



# drdar

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

## **BID DOCUMENT FOR LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM: MAKHANDA EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS**

**BID No: SCMU8-24/25-0025**

|                                                             |                        |
|-------------------------------------------------------------|------------------------|
| <b>TENDERER:</b>                                            |                        |
| <b>CSD NUMBER:</b>                                          |                        |
| <b>LOGIS NUMBER:</b>                                        |                        |
| <b>SPECIFIC GOALS:</b>                                      |                        |
| <b>CLOSING DATE:</b>                                        | <b>16 JANUARY 2025</b> |
| <b>CLOSING TIME:</b>                                        | <b>11:00 am</b>        |
| <b>BID AMOUNT INCLUSIVE<br/>OF ALL APPLICABLE<br/>TAXES</b> | <b>R.....</b>          |

PREPARED BY:

### **SUPPLY CHAIN MANAGEMENT**

DEPARTMENT OF RURAL DEVELOPMENT  
AND AGRARIAN REFORM  
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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 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b><u>Tax Status Verification for Price Quotations and Competitive Bids</u></b><br><br>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:<br>1. Detailed quotation (show breakdowns)                                                                                           |  |
| Section 4:<br>1. Certificate of authority for signatory must be completed and signed in full.                                                   |  |
| 2. Schedule of work carried out by the bidder must be completed.                                                                                |  |
| 3. Equity Ownership Declaration must be completed and signed in full.                                                                           |  |
| 4. <b>All SBD documents</b> must be completed signed in full and witnessed, failure to do so will result in the quotation/bid being eliminated. |  |

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

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

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

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

# BID NOTICE

## DEPARTMENT OF RURAL DEVELOPMENT & AGRARIAN REFORM

| PROJECT NO.      | PROJECT DESCRIPTION                                                                                           |
|------------------|---------------------------------------------------------------------------------------------------------------|
| SCMU8-24/25-0025 | Provision of Office accommodation for Makhanda office for period of 36 months under Makana Local municipality |

**Availability of documents** : **17 DECEMBER 2024**  
**Closing date** : **16 JANUARY 2025**

### BID NOTICE

BIDS are hereby invited from suitable and qualified SERVICE PROVIDERS for the **Provision of Office accommodation for Makhanda office for period of 36 months under Makana Local municipality**

Documents will be available as from 17 December 2024 from the offices of SCM – Acquisition Management Services, Office No 64 Govan Mbeki Avenue, 8<sup>th</sup> Floor, Old Mutual Building, Gqeberha, 6001 between 08:00 and 16:30 from Mondays to Thursdays and from 08:00 to 16:00 on Fridays. The completed document and all supporting documentation must be placed in a sealed envelope clearly marked with the project number and description must be delivered to the tender box situated at;

**Department of Rural Development and Agrarian Reform**  
**No 64 Govan Mbeki Avenue**  
**Old Mutual Building**  
**Ground Floor**  
**Gqeberha**  
**6001**

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

1. Bids received will be evaluated according to 80/20-point system, where 80 points will be scored toward price and the remainder 20 points according to the specific goals as detailed under specification. **Kindly note that all documentation listed that must be submitted to qualify for the preference points for each specific goal must be attached. Failure to attach will result in no allocation of preference points.**
2. Prospective Service Providers are required to submit **certified ID Copies and CIPRO certificate.**
3. Service providers to **submit medical certificate, SASSA registration or confirmation of disability from relevant authority. (ONLY SERVICE PROVIDERS WITH DISABILITY)**
4. Service providers to submit **Municipal Statement of account or lease agreement if renting premises or Council letter confirming the proof of address.**
5. **Certificate of compliance both electrical and building structure.**
6. All prospective bidders not registered on the **CSD AND LOGIS** must do so before the closing date of the bid, as bids cannot be awarded to bidders not registered on the system.
7. Tax compliance and company directors of bidders will be verified on CSD for all price quotations and bids. Hard copies of Tax Clearance Certificate is therefore no longer needed to be attached in the bid
8. Failure to supply all supplementary information will result in the tender being deemed an incomplete tender and will be disqualified.
9. If specifications are not adhered to the Department of Rural Development and Agrarian Reform reserves the right to terminate the contract.
10. Bidders are to submit the supplier arrangement form in the event that bidder is a general dealer.
11. *The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc."*
12. **The Department of Rural Development and Agrarian Reform will do inspection of the property for the shortlisted bidders as part of evaluation looking the condition of property and further calculate the square meters of property offered.**
13. Use of correction fluid will result in a bid being non responsive.

The Department of Rural Development and Agrarian Reform will not entertain any late submissions. **Closing time is 11:00 the 16 January 2025.**

All proposals shall hold good for 60 (sixty days) after bid closing date. The lowest or any bid will not necessarily be accepted. Electronic, telegraphic or facsimile bids will not be considered.

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

# BID RULES

## Annexure: Standard Conditions of Tender

### F.1 General

#### F.1.1 Actions

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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

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

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

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

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

### F.2 Tenderer's obligations

#### F.2.1 Eligibility

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

### **F.2.2 Cost of tendering**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **F.2.9 Insurance**

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

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

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

**F2.10.2** 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:<br>Financial<br>offer                                | 1) Rank tender offers from the most favourable to the least favourable comparative offer.<br>2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Method 2:<br>Financial<br>offer and<br>preferences             | 1) Score tender evaluation points for financial offer.<br>2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing.<br>3) Calculate total tender evaluation points.<br>4) Rank tender offers from the highest number of tender evaluation points to the lowest.<br>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:<br>Financial<br>offer and<br>quality                 | 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.<br>2) Score tender evaluation points for financial offer.<br>3) Calculate total tender evaluation points.<br>4) Rank tender offers from the highest number of tender evaluation points to the lowest.<br>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:<br>Financial<br>offer, quality<br>and<br>preferences | 1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.<br>2) Score tender evaluation points for financial offer.<br>3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing.<br>4) Calculate total tender evaluation points.<br>5) Rank tender offers from the highest number of tender evaluation points to the lowest.<br>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 ECBD 6.1 – PURCHASES, paragraph 5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## PRODUCT PARTICULAR SPECIFICATIONS

### LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM: MAKHANDA EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS

| NO. | DESCRIPTION                                                                    | QUANTITY | MINIMUM DIMENSION | TOTAL SPACE REQUIRED |
|-----|--------------------------------------------------------------------------------|----------|-------------------|----------------------|
| 1   | Manager                                                                        | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 2   | Assistant Manager                                                              | 01       | 12m <sup>2</sup>  | 12m <sup>2</sup>     |
| 3   | Control Agric. Technician                                                      | 01       | 14m <sup>2</sup>  | 14m <sup>2</sup>     |
| 4   | Agric Dev. Technician                                                          | 4        | 10m <sup>2</sup>  | 20m <sup>2</sup>     |
| 5.  | PAC (reception)                                                                | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 6.  | Cleaner                                                                        | 02       | 9m <sup>2</sup>   | 18m <sup>2</sup>     |
| 7   | Groundsman                                                                     | 01       | 9m <sup>2</sup>   | 9m <sup>2</sup>      |
| 8   | Boardroom                                                                      | 01       | 50m <sup>2</sup>  | 50m <sup>2</sup>     |
| 9   | Tradesman aid                                                                  | 01       | 9m <sup>2</sup>   | 9m <sup>2</sup>      |
| 10  | Control Engineering Technician                                                 | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 11  | Store Room                                                                     | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 12  | Server Room                                                                    | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 13  | Kitchen with built in cupboards                                                | 01       | 16m <sup>2</sup>  | 16m <sup>2</sup>     |
| 14  | Female, male toilets with hand basins and toilets for people with disabilities | 03       | 3m <sup>2</sup>   | 9m <sup>2</sup>      |

**The office space we are looking for is approximately 250 m<sup>2</sup>**

**NB. Bidders must note of the following:-**

Installation of network cabling and network points minimum two per office

Guard house must at least accommodate two people

Parking area must at least accommodate minimum of 12 vehicles

2 x Fire extinguishers must be installed in compliance with safety regulations as per National Building Regulations (1 x class A fire extinguisher per 100 m<sup>2</sup>)

Wheelchair ramps with hand rail. As occupational health and safety regulations

All office floors must be laminated for general safety regulations

Both electricity and water must have separate metre boxes as recommended by hazard identification and risk assessment

Boardroom, kitchen, toilets and passages must be fitted with ceramic tiles must comply with facility regulations

Certificate of compliance both electrical and building structure.

## FORMS TO BE COMPLETED BY THE BIDDER

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

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

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

### PART A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

to sign all documents in connection with the Bid for **OR-24/25 -058** 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. . . . .<br>Name . . . . .<br>Designation |
|              |         | Signature. . . . .<br>Name . . . . .<br>Designation |
|              |         | Signature. . . . .<br>Name . . . . .<br>Designation |
|              |         | Signature. . . . .<br>Name . . . . .<br>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: | <b>SCMU8-24/25-0025</b> | CLOSING DATE: | <b>16/01/2025</b> | CLOSING TIME: | <b>11:00</b> |
|-------------|-------------------------|---------------|-------------------|---------------|--------------|

|             |                                                                                                                                                       |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| DESCRIPTION | <b>LEASE OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND AGRARIAN REFORM: MAKHANDA EXTENSION OFFICE FOR A PERIOD OF 36 MONTHS</b> |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**DRDAR Office: 64 Govan Mbeki Avenue**

**Old Mutual Building**

**Ground Floor**

**Gqebera 6001**

| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO |                                     | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: |                                     |
|------------------------------------------------|-------------------------------------|-----------------------------------------|-------------------------------------|
| CONTACT PERSON                                 | Phumlani Makasi                     | CONTACT PERSON                          | Andiswa Fala                        |
| TELEPHONE NUMBER                               | <b>041-402 6261 / 060 584 4272</b>  | TELEPHONE NUMBER                        | <b>041- 402 6260 / 079 500 2519</b> |
| FACSIMILE NUMBER                               | -                                   | FACSIMILE NUMBER                        | -                                   |
| E-MAIL ADDRESS                                 | <b>Phumlani.makasi@drdar.gov.za</b> | E-MAIL ADDRESS                          | <b>Andiswa.Fala@drdar.gov.za</b>    |

**SUPPLIER INFORMATION**

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

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

|                                                                                                              |                                                                                    |                                                                                                |                                                                                        |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>1.1.1.1</b> ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | <b>1.1.1.2</b> ARE YOU A FOREIGN BASED SUPPLIER FOR THE <b>GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
|--------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|

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

|                                                                                                                                                                                                                                                     |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p align="center"><b>PART B</b></p> <p align="center"><b>TERMS AND CONDITIONS FOR BIDDING</b></p>                                                                                                                                                   |  |
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                           |  |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                        |  |
| 1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>                                                                                                         |  |
| 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. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>                                                                                                                                              |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                               |  |
| 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 BER NOTIFIED AND GRANTED 7 WORKING DAYS TO RECTIFY THE STATUS.                                                                                                  |  |
| 2.3 SHOULD THE STATUS REMAIN NON-COMPLIANT AFTER 7 WORKING DAYS THE BID EWILL BE DEEMED NONRESPONSIVE WITHOU FURTHER CCOMMUNICASTION TO THE BIDDER.                                                                                                 |  |
| 2.4 FOR BIDDERS WHO ARE NONVATE VENDORS, ALL BID OFFERS ABOVE R 1 MILLION <b>MUST</b> 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.”                             |  |

|                                                                                                         |  |
|---------------------------------------------------------------------------------------------------------|--|
| <b>NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.</b> |  |
| SIGNATURE OF BIDDER: .....                                                                              |  |
| <b>16   P a g e</b>                                                                                     |  |

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

DATE: .....

## PRICING SCHEDULE

**SBD 3.1**

### PRICING SCHEDULE – FIRM PRICES

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

|                          |            |
|--------------------------|------------|
| NAME OF BIDDER: .....    | TIME 11:00 |
| BID NO. SCMU8-24/25-0025 |            |
| CLOSING DATE: 16/01/2025 |            |

OFFER TO BE VALID FOR NINETY (60) DAYS FROM THE CLOSING DATE OF BID.

DRDAR is seeking services from suitable service providers for the **PROVISION OF OFFICE ACCOMMODATION FOR FLAGSTAFF OFFICES IN INGQUZA HILL MUNICIPALITY**

| NO.                                     | DESCRIPTION                                                                          | QTY | BIDDER'S<br>NUMBER OF<br>SQUARE<br>METER | PRICE<br>PER<br>SQUARE<br>METER | TOTAL<br>PRICE |
|-----------------------------------------|--------------------------------------------------------------------------------------|-----|------------------------------------------|---------------------------------|----------------|
| 1                                       | Manager                                                                              | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 2                                       | Assistant Manager                                                                    | 01  | 12m <sup>2</sup>                         | 12m <sup>2</sup>                |                |
| 3                                       | Control Agric. Technician                                                            | 01  | 14m <sup>2</sup>                         | 14m <sup>2</sup>                |                |
| 4                                       | Agric Dev. Technician                                                                | 4   | 10m <sup>2</sup>                         | 20m <sup>2</sup>                |                |
| 5.                                      | PAC (reception)                                                                      | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 6.                                      | Cleaner                                                                              | 02  | 9m <sup>2</sup>                          | 18m <sup>2</sup>                |                |
| 7                                       | Groundsman                                                                           | 01  | 9m <sup>2</sup>                          | 9m <sup>2</sup>                 |                |
| 8                                       | Boardroom                                                                            | 01  | 50m <sup>2</sup>                         | 50m <sup>2</sup>                |                |
| 9                                       | Tradesman aid                                                                        | 01  | 9m <sup>2</sup>                          | 9m <sup>2</sup>                 |                |
| 10                                      | Control Engineering Technician                                                       | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 11                                      | Store Room                                                                           | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 12                                      | Server Room                                                                          | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 13                                      | Kitchen with built in cupboards                                                      | 01  | 16m <sup>2</sup>                         | 16m <sup>2</sup>                |                |
| 14                                      | Female, male toilets with hand<br>basins and toilets for people with<br>disabilities | 03  | 3m <sup>2</sup>                          | 9m <sup>2</sup>                 |                |
| MONTHLY RENTAL EXCLUSIVE OF VAT         |                                                                                      |     |                                          |                                 |                |
| VAT                                     |                                                                                      |     |                                          |                                 |                |
| TOTAL AMOUNT PER MONTH INCLUSIVE OF VAT |                                                                                      |     |                                          |                                 |                |
| TOTAL BID AMOUNT FOR 36 MONTHS          |                                                                                      |     |                                          |                                 |                |

AMOUNT IN WORDS:

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

---

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

| 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:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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

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 |

**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                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| Total points for Price and SPECIFIC GOALS | 100    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

| The specific goals allocated points in terms of this tender      | Number of points allocated<br>(90/10 system)<br>(To be completed by the organ of state) | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(90/10 system)<br>(To be completed by the tenderer) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| An EME or QSE which is at least 51% owned by <b>Black People</b> | N/A                                                                                     | 10                                                                                      |                                                                                 |                                                                                 |
| <b>Located</b> in the municipality area or District municipality | N/A                                                                                     | 2                                                                                       |                                                                                 |                                                                                 |

|                                                                                   |     |   |  |  |
|-----------------------------------------------------------------------------------|-----|---|--|--|
| An EME or QSE which is at least 51% owned by <b>women</b>                         | N/A | 4 |  |  |
| An EME or QSE which is at least 51% owned by <b>youth (up to 35 years of age)</b> | N/A | 2 |  |  |
| An EME or QSE which is at least 51% owned by people with <b>disability</b>        | N/A | 2 |  |  |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

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

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

| YEAR<br>COMPLETED |  |  |  |  |  |  |  |  |  |  |
|-------------------|--|--|--|--|--|--|--|--|--|--|
| VALUE OF WORK     |  |  |  |  |  |  |  |  |  |  |

| NATURE OF WORK                    |  |  |  |  |  |  |  |  |  |  |
|-----------------------------------|--|--|--|--|--|--|--|--|--|--|
| CONTACT PERSON<br>(NAME & TEL NO) |  |  |  |  |  |  |  |  |  |  |
| EMPLOYER<br>(NAME & TEL NO)       |  |  |  |  |  |  |  |  |  |  |

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

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

**SBD 7.1**

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

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

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

- 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. ....

**SBD 7.1**

**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 number .....dated.....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.

| <i>ITEM</i><br>NO. | PRICE (ALL APPLICABLE TAXES<br>INCLUDED) | BRAND | DELIVERY<br>PERIOD |
|--------------------|------------------------------------------|-------|--------------------|
|                    |                                          |       |                    |

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

|  |
|--|
|  |
|--|

WITNESSES

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