



drdar

Department:
Rural Development & Agrarian Reform
PROVINCE OF THE EASTERN CAPE

SCMU8-23/24- 0043

LOCATION: DODRECHT

TENDERER:	
CSD NUMBER:	
LOGIS NUMBER:	
SPECIFIC GOALS:	
CLOSING DATE:	
CLOSING TIME:	11:00 am
BID AMOUNT INCLUSIVE OF ALL APPLICABLE TAXES	R.....

PREPARED BY:

SUPPLY CHAIN MANAGEMENT

DEPARTMENT OF RURAL DEVELOPMENT
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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
<u>Tax Status Verification for Price Quotations and Competitive Bids</u> 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.	
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	
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. All SBD documents must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated. 5. Valid proof of ownership of the property 6. Floor plan addressing the requirements must be attached to the bid document	

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 RURAL DEVELOPMENT & AGRARIAN REFORM

PROJECT NO.	PROJECT DESCRIPTION
SCMU8-23/24- 0043	PROVISION OF OFFICE ACCOMMODATION IN DORDRECHT FOR A PERIOD OF 03 YEARS

AVAILABILITY OF DOCUMENTS : **12 MAY 2023**
BRIEFING : **25 MAY 2023 @14:00**
CLOSING DATE : **09 JUNE 2023**

BID NOTICE

1. The Department of Rural Development and Agrarian Reform, Eastern Cape Provincial Government invites all suitable service providers to bid for provision of office accommodation for DORDRECHT office for a period of 36 months

The works/service will consist out of the following: all suitable service providers to bid for provision of office accommodation for DORDRECHT office for a period of 36 months

1. The service provider must be the rightful owner of the property to be leased.
2. The property that is to be leased must meet all the requirements for occupancy by group of people as per the required specifications.
2. Tender documents (**soft copies**) will be available on **12 May 2023** during working hours after 08:00 as of till the day before the tenders close, **documents will be emailed on request**.
3. The compulsory **clarification meeting** will be held in **DORDRECHT DRDAR Office at No 27 Voortreker Street, Dordrecht....., on the 25 May 2023 @14:00**
4. The completed tender document and any supporting documentation shall be placed in a single sealed envelope clearly marked **"CONTRACT NO: SCMU8-23/24- 0041PROVISION OF OFFICE ACCOMMODATION FOR DORDRECHT OFFICE FOR A PERIOD OF 36 MONTHS**

and deposited in the tender box at: Supply Chain Management, Block H, Bathandwa Ndondo Office Park, Komani Hospital, Queenstown, not later than 11:00 on **09 June 2023** when the tender box will close.

Tenderers should ensure that tender documents are delivered timeously to the correct address. If the tender is late, it will not be accepted for consideration

5. **Tenders will be opened in public immediately after closing time where the name of the tenderer, the financial offer, preference points claimed and proposed period for completion will be read out loud.**
6. **All submitted certificates must be valid for 90 days after the Tender Closing Date.**
7. In terms of Preferential Procurement Regulations of 2022 the 80/20 preference point system is applicable.

8. The Department is targeting specific goals in accordance to the Supply Chain Management Policy 2023 with reference to the Preferential Procurement Regulations 2022 The tenderers must submit verification documentation in proof of the preferential points claimed on SDB 6.1, according to table below:

o	Specific Goals	Preference Points allocated out of the 20	Documentation to be submitted by bidders to validate their claim for points
	An EME or QSE which is at least 51% owned by black people	5	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
	Located in the Province where the services will be rendered / item delivered.	2	- Municipal rates account OR - Letter from councilor confirming residence OR - Lease Agreement
	An EME or QSE which is at least 51% owned by women	7	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)	4	- ID Copy - CIPC (Company registration)' - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points)
	An EME or QSE which is at least 51% owned by people with disability	2	- ID Copy - CIPC (Company registration) - CSD report (the ownership status of the 2 documents must correspond in order to be awarded points) - Medical certificate - SASSA registration or confirmation of disability from a relevant authority.

A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.

9. A trust, consortium or joint venture must obtain and submit documented proof for each party of such trust, consortium or joint venture.

All tenderers must be registered on the National Treasury Centralized Suppliers Data Base, the CIDB before the closing date of tenders and provide the information.

Invalid or non-submission of the following documents will render the Bidder disqualified:

- **Tax compliance status and company directors of bidders will be verified on CSD for all price quotations and bids Therefore, Hard copies of Tax Certificate are no more required.**
- **CK documents must be attached in the bid.**
- **Copy of CIDB contractor grading certificate**
- **JV Agreement (if Applicable)**
- **Proof of CSD registration (active & recently updated)**

10. Building inspection will be performed by the DRDAR evaluation team before the award of the tender.

11. The tender with the lowest price or any tender offer will not necessarily be accepted.

12. All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.

13.

14. All tenders must be submitted on the official forms – (not to be re-typed). Telephonic, telegraphic, e-mail or facsimile will not be accepted.

15. Failure to supply all supplementary information, certificates and documentation may result in the tender being rendered non-responsive.

16. This tender is subject to the National Treasury General Conditions of Contract (July 2010) and, if applicable, any other Special Conditions of Contract (SCC).

17. Administrative enquiries should be directed to:

Ms K Mbuqwa
Telephone No.: 045 807 7016 /083 382 9352
Khutala.Mbuqwa@drdar.gov.za

18. Technical enquiries should be directed to:

Ms N. Msi
Telephone: 045 807 7035
nonzwakazi.msi@drdar.gov.za

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	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 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.

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 SBD 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

PROVISION OF OFFICE ACCOMMODATION IN DORDRECHT DRDAR OFFICE FOR A PERIOD OF 36 MONTHS

A. DESCRIPTION REQUIREMENTS FOR THE ABOVE MEASUREMENTS & OFFICES

The Department of Rural Development (DRDAR) has the following business requirements:

- Minimum of 100m², Office space excluding the parking areas.
- Offices and boardroom to be fitted with air conditioner/s
- Air conditioner/s to be serviced by the service provider's half/yearly – cost of servicing to be indicated on the offer to bid
- Storerooms must have firewalls.
- The building must be electrified, municipal rates electricity and water are the responsibility of the service provider (must be included in the offer to bid).
- Minimum 2 plugs per office.
- Minimum 3 plugs on each opposite sides of the boardroom.
- Reception area of the building to be enclosed for office and open space to remain as waiting area.
- Building must accommodate physically impaired/ challenged people
- Covered parking bays that must accommodate at least 06 (six) vehicles
- Open parking space for visitors
- The yard must be well fenced with lockable gates
- Windows and outside doors must be fitted with burglar bars; fire extinguishers must be installed in compliance with safety Regulations.
- The building must have network points.
- Storage room that is easily accessible and can be locked.

B. SPECIAL REQUIREMENTS FOR THE WINNING BIDDER

1. The Office Accommodation required is for an existing building, NOT a building to be or under construction.
2. Bidders must quote according to pricing schedule attached.
3. Total bid price must be inclusive of all costs e.g. VAT and etc, Only VAT registered bidders are allowed to claim VAT.
4. The awarded Bidder must within 30 days period before occupation make sure that everything is in place including the following:
5. Windows and outside doors must be fitted with burglar bars and windows must be fitted with blinds. Offices must have windows (natural lighting).
6. Fire extinguishers in compliance with safety regulations are installed and emergency exits.
7. All offices, passages and toilets must be fitted with ceramic tiles.
8. Offices must be painted white/cream
9. All offices and boardroom to have network points and plugs.
10. The building must be electrified in line with applicable regulations.
11. The building must have running water.

C. IT Requirements (Data Network Cabling Specification) are as follows:

- CAT6 Ethernet Cable (Krome /Molex)
- Double Scatting with normal power plug and network point (flash mount) run parallel.
- Supply Server / Ethernet Switch Rack mounted on the wall and not easily accessible to the users.
- Brush Panel for neatness
- Patch Panel for cable termination
- Main Power Plug for the Server Rack

Number of Users and Network Points:

- Dordrecht office must have 12 Network Points.

Failure to ensure that the building is ready for occupation within 30 days before the occupancy date, to be indicated in the letter of award, will result in the withdrawal of the award.

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 SBD 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 CH-22/23-0127 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 RURAL DEVELOPMENT AND AGRARIAN REFORM

BID NUMBER:	SCMU8-23/24-0043	CLOSING DATE:	09 June 2023	CLOSING TIME:	11:00
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DESCRIPTION	PROVISION OF OFFICE ACCOMMODATION FOR DORDRECHT OFFICE FOR A PERIOD OF 36 MONTHS
-------------	--

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT;

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

BLOCK H, BATHANDWA NDONDO OFFICE PARK

KOMANI HOSPITAL

KOMANI

5319

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	MS. K MBUQWA
TELEPHONE NUMBER	(045) 807 7016
FACSIMILE NUMBER	-
E-MAIL ADDRESS	khutala.mbuqwa@drdar.gov.za

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	MS N MSI
TELEPHONE NUMBER	(045) 8077035
FACSIMILE NUMBER	-
E-MAIL ADDRESS	Nonzwazi.msi@drdar.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:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
SPECIFIC GOALS CLAIMED	TICK APPLICABLE BOX]		ALL SUPPORTING DOCUMENTATION FOR THE GOALS CLAIMED ATTACHED		TICK APPLICABLE BOX]
	☐ Yes ☐ No				☐ Yes ☐ No

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

1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]
--	---

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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:

.....

PROVISION OF OFFICE ACCOMMODATION IN DORDRECHT FOR A PERIOD OF 36 MONTHS

SBD 3.1

PRICING SCHEDULE – FIRM PRICES
(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

NAME OF BIDDER: _____

SUMMARY OF PRICING SCHEDULE

Item 1: Provision of office accommodation: **Year 01** R _____

Provision of office accommodation: **Year 02** R _____

Provision of office accommodation: **Year 03** R _____

SUB TOTAL R _____

15% Value Added Tax R _____

Total Bid Amount R _____

Total Bid Amount in words:

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) _____
- Period required for delivery _____ *Delivery: Firm/not firm
- Delivery basis _____

SIGNED: _____ NAME OF SIGNATORY (IN CAPITALS): _____

SIGNED ON THIS THE _____ DAY OF _____ OF THE YEAR 2023

ON BEHALF OF _____

TELEPHONE NUMBER: (_____) _____ FAX NUMBER: (_____) _____

I/we choose domicilium citandi et executandi at

_____ in the Republic of South Africa.

A. DESCRIPTION – MEASUREMENTS AND QUANTITIES

SPECIFICATION

NO.	DESCRIPTION	QTY	MINIMUM DIMENSION	DETAILS OF OFFER	RATE / MONTH	ANNUAL AMOUNT
1.	State VET	01	Minimum of 12m ²			
2.	Control AHT	01	Minimum of 9m ²			
3.	Control ADT	01	Minimum of 9m ²			
4.	Agricultural Advisors	02	Minimum of 16m ²			
5.	Animal Health Technicians	02	Minimum of 16m ²			
6.	Provisioning Admin Clerk	1	Minimum of 6m ²			
7.	Cleaner	1	Minimum of 3m ²			
	TOTAL					

FACILITIES

8.	Toilets - with hand basins					
	1x Females with a she bin	2	Minimum of 6m ²			
	1x Males with urinary Cistern					
	1x Disability Toilet	01	Minimum of 4m ²			
9.	Kitchen with built-in cupboards, with sink (provided with cold and hot water)	01	Minimum of 6m ²			
10.	Storeroom	01	Minimum of 15m ²			
11.	Main Boardroom	01	Minimum of 30m ²			
12.	Sever Room with Air Conditioning	01	Minimum of 4m ²			

13.	VET Consulting Room / Clinic	01	Minimum of 30m ²			
14.	Parking Area		Minimum of 100m ²			
	Carports for GG Vehicles and officials	06				
15.	Servicing of air conditioners	Annual				
16.	Municipal rates, electricity & water	01				
	TOTAL					

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of 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:

.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **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	
SPECIFIC GOALS	
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:

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

No	The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1.	An EME or QSE which is at least 51% owned by black people		
2.	Located in the Province where the services will be rendered/ item delivered.		
3.	An EME or QSE which is at least 51% owned by women		
4.	An EME or QSE which is at least 51% owned by youth (up to 35 years of age)		
5.	An EME or QSE which is at least 51% owned by people with disability		

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 pervious goods or services contracts of a similar nature were completed satisfactorily. Failure to complete this page may result in your bid being eliminated.

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

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.....
2. Accept your bid under reference numberdated.....for Supply of goods/works indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. 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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.
2.

EASTERN CAPE PROVINCIAL GOVERNMENT

DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM

2 GENERAL CONDITIONS OF CONTRACT

The contract shall be governed by the "National Treasury General Conditions of Contract (July 2010). These General Conditions are available for inspection at the offices of the Departmental Head Office at Bhisho, Deputy Director: Supply Chain Management (SCM).

3 B. SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the General Conditions of Contract to the extent specified below, and shall take precedence and shall govern. **The following Special Conditions of Contract will apply.**

SECTION	SUBJECT
4. Standards	4.1 The material standards shall confirm to the Scope of Works (Project Particular Specifications)
7. Performance Security	7.1 No Performance Security is Required
10. Delivery of works/services	10.1 <i>The Bidder will deliver the Services as requested to the Department as specified in the Scope of works (Project Particular Terms of Reference) at the identified sites. A detail delivery note that include the full list of all the materials that are delivered shall be supplied by the service provider.</i> 10.2 <i>The Bidder will make delivery arrangements with the project leader for inspection of material to confirm compliance and verify the material and counting material.</i> 10.3 <i>The material will be sorted to the different items and stacked for easy counting.</i> 10.4 <i>The Bidder will complete the full project within the time frame stated after the acceptance letter is signed. (Maximum of 30 days is allowed to prepare the building)</i>
16. Payment	16.1 Payment will be made within a period of 30 days after the receivable of the invoice.
17. Prices	17.1 Prices charged by the supplier for services performed under the contract shall not vary from the prices quoted by the supplier in his bid.
21. Delays in the Bidders performance	21.1 Delivery of the services and performance of services shall be made by the Bidder in accordance with the time schedule prescribed in the Bid Rules and Special Conditions of Contract (SCC) clause 10.4 in the contract. 21.2 If at any time during performance of the contract, the Bidder or its supplier should encounter conditions impeding timely delivery of the performance of services, the Bidder shall promptly notify the Department in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Department shall evaluate the situation and may at his discretion extend the Bidder's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

	21.3 Except as provided under GCC Clause 25, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
22. Penalties	22.1 Subject to GCC Clause 25, if the Bidder fails to deliver any or all to perform the services within the period(s) specified in the contract, the Department shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed unperformed services using the current prime interest rate calculated for each day of delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 26.
23. Termination for default.	23.1 The Department, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the bidder/supplier fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the Department pursuant to GCC Clause 21.2; (b) if the bidder/supplier fails to perform any other obligation(s) under the contract; or (c) if the bidder/supplier, in the judgment of the Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
25. Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the Bidder/supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the bidder/supplier shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Department in writing, the bidder/supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency.	26.1 The Department may at any time terminate the contract by giving written notice to the bidder/supplier if the bidder/supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder/supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department.
27. Settlement of Disputes	27.1 The parties may at any time, without prejudice to any other proceedings, agree to settle any claim or any dispute amicable with the help of an impartial third party. Amicable settlement may include any settlement technique as agreed to by the parties. 27.2 Amicable settlement shall become final and binding on the parties only to the extent that it is correctly recorded as being agreed to by the parties.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African Laws.

GENERAL ITEMS

1. The bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in a separate questionnaire or in a separate annexure.
2. The Preference Claim and other relevant forms, attached, shall be completed, signed and submitted with the bid. Documentary proof as substantiation of preferences claimed and to the satisfaction of the Department, should be handed in with the bid.
3. Where items are specified in detail, the specifications form an integral part of the bid document and bidders shall indicate in the space provided whether the items offered are to specification or not. Failure to complete, will automatically disqualify the Bid for any further consideration.
4. In respect of the paragraphs where the items offered are strictly to specification, bidders shall insert the words "as specified".
5. In cases where the items are not to specification, the deviations from the specifications shall be indicated.
6. The bid prices shall be given in the units shown.
7. All prices shall be quoted in South African currency.
8. Delivery basis:
 - (a) Supplies which are held in stock or are in transit or on order from South African manufacturers at the date of bidding, shall be offered on a basis of delivery into consignee's store or on his site within the free delivery area of the bidder's centre, or carriage paid consignee's station if the goods are required elsewhere.
 - (b) Notwithstanding the provisions of paragraph 8(a), bid prices for supplies in respect of which installation/erection/assembly is a requirement, shall include ALL costs on a basis of delivered on site as specified.
9. No bids transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
10. Failure on the part of the bidder to sign this bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the BID.
11. Bids should be submitted on the official forms and should not be qualified by the bidder's own conditions of bidding. Failure to comply with these requirements or to renounce specifically the bidder's own conditions of bidding, when called upon to do so, may invalidate the bid.
12. The bid forms should not be retyped or redrafted but photocopies may be prepared and used. Additional offers may be made for any item but only on a photocopy of the page in question or on other forms obtainable from the relevant Institution. Additional offers made in any other manner may be disregarded.
13. Black ink shall be used to fill in bids. No unauthorized alteration shall be made to the document. Mistakes made by the Bidders in the completion of the pricing schedule, forms, etc. shall not be erased nor erasing fluid used. A line shall be drawn through the incorrect entry and the correct

entry shall be written above and the correction initialed by the Bidders. Bid may also be rejected if they show any additional items not originally included in the Bid documents, conditional or incomplete offers, irregularities of any kind in either the Bid form or the priced schedule, or if the rates and amounts quoted in the schedule are obviously unbalanced and the Bidders, after having been called upon to adjust same in a reasonable manner, fails to do so within a period of seven days of having received notification to that effect.

14. The Bidder shall satisfy himself that the documents received are correct, complete and sufficient to be the basis of a *bona fide* Bid. Bidders shall check the numbers of the pages and satisfy themselves that none are missing or duplicated. No liability shall be accepted in regard to claims arising from the fact that pages are missing or duplicated. Should a Bidder not accept that the documents issued can form the basis of a *bona fide* Bid the SCM Unit shall be requested to correct the discrepancy, ambiguity, missing or illegible information prior to the submission of Bid. The submission of a *bona fide* Bid shall absolve the Employer from any liability whatsoever for any error in a Bid due to the foregoing.
15. The relevant consultant/contractor agrees that should any dispute arise from the contract, the matter shall be submitted to the relevant Bid Adjudication Committee for a ruling and such ruling shall be final.
16. In the event that the bidder is not the actual manufacturer and will be sourcing the product(s) from another company, an unconditional letter (or certificate: confirmation of supply arrangements between the bidder and his/her supplier) from the company(ies)/supplier(s) confirming supply arrangement(s) in this regard, has to accompany the bid at the closing date and time of bid. The said company/supplier must confirm that it has familiarized itself with the item description, specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated in respect of which item(s) the supportive letter has been issued. It must be indicated in the above-mentioned letter that all financial arrangements with regard to payment between the prospective bidder and manufacturer/company/supplier issuing such a letter has been finalized and terms and conditions mutually agreed upon. Non-compliance with the above-mentioned special conditions would automatically invalidate the bid for such products offered.
17. The Bid must be signed by one duly authorized to do so. In the case of a Bid being submitted on behalf of a Company, Close Corporation, Partnership or Joint Venture, such Bid shall be accompanied by a certified copy of a resolution of the Board of Directors of such Company, Close Corporation or other suitable authority in the case of a Partnership or Joint Venture, in terms of which the nominee is authorized to sign on behalf of the business entity.

The joint venture documentation is also to clearly state that all its parties will remain severally and jointly bound for the duration of the defects liability period, as well as setting out how matters will be dealt with that may arise as latent defects once the joint venture has dissolved.

If due to any unforeseen reasons the joint venture dissolves during the defects liability period, the agreement must clearly state how the liability

	will be dealt with in terms of honoring all the responsibilities it may still have with regards to the due performance of all contractual issues that could arise.
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| | <p>18. These conditions form part of the bid/ price quotation and failure to comply therewith may invalidate a bid/ price quotation.</p> |
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