

BID ADVERTISEMENT FORM

Bid description	LEASE OF WAREHOUSE THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS.										
Bid number	NWGB 2022/4										
Name of institution	NORTH WEST GAMBLING BOARD										
The place where goods, works or services are required	MAFIKENG/MMABATHO										
Closing date and time	Date	0	7	1	1	2	0	2	2	Time	11H00 AM
Contact details	Postal address	PRIVATE BAG X34 MMABATHO 2735									
	Physical address	131 UNIVERSITY DRIVE MMABATHO 2735									
	Tel	018 384 3215									
	Fax	018 384 2290									
	email	ceo@nwgb.co.za									
	Contact person	Mr. Simon Mogapi									
Where bids can be collected	131 UNIVERSITY DRIVE, MMABATHO, 2735										
Where bids should be delivered	131 UNIVERSITY DRIVE, MMABATHO, 2735										
Category <i>(refer to annexure A)</i>	ACCOMMODATION, Leasing of										
Sector	BUILDING										
Region	NGAKA-MODIRI MOLEMA										
Compulsory briefing session/site visit	Date	NO BRIEFING SESSION									
	Time	NOT APPLICABLE									
	Venue	NOT APPLICABLE									

ANNEXURE A: COMMODITY CATEGORIES

- ACCOMMODATION, Leasing of
- AUDIO VISUAL EQUIPMENT
- BUILDING MATERIAL
- CHEMICALS: Agricultural/Forestry/Laboratory/ Water Care
- CLOTHING/TEXTILES
- COMPUTER EQUIPMENT
- COMPUTER SOFTWARE
- ELECTRICAL EQUIPMENT
- ELECTRONIC EQUIPMENT
- FURNITURE
- GENERAL
- MEDICAL
- OFFICE EQUIPMENT: Labour-saving devices
- PERISHABLE PROVISIONS
- STATIONERY/PRINTING
- STEEL
- TIMBER
- VEHICLE (all types)
- WORKSHOP EQUIPMENT

SERVICES

- BUILDING
- CIVIL
- ELECTRICAL
- FUNCTIONAL (including cleaning/security services)
- GENERAL
- MAINTENANCE (Electrical, mechanical equipment and plumbing)
- MECHANICAL
- PROFESSIONAL
- REPAIR AND MAINTENANCE OF VEHICLES
- TRANSPORT
- OTHER

Tender No: NWGB 2022/4

Lease of a warehouse to the North West Gambling Board in either Mmabatho or Mafikeng area for a period of five (05) years

A SEALED BID ENVELOPE TO BE DEPOSITED IN THE TENDER BOX SITUATED AT

131 University Drive
Mmabatho,
Mafikeng,
2735



INVITATION TO BID

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)

BID NUMBER:

CLOSING DATE:

CLOSING TIME: 11:00

DESCRIPTION.....

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

.....

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....

A REGISTERED AUDITOR

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE
IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?

YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department:

Contact Person:

Tel:

Fax:

E-mail address:.....

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:

Tel:

Fax:

E-mail address:.....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to ~~exceed/not exceed~~ R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

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

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- $P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of
company/firm:.....

8.2 VAT registration
number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



INVITATION TO TENDER: LEASE OF WAREHOUSE FOR THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR MAFIKENG TO ACCOMMODATE THE BOARD PERSONNEL AND ASSETS

Tender Number:	NWGB 2022/4
Description	Lease of warehouse to the North West Gambling Board in either Mmabatho or Mafikeng area for a period of five (05) years
Closing Date for questions/queries	Date: 07 November 2022 Time: 10h00
Closing Details of Tender	Date: 07 November 2022 Time: 11h00 Place: 131 University Drive, Mmabatho
Public Opening of tender Responses	Date: 07 November 2022 Time: 11h00 Place: 131 University Drive, Mmabatho
Tender Validity Period	90 days from the closing date

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LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR
MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



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PART A

1. INTRODUCTION

1.1. BACKGROUND

1.1.1 The North West Gambling Board is a Public Finance Management Act Schedule 3C public entity established in terms of Section 3 of North West Gambling Act (Act No. 2 of 2001).

1.2. PURPOSE

1.2.1. The Board is seeking to lease warehousing facilities with no less 1000m² of storage capacity. Additional space must include a fully fitted kitchen (with minimum size of 4m²) and restrooms. Parking space must be able to accommodate a minimum of 4 vehicles inside the premises. The parking space must also be able to fit at least one horse-and-double-trailer vehicle combination (of at least 22m in length; 2.6m in width and 4.3m in height). The warehouse must be in a safe and secure area, in either Mafikeng or Mmabatho with easy access to transportation and communication network coverage.

2. MINIMUM TECHNICAL REQUIREMENTS SCOPING

2.1 The warehouse space must have or make provision for:

- 7.1.1. Minimum storage space of 1000m²
- 7.1.2. Double volume space
- 7.1.3. Parking space must be able to accommodate a minimum of 4 vehicles inside the premises. The parking space must also be able to fit at least one horse-and-double-trailer vehicle combination (of at least 22m in length; 2.6m in width and 4.3m in height)
- 7.1.4. Fully-fitted kitchen
- 7.1.5. Female and male restrooms which also caters for persons with disabilities.

3. PARTICULARS OF THE TENDERER

3.1 Tenderers that are unincorporated consortia consisting of more than one legal entity must select a lead entity and furnish the details of the lead entity, unless otherwise specified.

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR
MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



**NORTH WEST
GAMBLING BOARD**

NAME OF TENDERER:			
POSTAL ADDRESS:			
Physical ADDRESS:			
PREFERRED ADDRESS OF SERVICE			
CONTACT PERSON (FULL NAME):			
EMAIL ADDRESS:			
TELEPHONE NUMBER:			
FAX NUMBER:			
TENDERER COMPANIES AND INTELLECTUAL PROPERTY COMMISSION REGISTRATION NUMBER			
TENDERER VALUE ADDED TAX REGISTRATION NUMBER			
BBBEE STATUS LEVEL VERIFICATION CERTIFICATE /BBBEE STATUS LEVEL SWORN AFFIDAVIT SUBMITTED? [TICK APPLICABLE BOX]	YES		NO
IF YES, PROVIDE THE NAME OF THE ISSUING ENTITY?			
REGISTERED WITH THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE [TICK APPLICABLE BOX]	YES		NO
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER			
TAX COMPLIANCE STATUS PIN (TCS) NUMBER ISSUED BY SARS			

1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE	☐ Yes ☐ No
	[IF YES ENCLOSE PROOF]

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR
MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



**NORTH WEST
GAMBLING BOARD**

GOODS /SERVICES /WORKS OFFERED?				
2. ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			☐ Yes ☐ No [IF YES ANSWER PART B:3 BELOW]	
3. SIGNATURE OF TENDERER				
4. DATE				
5. FULL NAME OF AUTHORISED REPRESENTATIVE				
6. CAPACITY UNDER WHICH THIS TENDER IS SIGNED (Attach proof of authority to sign this tender; e.g., resolution of directors, etc.)				
7. TOTAL SQUARE METERS OF BUILDING	R PER SQUARE METER	TOTAL NUMBER OF PARKING BAYS	RATE PER PARKING BAY	TOTAL TENDER PRICE (VAT INCLUSIVE)

PART B

4. TERMS AND CONDITIONS FOR TENDERING

4.1 GENERAL CONDITIONS

- 7.1.1. TENDERS MUST BE HAND-DELIVERED AS PER THE TIMELINES STIPULATED IN PART A. LATE TENDERS WILL NOT BE ACCEPTED AND WILL BE CONSIDERED AN INVALID TENDER.
- 7.1.2. ALL TENDERS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED).
- 7.1.3. TENDERERS MUST BE REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO TENDERING INSTITUTION.
- 7.1.4. THIS TENDER IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 7.1.5. THE BUILDING SHOULD BE AVAILABLE FROM 01 FEBRUARY 2023 FOR RELOCATION OF ASSETS. THE LEASE PERIOD WILL BE FOR FIVE (05) YEARS.

4.2 TAX COMPLIANCE REQUIREMENTS

- 4.2.1 TENDERERS MUST BE TAX COMPLIANT AT THE TIME OF SUBMISSION OF THE TENDER.
- 4.2.2 TENDERERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 4.2.3 TENDERERS MUST SUBMIT A PRINTED TAX COMPLIANCE STATUS (TCS) TOGETHER WITH THE TENDER.
- 4.2.4 IN TENDERS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. EACH MEMBER INVOLVED MUST BE INDICATED IN THE RELEVANT SECTION ABOVE. THIS WILL ALSO APPLY IN RESPECT OF UNREGISTERED CONSORTIA OR JOINT VENTURES.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE TENDER INVALID.

PART C

5. CHECKLIST OF COMPULSORY RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below
- Ensure that the following documents are completed and signed where applicable
- Use the prescribed sequence in attaching the annexes that complete the Tender Document

NB: Failure to provide any of the following will render the tender as invalid.

YES NO

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Part B: Documents as identified in 4.2.2 to 4.2.4 of Part B |
| ☐ | ☐ | Part E: Completed and signed Specifications/Terms of Reference |
| ☐ | ☐ | Annexure A: Pricing Schedule: SBD 3.3. |
| ☐ | ☐ | Annexure B: SBD (Invitation to tender) |
| ☐ | ☐ | Annexure C: SBD4 |
| ☐ | ☐ | Annexure D: SBD6.1 |
| ☐ | ☐ | Annexure E: Certified Copies of All Relevant CIPC or Trust Deed Certificate or Sole Proprietor Registration Documents |
| ☐ | ☐ | Annexure F: Certified Copies of Latest Share Certificates of All Relevant Companies |
| ☐ | ☐ | Annexure G: (if applicable): A breakdown of how fees and work will be spread between members of the tendering consortium or joint venture |
| ☐ | ☐ | Annexure H: Supporting Documents to Responses to Pre-Qualifying Criteria and Evaluation Criteria. |
| ☐ | ☐ | Annexure I: General Conditions of Contract |
| ☐ | ☐ | Annexure J: Tax Compliant Status and CSD Registration Requirements |
| ☐ | ☐ | Annexure K: Company Details |
| ☐ | ☐ | Annexure L: Resolution for Signatory |

6. TECHNICAL REQUIREMENTS COMPLIANCE CHECKLIST

WAREHOUSE SPACE REQUIRED	CRITERIA MET?	ALREADY AVAILABLE	TO BE PROVISIONED
Double volume space (The main storage area must have a double volume ceiling height).			
Parking space must be able to accommodate a minimum of 4 vehicles inside the premises. The parking space must also be able to fit at least one horse-and-double-trailer vehicle combination (of at least 22m in length; 2.6m in width and 4.3m in height).			
Fully-fitted kitchen			
Female and male restrooms which also caters for persons with disabilities			

NB: WHERE THE TECHNICAL REQUIREMENT IS NOT MET ON SUBMISSION AND IS PROVISIONED TO BE ERECTED, THE TENDERER MUST PROVIDE A FULL IMPLEMENTATION PLAN OF ERECTING THE AREA WHICH SHOULD BE READY BY THE DATE OF OCCUPATION OF THE OFFICE (01 February 2023)

PART D

7. CONDITIONS OF TENDERING

7.1. DEFINITIONS

In this Request for Tenders, unless a contrary intention is apparent:

- 7.1.1. B-BBEE means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act, 2003;
- 7.1.2. B-BBEE Act means the Broad-Based Black Economic Empowerment Act, 2003;
- 7.1.3. B-BBEE status level of contributor means the B-BBEE status received by a measured entity based on its overall performance used to claim points in terms of regulation 6 and 7 of the Preferential Procurement Regulations, 2017.
- 7.1.4. Business Day means a day which is not a Saturday, Sunday or public holiday.
- 7.1.5. Tender or tender means a written offer in the prescribed or stipulated form lodged by a Tenderer in response to an invitation in this Request for Proposal, containing an offer to provide goods, works or services in accordance with the Specification as provided in this ITT.
- 7.1.6. Tenderer/tenderer means a person or legal entity, or an unincorporated group of persons or legal entities that submit a Tender.
- 7.1.7. Companies Act means the Companies Act, 2008.
- 7.1.8. Compulsory Documents means the list of compulsory schedules and documents set out in Part B.
- 7.1.9. Closing Time means the time, specified as such under the clause 4 (Tender Timetable) in Part C, by which Tenders must be received.
- 7.1.10. The BOARD means the North West Gambling Board.



- 7.1.11. Evaluation Criteria means the criteria set out under the clause 27 (Evaluation Process) of this Part C, which includes the Qualifying Criteria, Functional Criteria and Price and Preferential Points Assessment.
- 7.1.12. Fully fitted kitchen means kitchen with cupboard space, running water and sink, power plugs and plumbing.
- 7.1.13. Functional Criteria means the criteria set out in clause 27 of this Part C.
- 7.1.14. Intellectual Property Rights includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
- 7.1.15. PFMA means the Public Finance Management Act, 1999.
- 7.1.16. PPPFA means the Preferential Procurement Policy Framework Act, 2000.
- 7.1.17. PPPFA Regulations means the Preferential Procurement Regulations, 2017 published in terms of the PPPFA.
- 7.1.18. Pre-Qualifying Criteria means the criteria set out in clause Error! Reference source not found. of this Part C.
- 7.1.19. Price and Preferential Points Assessment means the process described in clause 27.2 of this Part C, as prescribed by the PPPFA.
- 7.1.20. Proposed Contract means the agreement including any other terms and conditions contained in or referred to in this ITT that may be executed between the BOARD and the successful Tenderer.
- 7.1.21. Request for Tenders or ITT means this document (comprising each of the parts identified under Part A, Part B, Part C and Part D) including all annexures and any other documents so designated by the BOARD
- 7.1.22. SARS means the South African Revenue Service.
- 7.1.23. Services means the services required by the BOARD, as specified in this ITT Part D.
- 7.1.24. SLA means service level agreement.
- 7.1.25. Specification means the conditions of tender set and any specification or description of the BOARD's requirements contained in this ITT.
- 7.1.26. Statement of Compliance means the statement forming part of a Tender indicating the Tenderers compliance with the Specification.
- 7.1.27. State means the Republic of South Africa.
- 7.1.28. Tendering Process means the process commenced by the issuing of this Request for Proposals and concluding upon formal announcement by the BOARD of the selection of a successful Tenderer(s) or upon the earlier termination of the process.
- 7.1.29. Website means a website administered by the BOARD under its name with web address www.nwgb.co.za

7.2. INTERPRETATION

In this Tender document, unless expressly provided otherwise a reference to:

- 7.2.1. "includes" or "including" means includes or including without limitation; and
- 7.2.2. "R" or "Rand" is a reference to the lawful currency of the Republic of South Africa.

7.3. TENDER TECHNICAL AND GENERAL QUERIES

7.3.1. Technical Queries pertaining to this tender must be directed to: -
The Manager: Facility Management Unit
Email: lmokgoje@nwgb.co.za

7.3.2. General Queries pertaining to this tender must be directed to: -
The Manager: Supply Chain Management Unit
Email: fkhomogwe@nwgb.co.za

7.3.3. Tender enquiries can only be made up to 07 November 2022, 10h00.

7.3.4. All enquiries must be made in writing to the relevant official referred to above.
No enquiries will be made or answered telephonically.

7.4. SUBMISSION OF TENDERS

7.4.1. DELIVERY

- 7.4.1.1. All tenders will be hand-delivered at 131 University Drive, Mmabatho on or before the closing date and time and be physically placed in the tender box by the tenderer. No posted or emailed tenders will be accepted.
- 7.4.1.2. Hand-delivered documents must be in a sealed envelope, with only the Tender Number and Tender Description eligibly written on one side of the envelope.
- 7.4.1.3. The person delivering the documents must complete a register on site at the security desk.
- 7.4.1.4. No tenders will be accepted after the indicated closing date and time.

7.5. RULES GOVERNING THIS ITT AND THE TENDERING PROCESS

- 7.5.1. All Tenderers shall be deemed to have accepted the rules, terms and conditions contained in this ITT.
- 7.5.2. The rules contained in this ITT apply to:
 - 7.5.2.1. The ITT and any other information given, received or made available in connection with this ITT, and any revisions or annexures;
 - 7.5.2.2. The Tendering Process; and
 - 7.5.2.3. Any communication relating to the ITT or the Tendering Process.

7.6. INDEMNITY AND DISCLAIMER

7.6.1. STATUS OF REQUEST FOR TENDERS

- 7.6.1.1. This ITT must not be construed, interpreted, or relied upon, whether expressly or implicitly, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights. No binding contract or other understanding for the supply of services will exist between the BOARD and any Tenderer unless and until the BOARD has executed a formal written contract with the successful Tenderer.

7.6.2. ACCURACY OF INFORMATION

7.6.2.1. Whilst all due care has been taken in connection with the preparation of this ITT, the BOARD makes no representations or warranties that the content in this ITT or any information communicated to or provided to Tenderers during the Tendering Process is, or will be, accurate, current or complete. THE BOARD, and its officers, employees and directors will not be liable with respect to any information communicated which is not accurate, current or complete.

7.6.2.2. If a Tenderer finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this ITT or any other information provided by the BOARD (other than minor clerical matters), the Tenderer must promptly notify the BOARD in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the BOARD an opportunity to consider what corrective action is necessary (if any). Any discrepancy, ambiguity, error or inconsistency unless or otherwise determined by the BOARD, shall not invalidate this ITT.

7.6.2.3. Any actual discrepancy, ambiguity, error or inconsistency in this ITT or any other information provided by the BOARD will, if possible, be corrected and provided to all Tenderers without attribution to the Tenderer who provided the written notice.

7.7. ADDITIONS AND AMENDMENTS

7.7.1. The BOARD reserves the right where necessary to change any information in, or to issue any addendum to this ITT before the closing date and time. The BOARD and its officers, employees and directors will not be liable in connection with either the exercise of, or failure to exercise this right.

7.7.2. If the BOARD exercises its right to change information in terms of clause 7.7.1, it may seek amended Tenders from all Tenderers.

7.8. NO OBLIGATION TO ENTER INTO CONTRACT, RIGHT TO TERMINATION AND REJECTION OF TENDERS

7.8.1. The BOARD is under no obligation to appoint any Tenderer or Tenderers (as the case may be), or to enter into a contract with any Tenderer or any other person, if it is unable to identify a Tender that complies in all relevant respects with the requirements of the BOARD, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances the BOARD will be free to proceed via any alternative process.

7.8.2. Notwithstanding anything else in this ITT, and without limiting its rights at law or otherwise. The Board reserves the right to cancel this request for tenders at any time at its own discretion, reject any tender that does not comply with the mandatory requirements for tendering and or is submitted after the closing date and time.

7.9. REPRESENTATIONS

- 7.9.1. No representations made by or on behalf of the BOARD in relation to this ITT will be binding on the BOARD unless that representation is expressly incorporated into the contract ultimately entered between the BOARD and the successful Tenderer.

7.10. REQUEST FOR CLARIFICATION OR FURTHER INFORMATION

- 7.10.1. All communication, questions or requests for further information or clarification of this ITT or any other document issued in connection with the Tendering Process must be directed to the BOARD officials as indicated in clause 7.3.
- 7.10.2. Any communication by a Tenderer to the BOARD will be effective upon receipt by the designated Official of the BOARD (provided such communication is in the required format).
- 7.10.3. Except where the BOARD is of the opinion that issues raised apply only to an individual Tenderer, questions submitted and answers provided will be made available to all Tenderers by e-mail, as well as on the BOARD's website without identifying the person or organisation which submitted the question.
- 7.10.4. In all other instances, the BOARD may directly provide any written notification or response to a Tenderer by email to the address of the Tenderer (as notified by the Tenderer to the BOARD).
- 7.10.5. A Tenderer may, by notifying the designated THE BOARD Official in writing, withdraw a question submitted in accordance with clause 7, in circumstances where the Tenderer does not wish the BOARD to publish its response to the question to all Tenderers.

7.11. COMPLAINTS ABOUT THE TENDERING PROCESS

- 7.11.1. Any complaint about the ITT, the Tendering Process and/or conduct of an employee or director of the BOARD must be submitted to the Office of the CEO in writing, by email, immediately upon the cause of the complaint arising or becoming known to the Tenderer to ceo@nwgb.co.za or by letter at the following physical address: 131 University Drive, Mmabatho 2735
- 7.11.2. The written complaint must set out:

- The basis for the complaint, specifying the issues involved;
- How the subject of the complaint affects the organisation or person making the complaint;
- Any relevant background information; and
- The outcome desired by the person or organisation making the complaint.

7.12. TENDERER'S RESPONSIBILITIES

Tenderers are responsible for:

- 7.12.1. Examining this ITT and any documents referenced or attached to this ITT and any other information made or to be made available by the BOARD to Tenderers in connection with this ITT;
- 7.12.2. Fully informing themselves in relation to all matters arising from this ITT, including all matters regarding the BOARD's requirements for the provision of the services;
- 7.12.3. Ensuring that their Tenders are accurate and complete;
- 7.12.4. Making their own enquiries and assessing all risks regarding this ITT, and fully considering and incorporating the impact of any known and unknown risks into their Tender;
- 7.12.5. Ensuring that they comply with all applicable laws in regard to the Tendering Process particularly as specified by National Treasury Regulations, Guidelines, Instruction Notes and Practice Notes and other relevant legislation as published from time to time in the Government Gazettes; and
- 7.12.6. Submitting all Compulsory Documents.
- 7.12.7. Tenderers with annual total revenue of R10 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the B-BBEE Act must submit a certificate issued by a registered, independent auditor (who or which is not the Tenderer or a part of the Tenderer) or an accredited verification agency.
- 7.12.8. Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy, or a sworn affidavit thereof, substantiating their B-BBEE status. The submission of such certificates must comply with the requirements of instructions and guidelines issued by National Treasury and be in accordance with the applicable notices published by the Department of Trade and Industry in the Government Gazette.
- 7.12.9. The BOARD 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 BOARD.
- 7.12.10. Failure to provide the required information will result in disqualification of the Tenderer.
- 7.12.11. The Tenderers participation or involvement in any stage of the Tendering Process is at the Tenderers sole risk, cost and expense. The BOARD will not be held responsible for, or pay for any expense or loss that may be incurred by Tenderers in relation to the preparation or lodgement of their Tender.

7.13. BENEFICIAL OCCUPATION

- 7.13.1. The proposed warehouse space must be available from 01 January 2023 to allow the BOARD to prepare the office for occupation by 01 February 2023.
- 7.13.2. The lease agreement must include beneficial occupation of one (01) month. During the beneficial occupation period the Tenderer will not charge the BOARD for rental, parking, electricity, water, operational costs and any other costs to be raised during that period.
- 7.13.3. Beneficial occupation period will run from 01 January 2023 to 31 January 2023.
- 7.13.4. The BOARD will take full occupation of the building by 01 February 2023.

7.14. PREPARATION OF TENDERS

- 7.14.1. Tenderers must ensure that their Tender is submitted in the required format as stipulated in this ITT; and all the required information fields in the Tender are completed in full and contain the information requested by the BOARD.
- 7.14.2. The BOARD may in its absolute discretion reject a Tender that does not include the information requested or is not in the format required.
- 7.14.3. Unnecessarily elaborate responses or other representations beyond that which is sufficient to present a complete and effective tender proposal are not desired or required. Elaborate and expensive visual and other presentation aids are not necessary.
- 7.14.4. Where the Tenderer is unwilling to accept a specified condition, the non-acceptance must be clearly and expressly stated. Prominence must be given to the statement detailing the non-acceptance. It is not sufficient that the statement appears only as part of an attachment to the Tender or be included in a general statement of the Tenderers usual operating conditions.
- 7.14.5. An incomplete Tender will be disqualified or assessed solely on the information completed or received with the Tender.

7.15. TREATMENT OF A TENDER AFTER TENDER SUBMISSION

- 7.15.1. The BOARD will not permit a tender after submitted into tender box to be opened before the closing date.

7.16. DISCLOSURE OF TENDER CONTENTS AND TENDER INFORMATION

- 7.16.1. All Tenders received by the BOARD will be treated as confidential. The BOARD will not disclose contents of any Tender and Tender information, except:
- 7.16.1.1. as required by law;
 - 7.16.1.2. for the purpose of investigations by other government authorities having relevant jurisdiction;
 - 7.16.1.3. to external consultants and advisors of the BOARD engaged to assist with the Tendering Process;



- 7.16.1.4. or for the general information of Tenderers required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

7.17. USE OF TENDERS

- 7.17.1. Upon submission in accordance with the requirements relating to the submission of Tenders, all Tenders submitted become the property of the BOARD. Tenderers will retain all ownership rights in any intellectual property contained in the Tenders.
- 7.17.2. Each Tenderer, by submission of their Tender, is deemed to have authorised the BOARD to reproduce the whole, or any portion, of their Tender for the sole purposes of enabling the BOARD to evaluate the Tender.

7.18. WAREHOUSE SPACE PREPARATION REQUIREMENTS POST AWARD

- 7.18.1. Below is a list of requirements that may not be available at the time of evaluation, but the successful tenderer should provide for when the tender is awarded. These will form part of the lease agreement.

	REQUIREMENT
i.	Fire protection (detection and suppression) equipment to be installed to comply with SANS 10400. These must include smoke detectors, warning system sirens and lights, fire extinguishers for all fire types, hose reels, signage, etc. (the list is not exhaustive). Full Fire maintenance plan to be provided as part of the lease agreement.
ii.	Air conditioning must be of an acceptable standard and quality. The air conditioning units must be installed in each workspace/office that will be identified. Air conditioning units shall be maintained and serviced as per manufacturer's specifications at the account of the landlord.
iii.	Partition walls shall be used to divide the total floor area of the building into separate storage areas as required.
iv.	Floor covering must be of an acceptable standard and quality. Kitchens, bathrooms to be tiled either in a ceramic, vinyl or porcelain tiles. The storage areas must have non-slip rubber tiles or polished concrete floor.
v.	The building must have an emergency power supply unit subject to the size of the building to ensure essential areas such as emergency lifts, emergency lighting, etc., are functioning in the event of a power failure, load shedding, at occupation. The emergency power supply should be able to provide power to the entire building for a minimum period of four (04) hours.



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vi.	Tenderers must indicate the make and electrical capacity of the emergency power supply unit installed in the building and also provide a list of the standard equipment that may be connected to it. Make..... Capacity.....
vii.	An indication of how long (duration) the emergency power supply unit can provide emergency power to the standard equipment currently connected. Duration.....
viii.	The landlord must provide at least a minimum of one (1) 2500-liter water tank with a pressure pump as a water backup supply during office hours. In case of a double storey building, the tank must be elevated to assist the pressure of water supply to all floors.
ix.	Should water shading be implemented by local authorities, the water supply mentioned above should be sufficient to cover a period of two days and more. A regular maintenance of all water related equipment is compulsory.
x.	The landlord will be required to supply and install external surveillance of the building at their own costs, giving full operational access to NWGB. The landlord will be responsible for the maintenance of the surveillance system.

8. EVALUATION CRITERIA AND PROCESS

8.1. SITE INSPECTION BY THE TENDER EVALUATION COMMITTEE

- 8.1.1. The Tender Evaluation Committee of the Board reserves the right to conduct site inspection of the building made available by any tenderer on any date for purposes of conducting its evaluation of the building.
- 8.1.2. It will be the tenderer's responsibility to ensure that the building is accessible for the purpose of the aforementioned and any relevant person is available to accompany the Committee members.

8.2. FIRST STAGE - ADMINISTRATIVE COMPLIANCE

	Documentation Required	Attached (Yes/No)
1	Original or certified copy of B-BBEE Contribution Level Certificate	
2	Original and Valid Tax Clearance Certificate	
3	Grade certificate of the building not older than twelve (12) months	
4	Proof of Registration on Central Supplier Database	

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



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8.2.1. Tenderers will be given seven (07) days to submit these documents in the event that the documents are not immediately available to the Tenderer at the closing date and time, otherwise the Tender will be considered non-responsive after seven (07) days and be considered invalid.

8.3. MANDATORY REQUIREMENTS

	Documentation Required	Attached (Yes/No)
1	Company registration certificate with Companies and Intellectual Property (CIPC) issued in terms of Companies Act of 2008	
2	Completed, signed Standard Tendering Documents, Terms of Reference, and all supporting annexures and documents	
3	Proof of ownership of building for lease (Title Deed and/or Bond Documents if the building is bonded, will be proof of ownership)	
4	Proof of location of building {Up-to-date municipal account (not owing municipal rates) will be proof of location}	
5	Deed Property Search printout not older than one (01) month	
6	Legal mandate to negotiate the leasing of the building (in case of agents)	
7	Space planning and site layout meeting the minimum required space meterage	
8	Building Certificate of compliance not older than twelve months	
9	Detailed Pricing Schedule covering the five (05)-year lease period	

8.3.1. Failure to submit any of the above listed documents, the Tender will be considered incomplete, invalid and disqualified for any further evaluation.

8.4. SECOND STAGE - FUNCTIONALITY EVALUATION CRITERIA

Item No	Evaluation Criteria	Compliance	Points Allocation	Maximum Points
1	The building meets the minimum space meterage requirement of 1000m ²	≥1000 to 1500	50	50
		Less than 1000m ²	0	
2	Beneficial occupancy	Two months or more	20	20
		Two months	15	
		One month	10	
		Less than one month	0	
3	Experience in commercial leasing	Five years or more	30	30
		≥3 to <5 years	20	
		≥1 to <3 years	10	
		Less than one year	5	



		No experience	0	
Total points				100

8.4.1. Tenderers must achieve a minimum score of 60% to proceed to the next stage of evaluation.

8.4.2. Tenderers not meeting the minimum specified square meter requirements will be considered non-responsive and will not proceed to the next stage.

8.4.3. NWGB will only pay rental for up to 1200m².

8.5. THIRD STAGE: PRICE AND PREFERENTIAL POINTS ASSESSMENT

8.5.1. The Third stage of evaluation of the Tenders will be in respect of price and preferential procurement only. Points will be allocated to Tenderers at this stage of the evaluation in accordance with the PPPFA and the PPPFA Regulations, as follows:

Price points 80

Preferential procurement points 20

Price points

The following formula will be used to calculate the points for price:

$$P_s = 80(1 - (P_t - P_{min}) / P_{min})$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

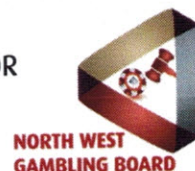
P_{min} = Comparative price of lowest acceptable tender or offer.

Preferential procurement points

A maximum of 20 points may be awarded in respect of preferential procurement, which points must be awarded to a tenderer for attaining their B-BBEE Status Level in accordance with the table below:

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

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



An unincorporated trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.

Total Points

The total points scored by each Tenderer will be calculated by adding the points scored for price (out of 80) to the points scored for preferential procurement (out of 20).

The successful Tenderer will be the Tenderer which has the highest total points (out of 100) for both price and preferential procurement (unless there is a basis for selecting a different successful Tenderer in accordance with section 2(1)(f) of the PPPFA).

PART E

Annexure A

PRICING SCHEDULE

	Year 1	Year 2	Year 3	Year 4	Year 5
Warehouse Rental (rate per square meter)					
Parking (Rate per bay)					
Operational Costs (List of operational costs)					
Annual Escalation Fee					
MONTHLY TOTAL					
ANNUAL TOTAL					
TOTAL OVER A 5 YEARS PERIOD					

*** failure to complete the pricing schedule in full and fully detailed pricing schedule may lead to disqualification of the TENDER.

Annexure B

SBD 1. INVITATION TO TENDER

Annexure C

SBD 4

DECLARATION OF INTEREST

Annexure D

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2017

Annexure E

CERTIFIED COPIES OF ALL RELEVANT CIPC OR TRUST DEED CERTIFICATE OR SOLE PROPRIETOR
REGISTRATION DOCUMENTS

Tenderers are required to include, as Annexure F to their Tenders, certified copies of
all relevant CIPC or Trust Deed Certificate or Sole Proprietor registration documents
listing all members and shareholders with percentages.

Annexure F

CERTIFIED COPIES OF THE LATEST SHARE CERTIFICATES OF ALL RELEVANT COMPANIES

Tenderers are required, as annexure G to their Tenders, to submit certified copies of
the latest share certificates of all relevant companies.

Annexure G

BREAKDOWN OF HOW THE PERCENTAGE (%) FEES AND WORK WILL BE SPLIT BETWEEN
VARIOUS PEOPLE OR ENTITIES WHICH CONSTITUTE THE TENDERER (FOR UNINCORPORATED
JOINT VENTURE, CONSORTIUM OR OTHER ASSOCIATION OF PERSONS)

Tenderers which submit Tenders as an unincorporated joint venture, consortium or
other association of persons are required to submit, as Annexure H, a breakdown of
how the percentage (%) fees and work will be split between the various people or
entities which constitute the Tenderer.

Annexure H

SUPPORTING DOCUMENTS TO THE PRE-QUALIFYING CRITERIA AND EVALUATION CRITERIA

Tenderers are required to include, as Annexure I to their Tenders, supporting
documents to their responses to the Pre- Qualifying Criteria and Evaluation Criteria.

Where the supporting document is the profile of a member of the Tenderer's proposed
team, this should be indicated.

Annexure I

GENERAL CONDITIONS OF CONTRACT

PLEASE NOTE THAT ALL TENDERERS ARE REQUIRED TO READ THROUGH THE GENERAL CONDITIONS OF CONTRACT PRESCRIBED BY THE NATIONAL TREASURY. SUCH GENERAL CONDITIONS OF CONTRACT CAN BE ACCESSED ON THE NATIONAL TREASURY WEBSITE.

PLEASE NOTE FURTHER THAT ALL TENDERERS MUST ENSURE THAT THEY ARE WELL ACQUAINTED WITH THE RIGHTS AND OBLIGATIONS OF ALL PARTIES INVOLVED IN DOING BUSINESS WITH GOVERNMENT.

NOTE: All Tenderers are required to confirm (*Tick applicable box*) below:

Item	YES	NO
Is the Tenderer familiar with the General Conditions of Contract prescribed by the National Treasury?		

Annexure J

TAX COMPLIANT STATUS AND CSD REGISTRATION REQUIREMENTS

ALL PROSPECTIVE TENDERERS MUST HAVE A TAX COMPLIANT STATUS EITHER ON THE CENTRAL SUPPLIER DATABASE (CSD) OF THE NATIONAL TREASURY OR SARS E-FILING PRIOR TO APPOINTMENT/AWARD OF THE TENDER.

REGISTRATION ON THE CSD SITE OF THE NATIONAL TREASURY IS A COMPULSORY REQUIREMENT FOR A TENDERER TO BE APPOINTED, TO CONDUCT BUSINESS WITH THE BOARD. THE ONUS IS ON THE SUCCESSFUL TENDERER TO REGISTER ON THE CSD SITE AND PROVIDE PROOF OF SUCH REGISTRATION PRIOR TO APPOINTMENT/AWARD OF THE TENDER.

CSD Registration Number:	
--------------------------	--

Annexure K

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to tendering are met.

Registered Company Name:

.....

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Professional Registration Details:

Professional Indemnity Details:

Annexure L
RESOLUTION FOR SIGNATORY

A. CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

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

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR
MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



Mr/Ms _____, whose signature appears below, has been duly
authorised to sign all documents in connection with the tender for

Contract No. _____
and any Contract which may arise there from on behalf of (Block Capitals)

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES: _____

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ shareholders of the enterprise, the signature of any one of the directors or shareholders to this quotation will bind all the directors/ shareholders of the enterprise and will therefore render the quotation valid.
2. In the event that a non-shareholder/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the quotation.
3. In the case of a joint venture or consortium, at least one director/ shareholder of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ shareholder of each party to the joint venture or consortium must give consent to give authorisation for signatory to this tender.

LEASE OF WAREHOUSE TO THE NORTH WEST GAMBLING BOARD IN EITHER MMABATHO OR
MAFIKENG AREA FOR A PERIOD OF FIVE (05) YEARS



DECLARATION

I, THE UNDERSIGNED

NAME:

CERTIFY THAT THE INFORMATION FURNISHED IN THIS DOCUMENT, ANNEXURES AND ALL
OTHER ATTACHMENTS, PRESENTATION AND ANY OTHER FORM OF COMMUNICATION, IS
CORRECT.

I ACCEPT THAT THE PRINCIPAL MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE
GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of tenderer