup> Floor, Mutual Building, Gqeberha, 6001 between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays. The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at;

**Department of Agriculture  
64 Govan Mbeki Avenue  
Mutual Building  
Ground Floor  
Gqeberha  
6001**

Prospective service providers must take particular note of the following:-

1. Bids received will be evaluated according to 80/20-point system, where 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. Prospective Service Providers are required to submit **ID Copies and CIPC (company registration), CSD report, medical certificate, SASSA registration or confirmation of disability from relevant authority. (ONLY SERVICE PROVIDERS WITH DISABILITY), Municipal Statement of account or lease agreement if renting premises or Council letter confirming the proof of address** to validate their claims for specific goals points
3. Prospective Service Providers the following certificates:
  - **Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans**
  - **Valid Zoning Certificate of the property as issued by the local Municipality**
  - **Municipal account from the Municipality of not older than 60 days indicating that municipal rates, taxes and services have been paid up to date.**
  - **Electrical Compliance Certificate for the building.**
  - **Fire Regulation Compliance Certificate for the building.**
  - **Occupational Health & Safety Regulation Certificate for the building**
4. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
5. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate is therefore no longer needed to be attached in the bid
6. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
7. If specifications are not adhered to the Department of Agriculture reserves the right to terminate the contract.
8. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
9. The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc.”
10. **The Department of Agriculture will do inspection of the property for the shortlisted bidders as party of evaluation looking the condition of property and further calculate the square meters of property offered.**
11. Use of correction fluid will result in a bid being non-responsive.

The Department of Agriculture will not entertain any late submissions. **Closing time is 11:00 the 12/05/2026**

All proposals shall hold good for 90 (ninety days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

Enquiries should be directed to Andiswa.Fala@ecagriculture.gov.za for technical enquiries  
Phumlani.Makasi@ecagriculture.gov.za for administrative enquiries

# BID RULES

## Annexure: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

#### F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### F.1.3 Interpretation

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### F.1.5 The employer's right to accept or reject any tender offer

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

### F.2 Tenderer's obligations

#### F.2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

#### F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall **not** accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1 Provide**, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2 Dispose** of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings****F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

**F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

**F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

**F.3.8 Test for responsiveness**

**F.3.8.1** Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer’s opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer’s or the tenderer’s risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer’s addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

**F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**F.3.11 Evaluation of tender offers**

**F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the advertised evaluation criteria utilizing either:

Method 1: Financial offer	<ol style="list-style-type: none"> <li>1) Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 2: Financial offer and preferences	<ol style="list-style-type: none"> <li>1) Score tender evaluation points for financial offer.</li> <li>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
Method 3: Financial offer and quality	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Calculate total tender evaluation points.</li> <li>4) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>

Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none"> <li>1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.</li> <li>2) Score tender evaluation points for financial offer.</li> <li>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.</li> <li>4) Calculate total tender evaluation points.</li> <li>5) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> </ol>
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Score financial offers, preferences and quality, as relevant, to two decimal places.

#### **F.3.11.2 Scoring Financial Offers**

The points scored for the financial component will be calculated using the formula as set out in form ECBD 6.1 – PURCHASES, paragraph 5.

#### **F.3.11.3 Scoring quality (functionality)**

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

#### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

#### **F.3.13 Acceptance of tender offer**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** Accept the tender offer; if in the opinion of the employer, it does not present any risk to the department.

**F.3.13.3** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

#### **F.3.14 Notice to unsuccessful tenderers**

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted through same medium utilized for advert.

#### **F.3.15. Prepare contract documents**

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

#### **F.3.16 Issue final contract**

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

#### **F.3.17 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

#### **F.3.18 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

## PRODUCT PARTICULAR SPECIFICATIONS

### LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF AGRICULTURE: UITENHAGE (KARIEGA) EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS

NO.	DESCRIPTION	QUANTITY	MINIMUM DIMENSION	TOTAL SPACE REQUIRED
1	Assistant Director: Extension	1	13.2m <sup>2</sup>	13.2m <sup>2</sup>
2	Agric Dev. Technician (Extension Officer)	5	11m <sup>2</sup>	55m <sup>2</sup>
3	Vet Services	3	11m <sup>2</sup>	33m <sup>2</sup>
4	PAC	1	11m <sup>2</sup>	11m <sup>2</sup>
5	Cleaner	1	2.2 <sup>2</sup>	2.2m <sup>2</sup>
6	Reception	1	5m <sup>2</sup>	5m <sup>2</sup>
7	Kitchen with built in cupboards	1	4m <sup>2</sup>	4m <sup>2</sup>
8	Female toilet, male toilet and toilet for people with disabilities (all fitted with hand basins, hand-soap dispensers & hand dryers in good working condition)	3	4m <sup>2</sup>	12m <sup>2</sup>
9	Boardroom	1	44m <sup>2</sup>	44m <sup>2</sup>
10	Waiting Area	1	5m <sup>2</sup>	5m <sup>2</sup>
11	Storeroom	2	5m <sup>2</sup>	10m <sup>2</sup>
12	Server Room	1	6m <sup>2</sup>	6m <sup>2</sup>
13	Locked Garages OR Covered Parkings	2		
14	Uncovered Parkings	10		
<b>Total space required</b>				<b>200.4m<sup>2</sup></b>

The following evaluation Criteria will be used as **Pre-Qualifying** Criteria for all Landlords. All the criteria must be met or the Bid shall be deemed non-compliant.

#### **PRE-QUALIFICATION CRITERIA**

- The building must be located within the CBD node.
- The building must be within 0 – 5km walking distance from the main public transport facility for both staff members and visitors who utilize public transport.
- The total size of office accommodation required by the Department and to be offered by the bidder is approximately **200.4m<sup>2</sup>** usable area. A variance of only 5% on the usable area shall be accepted
- Parking area must at least accommodate minimum of 12 vehicles
- Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans
- (See relevant annexure for required format). Annexure I – building area certificate
- The Department requires a single tenant or multi-tenant occupancy scenario and sharing the building with other tenants is not permitted.
- The accommodation must comply with OHS Act and provide adequate access for persons with physical disabilities, i.e. handicapped, etc., including toilet facilities both for the office environment as well as public interface area.
  - 2 x Fire extinguishers must be installed in compliance with safety regulations as per National Building Regulations (1 x class A fire extinguisher per 100 m<sup>2</sup>)
  - Wheelchair ramps with handrails. As occupational health and safety regulations
- The accommodation must have Telkom infrastructure and IT Cabling
- Both electricity and water must have separate meter boxes as recommended by hazard identification and risk assessment
- Boardroom, kitchen, toilets and passages must be fitted with ceramic tiles must comply with facility regulations
- Certificate of compliance both electrical and building structure
- All office floors must be laminated for general safety regulations

## **Project Goals**

### **The following design criteria must be taken into account:**

- Tenant installation as per Department requirements
- **Industrial and Warehouse Typology** buildings will not be considered.
- Entire building to be air conditioned. To comply with **SANS 1125 (SABS 1125)**, Room air conditioners.
- IT Cabling to be provided and the Server room to be provided with access flooring (as per actual need of the User Department). The cost thereof will be amortised over the Lease Period.
- Paved/tarred Parking bays are required, according to Local Regulatory Authority (NMB). They will be divided into open and covered parking bays as per the Departmental structure and needs.
- Area for a stand-by generator to be provided. Emergency lighting/ generator is required.
- Building should be accessible by Public Transport in the Uitenhage area.

### **IMPORTANT CONDITIONS**

Landlords must take cognisance of the details, conditions and requirements stipulated in this annexure.

1. Tenders that are not accompanied by written proof that the Landlord is authorised to offer the accommodation for leasing will not be considered and will be eliminated.
2. The Department of Agriculture is the sole adjudicator of the suitability of the accommodation for the purpose for which it is required. The Department's decision in this regard will be final.
3. The Department of Agriculture will in no way be responsible for or committed to negotiations that a user department may or might have conducted with a lessor or owner of a building.
4. It is a requirement that the accommodation offered, including all equipment and installations, must comply with the National Building Regulations and the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. **A certificate to this effect must be issued.**
5. Drawings/ Architect's plans of the accommodation offered must be submitted

Lettable areas must be determined in accordance with the **SAPOA** method for measuring floor areas in office buildings.

7. The commencement date from which rental will be payable, or the lease shall begin is subject to the approval of the Department of Agriculture.
8. The lease agreement and payment of rental will commence from the date of occupancy. Rental will be adjusted on a yearly basis thereafter in accordance with an agreed upon escalation rate starting at the beginning of the **second year**.
9. Landlords are welcome to be present at the opening of tenders.
10. The tender forms must not be retyped or redrafted. Additional offers may be made but only on original documents or on other forms requisitioned. Additional offers are regarded as separate tenders and must be treated as such by Landlords. The inclusion of various offers as part of a single submission in one envelope is not allowed. Additional offers must be submitted under separate cover.
11. The successful Landlord will be responsible for the cost of alterations necessary to adapt the offered accommodation to the specific needs of the user department in accordance with the norm document and/or specified and minimum requirements.
12. Landlords who do not comply with the above-mentioned conditions will be eliminated.

## **ISSUING OFFICE**

This Bid has been issued by the Department of Agriculture

In securing leased office accommodation, the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Provincial Government.

### **The Bidder is required to submit together with Returnable documents the following information:**

- Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans
- Valid Zoning Certificate of the property as issued by the local Municipality
- Municipal account from the Municipality of not older than 60 days indicating that municipal rates, taxes and services have been paid up to date.
- Electrical Compliance Certificate for the building.
- Fire Regulation Compliance Certificate for the building.
- Occupational Health & Safety Regulation Certificate for the building

## **CONTRACT**

The contract for the required Service in terms of this invitation to bid shall come into being on the date of issue of the letter of acceptance of the Landlords bid by the DOA or any other authorized authority or person (as the case may be) and shall continue in force for the period stated in the agreement. The Landlord is further obliged for the future support while the contract is in force.

### **1. FEES AND CHARGES**

- 1.1 The stipulated bid prices shall be subject to yearly escalation for the duration of contract, to be in-line with market-related escalations.
- 1.2 Payment of any consideration in terms of the contract shall not constitute acceptance of any defective or non-conforming Services.
- 1.3 To the extent that the DOA disputes the correctness, nature, extent or calculation of any fees or expenses payable to Landlord in terms of the contract, DOA shall be entitled to withhold payment of such disputed amounts until such time as such dispute is resolved.

### **2. GENERAL RESPONSIBILITIES OF THE LANDLORD**

- 2.1 **Problem identification and reporting.** The Landlord shall be proactive in reporting any matters which it may become aware of which may impact on the business continuity or operations of the DOA at the relevant institution. Without detracting from the generality of this statement, Landlord shall:-
  - Without delay inform the DOA and the appointed DOA Technical Support Manager, of all incidents or accidents which may occur at the relevant Complex which involve demolitions of the building;
  - Co-operate fully with the DOA and its appointed Technical Support Manager in analyzing and investigation such incidents or accidents.

**2.2 Other Service Providers** The Landlord acknowledges that it may be required to provide the Services in conjunction with third party service providers and shall, where requested by the DOA, co-operate fully with such persons.

**2.3 Regulations and statutes** The Landlord shall, in the provision of the Services observe and comply with all relevant provisions of all applicable legislation and regulations.

**2.4 Compliance with procedures.**

It is recorded that during the currency of the contract the DOA may implement procedures and policies at the relevant Institution/Building. The Landlord shall comply fully with any such reasonable procedures and policies, including the permit to work procedures and health and safety procedures.

2.5 The Landlord shall ensure that it and its personnel shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the relevant Institution/Building.

2.6 Should the DOA at any time believe that any member of Landlord's personnel is failing to comply with any such procedures or policies, the DOA shall be entitled to deny such personnel member access to the relevant premises and require the Landlord to replace such person without delay.

2.7 Landlord's procedures: The Landlord shall, upon receipt of written request from the DOA or its appointed Technical Support Manager:-

Provide the DOA with copies of all Landlord's operating procedures and processes relating to the renovations of the building;

**3. HAZARDOUS MATERIALS**

The Landlord will be held liable for any expenses that may be incurred by the DOA as a result of damage to property and injury to personnel as a result of poor quality products.

**4. FIRE RISKS**

The Landlord shall ensure that its personnel shall, if at any time they believe that any matter constitutes a fire risk, report this immediately to the DRPW/Institution and take such remedial action as may be necessary.

**5. OCCUPATIONAL HEALTH AND SAFETY**

In this clause the term "Act" shall mean the Occupational Health & Safety Act, No. 85 of 1993, as amended from time to time, (including any act which may take its place should it be repealed during the currency of the agreement between the parties) as read with all regulations and standards promulgated in terms of the former Machinery and Occupational Act, No 6 of 1983, as amended, and all regulations & standards promulgated in terms of the Occupational Health & Safety Act from time to time;

The Landlord:-

5.1. acknowledges that he is fully aware of the terms and conditions of the Act;

5.2. acknowledges that he is an employer in its own right with duties and responsibilities as prescribed in the Act;

5.3. agrees to comply with all rules and regulations implemented by or on behalf of the DOA at the relevant Institution in covering letter relating to health and safety and will inform the DOA immediately should Landlord for any reason be unable to comply with the provisions of the Act and such rules and regulations.

## **6. LEASE AGREEMENT**

It is recorded that the DOA and the service provider may from time to time agree in writing to additional quality requirements (whether engaged in a service contract or when repair is required out of guarantee without the maintenance contract option) and standards relating to the maintenance together with performance measurement provisions, which quality requirements, performance measurement provisions shall be reduced to writing in a lease agreement if required and signed by both parties.

## **7. PERFORMANCE MEASUREMENT PROVISIONS**

### **7.1 Introduction.**

Landlord shall provide the services during the term of the contract in compliance with the quality and related standards stipulated in the technical proposal - minimum specifications and the service level agreement (if any).

**Compliance.** For purposes of the contract the compliance by Landlord with the stipulated responsibilities and service standards will be determined: -

7.1.1 with reference to reports provided by Landlord.

7.1.2 with reference to reports or complaints received from third parties.

7.1.3 by means of user satisfaction surveys conducted by DOA

7.1.4 by means of service reviews, inspections or any audit carried out by or on behalf of the DOA.

7.1.5 Refer to Annexure A "Responsibilities" for maintenance and repairs

**7.2 Records.** Landlord shall at all times keep full and accurate records of all Services provided in terms of the contract and shall retain such records for the currency of the contract. Upon termination of the contract such records must be provided to the DOA upon request.

### **7.3 Measurement of performance**

7.3.1 Periodic checks: DOA and/or its appointed Technical Support Manager shall carry out periodic checks (the intervals to be determined by DOA) the purpose of which shall be to determine whether Landlord is providing the Services or leasing the property in accordance with the terms and conditions of the contract if accepted by DOA.

7.3.2 Service complaints: All service complaints, deviations, non-conforming services and suggestions that are reported to Landlord by DOA, its appointed facilities manager, or any other party shall be given proper and speedy consideration by Landlord. Landlord shall investigate complaints, deviations and non-conforming services in accordance with procedures approved by the DOA

## **8. Breach and Termination**

Landlords are referred to Paragraph 23 of General Conditions of Contract (GCC) relating to failure to comply with conditions of this contract.

## **9. LOSS AND DAMAGE**

Landlord hereby indemnifies the State, and will hold the State harmless, against any loss or damages which the State may suffer, or any claims lodged against the State by any third party arising out of or relating to any loss that the State or such third party may suffer as a result of, or arising out of any act or omission of any personnel of Landlord or the failure of Landlord to provide the Services in accordance with the provisions of the contract.

## **10. SUB-LANDLORDS**

Landlord may only sub-contract its obligations under the contract with the prior written consent of the DOA (or any other authorized authority) and then only to a person and to the extent approved by the DOA or such authority and upon such terms and conditions as the DOA or such authority require. It is recorded that where such consent is given Landlord shall remain liable to DOA for the performance of the Services.

## **SPECIFICATION OF MINIMUM REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY.**

### **1 INTRODUCTION**

The Department is responsible for procuring all leased office accommodation on behalf of the Provincial Government. In securing leased office accommodation the primary objective of the Department, inter-alia, is to provide functional and best fit for use, type and location of office accommodation at optimal value to the Provincial Government. In addition to which, the Department subscribes to the principles and objectives of Broad Based Black Economic Empowerment ("B-BBEE").

The Department intends installing a Provincial Government department that will conduct administrative business operations within the building.

All bidders MUST respond to and comply with the following technical specifications and requirements that will be utilised by the Department to evaluate whether or not the building being offered by the bidder meets the minimum technical requirements of the Department.

### **2 MINIMUM TECHNICAL & FUNCTIONAL REQUIREMENTS**

(Please note that those technical & functional requirements marked with an asterisk (\*) are disqualification factors if not achieved by the bidder)

### **3 GENERAL:**

This specification forms part of the written offer of the bidder and must be initialled and submitted with all other documents.

Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the bidder and on the drawings. The fact that the Department checked the documentation and approved thereof does not exempt the bidder from his responsibilities with regard to the fulfilment of the requirements of this specification.

### **3.1 CONSTRUCTION AND APPEARANCE OF BUILDING:**

- |    |   |
|----|---|
| 1. | The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Agriculture. The building shall be fully accessible to the physically challenged. The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act as well as the Occupational Health and Safety Act, 1993 (Act 85 of 1993), as amended. <b>A certificate to this effect must be submitted.</b> |
|----|---|

### **3.2 RECORD ROOMS:**

- |    |   |
|----|---|
| 1. | Record rooms shall be rooms with category 1 record room doors which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Roads & Public Works. |
| 2. | Record rooms may have no external windows and all ventilation openings in the walls shall be fitted with fire dampers approved by the Fire Prevention Officer of the Department of Public Works.  |
| 3. | All keys shall be handed over to the Department of Agriculture..  |

### **3.3 ROOM AREAS AND PARTITIONS:**

- |    |   |
|----|---|
| 1. | Partition walls shall be used to divide the total floor area of the building into office and other areas required. The walls shall have a noise reduction factor of not less than 45 Db within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any. |
|----|---|

### **3.4 PASSAGE WIDTH:**

- |    |  |
|----|--|
| 1. | As a general standard an average passage width with a minimum of 1.5m over short distances shall be provided. Where certain functions within the building necessitate wider passages those specific areas will be identified and the passage width specified as part of the accommodation particulars. |
|----|--|

### **3.5 FLOOR TO CEILING HEIGHTS:**

- |    |  |
|----|--|
| 1. | A clear floor to ceiling height of as close as possible to 2.7m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific areas will be identified and the height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas. |
|----|--|

### **3.6 DOORS, LOCKS AND KEYS:**

- |    |   |
|----|---|
| 1. | All offices shall be provided with a door of at least 813mm and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the Departmental Representative upon occupation of the building. Two master keys which can unlock the locks of all offices shall also be provided. |
|----|---|

### **3.7 FLOOR COVERING:**

- |    |   |
|----|---|
| 1. | Floor covering must be of an acceptable standard and quality to last for at least 10 years. |
|----|---|

### 3.8 LIGHTING

1. Each office shall be provided with its own light switch in a suitable position near the door. Lighting conforming to the following standard must be provided:

Reception areas	100 lux
General offices	300 lux
Drawing offices	500 lux
Passages	50 lux
Auditoriums	100 lux
Conference rooms	100 lux
Classrooms	200 lux
Libraries	300 – 400 lux
Store rooms	200 lux
Parking	50 lux

The lighting levels all measured at working plane. All Lamps and Light Fittings must comply with the Energy Saving Regulations. Office lights to be controlled by motion sensors.

### 3.9 TELEPHONES

1. Each office, conference room and security control area shall be fitted with a telephone jack in accordance with the requirements of Telkom.  
  
The user department itself will negotiate with Telkom as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and telephone jacks.

### 3.10 TRUNKING

1. The trunking servicing the building must conform to latest technological standards.

### 3.11 FACILITIES FOR CLEANERS

1. On every floor of a multi-storey building or for every 1 350m<sup>2</sup> gross floor area a cleaner's room of not less than 6m<sup>2</sup> shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window.

### 3.12 MATERIAL AND FINISHES

1. All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.  
  
Walls of tea kitchens, stairs, entrance halls and toilets shall be washable and hardwearing and acceptable to the Department of Roads and Public Works.

### 3.13 INSPECTION

1. The Department of Agriculture considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building that he wishes to see. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the minimum requirements may only be allowed with written permission from the Department of Agriculture.

### 3.14 LOCATION

1.*	The building must be located within the CBD in Uitenhage.
2.*	The building must be within 0 – 5km walking distance from the main public transport facility for both staff members and visitors who utilise public transport.

### 3.15 AVAILABILITY

1.*	The building <u>MUST</u> be available for occupation by the Department by no later than <u>12 months from receipt of the letter of award</u> . In cases that the building is not ready on the date stated above. The landlord will be liable for rental whereby the User Department is still in occupancy of another building.
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### 3.16 GENERAL ACCOMMODATION

1.*	The total size of office accommodation required by the Department and to be offered by the bidder is approximately <b>200.4m<sup>2</sup></b> usable area. A variance of only 5% on the usable area shall be accepted
2.*	The building must have 2 locked garages OR covered parking bays and 10 open parking bays on site.
3.	The building must also have access to ample street parking for visitors.
4.*	Building Area Certificate for the building issued by a suitably qualified entity confirming the total building GLA. SAPOA drawing, Floor Plans (See relevant annexure for required format). <i>Annexure I – building area certificate</i>
5.*	The Department requires a single tenant or multi-tenant occupancy scenario and sharing the building with other tenants is not permitted.
6.	The accommodation must allow for the corporate image of the Provincial Government department to be enhanced and clearly visible from the street front.
7.	The accommodation must have adequate trunking and communication service shafts for network communication infrastructure.
8.	The electrical supply to the office accommodation must cater for both normal and clean power. Provision must be made for one (1) clean and one (1) normal plug point for every 10 m <sup>2</sup> of usable office accommodation, an additional two (2) plug points per 150 m <sup>2</sup> of usable office accommodation to be allowed for to cater for fax, copies etc. In addition normal plugs to be provided in passages in order to accommodate cleaning machinery. Electrical circuits for socket outlets shall be secured by means of single phase earth leakage relays having a sensitivity of 25 mA. The installation of all electrical components will comply in all respects with the requirements and regulations of the following: <b>SANS 10142-2003</b> : The Occupational Safety Act and Regulations; and the Local Electrical Supply Authority.
9.*	The accommodation must provide for adequate access for persons with physical disabilities, i.e. handicapped, etc. including toilet facilities both for the office environment as well as public interface area.
10.	The office accommodation must cater for a combination of general open plan environment (for staff workstations, filing cabinets and a number of high-density filing cabinets) and enclosed offices for identified persons.
11.	Within the office accommodation, secure onsite archive/filing areas (not necessarily in one location in the building) must be provided for active official files of business units as indicated on the spatial template attached. (if applicable)
12.*	The accommodation must comply with: The National Building Regulations and Standards Act, 1977 (Act 103 of 1977) and The Occupational Health and Safety Act,

	1993 (Act 85 of 1993), as amended. All certificates of electrical wiring complying with the Fire Regulations and Municipal By-Laws and certificate of compliance with the Occupational Health and Safety Act must be provided as part of the Returnable Documents. All interior lighting to be in compliance with <b>SANS 10114-1</b> , Interior lighting – Part 1: Artificial lighting of interiors
13.	Bidders must also provide a written warranty that on occupation, the building will comply with all the National Building Regulations.
14.	Vertical or Venetian blinds to be provided on all windows
15.	Public Address system to be installed though out the building
16.	Suspended ceilings to be provided

### 3.17 APPEARANCE

1.	The external and internal appearance of the building must be: “Aesthetically Corporate”
2.	A general description of and clear digital quality colour pictures of examples of the following areas of the building must be provided as part of the bid submission in the case of an existing building: <ul style="list-style-type: none"> <li>• Front façade of the building from the street entrance view;</li> <li>• Entrance foyer or reception area;</li> <li>• Lifts;</li> <li>• Open plan office space areas;</li> <li>• Closed office areas;</li> <li>• Corridors;</li> <li>• Meeting rooms;</li> <li>• Kitchens;</li> <li>• Toilets;</li> <li>• Ceilings;</li> <li>• Floors;</li> <li>• Power skirting</li> <li>• Air-conditioning units;</li> <li>• Firefighting equipment;</li> <li>• Fire escape doors and signage; and</li> <li>• Parking areas.</li> </ul>
3.	The following drawing / documents of the building must be provided as part of the bid submission in the case of a building under construction: <ul style="list-style-type: none"> <li>• Finishing schedule</li> <li>• Floor plans</li> <li>• 3D Impression of the Building</li> <li>• All compliance certificates will be required upon practical completion.</li> </ul>

### 3.18 SECURITY

1.	The external perimeter must be well illuminated at night.
2.	Entrances to the building must be limited to the minimum.
3.	Access to the building must preferably be afforded via access control points.
4.	Access Control – full height turn-styles with card access complete with CCTV or alternative security or access control measures. Provision of a security monitoring system and an armed response for the building.

### 3.19 TOILETS

1.*	Separate male and female toilets to be provided on each floor of the building.
2.*	Toilets for disabled persons to be provided in the building
3.	All toilets to have hand washing taps, basins and hand soap dispensing facilities, mirrors, hand dryers, sanitary pack holders etc.
4.	All toilets to be in a good sanitary and working condition.
5.	All ablution facilities must be adequately marked.
6.*	Water supply and drainage for buildings to comply with Water supply installations for buildings <b>SANS 10252-1</b>
7.*	Disabled access and disabled toilet facilities to be provided. All facilities for disabled persons to comply with <b>SANS 10400-S</b>
8.*	The following norms shall be applied: <u>Males</u> – staff and public One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's. <u>Females</u> – staff and public One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

### 3.20 KITCHENS

1.*	Provision is to be made for at least (1) small kitchen on each floor where staff offices are situated, in which a sink as well as “hot and cold” water is available. Sink to be housed in an appropriate floor mounted cabinet complete with matching wall mounted cabin above. Cabinet – tops to be fitted with no less than a 32mm composite board.
2.	The small kitchens must have power points to accommodate (1) small fridge, (1) microwave oven and (1) kettle/urn.
3.	All kitchens need to be fitted with a “hydro-boil” for the constant supply of hot water.

1.*	Adequate lifts, if required, must be available for staff to access the office work area from the ground floor for any building that has more than one (1) floor.
2.*	A Lift Condition Report on the current condition of the lifts in the building needs to be included as part of the Returnable Documents.
3*	Proof of a lift maintenance contract must be attached.

### 3.22 AIR – CONDITIONING

1.*	The building must be fitted with a suitable and effective air-conditioning system, catering for the respective work areas (floors) as zones which operate independently. No window air – conditioners will be accepted. To comply with <b>SANS 1125 (SABS 1125)</b> , Room air conditioners.
2.	The bidder must indicate the type of air-conditioning system fitted in the building.
3.	The landlord shall be responsible for the maintenance and repairs in respect of the air-conditioning system during the period of lease.
4.	The landlord will conclude a contract with an independent air-conditioning contractor in terms of which: <ul style="list-style-type: none"> <li>• Complaints in respect of the reported air-conditioning problems need to be logged and responded to within a period of (24) hour of being reported.</li> <li>• Complaints reported in respect of reported air-conditioning problems need to be resolved within five (5) working days after the initial report.</li> </ul>

5.	Proof of air conditioning maintenance contract must be attached.
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### 3.23 EMERGENCY POWER SUPPLY

1.*	The building must have an installed emergency power supply unit subject to the size of the building to ensure essential areas, emergency lifts, emergency lighting, computer server room, computer workstations etc., are functioning in the event of a power failure, load shedding. <i>(If not then confirmation of the unit to be installed and timing).</i>
2.*	Bidders must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provides a list of the standard equipment that it is currently connected to. <i>(If not then confirmation of the unit to be installed and timing).</i>
3.*	An indication of whether the emergency power supply unit can cater for additional equipment. <i>(If not then confirmation of the unit to be installed and timing).</i>
4.*	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected. <i>(If not then confirmation of the unit to be installed and timing).</i>

### 3.24 IT SERVER ROOM

1.	The landlord will be required to provide a server room in terms of the SITA minimum requirements for server rooms for Government/Parastatal institutions.
2.	The server room must be equipped with a suitable and sizeable independent air-conditioning unit to cater for the computer equipment.
3.	The air-conditioning unit shall be linked to a fire detection and suppression system (fire suppression system to be provided and maintained by the landlord) and automatically shutdown in the event of a fire.
4.	The landlord will be required to provide two compartment PVC power skirting and CAT 5E cabling in accordance to the latest technical specifications. The number of point required as per the spatial template with one additional point per twenty (20) users for LAN (Local Area Network) printers.

#### • FINANCIAL PROPOSAL

##### ○ LEASE TERM

Bidders are therefore requested to submit a financial proposal for the following lease periods:

- 3 year lease;

##### ○ TYPE OF LEASE

In terms of this Bid, the Department is seeking to conclude an operating office rental lease. Therefore, the Department will not consider any proposal that is a triple net lease.

##### ○ RENTAL OFFER PRICE

Bidders should complete the BID PRICE FORM (Annexure A) and place it in envelope marked:

**“WR-26/27-0040: LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF AGRICULTURE: UITENHAGE (KARIEGA)**

Only those rental proposals that are submitted in the required format (Annexure A) will be evaluated.

• **BUILDING OPERATING COSTS**

The Department will be responsible for those building operating costs that relate directly to its own tenanting activities and that, where applicable, are separately metered. The Department is prepared to incur the following operating costs:

- water consumption;
- electricity consumption;
- refuse removal;
- internal cleaning services;
- internal security; and
- consumable supplies.

The Department will not be responsible for any other building operating costs.

• **BUILDING MAINTENANCE COSTS**

All building maintenance costs will be the responsibility of the landlord. Day to day planned maintenance and fair wear tear of the building will be the responsibility of the landlord.

Other responsibilities between the landlord and the tenant will be stipulated on the lease agreement.

• **TENANT INSTALLATIONS**

The Department requires that bidders provide tenant layouts indicating the position of the various directorate/components and their respective support areas. The designs are to accommodate their entire requirements as per the attached spatial template.

**THE PROPOSED DESIGNS (TENANT LAYOUT) AS SUBMITTED BY BIDDERS SHALL FORM THE BASIS OF THE TENANT INSTALLATION AND THE COST THEREOF SHALL BE BORNE BY THE BIDDERS. ANY CHANGES TO THE LAYOUT WHICH HAS A COST IMPLICATION SHALL BE GOVERNED BY THE TABLE BELOW.**

NO	DESCRIPTION	UNIT	RATE
1	DRYWALL PARTITIONING	m <sup>2</sup>	
2	GLASS AND ALUMINIUM PARTITIONING	m <sup>2</sup>	
3	GLASS AND ALUMINIUM SINGLE DOOR COMPLETE	EACH	
4	1800x600mm SIDE LIGHT	EACH	
5	PAINT: 1 UNDERCOAT & 2 FINISHING COATS	m <sup>2</sup>	
6	SINGLE: FLUSH PANEL HOLLOW CORE DOOR - COMPLETE	EACH	
7	SINGLE: SEMI SOLID DOOR - COMPLETE	EACH	
8	DOUBLE DOOR: FLUSH PANEL HOLLOW CORE - COMPLETE	EACH	
9	DOUBLE DOOR: SEMI SOLID DOOR - COMPLETE	EACH	
10	CARPET TILES	m <sup>2</sup>	
11	STRIP CARPETS	m <sup>2</sup>	
12	ACCOUSTIC CEILING TILES	m <sup>2</sup>	
13	CLEAN POWER - PLUG	EACH	
14	NORMAL POWER -PLUG	EACH	
15	TWO COMPARTMENT PVC POWER SKIRTING	LM	
16	TELEPHONE JACK	EACH	
17	LAN POINT	EACH	
18	600 x 1200 RECESSED LIGHT FITTING (3 TUBE)	EACH	
19	19x76mm MERANTI SKIRTING - COMPLETE	LM	
20	AIRCONDITIONING UNITS: PLEASE INDICATE SIZES BELOW		
21		UNIT	
22		UNIT	
23		UNIT	
24		UNIT	
25		UNIT	

# FORMS TO BE COMPLETED BY THE BIDDER

THESE FORMS MUST BE COMPLETED USING **BLACK INK**

Where the space provided in the bound document is insufficient, separate schedules may be drawn up in accordance with the given formats. These schedules shall then be bound together with a suitable contents page and submitted with the bid documents. All such schedules must be signed, and clearly marked as appendices to these relevant forms.

**All ECBD documents must be completed, signed in full and witnessed, failure to do so may result in the quotation/bid being eliminated.**

## PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority thereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

By resolution of the board of directors passed at a meeting held on .....

Mr. /Ms ....., whose signature appears below, has been duly authorized

to sign all documents in connection with the Bid for **SCMU8-26/27-0040** and any Contract that

may arise there from on behalf of (name of Service Provider in block capitals) .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:** 1. ....

2. ....

**PART B: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorise Mr/Ms .....  
 ....., authorised signatory of the company .....  
 ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....

**ATTACH SERVICE LEVEL AGREEMENT BETWEEN JOINT VENTURE PARTIES TO NEXT PAGE. "FAILURE TO SUBMIT JOINT VENTURE AGREEMENT AS PART OF THE COMPLETION OF THE BID WILL RESULT IN YOUR BID BEING REJECTED."**

## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE

BID NUMBER:	SCMU8-26/27-0040	CLOSING DATE:	12/05/2026	CLOSING TIME:	11:00
DESCRIPTION	LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF AGRICULTURE: UITENHAGE (KARIEGA) EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:</b>					
DOA Office: 64 Govan Mbeki Avenue					
Mutual Building					
Ground Floor					
Gqebera 6001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Phumlani Makasi		CONTACT PERSON	Andiswa Fala	
TELEPHONE NUMBER	041-402 6261 / 060 584 4272		TELEPHONE NUMBER	041- 402 6260 / 079 500 2519	
FACSIMILE NUMBER	-		FACSIMILE NUMBER	-	
E-MAIL ADDRESS	Phumlani.Makasi@ecagriculture.gov.za		E-MAIL ADDRESS	Andiswa.Fala@ecagriculture.gov.za	

### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA
SPECIFIC GOALS CLAIMED	TICK APPLICABLE BOX]		ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No	

### [ALL DOCUMENTATION REQUIRED FOR THE CLAIM OF PREFERENCE POINTS AS PER THE SPECIFIC GOALS DETAILED IN THE EVALUATION CRITERIA.]

<p><b>1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No [IF YES ENCLOSE PROOF]</p>	<p><b>1.1.1.1 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No [IF YES, ANSWER PART B:3]</p>
---	---

### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE 2010 GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS WITH NON-COMPLIANT TAX STATUS AT DATE OF CLOSING OF BID/ QUOTATION WILL BE NOTIFIED AND GRANTED 7 WORKING DAYS TO RECTIFY THE STATUS.
- 2.3 SHOULD THE STATUS REMAIN NON-COMPLIANT AFTER 7 WORKING DAYS THE BID WILL BE DEEMED NONRESPONSIVE WITHOUT FURTHER COMMUNICATION TO THE BIDDER.
- 2.4 FOR BIDDERS WHO ARE NONVAT VENDORS, ALL BID OFFERS ABOVE R 1 MILLION **MUST** INCORPORATE VAT. SHOULD A BID ABOVE R 1M BE AWARDED TO NONVAT VENDOR THE BIDDER WILL BE REQUIRED TO REGISTER FOR VAT PRIOR TO SIGNING OF CONTRACT.
- 2.5 WHERE BIDDER TENDERED ABOVE R 1 MILLION AND NOT INCLUDED VAT THE TENDERED AMOUNT WILL NOT BE LATER ADJUSTED TO INCLUDE VAT.
- 2.6 THE COMPLIANT TAX STATUS REQUIREMENTS ARE ALSO APPLICABLE TO FOREIGN BIDDERS WHO WISH TO SUBMIT A TENDER OFFER.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## PRICING SCHEDULE

### PRICING SCHEDULE – FIRM PRICES

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO FUEL PRICE FLUCTUATIONS) WILL NOT BE CONSIDERED**

NAME OF BIDDER: ..... <b>BID NO. SCMU8-26/27-0040</b> <b>TIME: 11:00</b> <b>CLOSING DATE:</b>
--

OFFER TO BE **VALID FOR NINETY (90) DAYS** FROM THE CLOSING DATE OF BID.

DOA is seeking services from suitable service providers for the **PROVISION OF OFFICE ACCOMMODATION FOR UITENHAGE (KARIEGA) EXTENSION OFFICE UNDER NELSON MANDELA BAY MUNICIPALITY.**

NO.	DESCRIPTION	QTY	SQUARE METER REQUIRED P/OFFICE	PRICE PER SQUARE METER	TOTAL PRICE (MONTHLY)
1	Assistant Director	1	13.2m <sup>2</sup>		
2	Agric Dev. Technician (Extension)	5	11m <sup>2</sup>		
3	Vet Services	3	11m <sup>2</sup>		
4	PAC	1	11m <sup>2</sup>		
5	Cleaner	1	2.2 <sup>2</sup>		
6	Reception	1	5m <sup>2</sup>		
7	Kitchen with built in cupboards	1	4m <sup>2</sup>		
8	Female toilet, male toilet and toilet for people with disabilities (all with hand basins, hand-soap dispensers & hand dryers)	3	4m <sup>2</sup>		
9	Boardroom	1	44m <sup>2</sup>		
10	Waiting Area	1	5m <sup>2</sup>		
11	Storeroom	2	5m <sup>2</sup>		
12	Server Room	1	6m <sup>2</sup>		
13	Locked Garages OR Covered Parkings	2			
14	Uncovered Parkings	10			
<b>Total space required</b>		<b>21</b>			
MONTHLY RENTAL EXCLUDING VAT					
VAT@15%					
TOTAL AMOUNT PER MONTH INCLUSIVE OF VAT					
TOTAL BID AMOUNT FOR YEAR 1 (12 MONTHS)					
ANNUAL ESCALATION					
TOTAL BID AMOUNT FOR YEAR 2 (12 MONTHS)					
ANNUAL ESCALATION					
TOTAL BID AMOUNT FOR YEAR 3 (12 MONTHS)					
<b>TOTAL BID AMOUNT FOR YEAR FOR 36 MONTHS (YEAR 1 + YEAR 2 +YEAR 3)</b>					

**AMOUNT IN WORDS:**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

# BIDDER'S DISCLOSURE

## 1. PURPOSE OF THE FORM

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

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

## 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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:  
 .....  
 .....

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

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**                      or                      **90/10**

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

Where

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

$P_t$  = Price of tender under consideration

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

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**  
*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
An EME or QSE which is at least 51% owned by <b>Black People</b>	N/A	10		
<b>Located</b> in the municipality area or District municipality	N/A	2		
An EME or QSE which is at least 51% owned by <b>women</b>	N/A	4		
An EME or QSE which is at least 51% owned by <b>youth (up to 35 years of age)</b>	N/A	2		
An EME or QSE which is at least 51% owned by people with <b>disability</b>	N/A	2		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
  - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
    - (a) disqualify the person from the tendering process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
    - (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

**SCHEDULE OF PREVIOUS WORK CARRIED OUT BY THE BIDDER**

Suppliers and Service Providers are to provide references to confirm previous goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

YEAR COMPLETED										
VALUE OF WORK										
NATURE OF WORK										
CONTACT PERSON (NAME & TEL NO)										
EMPLOYER (NAME & TEL NO)										

**SIGNED ON BEHALF OF THE BIDDER:** .....

**AGREEMENT FORMS TO BE COMPLETED AFTER AWARD OF THE BID**

**SBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**THIS FORM MUST BE FILLED IN BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2).**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Bid Document;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Special Conditions of Contract (if applicable);
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2.	.....

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as  
.....

Accept your bid under reference number .....dated.....for Supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of a valid invoice accompanied by the delivery note.

<b>ITEM NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

- 1. ....
- 2. ....



## PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 CLIENT CONSENT

I / We the undersigned: \_\_\_\_\_

Hereby acknowledge that my / our personal and in certain circumstances special personal information is required by the Department of Agriculture in order to process the support which the Department of Agriculture has been mandated to provide and I / we agree to provide such information requested from Department of Agriculture on the express understanding that:

1. This constitutes my consent as required in terms of Section 11 (1) (a) of the POPIA 2013.
2. The Department of Agriculture officials will access my / our personal information which has been furnished to them for the purposes of the support to be provided and matters ancillary thereto.
3. The Department of Agriculture is authorised to release my / our personal information to the South African Revenue Services, other state departments and designated service providers relevant to the support to be provided.
4. Department of Agriculture does not intend to share my / our personal information for financial gain.
5. I / we acknowledge that my / our contact details will be added to the Producer Farmer Register.
6. The Department of Agriculture will store my / our information in accordance with the POPIA prescripts.
7. The Department of Agriculture have implemented proper Data Privacy rules in respect of management of client information as well as proper internet usage rules and cyber security principles in order to minimize the risk of my / our information being exposed to cyber risks. I acknowledge that I have the opportunity to read through the rules and policies as published on the Department of Agriculture's website and understand that it is my own responsibility to protect my own internet and email connections against interceptions and viruses.
8. I / we confirm that:
  - I / we have had the opportunity to review the POPIA policies and rules of the Department of Agriculture.
  - I / we have had the opportunity to ask questions regarding my / our information, why it is collected and how it is processed and where it is stored and with whom it is shared.
  - I / we consent to the collection, processing and necessary sharing of my / our information by DOA to fulfil its mandate to render agricultural support to me / us.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE